



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11275 Frank Martins Franco v. KF Rahoveci 1931

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Espen Auberg, Attorney-at-law, Oslo, Norway

in the arbitration between

Frank Martins Franco, Brazil

Represented by Mr Wallace Oliveira, Counsel, Rio De Janeiro, Brazil

Appellant

and

KF Rahoveci 1931, Kosovo

Represented by Mr Shpend Bajraj, Chairman, Rahovec, Kosovo

Respondent

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

I. PARTIES

1. Mr Frank Martins Franco (the “Appellant” or “the Player”) is a professional football player of Brazilian nationality.
2. KF Rahoveci 1931 (the “Respondent” or the “Club”) is a football club and an affiliated member to the Football Federation of Kosovo (“FFK”), which in turn is affiliated with the Union of European Football Associations (“UEFA”) and the Fédération Internationale de Football Association (“FIFA”).
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, as well as the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be set out, where relevant, in connection with the legal analysis. While the Sole Arbitrator has considered carefully all the facts and evidence submitted by the Parties in the present proceedings, this Award refers only to the facts and evidence considered necessary.

A. Background Facts

5. Allegedly, on 10 July 2024, the Parties concluded an employment contract (the “Contract”) valid from 10 July 2024 until 30 June 2025.
6. The Contract reads, inter alia, as follows:

“Article III

Obligations of the Club to the Player:

1 Provision of work, sports, field facilities and professional staff

2. Providing accommodation, travel and accommodation after the match, sports related to competitions

3. Ensuring all the rights of the laborer based on the employment relationship in accordance with the law of the state of Kosovo, paying all the obligations and credited to the laborer.

4. Payment of fees, for the treatment of sports injuries that occurred during the performance of duties work and sports activities.

5. Imisteye insurance for gratitude, thanks praise and sports trophie for achieved sports successes”.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

7. In accordance with Article VI of the Contract, the Player's monthly salary was EUR 600 net, which, in accordance with Article II, it would be paid in ten monthly instalments.
8. The Player claims that, on 18 August 2024, the Club informed the Player that he was no longer needed and had to leave immediately.
9. On unspecified dates, the Player and the Club Secretary communicated on WhatsApp. In the WhatsApp conversation, the Club Secretary is referred to as "Alfred". The messages state, *inter alia*, as follows:

• Player: I don't accept, I want 600 euros.

• Player: I worked for a month, and this is what I get? I want my full month's salary!

• Player: I want my full month's salary and then I will leave!

• Player: Pay the full salary, and I will leave. Otherwise, I will stay here at home. You want to send me away without paying? I worked in the hot sun, I suffered, and you won't pay me? Unacceptable!

• Player: Let's be friends. Pay me what was agreed, I will leave, and I will move on with my life.

• Alfred: Let's see now and talk.

(...)

• Player: I needed money, I forgot to tell you, bro.

• Alfred: You spent too much. The director already gave you 150 euros for 10 days.

• Alfred: Save money.

• Player: I understand, but we had an agreement of 150 euros per month for food, right?

• Alfred: Yes, but now we will discuss with the director and the coach about your future.

(...)

• Alfred: Tomorrow at 4:30 AM, pack your bags. You are ready to travel to Tirana, Albania, as you have been transferred to KF Devolli in Albania. You must be ready at 4:30 AM, and we will pick you up and take you to the bus. Please leave the club's equipment and clothes in the room, and then we will collect them.

• Player: I need my salary because I worked the whole month.

• Player: I will only travel if I receive my salary today.

• Alfred: The director says the rest of the money stays in the bank. He gave you 50 euros in advance, and tomorrow you will get the bus ticket. The club will pay the rest later.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

(...)

• *Player: Bring the money that I earned in the contract. If it's outside our agreement, I won't accept it.*

• *Player: That's why call Artan, my agent.*

• *Player: Can you bring me 200 euros here at home? I am waiting.*

• *Alfred: Can we give you the 200 euros tomorrow morning at the station?*

• *Alfred: We will give it to you immediately in the morning.*

• *Alfred: The club will also pay for your bus ticket, and you will have 200 euros in cash".*

10. On 25 August 2024, the Player signed a contract with the Albanian club, KF Devolli, entitling the Player to a monthly salary of EUR 250.

11. On 26 September 2024, the Player's legal representative sent an email to the Club (the "Default Notice"), stating, *inter alia*, as follows:

"We are writing to remind you of the importance of complying with the terms of the contract offer signed on 19/06/2024, between Mr. Frank Martins Franco and Football Club Rahoveci 1931.

This contract clearly outlines the rights and duties of the Player and the club.

We wish to highlight the official offer contain the essentialia negotii of an employment contract, such as the parties to the contract and their role, the duration of the employment relationship, the remuneration and the signature of both parties.

In accordance with FIFA regulations, we request that any breach of contractual obligations be remedied within 15 days from the date of receipt of this notification. Failure to comply with these terms may result in legal actions in accordance with national and international football regulations.

We expect your adherence to the contractual obligations, including provisions regarding remuneration, bonuses, housing, transportation".

B. Proceedings before the FIFA Dispute Resolution Chamber

12. On 12 October 2024, the Player filed a claim before the Dispute Resolution Chamber of the FIFA Football Tribunal (the "FIFA DRC").

13. In his claim before the FIFA DRC, the Player argued, *inter alia*, that the Parties validly had concluded the Contract. The Player further claimed that the Club breached the Contract, and that the Player had unilaterally terminated the Contract with just cause.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

14. The Club failed to file an answer to the Player's claim during the proceedings before FIFA DRC.
15. The FIFA DRC rendered a decision on 13 February 2025 (the "Appealed Decision"), which was communicated to the Parties on 26 February 2025. The FIFA DRC dismissed the Player's claims. A summary of the FIFA DRC's reasoning in the Appealed Decision is as follows:
 - In accordance with Article 31 of the January 2025 edition of the Procedural Rules Governing the Football Tribunal (the "Procedural Rules"), the January 2025 edition of the Procedural Rules was applicable to the matter at hand.
 - In accordance with Article 2 paragraph 1 and Article 23 paragraph 1 of the Procedural Rules, as well as Article 22 litra b) of the Regulations on the Status and Transfer of Players ("FIFA RSTP"), the FIFA DRC was competent to deal with the matter, which concerned an employment-related dispute between a club and a player of an international dimension.
 - Having reviewed the evidence, the FIFA DRC concluded that the Parties had concluded a valid and binding employment contract.
 - The FIFA DRC then assessed whether the Contract was terminated with just cause and noted that it was not clear which party terminated the Contract and for what reason. The FIFA DRC noted that the only piece of evidence regarding the termination was the Player's default notice which did not mention that the Club had terminated the Contract.
 - The FIFA DRC concluded that there is not enough evidence showing that the Club terminated the contract. The FIFA DRC then assessed whether the Contract was terminated with just cause by the Player, and noted that the Player, in the Default Notice, stated that it was a last reminder to perform the contractual obligations agreed by the parties. The FIFA DRC noted that the Default Notice sent to the Club did not specify which obligations the Club failed to fulfil.
 - In conclusion, the FIFA DRC considered that the claim had not sufficiently been substantiated and that the Player had not met his burden of proof in demonstrating why the Contract was terminated and why such termination would have been an action of ultima ratio.
 - Consequently, the FIFA DRC decided to reject the claim of the Player.
16. The operative part of the Appealed Decision reads as follows:
 1. *The claim of the Claimant, Frank Martins Franco, is rejected.*
 2. *This decision is rendered without costs*".

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

17. On 18 March 2025, the Appellant filed a Statement of Appeal with CAS, pursuant to Article R47 of the Code of Sports-related Arbitration (the “CAS Code”), against the Appealed Decision and filed an Application for Legal Aid for CAS arbitration costs including the CAS Court Office fee.
18. On 22 March 2025, the Appellant requested that the dispute be referred to a sole arbitrator.
19. On 18 November 2025, the CAS Court Office informed the Parties that the Appellant’s Application for Legal Aid was granted and initiated the proceedings *CAS 2025/A/11275 Frank Martins Franco v. KF Rahoveci 1931* governed by the 2025 edition of the CAS Code.
20. On 23 November 2025, the Appellant informed the CAS Court Office that his Statement of Appeal should be considered as his Appeal Brief.
21. On 24 November 2025, the CAS Court Office informed the Parties that the Respondent was given a deadline of 20 days to submit its Answer pursuant to Article R55 of the CAS Code.
22. On 28 November 2025, the Respondent sent an email to the CAS Court Office with an enclosed document entitled “Official Response Regarding the Disputed Case”.
23. On 2 December 2025, the CAS Court Office acknowledged receipt of the Respondent’s email and informed the Parties that in accordance with Article 31 of the CAS Code, written submissions must also be filed by courier or uploaded to the CAS e-filing platform.
24. On 5 December 2025, the Respondent confirmed that its email sent on 28 November 2025 should serve as its Answer, and that it agreed to refer the case to a sole arbitrator.
25. On 8 December 2025, the CAS Court Office noted the Respondent’s confirmation and reminded the Parties of the content of Article R31 of the CAS Code.
26. On 26 January 2026, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr Espen Auberg, Attorney-at-law in Oslo, Norway
27. On 27 January 2026, the CAS Court Office informed the Parties that the Respondent had failed to file its Answer also by courier or the CAS e-filing platform within the relevant time limit under Article R31 of the CAS Code, and invited the Appellant to state whether he accepted the admissibility of the Answer.
28. On 27 January 2026, the Appellant submitted a letter where he stated that he objected to the admissibility of the Respondent’s Answer, as it was submitted outside the applicable deadlines. In the same letter, the Appellant stated that he did not request a hearing, and that he agreed that the matter be decided solely on the basis of the written submissions already filed by the Parties.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

29. On 2 February 2026, the Respondent submitted a letter where it stated that it did not request an oral hearing.
30. On 4 February 2026, on behalf of the Sole Arbitrator, the CAS Court Office confirmed that the Sole Arbitrator did not consider necessary to hold a hearing, and was satisfied to decide the matter solely based on the Parties' submissions. In the same letter the CAS Court Office informed the Parties that the Sole Arbitrator had concluded that the Respondent's Answer was inadmissible.
31. On 5 February 2026, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Parties on 24 February 2026. By signing the Order of Procedure, the Parties confirmed their agreement that the Sole Arbitrator decide the matter based solely on their written submissions and that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

32. This section of the Award does not contain an exhaustive list of the Parties' contentions. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Sole Arbitrator has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. The Player's Submissions

33. The Player's submissions, in essence, may be summarized as follows:
 - An employment contract does not require a signature from both parties to be valid if the employer's actions confirm its enforceability. The Club signed the contract, submitted an official request for player registration and transfer, and allowed the Player to train with the team, proving that a valid employment relationship existed. The offer and the Club's subsequent employment-related actions constitute a binding contract.
 - On 18 August 2024, the Club unilaterally terminated the Contract without just cause. The Club provided no legal justification, no termination procedure, and no official release, violating FIFA regulations and the principles of contractual stability.
 - The Player made multiple attempts to secure compliance, but the Club failed to fulfil its obligations.
 - The Player is entitled to compensation for breach of contract in accordance with Article 17 of the FIFA RSTP, which establishes that a party breaching a contract without just cause must compensate the other party.
 - The club is legally liable to pay a financial compensation to the Player in an amount corresponding to all the salary to which he was contractually entitled to receive until

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

the end of the parties' employment contract, in a total net amount of EUR 7,000 for all his sporting and financial damages.

34. On this basis, the Player made the following request for relief:

“a) Annul the FIFA DRC decision (FPSD-16558) and recognize that a valid and binding contract existed.

b) Declare that the Club unilaterally terminated the contract without just cause.

c) Order the Club to pay EUR 7,000 in compensation.

e) Order the Club to pay an additional compensation corresponding to three times the monthly salary of the Player EUR 2,100 (3 x EUR 700) in case a mitigation of the compensation occurs;

f) Impose a transfer ban on KF Rahoveci 1931 for two registration periods.

g) Award interest of 5% per annum on the due amount ”.

B. The Respondent's Submissions

35. The Respondent failed to make any submissions within the time limits set by the CAS Court Office.

V. JURISDICTION

36. The jurisdiction of CAS derives from Article R47 of the CAS Code, which reads:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

37. Further, the jurisdiction of CAS derives from Article 50 (1) of FIFA's Statutes (May 2024 Edition), as it determines that *“Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question”.*

38. The jurisdiction of CAS is not contested by the Respondent and is further confirmed by the Order or Procedure duly signed by both Parties.

39. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VI. ADMISSIBILITY

40. Article R49 of the CAS Code provides as follows:

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document”.

41. The time limit for submitting a Statement of Appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the CAS Code and Article 50 (1) of FIFA’s Statutes. The Statement of Appeal was filed by the Appellant on 18 March 2025, 20 days after FIFA had notified the grounds of the Appealed Decision to the Parties on 26 February 2025, hence within the deadline of 21 days.
42. The Appellant completed his appeal per the terms of Article R48 and R51 of the CAS Code and within the deadline set by the CAS Court Office for him to do so. The appeal complied with all of the requirements of Article R47 et seq. of the CAS Code.
43. It follows that the appeal is admissible.

VII. APPLICABLE LAW

44. Article R58 of the CAS Code provides as follows:

“Law Applicable to the Merits

The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

45. The case concerns an appeal of a decision issued by the FIFA DRC regarding an employment related dispute between a player and a club.
46. Article 49 (2) of the FIFA Statutes provides the following:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law”.
47. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FIFA. Swiss law shall be considered subsidiarily in case of lacuna in the various regulations of FIFA.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

VIII. PRELIMINARY ISSUE - ADMISSIBILITY OF THE RESPONDENT'S ANSWER

48. The Sole Arbitrator notes that the deadline set by the CAS Court Office for filing the Answer was 20 days, as from 24 November 2025, i.e. on 15 December 2025 (as 14 December 2025 was a Sunday), and that, on 28 November 2025, the Respondent sent an email with an enclosed document which, on 5 December 2025, it confirmed should serve as its Answer. The Respondent failed to submit its Answer by courier or to upload the Answer on the CAS e-filing platform despite being invited to do so by the CAS Court Office.
49. On 27 January 2026, the Appellant objected to the admissibility of the Respondent's Answer.
50. Article R31 of the CAS Code stipulates, *inter alia*, that written submissions must be filed by courier delivery to the CAS Court Office or via the CAS e-filing platform, and if submissions are transmitted in advance by electronic mail "*the filing is valid upon receipt of the electronic mail by the CAS Court Office provided that the written submission and its copies are also filed by courier or uploaded to the CAS e-filing platform within the first subsequent business day of the relevant time limit*". The CAS Court Office reminded the Respondent of the content of the said Article namely on 2 and 8 December 2025.
51. The Sole Arbitrator notes that strict regulations regarding compliance with deadlines in appeal proceedings have been addressed by the Swiss Federal Tribunal ("SFT"), in SFT 4A_690/2016, where it stated as follows (paragraph 4.2):

"Quoi qu'il en soit, les formes procédurales sont nécessaires à la mise en oeuvre des voies de droit pour assurer le déroulement de la procédure conformément au principe de l'égalité de traitement. Au regard de ce principe et sous l'angle de la sécurité du droit, un strict respect des dispositions concernant les délais de recours s'impose donc, sans qu'il y ait une contradiction entre pareille exigence et la prohibition du formalisme excessif".
52. The cited part of the abovementioned award freely translates to English as follows:

"In any event, procedural formalities are necessary for the implementation of legal remedies to ensure the proceedings are conducted in accordance with the principle of equal treatment. With regard to this principle and from the perspective of legal certainty, strict adherence to the provisions concerning appeal deadlines is therefore essential, without any contradiction between such a requirement and the prohibition of excessive formalism".
53. As the Respondent failed to submit its Answer by courier or to upload the Answer on the CAS e-filing platform within the first subsequent business day of the time limit after sending it by email, as required in Article R31 of the CAS Code, the Sole Arbitrator holds that the Answer shall be deemed inadmissible.

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

IX. MERITS

A. The Main Issues

54. The Sole Arbitrator notes that the case concerns an employment related dispute between a football player and a football club, more specifically whether the Club unilaterally terminated the Contract, and if the Contract was terminated with just cause.
55. Before turning to these issues, the Sole Arbitrator notes that Article 8 of the Swiss Civil Code (“SCC”) provides, with respect to burden of proof as follows: “[u]nless the law provides otherwise, each party shall prove the facts upon which it relies to claim its right”.
56. This principle has been applied in CAS jurisprudence, as illustrated in the case CAS 2020/A/6796 (paragraph 98) where the panel stated:

“[I]n CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue, In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”.

57. In this respect the Sole Arbitrator notes that, pursuant to Article 8 of the SCC, it is the party that wishes to establish a fact that has the burden of proving the alleged fact that it relies its claim upon. Given that the Player claims that the Parties validly concluded an employment contract and that the Club unilaterally terminated the Contract without just cause, the burden to prove such claims lies with the Player, further to Article 8 of the SCC.
58. Furthermore, the Sole Arbitrator notes that in accordance with Article R57 paragraph 1 of the CAS Code, the Sole Arbitrator has “full power to review the facts and the law”, and that CAS appeal arbitration procedures allow a *de novo* review of the merits of the case, and are not limited to deciding whether the appealed decision was correct.
59. With regards to the issue of whether the Parties concluded a valid employment contract, the Sole Arbitrator notes that, as a starting point, in accordance with Article 11 of the Swiss Code of Obligations “CO” and established CAS jurisprudence, contracts may be concluded in different forms, written or oral, and remain legally enforceable. Such a view was confirmed in CAS 2013/A/3091, 3092 & 3093, where the panel stated as follows:

“The Panel considers that, absent any express rule to the contrary, an agreement between two parties does not have to follow any specific form and may, in fact, simply result, for example, from a verbal agreement (Article 11 CO). However, parties opting to conclude non-written agreements may obviously face increased challenges in terms of proof”.

60. In CAS 2021/A/8114, the sole arbitrator stated as follows (paragraph 96):

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

“Further, based on Swiss law, an employment contract can be validly concluded orally and does not need to consider any specific form as e.g., to be in writing. The Sole Arbitrator is satisfied to see that the Offer contained all essential elements like the date, the names of the Parties, the duration of the Employment Contract, the position of the Player as employee and the remuneration to be paid”.

61. In light of the above and of the principle of burden of proof, as noted above, the Sole Arbitrator notes that contracts may, in principle, be concluded in different forms and remain legally enforceable, and that, in the case at hand, it is up to the Player to demonstrate that the Parties had agreed on a contractual relationship.
62. The Player did receive a contract that was signed by the Club, and that contained all essential elements of a contract, such as the names of the Parties, the Player’s salary and the duration of the contract. The Sole Arbitrator holds that the Parties clearly entered into a valid contractual agreement on 10 July 2024, the date of the Contract.
63. The issue of whether the Contract was unilaterally terminated, and the consequences thereof, must be assessed based on the FIFA regulations, more specifically the FIFA RSTP.
64. Termination of a football player’s contract is regulated by Articles 13 et. seq. FIFA RSTP.
65. Article 13 FIFA RSTP reads as follows:

“13. Respect of contract

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement”.

66. Article 14 FIFA RSTP reads as follows:

“Terminating a contract with just cause

1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.

2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause”.

67. Article 14bis of the RSTP, which regulates termination of a contract due to overdue salaries, provides as follows:

“Terminating a contract with just cause for outstanding salaries

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.

3. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail".

68. The Sole Arbitrator notes that the Player, in his appeal, claims that the Club, on 18 August 2024 “dismissed the Player, stating that he was “no longer needed” and had to leave immediately”. However, the Player has not provided any evidence supporting his claims in this regard. The only evidence on file that shed light on the process that led to the termination of the Contract, is the Player’s communication with the Club Secretary on WhatsApp. The Sole Arbitrator holds that the WhatsApp conversation clearly indicates that the Player accepted to complete a transfer to the Albanian club KF Devolli, providing that the Club agreed to buy him a bus ticket and pay him EUR 200, which the Club Secretary confirmed the Club agreed to. Accordingly, the Contract appears to have been terminated by mutual agreement, and as such, in accordance with Article 13 FIFA RSTP.
69. The lack of evidence supporting the Player’s claims, leads to the Sole Arbitrator’s conclusion that Player has failed to meet his burden of proof in demonstrating that the Club unilaterally terminated the Contract.

B. Conclusion

70. Based on the foregoing, the Sole Arbitrator finds that the Appellant’s claim must be rejected, and that the Appealed Decision must be confirmed.

X. COSTS

(...)

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 18 March 2025 by Frank Martins Franco against the decision rendered on 13 February 2025 by the Dispute Resolution Chamber of the Football Tribunal of the Fédération Internationale de Football Association is dismissed.
2. The decision rendered on 13 February 2025 by the Dispute Resolution Chamber of the Football Tribunal of the Fédération Internationale de Football Association is confirmed.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 25 June 2026

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator