TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11364 Karbala Sports Club v. Slavche Vojneski

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-Law in Barcelona, Spain

in the arbitration between

Karbala Sports Club, Karabala, Iraq
Represented by Mr. Cleiton Bernardes, Attorney-at-Law at Bernardes Soccer Law in Hamden, United States of America

Appellant

and

Slavche Vojneski, Macedonia
Represented by Mr. Anil Dincer, Attorney-at-Law at Nazali Legal in London, United Kingdom

Respondent

I. PARTIES

1. Karbala Sports Club (hereinafter, the "Club") is an Iraqi professional football club with its registered office in Karbala, Iraq. The Club is affiliated to the Iraqi Football Association, which, in turn, is affiliated to the *Fédération Internationale de Football Association* (hereinafter, "FIFA"), the world governing body of football.

2. Mr. Slavche Vojneski is a Macedonian football coach (hereinafter, the "Coach").

3. The Club and the Coach are hereinafter referred to as the "Parties".

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as submitted by the Parties in their submissions, pleadings and evidence examined in the course of the present proceedings. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties, he refers in the Award only to the submissions and evidence he considers necessary to explain his reasoning.

5. During the 2024/2025 Iraqi summer transfer window, the Club, allegedly through the agents Mr. Nabil Ngadi and Mr. Ayman (hereinafter, the "Agents") contacted the Coach to initiate discussions regarding a potential employment agreement between the Club and the Coach.

6. On 17 July 2024, Mr. Ayman requested the Coach to provide his CV, passport, and information of the fitness coach of his preference.

7. On 19 July 2024, Mr. Nabil Ngadi sent several videos to the Coach for his technical assessment. The Coach responded on the same date that he would watch them carefully.

8. On 22 July 2024, Mr. Nabil Ngadi forwarded to the Coach an offer signed by the President of the Club (hereinafter, the "Offer") and congratulated him. The Offer reads as follows:

"*We would like to show our interest of the coach Mr. vojneski slavche to coach our team for the season 2024-2025 and we offer the following:*

- *100000 us dollar per season*
- *One season*

Hopefully to reach an agreement between the parties and join our team for the next season"

9. On the same date, the Coach requested that the Offer be sent again in PDF format in order to sign it electronically. The aforementioned PDF version of the Offer was forwarded by Mr. Nabil Ngadi to the Coach, who welcomed him.

10. Also on the same date, the Coach returned to Mr. Nabil Ngadi and Mr. Ayman a signed copy of the Offer.

11. On 26 July 2024, the Coach inquired Mr. Nabil Ngadi and Mr. Ayman regarding his arrival to the Club and a further contract. Mr. Nabil responded that the "*visa it's only electronic gets done very fast we are now waiting only for contract first*". Mr. Ayman responded on the same date that "[*a*]*ll will be on time don't worry* 😉"

12. On 28 July 2024, the Club announced in its social media, namely its official Instagram profile, the appointment of a new technical staff for the 2024/2025 season including Mr. Carlos Hernandez as coach of the Club.

13. On 29 July 2024, the Coach inquired again Mr. Nabil Ngdadi and Mr. Ayman regarding his employment situation with the Club, noting that there was "*still no movement from the club*". Mr. Nabil Ngadi responded the Coach that "[*e*]*verything in the club has changed*" and "*I will find a club for you as soon as possible*".

14. On 3 September 2024, the Club reiterated through its social media, namely its official Instagram profile, the appointment of a new technical staff for the 2024/2025 season including Mr. Nebras El-Yasri as main coach of the Club.

15. The 2024/2025 sporting season in Iraq started on 2 August 2024 and ended on 1 July 2025.

16. On 1 April 2025, the Coach signed a new employment agreement with the Moldovan football club Clubul Sportiv Petrocub (hereinafter, "Petrocub"). The mentioned employment agreement was valid as of 1 April 2025 and until 31 May 2025 and the Coach's monthly remuneration amounted MDL 16,100.

III. PROCEEDINGS BEFORE THE FIFA FOOTBALL TRIBUNAL

17. On 6 September 2024, the Coach filed a claim against the Club before the Player Status Chamber of the FIFA Football Tribunal (hereinafter, the "FIFA PSC"). In his claim, the Coach presented the following requests for relief:

"1. To accept the claims of Slavche Vojneski.
2. to condemn the Respondent to pay in favour of the Claimant the total unpaid salary of the agreement made between the parties, which is 100.000 USD with an interest rate of 5% p.a. starting from July 22, 2024.

3. to establish that the Respondent shall bear the costs of the present arbitration procedure."

18. In essence, the Coach argued the following:

19. The Offer constituted a legal and binding document, which contains all the main *essentialia negotii* elements that triggered the existence and start of his employment relationship with the Club.

20. In addition, the Coach argued that the Club terminated the employment relationship without just cause by appointing another individual for the same role.

21. The Club, in turn, argued the following:

22. During the process of hiring a new head coach for the Club, it contacted several coaches and sent offers to several candidates in order to determine the most suitable individual. The process was not completed until a final decision from the Club, in which the Coach was not the successful candidate.

23. In this regard, the Club indicated that all contacted candidates were asked to provide their passport and to sign an offer, so that no chosen candidate would later argue to have received a different offer.

24. If the Coach's allegations were considered as established facts, no club would ever again contact any person due to the fear of being held up in a contractual relationship which it did not know it has entered into.

25. In addition, the Offer did not represent a valid and binding employment contract and the Coach did not meet his burden of proof of the existence of an employment relationship.

26. The Club referred to the wording of the Offer that proves that it is not an employment contract with the phrase: "[*h*]*opefully to reach an agreement between the parties and join our team for the next season.*"

27. On 28 January 2025, the FIFA PSC issued the Decision FPSD-15945 (the "Appealed Decision") ruling as follows (emphasis in the original text):

"*1. The claim of the Claimant, Slavche Vojneski, is partially accepted.*

- *The Respondent, Karbala Club, must pay to the Claimant the following amount:*
  ***- USD 100,000 as compensation for breach of contract** plus 5% interest p.a. as from 28 July 2024 until the date of effective payment.*

3. Any further claims of the Claimant are rejected.

*4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*

*5. If full payment (including all applicable interest) is not made **within 30 days** of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee.*

6. This decision is rendered without costs".

28. On 2 April 2025, the FIFA PSC notified the grounds of the Appealed Decision to the Parties, which can be summarised as follows:

29. The FIFA PSC recalled the well-established jurisprudence of the FIFA Football Tribunal, which dictates that, in order for an employment contract to be considered as valid and binding, apart from the signature of both the employer and the employee, it should contain the *essentialia negotii* of an employment contract, such as the parties to the contract and their role, the duration of the employment relationship, and the remuneration payable by the employer to the employee.

30. The FIFA PSC concluded that all such elements were included in the Offer. Despite the fact that the Offer did not contain a designated space for the Coach's signature or expression of acceptance, it indeed included all the relevant information of an employment relationship between contractual parties. Specifically, following the discussions between the Parties, the Coach expressed his acceptance to the Offer, which contained his signature and therefore the acceptance of its terms by both Parties. Moreover, the Offer provided for the duration of the employment relationship and the remuneration payable to the Coach, and clearly stipulated the Claimant's role as the Coach of the Club for the season 2024/2025.

31. Considering the behaviour of the Parties and the factual framework involving the negotiations between the Parties prior to the Coach receiving and signing the Offer, the Coach provided sufficient evidence to establish a valid and binding employment relationship with the Club. In fact, the WhatsApp conversation demonstrated that, before the Club sent the Offer to the Coach, it requested his passport, sent him videos of the team and asked him information regarding the fitness coach of his choice. Further, when the Club sent the Offer signed by its president to the Coach, it congratulated him and then reassured him a few days later that his visa can be prepared in a fast manner and that there was no need to be concerned. The FIFA PSC also took into consideration the fact that the Coach even requested a PDF version of the Offer in order to sign it, and that the Club, instead of informing the Coach that it was not necessary as it was only an offer, sent a PDF version to the Coach.

32. The FIFA PSC was of the opinion that the wording of the Offer "[*h*]*opefully to reach an*

agreement between the parties and join our team for the next season" meant that the Club hoped that the labour conditions would be accepted by the Coach without further negotiations and a potential counteroffer. The Offer was not subject to any conditions in order for it to be valid.

33. The FIFA PSC held that the hiring of Carlos Hernandez on 28 July 2024 as the coach for the season 2024/2025 effectively replaced the Coach and his position, which rendered him unable to perform his duties. Accordingly, the Club terminated the employment relationship with the Coach on 28 July 2024.

34. In this context, the FIFA PSC recalled the long-standing jurisprudence of the FIFA Football Tribunal, according to which only a breach or misconduct of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect the continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to assure the employee's fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only be an *ultima ratio*.

35. The Club did not have just cause to terminate the employment relationship prematurely. In fact, the hiring of another coach constitutes a *de facto* termination of the employment relationship without just cause and it could not have reasonably been expected from the Coach to continue the employment relationship. In this regard, the Club had unequivocally demonstrated that it was no longer interested in the services of the Coach.

36. In accordance with Article 6(2) of Annexe 2 of the Regulations on the Status and Transfer of Players (hereinafter, the "RSTP"), the amount of compensation shall be calculated, unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the remuneration and other benefits due to the Coach under the Employment Agreement and/or the new contract and the time remaining on the existing Employment Agreement.

37. No compensation clause was included in the mentioned Employment Agreement. Therefore, the amount of compensation payable by the Club to the Coach had to be assessed in application of the other parameters set out in Article 6(2) of Annexe 2 of the RSTP. In this respect, as a general rule, the compensation to be paid to the Coach by the Club shall be equal to the residual value of the Employment Agreement that was prematurely terminated, unless the Coach signed a new contract following the termination of his previous contract (cf. Article 6(2) lit. a)). The FIFA PSC noted that the Coach remained unemployed since the unilateral termination of the employment relationship, hence did not mitigate his damages.

38. Consequently, the FIFA PSC decided to award the Coach compensation for breach of contract in the amount of USD 100,000, as the residual value of the amount stated in the Offer.

39. Lastly, taking into consideration the Coach's request as well as the constant practice of the FIFA PSC, it was awarded to the Coach an interest at the rate of 5% p.a. as from 28 July 2024, until the date of effective payment.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

40. On 21 April 2025, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (hereinafter, the "CAS"), pursuant to Article R48 of the Code of Sports-related Arbitration 2023 edition (hereinafter, the "CAS Code"), directed against the Coach, to challenge the Appealed Decision. In the Statement of Appeal, the Club requested to submit the present appeal to a sole arbitrator and the procedure to be conducted in English.

41. On 9 June 2025, the Coach informed the CAS Court Office that he agreed on English as the language of the arbitration, but he did not consent the appointment of a sole arbitrator and, thus, requested the appointment of a three-member panel.

42. On 10 June 2025, the CAS Court Office acknowledged the Coach's letter of 9 June 2025 and invited him to inform it whether he intended to pay his shares of the proceedings' advance of costs.

43. On 11 June 2025, the Coach informed the CAS Court Office that he did not intend to pay his share of the proceedings' advance of costs.

44. On 13 June 2025, pursuant to Article R50 of the CAS Code, the CAS Court Office informed the Parties that the President of the CAS Appeal Division had decided to submit the present case to a sole arbitrator.

45. On 23 June 2025, within the granted extended deadline, the Club filed its Appeal Brief pursuant to Article R51 of the CAS Code.

46. On 8 September 2025, 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 Panel appointed to decide the case was composed as follows:

    Sole Arbitrator: Mr. José Juan Pintó Sala, Attorney-at-Law in Barcelona, Spain

47. On 10 October 2025, within the granted extended deadline, the Coach submitted his Answer to the Appeal Brief. Within his Answer to the Appeal Brief, the Coach requested that an in-person hearing be convened in Lausanne, Switzerland.

48. On 13 October 2025, the CAS Court Office acknowledged the Coach's Answer to the Appeal Brief and the request of an in-person hearing and invited the Club to indicate

whether it agreed with the mentioned proposal.

49. On 14 October 2025, the Club indicated that it did not wish for a hearing to be held in the present case and requested that an award be issued solely on the basis of the Parties' written submissions. In addition, the Club indicated that it would be unable to attend due to professional obligations and given that there was nothing further to add beyond the written submissions.

50. On 20 October 2025, the CAS Court Office informed the Parties that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator had decided to hold a hearing by videoconference in the present case.

51. On 27 October 2025, the Club indicated that it did not intend to participate in the hearing. In addition, the Club requested to be allowed to file a "written hearing statement" instead of attending the hearing. Lastly, the Club requested that the Sole Arbitrator invited the Coach to "*produce any additional evidence deemed necessary for a proper and complete adjudication of the case*".

52. On 30 October 2025, the CAS Court Office acknowledged the Club's letter of 27 October 2025 and reminded that, pursuant to Article R44.5 of the CAS Code, the Sole Arbitrator might proceed with the hearing even in the absence of a Party, provided that such Party had been duly summoned.

53. On 3 November 2025, the Coach informed the CAS Court Office that he objected both Club's requests.

54. On 10 November 2025, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the Club's request for authorisation to submit a written hearing statement and disclosure of information were denied. Additionally, the CAS Court Office called the Parties and their witnesses to appear at the hearing which would be held by videoconference on 10 December 2025 at 14.00 (Swiss time). Moreover, the CAS Court Office informed the parties that the mentioned scheduled time was intended to accommodate participants located in the USA, Europe, and Iraq.

55. On 14 November 2025, the Club confirmed that it would not attend the hearing.

56. On 25 November 2025, the Order of Procedure was issued and sent to the Parties by the CAS Court Office, which was duly signed and returned by the Coach and the Club on 26 and 28 November 2025 respectively.

57. On 10 December 2025, the hearing was held by videoconference. In addition to Mr. José Juan Pintó Sala, the Sole Arbitrator, and Ms. Shanaize Yahiaoui, Counsel to the CAS, the following persons attended the hearing:

For the Coach:
- Mr. Slavche Vojneski, the Coach
- Mr. Anil Dincer, Attorney-at-Law.

- Mr. Nabil Ngadi, witness provided by the Coach.

58. At the outset of the hearing, the Sole Arbitrator granted a few minutes to await the appearance of the Club, which ultimately did not attend.

59. Moreover, the Sole Arbitrator queried the Coach if he had any remark or objections to the manner in which the procedure was conducted, to which he raised none.

60. The Coach had a complete opportunity to present his case, submit his arguments and query his witness.

61. At the closure of the hearing, the Coach confirmed that he did not have any objections as to the hearing conducted by the Sole Arbitrator.

62. On the same date, after the hearing, the Club informed the CAS Court Office the circumstances of its non-attending to the hearing, i.e., the Club alleged it had a previous commitment and logistical limitations that impeded it to join the hearing. Moreover, the Club reiterated its reliance in its written submission and evidence therein.

V. THE PARTIES' SUBMISSIONS

63. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by them. The Sole Arbitrator, however, has carefully considered, for the purposes of the legal analysis which follows, all the submissions made by the Parties, even if there is no specific reference to those submissions in the following section.

A. THE CLUB'S POSITION

64. In its Appeal Brief, the Club requested the following prayers for relief:

"1. To formally declare the present appeal admissible (…)

2. To annul, rescind, and set aside in its entirety in its entirety the decision rendered on 28 January 2025 by the FIFA Football Tribunal, Player's Status Chamber (…)

3. To hold and affirmatively declare, as a matter of fact and law, that no valid, enforceable, or binding employment relationship was ever concluded between the Appelland and the Respondent (…)

4. To dismiss in full and with prejudice all claims, prayers for relief, and monetary demands asserted by the Respondent in the proceedings before the FIFA Football Tribunal, and to confirm that no compensation for breach of contract, no residual salary, and no damages of any nature whatsoever are owed to the Respondent;

5. To order the Respondent to bear the entirety of the arbitration costs (…)

To order the Respondent to reimburse the Appellant's legal fees and other costs of representation, which are herewith conservatively quantified at USD 15,000 (…)

6. In the alternative, and solely in the event that the Panel finds the letter dated 21 April

2024 to constitute a binding and enforceable employment contract—quod non—the Appellant respectfully requests that the amount of any potential compensation be equitably reduced in accordance with the Respondent's duty to mitigate damages (…)

7. *To grant such further or other relief as the Honorable Panel may deem appropriate, just, and equitable, whether in equity or under applicable law* (…)*"*

65. The Club's submissions to support its prayers for relief can be, in essence, summarised as follows:

a. Ambiguities surrounding the purported contractual intent.

66. The Club submits that the genesis of the present dispute is found by unresolved ambiguities regarding whether any legally valid contractual engagement was ever concluded between the Parties. Central to this deficiency is the absence of clarity as to the legal standing of Mr. Nabil Ngadi and Mr. Ayman, who purportedly acted on behalf of the Club. However, the evidentiary record demonstrates that both individuals were acting on behalf of the Coach. Their interactions are marked by familiar and informal language that consistently reflects a conduct consistent with internal coordination.

67. It is a foundational tenet of contract law that the formation of binding legal relations requires unequivocal proof that any person purporting to manifest such consent on behalf of a juridical entity possesses the requisite authority to do so. This principle finds formal expression in Articles 32 and 33 of the Swiss Code of Obligations (hereinafter, the "SCO") and Article 12 of the FIFA Agents Regulations (hereinafter, the "FAR"). In the absence of valid representation, any purported act of consent is non-attributable to the principal and incapable of generating legal consequences.

68. Moreover, if both Agents were not licensed, their involvement is *per se* contrary to the FAR, rendering their participation null and void. The actions undertaken by Mr. Ngadi and Mr. Ayman lack legal efficacy and cannot give rise to any binding obligations or legitimate representations attributable to the Club. Notwithstanding the centrality of these issues, the FIFA PSC failed to address the applicability of Article 12 of the FAR, and did not inquire into the licensing status or mandate of the Agents involved.

69. Regarding the Offer, the Club maintains that it contains no express language of contractual engagement, acceptance clause, or reference to enforceability, and thus fails to meet the substantive and formal requirements for contract formation. The Offer omits essential contractual elements, including, but not limited to:

- The place of performance;
- A clearly defined commencement date;
- The remuneration structure (e.g., currency, payment intervals);
- Express provisions concerning logistical obligations such as visas, international travel, and administrative support.

70. When assessed in its totality, the Offer lacks definitive language indicative of a concluded

agreement. It bears all the hallmarks of a preliminary expression of intent, a non-binding instrument reflective of exploratory discussions, not contractual finality. This legal characterization is confirmed by the closing sentence of the Offer, which underscores its conditional nature and reveals that any engagement was subject to further procedural steps or clarifications, rather than immediate execution.

71. The offer imposes no obligation upon the Coach to sign, nor does it contain any operative language indicative of legal commitment, coercive effect, or mutual intent to be bound.

72. When the Club intends to formally engage a professional, it consistently utilizes a comprehensive employment agreement that includes all essential contractual elements: clearly defined reciprocal obligations, a specified term of employment, remuneration structure, provisions for dispute resolution, and, most critically, an express signature block for both parties, evidencing mutual consent. None of these elements are present in the impugned Offer.

73. Furthermore, had the Coach received a more favorable offer from another club following receipt of the Offer, he would have been entirely at liberty to accept it, and the Club would have had no legal basis to assert a claim for breach.

74. The Club drew the attention to several FIFA Football Tribunal decisions, which reinforced the principle that, only when the full set of contractual indicators is present can a letter be deemed binding, contrary to the Offer, that lacks the Coach's nationality, passport number or date of birth, and fails to provide any mention of benefits such as accommodation, transportation, visas, or airfare.

b. Evidentiary failures and procedural irregularities at the FIFA proceedings.

75. Notwithstanding the foundational principle that the party asserting a contractual claim bears the burden of proof as to the existence and authenticity of supporting evidence, the FIFA PSC failed to impose upon the Coach any substantive evidentiary obligations regarding the messages submitted in support of his claim. No forensic or procedural inquiry was conducted into authenticity, reliability, or admissibility of the communications.

76. In addition, the Club was placed at a distinct procedural disadvantage due to the inadequate legal representation afforded by its former counsel during the FIFA PSC adjudication. Although acting without malice, the Club's then-counsel demonstrated limited linguistic proficiency and a manifest misapprehension of both the legal framework and factual intricacies underlying the dispute. As a result, the Club's central arguments were misarticulated, critical objections were left undeveloped and procedural entitlements were inadequately asserted.

c. Non-binding nature of the Offer.

77. Within the Coach's WhatsApp message exchange with Mr. Nabil Ngadi and Mr. Ayman, the latter expressly stated: "[*t*]*he Visa it's only electronic gets done very fast we are now waiting only for contract first.*" This message confirms that the Agents themselves—acting on behalf of the Coach—understood the Offer to be nothing more than a non-binding letter of interest, pending the formalization of a final contract. At no stage was the Offer understood by the Parties themselves to operate as a concluded agreement.

78. This evidentiary context undermines the Coach's claim that the letter constituted a binding contract. Rather, it reveals an orchestrated reinterpretation by the Coach and his Agents, seemingly designed to fabricate contractual liability for the purpose of extracting financial compensation from the Club.

79. The fundamental requirement of mutual consent (*consensus ad idem*) is absent in the present case. The record indicates that the Offer was drafted and transmitted by the Club to the Coach via informal digital means. However, the Offer contains no express invitation to accept, nor any request, explicit or implicit, for its countersignature.

d. Legal analysis of authority and agency.

80. The record shows that Mr. Ngadi unilaterally converted the Offer from JPEG to PDF format and transmitted it to the Coach. This act was undertaken entirely *sua sponte*, without authorization, instruction, or subsequent ratification by the Club or any member of its executive or administrative structure. No written mandate, instrument of delegation, or established agency relationship—whether express or implied—exists that would attribute legal effect to Mr. Ngadi's actions under the principles of representation governed by Swiss law (cf. Articles 32–33 of the SCO).

e. Fabricated acceptance and chronological implausibility.

81. The alleged formation of the agreement occurred within an exceedingly narrow window, between 00:44 a.m. and 00:48 a.m. on the same date. Within this four-minute interval, the document was purportedly converted from JPEG to PDF format, transmitted to the Coach, signed, and returned. Given the structural and procedural realities of institutional workflows and the absence of any automated or pre-approved contract execution system, it is inconceivable that the Club could have reviewed, validated and confirmed such Offer within this time frame.

f. Conflict of interest and evidentiary manipulation

82. The Club respectfully submits that the evidentiary corpus advanced by the Coach is compromised by its reliance on communications originating from or curated by individuals (Mr. Nabil Ngadi and Mr. Ayman) acting in a conflicted, unauthorized and

non-neutral capacity. Specifically, the WhatsApp messages and associated digital exchanges submitted in support of the Coach's claim comprise excerpts that are either selectively cropped, contextually distorted, or potentially altered, with the evident purpose of fabricating an appearance of mutual consent or juridical consensus where none in fact existed.

83. The omitted portions reveal that the Coach questioned the Club's legitimacy and competitive standing as a professional football entity, casting serious doubt on the veracity of his purported good-faith reliance or serious contractual intent. Such statements erode the plausibility of any belief that a formal and binding agreement existed.

84. Moreover, within the same series of messages, Mr. Ngadi expressly identified himself as acting on behalf of the Coach, stating "*I will find a club for you as soon as possible.*" This declaration is dispositive: it confirms that Mr. Ngadi was not an agent or emissary of the Club but was operating in direct furtherance of the Coach's professional interests.

e. Improper findings of replacement and termination.

85. The Club submits that the subsequent appointment of Mr. Carlos Hernandez by the Club constitutes an autonomous act of internal personnel reorganization, wholly devoid of any juridical implication with respect to the Coach. It is axiomatic in contract law that one cannot be dismissed—or replaced—in the absence of an existing legal relationship capable of termination. The principle *ex nihilo nihil fit* applies: a contractual right or obligation cannot be extinguished if it never came into existence.

B. THE COACH'S POSITION

86. In his Answer to the Appeal Brief, the Coach requested the following prayers for relief:

"*1. To establish that all claims of the Appellant shall be rejected.*
2. To decide dismissal of the Appellant's application.
3. To confirm the Decision of the FIFA DRC.
4. To condemn the Appellant to the payment in favor of the Respondent of the legal expenses (in a total amount of 15.000.-Swiss Francs) incurred.
5. To establish that the costs of the present arbitration procedure shall be borne by the Appellant.
6. Any other relief the Panel may deem appropriate and necessary."

87. The Coach's submissions to support his prayers for relief can be, in essence, summarised as follows:

a. Club's contradictions.

88. The legal arguments of the Appellant before the FIFA PSC and CAS hereby include

serious contradictions from several perspectives.

89. The Club hereby claimed the fabrication of evidence (also cropped and altered), which should be subjected directly to criminal law rather than being addressed in these proceedings. Also, the burden of proof lies to the Club to prove those allegations.

90. While the Club defined the objected document as an offer in all its correspondences before the FIFA PSC, then hereby before CAS refers to it as an interest letter.

91. From the Coach's legal perspective, there should be at least balance between each party's legal arguments before FIFA, CAS or any other courts. The Parties should not be contrary to their previous correspondences, evidence and allegations. Otherwise, this situation would cause a lack of credibility and lack of seriousness in this case.

92. In addition, regarding the FIFA Football Tribunal cases provided by the Club, the offers related to those case studies include validity clauses, as contrary to the official Offer signed and sent by the Club.

b. Alleged absence of mandate/representation agreement – FIFA License of the Agents.

93. The facts such as the alleged absence of mandate, representation agreement and FIFA license of the Agents are completely irrelevant to this case. The Club tries to shift all the attention to those points and avoids discussing about the signed official Offer, its validity and the Club's responsibility towards the Coach as a result of the contractual relationship.

94. The Club has admitted several times in his correspondence before the FIFA PSC that it has sent an official offer to the Coach. For this reason, whether the Agents had a license or not, whether there is a mandate given by the Club or not, whether there is a representation agreement by the Club or not is not important in this case.

c. The description of the Offer.

95. There is no doubt that the document sent by the Club is an offer, not an interest letter or any other kind of document. It is also clearly stated on the heading and first paragraph of the document as an ''Offer''. In case the Club wished to send an interest letter and/or any other kind of document, then the Club would have never sent this document as an offer.

96. This document also includes all essential elements of an offer such as the Coach's name, his position/role, term of the agreement, remuneration, signature of the Parties, stamp and official template of the Club.

97. Moreover, the Club has asserted that the Offer constitutes a preliminary agreement and bears a conditional nature. However, the allegation that the Offer was non-binding is unfounded. Under Article 7 of the SCO, a non-binding offer is expressly defined. According to this provision, an offer may be regarded as non-binding only when a reservation to that effect has been expressly made or when the nature of the transaction

so requires. In the present dispute, no such circumstances can be identified.

98. Pursuant to the general principles of law, and in accordance with Article 156 of the SCO, the maxim "*Nemo auditur propriam turpitudinem allegans*" applies, meaning that no one may benefit from his own wrongful conduct. In the present case, the Offer alleged to be invalid was drafted by the Club itself; therefore, invoking its invalidity constitutes an abuse of rights.

d. Alleged absence of ratification (signature) of the Club.

99. On the Offer, there is the signature of the Club's President and the Club's stamp on the template. The Club's signature and/or the Offer itself have not been forged, fabricated or artificially altered. This argument automatically implies that the Club itself bears the burden of proving such alleged fact, thus it cannot shift the burden of proof to the Coach.

100. Additionally, although there is clear signature of the Club on the Offer, under Swiss Law, a signature is not a mandatory element to enter into a valid employment agreement, as it was stated in the CAS award CAS 2023/A/10069:

"*CAS jurisprudence has confirmed that, under Swiss Law, a signature is not a mandatory element. See, for instance, CAS 2020/A/6914: "As noted above, the Sole Arbitrator concludes that, under Swiss Law, a signature is not a mandatory element, contrary to the arguments put forward by the Club. Put differently, parties can enter into a valid employment agreement without the existence of a signature, which also follows from CAS jurisprudence (see, inter alia, CAS 2017/A/5121 and CAS 2016/A/4843). In this regard, the Sole Arbitrator refers to Article 320(1) of the SCO, from which it follows that "[e]xcept where the law provides otherwise, the individual employment contract is not subject to any specific formal requirement""*

101. Moreover, the CAS award CAS 2024/2/10334 determined the following:

"*Moreover, according to Article 1(1) of the SCO, a contract is considered concluded if offer and acceptance are congruent, such that there exists a consensus, i.e., a true and common intention to conclude the contract. In other words, whether the parties have concluded a contract is a question of interpreting their expressions of intent (Swiss Federal Tribunal 144 III 93, consid. 5.2); signatures do not constitute essentialia negotii in that regard.*"

e. *Essentialia negotii*

102. The main legal discussion between the Parties is whether the Offer sent by the Club includes *essentialia negotii*, so it is legally binding for the Parties or not. According to Swiss Law, specifically SCO Articles 1, 2, 11, 319 and 320, an employment agreement can be validly concluded without need to consider any specific form.

103. The Club contends in its submission that the Offer omits essential contractual elements,

referring to the absence of a place of performance, a clearly defined commencement date, the remuneration structure, and provisions concerning logistical obligations. However, under the Principles of European Contract Law, Articles 2:101 and 2:103, the existence of such elements is not required for a contract to be validly concluded.

104. In this sense, the CAS award CAS 2021/A/8114 stated the following:

"*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.*"

105. Although the FIFA regulations do not specify minimum requirements for a valid employment contract beyond the written form requirement outlined in Article 2.2 of the RSTP, there is substantial CAS case law that addresses this issue. The sole arbitrator in the award CAS 2021/A/8070 case referenced the case law from CAS to outline the conditions under which an offer may be deemed an employment agreement and become binding:

"*The following is a citation from one of the many decisions concerning this issue, in the extensive CAS case law, i.e. case CAS 2015/A/3953 & 3954, para. 44:*

"Considering the document in question, the Panel considers that it includes: i) a date, ii) the name of the parties, iii) the duration of the contract, iv) the amount of remuneration, and v) the signature of the parties. According to CAS jurisprudence, such text includes all essentialia negotii and is therefore considered a valid and binding agreement (amongst others, CAS 2013/A/221)."

106. Regarding the distinction between a contract and a preliminary agreement, the CAS award CAS 2016/A/4709 determined:

"*In this respect, the Panel also makes reference to the well-established principle in CAS jurisprudence according to which: "La réglementation de la FIFA ne donne aucune indication sur la notion de précontrat. En revanche pour le droit suisse (art. 22 CO), le précontrat est un contrat bilatéral par lequel les deux parties, ou l'une d'elles seulement, s'engagent à conclure un contrat déterminé dans le futur. Toutefois, en ce qui concerne le contrat de travail, il résulte clairement de l'art. 320 al. 2 CO que l'élément déterminant pour en présumer sa conclusion est l'accord sur l'exécution d'un travail, contrepartie d'une rémunération. Dès lors que la convention passée entre un joueur et un club contient toutes les conditions nécessaires à l'existence d'un contrat de travail, soit la description du travail à fournir, la durée de l'engagement et le salaire, le seul fait que l'entrée en service ait été convenue pour un terme futur ne suffit pas pour conclure à l'existence d'un précontrat plutôt que d'un contrat" ([free translation: The regulations of FIFA give no indication on the concept of pre-contract. In contrast to Swiss law (Art. 22 CO), pre-contract is a bilateral contract in which both parties, or only one of them, undertake to enter a specific contract in the future. However, with regard to the employment contract, it is clear from art. 320 al. 2 CO that the decisive criteria of an*

employment contract is the agreement on the performance of work, for remuneration. Since the agreement between player and club contains all the necessary conditions for the existence of a contract or the description of the work required, duration of engagement and pay, the fact that entry into service has been agreed for a future term is not sufficient for a finding of a preliminary contract rather than a contract]; TAS 2006/A/1082 & 1104)."

107. An employment contract only needs contain the following four *essentialia negotii* to be valid: duration of the agreement, subordination of the employee to the employer, personal performance and wages. Which is further confirmed in the CAS award CAS 2006/A/1024: "[*p*]*ursuant to art. 319 CO, an employment contract need only contain the following four essentialia negotii to be valid: duration of the agreement, subordination of the employee to the employer, personal performance and wages. Therefore, unless expressly so reserved, the agreement is valid without registration by a sports authority*". Moreover, the abovementioned CAS 2023/A/10069 stated:

"*… an employment agreement shall contain the four essentialia negotii (CAS 2006/A/1024 & CAS 2017/A/5402):*
a) The duration of the agreement
b) The subordination of the employee to the employer
c) The personal performance
d) The wages"

108. As clearly described above, the Offer sent by the Club to the Coach includes all key elements, namely:

- The date is visible in the upper left corner of the document indicating that the Club prepared the document on 21 July 2024.
- The Offer is drafted on an official Club template and it is signed by the Club president, Mr. Ahmet Hadam. It is addressed directly to Mr. Slavche Vojneski. Thus, the names of the Parties involved are prominently featured in the Offer.
- The Offer specifies that the duration of the employment relationship is one season.
- The Offer explicitly states the salary amount as of USD 100,000.
- The Offer includes both the official seal of the Club and the signature of its President. The Coach subsequently signed the Offer and returned it, thereby ensuring that the signatures of both Parties are present in the Offer.

109. Regarding the fact that the Offer did not include a time limit, the Coach states that he had signed and returned it immediately upon receipt. Accordingly, the Offer is binding on the Club in accordance with Article 5 of the SCO.

110. Furthermore, Article 10 of the SCO specifies that when a contract is concluded in the parties' absence it becomes effective upon the sending of the acceptance. Consequently, the contract should be considered to have commenced on 22 July 2024.

111. The Club cannot be contrary to the principle of *estoppel* or *venire contra factum proprium* by acting in bad faith, changing his mind and willing to appoint another coach after

agreeing and accepting the terms with the Coach.

112. In consequence, the Club has breached its contractual obligations and must compensate the Coach for the resulting damages.

f. Mitigation of the damages by the Coach.

113. Following the Club's bad faith, sudden change of his decision and appointment of another Coach, the Coach could not find any other football club to work until he signed with Petrocub.

114. A critical point is that the Coach has not worked for any football club almost two and half years until summer transfer season of 2024/25. Unfortunately, it was not easy for the Coach to find any football club at which to work after his inactivity for a long period.

VI. JURISDICTION

115. The CAS jurisdiction derives from Article R47 of the CAS Code that provides as follows:

"*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*".

116. Article 49 (1) of the FIFA Statutes May 2024 edition (hereinafter, the "FIFA Statutes"), reads as follows:

"FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents".

117. The Sole Arbitrator notes that the Parties expressly confirmed CAS jurisdiction in their respective submissions, which is further confirmed by the Order of Procedure, duly signed and returned by the Parties.

118. Consequently, the Sole Arbitrator concludes that CAS has jurisdiction to adjudicate and decide the present appeal.

VII. ADMISSIBILITY

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

"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".

120. Article 50 (1) of the FIFA Statutes states the following:

"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".

121. Lastly, the Appealed Decision confirmed that:

"A*ccording to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision*".

122. The Sole Arbitrator notes that the admissibility of the appeal is not contested by the Parties.

123. The grounds of the Appealed Decision were notified to the Parties on 2 April 2025 and the Statement of Appeal was filed on 21 April 2025, *i.e.* within the time limit required both by the FIFA Statutes.

124. Consequently, the Sole Arbitrator finds that the appeal filed by the Club is admissible.

VIII. APPLICABLE LAW

125. Article R58 of the CAS Code reads as follows:

"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".

126. In addition, Article 49 (2) of the FIFA Statutes establishes 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".

127. Moreover, the Sole Arbitrator notes that, according to the Parties' submissions and legal references therein, the Parties agree that the various FIFA Regulations are applicable to the matter at stake and, subsidiarily, Swiss Law is also applicable.

128. Based on the above, the Sole Arbitrator confirms that the present dispute shall be resolved based on the applicable FIFA Regulations and, subsidiarily, on Swiss Law.

IX. MERITS

A. Preliminary Issues

129. As a preliminary issue, and attending the Club's requests of being authorised to submit a "written hearing statement" and to invite the Coach for a further disclosure of evidence, the Sole Arbitrator recalls that on 10 November 2025, the CAS Court Office, on behalf of the Sole Arbitrator, informed the Parties that the mentioned requests were denied and the ground of said decision would be set in the final award.

130. In this respect, the Sole Arbitrator recalls the undisputed facts:

- On 4 June 2025, the CAS Court Office informed the Parties that the Club should submit "*a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits – which shall be clearly listed and numbered – and other evidence upon which it intends to rely*".
- On 23 June 2025, within the extended deadline, the Club submitted its Appeal Brief with its respective evidence.
- On 8 September, the CAS Court Office informed the Parties that the Coach should submit his Answer to the Appeal Brief containing *inter alia* a statement of defence and the evidence and witnesses in which he intended to rely.
- On 10 October 2025, within the granted extended deadline, the Coach submitted his Answer to the Appeal Brief with its respective evidence. Moreover, in the mentioned Answer to the Appeal Brief, the Coach requested an in-person hearing to take place.
- On 13 October 2025, the CAS Court Office informed the Parties that "[*u*]*nless the Parties agree or the Sole Arbitrator orders otherwise on the basis of exceptional circumstances, Article R56 of the Code, provides that the Parties shall not be authorized to supplement or amend their requests or their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely, after the submission of the Appeal Brief and of the Answer.*"
- On 27 October 2025, the Club indicated that it did not intend to participate in the hearing. In addition, the Club requested to be allowed to file a "written hearing statement" and to the Sole Arbitrator to invite the Coach to produce further evidence.

131. Regarding the Club's request for a further written submission instead of participating at the hearing, the Sole Arbitrator recognises that both written submissions and participation in a hearing are procedural rights granted to parties to present their case, arguments and evidence.

132. However, the Sole Arbitrator also highlights the practical difference and order for the mentioned procedural opportunities. While the written submissions are meant for the parties to present their case in full with their respective views on facts, legal arguments and written evidence; the hearing is not meant for a repetition of what has been stated in the written submissions, but an opportunity for the parties (and the sole arbitrator or panel) to examine the witnesses or experts and, having known each party's position by their written submissions, to present their case and highlight the most relevant issues before the sole arbitrator or panel once all evidence, written or oral, has been presented.

133. Accordingly, and regardless of whether a hearing could not take place according to Article 44.2 of the CAS Code, the written submissions and a hearing are not meant in principle to be supplemented by each other but complementary in the proceedings.

134. The Sole Arbitrator considers that if the Club wanted to examine the witness presented by the Coach or to highlight once again relevant matters of its case, the adequate procedural opportunity should have been at a hearing and not by new written submissions, reminding also that it had already used said medium in the procedural step of the submission of the Appeal Brief.

135. Moreover, Article R56 of the CAS Code provides as follows:

"*Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer.*"

136. Accordingly, the Sole Arbitrator recalls that the Club had not specified any exceptional circumstance that would enable the submission of further written submissions after the submission the Appeal Brief and the Answer to the Appeal Brief.

137. In consequence, the Sole Arbitrator rejected the Club's request for the submission of a "written hearing statement".

138. Regarding the Club's request for the Sole Arbitrator to invite the Coach to "*produce any additional evidence deemed necessary for a proper and complete adjudication of the case"*, the Sole Arbitrator recalls Article 44.3 of the CAS Code that determines the following:

"*A party may request the Panel to order the other party to produce documents in its custody or under its control. The party seeking such production shall demonstrate that such documents are likely to exist and to be relevant.*

If it deems it appropriate to supplement the presentations of the parties, the Panel may at any time order the production of additional documents or the examination of witnesses, appoint and hear experts, and proceed with any other procedural step"

139. In this respect, the Sole Arbitrator identified that the Club had not specified any particular evidence to be disclosed by the Coach but was limited to "*produce any additional evidence*".

140. Moreover, the Sole Arbitrator recalls the well-stablished CAS jurisprudence regarding broad evidentiary requests or "fishing expeditions"; in this regard, the panel of the case CAS 2022/A/8833 reminded that:

"*The Panel has the power under Article R44.3 to order production of documents which are not in the Appellant's possession or control, are likely to exist and are relevant to the*

Appellant's case. It is established CAS jurisprudence that a CAS Panel is unlikely to grant a disclosure request that is too broad and amounts to nothing more than a fishing expedition unde1taken by an appellant with the hope of finding a document relevant to its case (CAS 2017/A/5498 and CAS 2017/A/5242)."

141. Accordingly, the Sole Arbitrator considers that such a broad request did not comply with the requirements set by Article R44.3 of the CAS Code.

142. Furthermore, the Sole Arbitrator observes that the same Article R44.3 of the CAS Code enables a CAS panel to order the production of additional documents if it deems it appropriate.

143. In the present case, the Sole Arbitrator, recalling that it is the Parties' duty to propose the means of proof in order to discharge their burden of proof regarding their alleged facts and prayers for relief, did not identify any additional evidence needed to decide the present case and considers himself sufficiently informed to proceed with a decision, mostly if neither of the Parties had pointed a relevant evidence that as not disclosed in the case file.

144. In this regard, the panel of the cases CAS 2023/A/9953 & CAS 2023/A/9954 & CAS 2023/A/9978 indicated:

"*… the Panel adheres to the principle enshrined in Article 8 of the Swiss Civil Code ("SCC") providing that unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact, which principle is also established by CAS jurisprudence that "in 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" (e.g. CAS 2003/A/506, para. 54; CAS 2009/A/1810&1811, para. 46; and CAS 2009/A/1975, paras. 71ff).*".

145. Consequently, the Sole Arbitrator rejected the Club's request for the Sole Arbitrator to invite the Coach to produce further evidence.

146. For the sake of completeness, the Sole Arbitrator notes that the Club raised several allegations regarding potential procedural failures during the FIFA Proceedings. In this regard, the Sole Arbitrator does not observe a procedural deficiency in said proceedings according to the applicable regulations. However, in any case, as largely accepted in CAS Jurisprudence (e.g. CAS 2022/A/9078), procedural violations may be healed in *de novo* proceedings before CAS. Consequently, having not proved any grave procedural deficiency, the Sole Arbitrator finds no further procedural instructions to be taken related to the Club's allegations.

B. Legal Analysis

147. The present arbitration concerns the Appealed Decision ordering the Club to pay the Coach the amount of USD 100,000 plus respective interest as compensation for breach of contract. The Club requested to set aside such decision or, subsidiarily, to reduce the amounts awarded to the Coach. The Coach requests the dismissal of the appeal and to uphold the Appealed Decision.

148. Based on the Appealed Decision's findings and the Parties' submissions with their prayers for relief, the Sole Arbitrator highlights the following proven facts of the case:

- On 2024/2025 Iraqi summer transfer window, Mr. Nabil Ngadi and Mr. Ayman contacted the Coach to initiate discussions regarding a possible employment agreement between the Club and the Coach.
- On 22 July 2024, Mr. Nabil Ngadi forwarded to the Coach the Offer signed by the President of the Club.
- The Offer states as follows:

  "*We would like to show our interest of the coach Mr. vojneski slavche to coach our team for the season 2024-2025 and we offer the following:*

  - *100000 us dollar per season*
  - *One season*

  Hopefully to reach an agreement between the parties and join our team for the next season"
- On the same date, the Coach signed the Offer.
- On 28 July 2024, the Club announced the appointment of Mr. Carlos Hernandez as main coach of the Club's first team.

149. The Sole Arbitrator identifies that he is entrusted to decide on the following issues:

a. Did the Club and the Coach enter into a contractual relationship?
b. In the affirmative, did the Club breached its contractual relationship with the Coach?
c. In the affirmative, what is the payable compensation entitled by the Coach?

150. The Sole Arbitrator addresses the mentioned matters as follows:

a. Did the Club and the Coach enter into a contractual relationship?

151. Regarding this matter, the Club raised two kinds of objections: a) the Agents were not entitled to act on behalf of the Club, and b) the Offer itself did not have the essential elements to bind the Parties in a full agreement, but was just a first letter of intention.

152. Related to the Agents, the Club alleges that the Agents had no legal standing to act on behalf of the Club as they did not possess any authorization or mandate to do so. Moreover, the Agents could not exercise said Club's representation as they were not

licensed by the time.

153. In this sense, the Sole Arbitrator identifies that in fact there is no submitted evidence regarding the Agents mandate or equivalent signed by the Club nor any proof that, by the time of the factual background of the case, the Agents were licensed by FIFA.

154. However, the Sole Arbitrator highlights that it remained proved and undisputed that the Offer sent by Mr. Nabil Ngadi to the Coach included the valid signature of the Club's President.

155. Furthermore, the Sole Arbitrator recalls that the present arbitration is entrusted to determine if the Club and the Coach had validly entered into a contractual relationship, and not if the Agents have breached the FAR or claimed to act on behalf of the Club with a signed mandate from it. In other words, it is of the interest of the case to determine the existence of intention from the Club, and any potential misbehaviour from the Agents, if any, would exceed the scope of the present proceedings.

156. Accordingly, the fact that the Offer presented to the Coach included the valid signature from the President of the Club is an unequivocal sign of the Club's intention to acquire the services of the coach and the validity of the Offer. Under said conclusion, and regardless of whether the Agents were acting as representatives of the Club given the conclusive act of delivering the signed Offer, messengers or any other qualification, the Sole Arbitrator recalls Article 5(1) of the SCO regarding offers made in the offeree's absence:

"*Where an offer is made in the offeree's absence and no time limit for acceptance is set, it remains binding on the offeror until such time as he might expect a reply sent duly and promptly to reach him.*"

157. Accordingly, the Sole Arbitrator considers that the Offer was indeed proposed by the Club, represented its interest and was indeed delivered to the Coach.

158. Notwithstanding the above, the Club also considers that the Offer itself has no capacity to bind the Parties as it is only an interest letter. In this regard both Parties agree that in order to analyse the legal capacity of a document it is to be observed if it contains all the essential elements to do so or *essentialia negotii*.

159. In this respect, the Sole Arbitrator recalls the well-stablished CAS jurisprudence regarding the conditions to consider that an agreement complies with its *essentialia negottii,* the sole arbitrator in the award CAS 2021/A/8292 stated:

"*The Sole Arbitrator notes that the FIFA RSTP do not expressly specify the form of a valid employment contract. The Sole Arbitrator observes, however, the FIFA circular 1171 of 24 November 2008 which sets out the minimum requirements for a contract, CAS jurisprudence and Swiss Law also emphasise the requirements of a valid employment contract. According to Article 320 of the Swiss Code of Obligations:*

"1. Unless otherwise provided for by law, an individual employment contract requires no special form in order to be valid.

2. An employment agreement is deemed to have been concluded if someone accepts a person's work for a certain period of time and under the given circumstances, such work would normally be done for remuneration".

Furthermore, the Sole Arbitrator notes also that according to Article 1(1) and Article 2(1) of the Swiss Code of Obligations (SCO), an agreement is concluded only if the parties have, reciprocally and by mutual assent, expressed their common intent on all essential points. If an employment contract includes, inter alia, (i) a date, (ii) the names of the parties, (iii) the duration of the agreement, (iv) the position of the employee, (v) the remuneration components to be paid, and (vi) the signatures of the parties, it contains all essentialia negotii to be considered a valid and binding agreement between the parties (see, for example, CAS 2017/A/5164, paras 128 – 130)."

160. Accordingly, the Sole Arbitrator contrasts the abovementioned considerations with the elements contained in the Offer:

- Besides the date in the upper-left corner of the Offer, the Parties agree that it was sent to the Coach on or about 21 or 22 July 2024.
- The name of the Coach is clearly identified; the name of the Club is not only present in the upper-left of the Offer but is also present at the Offer's letterhead.
- The Offer established that the Club offered the Coach to be the Club's coach for the 2024-2025 season. Although "2024-2025 season" is not an exact date, it is clearly determinable giving the context of the Offer and the Club, i.e. the 2024/2025 season is the sporting season determined by the Iraqi Football Association, which started on 2 August 2024 and finalised on 1 July 2025.
- The position offered to the Coach is clearly determined as the coach of the Club.
- The Offer presented the Coach a proposal of USD 100.000 for the 2024/2025 season.
- The Offer presented to the Coach was initially signed by the Club's President, once received the Coach proceeded to sign it as well. Accordingly, the Offer ultimately contained the signature of both Parties.

161. In consequence, the Sole Arbitrator considers that the Offer did comply with the *essentialia negotii* to duly bind the Parties in the terms agreed therein.

b. Did the Club breached its contractual relationship with the Coach?

162. Given the Parties' submissions, it is identified that, while the Coach considers that the appointment by the Club represents a termination of the contractual relationship with him, the Club alleges that the appointment of a new coach cannot represent a termination of another contract.

163. To determine whether the appointment of a new coach represents a termination of the Parties' contractual relationship, the Sole Arbitrator identifies that in the Annex 2 of the RSTP relative to "*Rules for the employment of coaches*" the only reference to just cause is found in its Article 4 by stating that:

"*A contract may be terminated by either party without the payment of compensation where there is just cause.*

Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause."

164. In an analogy or similar exercise, regarding to players, the same RSTP mentions in its Article 14 that "[*i*]*n 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.*".

165. Specifically, regarding the concept of just cause, the aforementioned Annex 2 of the RSTP relative to "*Rules for the employment of coaches*", the FIFA Commentary on the RSTP established in its page 567:

"*… Like for players, the definition of just cause in the rules is not exhaustive. The existence of just cause is assessed on a case-by-case basis, taking into account all relevant circumstances of a specific case, and in line with the well-established jurisprudence of the FT.*

Similarly, the PSC has also established that in relationships involving coaches, it is for the party notifying the premature termination of a contract to demonstrate that such termination took place as an ultima ratio measure. Put differently, the interested party bears the burden of demonstrating that the continuation of the employment relationship became impossible or the bind and mutual trust between the employer and the employee was broken."

166. The Sole Arbitrator observes that the mentioned concepts are aligned with Swiss Law and long-standing CAS Jurisprudence, e.g. the sole arbitrator in the award CAS 2024/A/10736 recalled:

"*Under Swiss law, good cause exists whenever the terminating party cannot be expected in good faith to continue the employment relationship (Article 337 par. 2 of the SCO), and in accordance with CAS jurisprudence, only material breaches of a contract can possibly be considered just cause for the termination of an employment contract (CAS 2013/A/3091).*"

167. In the present case, it is undisputed that after the signature of the Offer by both Parties, the Club announced the appointment of Mr. Carlos Hernandez as coach of the Club, which heavily contrasts with the Offer wording signed by the Club proposing to Mr. Slavche Vojneski "*to coach our team for the season 2024-2025".*

168. The Sole Arbitrator identifies that, even if the appointment of Mr. Carlos Hernandez does not refer directly to the Offer signed by the Club and the Coach, said appointment does involve the same position that was previously offered and signed by the Club to the Coach. Consequently, the appointment of Mr. Carlos Hernandez replaced the position and functions that, according to the signed Offer, corresponded to the Coach's role.

169. Thus, the Sole Arbitrator considers that the appointment of Mr. Carlos Hernandez as the Club's coach emptied the Coach's position and functions with the Club. Even if such change does not refer directly as a termination by the Club, it does represent an essential change to the Coach's contractual conditions.

170. Accordingly, the Coach did have a contractual relationship with the Club but faced its position and functions occupied. With the lack of such a substantial element of the Parties contractual relationship, no contract could be expected to continue.

171. In consequence, the Sole Arbitrator confirms the Appealed Decisions findings that the Club breached the Offer signed with the Coach.

c. What is the payable compensation entitled by the Coach?

172. The Appealed Decision determined that given that the Parties had not agreed on a provision that set an amount of compensation payable in the event of breach of contract, the Coach was awarded the residual value of the Offer.

173. In this regard, the Club alleges in its submissions that the Coach had a duty to mitigate his damages, which he failed as per not showing reasonable efforts to reduce his losses. The Coach, in turn, has confirmed that he remained unemployed until he signed a new employment agreement with Petrocub on 1 April 2025.

174. As previously mentioned, the Annex 2 of the RSTP regulates the "*Rules for Employment of Coaches*", which in its Article 6.2.a) establishes the following:

"*6. Consequences of terminating a contract without just cause.*
1. In all cases, the party in breach shall pay compensation.
2. Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:
Compensation due to a coach
a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated"

175. The abovementioned reasoning has been constantly applied by CAS jurisprudence taking into account as well Swiss Law, e.g. the panel of the case CAS 2020/A/7175, that was also related to a coach, recalled the following:

"*According to Swiss jurisprudence (ATF 133 III 659 consid. 3.2.) as well as CAS jurisprudence (TAS 2008/A/1491) the employee who has terminated the employment contract with just cause can claim the loss of earnings consecutive to the termination of the employment relationship, which is equivalent to the amount an employee who has been unjustly dismissed with immediate effect can claim in application of Article 337c (1) and (2) CO ["le travailleur peut ainsi réclamer la perte de gain consecutive à la résiliation des rapports de travail ce qui équivaut au montant auquel peut pretender un salarié injustement licencié avec effet immédiat en application de l'art. 337c al. l et 2 CO" (ATF 133 III 659 consid. 3.2)]. Thus, in theory, the Respondent is entitled to compensation corresponding to what he would have earned had the Contract been fulfilled to its expected date of expiry, pursuant to the so-called doctrine of restitution*

(CAS 2015/A/4161)."

176. The Sole Arbitrator finds in the case file that it is proven that the Coach effectively remained unemployed since the Club's breach of contract and the Coach's new employment agreement with Petrocub, which was valid as from 1 April 2025 until 31 May 2025 with a monthly salary of MDL 16,100. Furthermore, the Sole Arbitrator reminds that the Offer signed by the Club and the Coach was valid for the 2024/2025 Iraqi sporting season, i.e. as from 2 August 2024 and to 1 July 2025.

177. For the sake of completeness, the Sole Arbitrator observes that on the file there is no proof of any specific new offer that was presented to the Coach and rejected by him, hence there is no indication of bad faith or lack of diligence in securing a new employment (which he ultimately did) that may lead to conclude that the due compensation is an unjust enrichment for the Coach.

178. Accordingly, the Sole Arbitrator confirms the Appealed Decisions finding that the Coach shall be compensated with the remaining amount of the Offer, i.e., USD 100,000. However, the two months in which the Coach was employed by Petrocub fall within the original term in which he would be employed by the Club. Accordingly, any amount gained during said period shall be reduced from the compensation as the Coach did mitigate his damages. In this regard, the Sole Arbitrator notes that the professional situation of the Coach evolved subsequent to the issuance of the Appealed Decision, such that the Coach's employment agreement with Petrocub could not have been taken into consideration in the FIFA PSC proceedings.

179. In consequence, the Coach achieved to compensate his damages for April 2025 by the amount of USD 901.60 and for May 2025 by USD 933.80, according to the exchange rates of said months.

180. Therefore, the compensation that the Club shall pay to the Coach amounts to USD 98,164.60.

181. Lastly, the Sole Arbitrator confirms that, in accordance with Article 104 of the SCO and with the absence of any agreement of the Parties regarding an applicable interest rate, the Club shall pay a 5% interest rate as from 28 July 2024, date in which the Club breached the Offer signed with the Coach, until the date of effective payment.

X. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Karbala Sports Club on 21 April 2025 against the Decision FPSD-15945 rendered on 28 January 2025 by the Player's Status Chamber of the FIFA Football Tribunal is partially upheld.

2. The FPSD-15945 rendered on 28 January 2025 by the Player's Status Chamber of the FIFA Football Tribunal is confirmed, except paragraph 2 of the operative part, which shall provide as follows:

   2. The Respondent, Karbala Club, must pay to the Claimant the following amount:
   - ***USD 98,164.60 as compensation for breach of contract plus 5% interest p.a. as from 28 July 2024 until the date of effective payment***

3. (…).

4. (…).

5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 25 March 2026

THE COURT OF ARBITRATION FOR SPORT

José Juan Pintó Sala

Sole Arbitrator