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

CAS 2025/A/11494 Yukatel Adana Demirspor A.S. v. John Steven Mendoza Valencia & Club León FC

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President:	Prof Dr. Martin Schimke, Attorney-at-law in Düsseldorf, Germany
Arbitrators:	Mr. Hugo Vaz Serra, Attorney-at-law in Lisbon, Portugal
	Mr. Mark Andrew Hovell, Solicitor in Manchester, United Kingdom

in the arbitration between

Yukatel Adana Demirspor A.S., Türkiye

Represented by Mr. Juan de Dios Crespo Pérez, Mr. Umur Varat and Mrs. Aygin Kuruloglu, attorneys-at-law in Valencia, Spain

- Appellant -

and

John Steven Mendoza Valencia, Colombia

Represented by Mr. Evandro Luis Rezende Forte, attorney-at-law in São Paulo, Brazil

- First Respondent -

Club León FC, Mexico

Represented by Mr. Lucas Ferrer, Mr. Luis Torres and Mr. Joan Milà, attorneys-at-law in Barcelona, Spain

- Second Respondent -

I. PARTIES

1. Yukatel Adana Demirspor A.S (hereinafter the "**Appellant**", the "**Club**", or "**Adana**") is a professional football club with its registered office in Adana, Türkiye. The Appellant is a member of the Turkish Football Federation (the "**TFF**"), which in turn is affiliated to the *Fédération Internationale de Football Association* ("**FIFA**").

2. John Steven Mendoza Valencia (hereinafter the "**Player**" or the "**First Respondent**") is a Colombian professional football player.

3. Club León FC (hereinafter "**León**" or the "**Second Respondent**") is a professional football club with its registered office in León, Mexico. The Second Respondent is a member of the Mexican Football Federation (the "**MFF**"), which in turn is affiliated to FIFA.

4. Where appropriate, the Appellant and the First and Second Respondents will be jointly referred to as the parties to the dispute (the "**Parties**").

II. INTRODUCTION

5. These proceedings before the Court of Arbitration for Sport ("**CAS**") concern a dispute regarding the validity of the Player's contractual termination of an employment contract between him and the Appellant and the Player's subsequent move to the Second Respondent.

6. In particular, these proceedings concern an appeal brought by the Appellant against a decision of the FIFA Football Tribunal Dispute Resolution Chamber (the "**FIFA DRC**") passed on 27 March 2025 in the matter bearing reference number FPSD-15650 (the "**Appealed Decision**"), finding that the Player had just cause for his termination of the employment contract with the Appellant, and ordering the Appellant to pay various sums to the Player. The Appellant now seeks, *inter alia*, a decision confirming that the Player's termination of said employment contract was without just cause and requests that various sanctions be imposed on the First Respondent and the Second Respondent.

III. FACTUAL BACKGROUND

7. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence examined in the course of the present proceedings. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award (the "**Award**") only to the submissions and evidence it considers necessary to explain its reasoning.

A. Background facts

8. On 6 February 2024, the First Respondent and the Appellant concluded an employment contract (the "**Contract**") valid as from its date of signature until 30 June 2025. The Contract contained (*inter alia*) the following clauses:

Articles 3-I and 3-II of the Contract:

"I. 2023/2024 SEASON:

MONTHLY SALARY:

The yearly salary of the Player for season 2023/2024 shall be EUR 450,000 (four-hundred and [sic] thousand Euros NET) totally. The amount (450,000 EUR) shall be divided into 5 (five) equal instalments. So, the Player's monthly salary shall be EUR 90,000 (ninety-thousand Euros NET) each month (February 2024 – June 2024).

(The amount of EUR 90,000 (ninety-thousand Euros NET) corresponding to the player's first salary will be given as a bank cheque dated 15.02.2024).

• All payments mentioned above will only be valid if the player has a valid contract with the club on the payment date.

II. 2024/2025 SEASON:

MONTHLY SALARY:

The yearly salary of the Player for season 2024/2025 shall be EUR 900,000 (nine hundred thousand Euro NET) totally. The amount (900,000 EUR) shall be divided into 10 (ten) equal instalments. So, the Player's monthly salary shall be EUR 90,000 (ninety thousand Euro NET) each month (September 2024 - June 2025).

• All payments mentioned above will only be valid if the player has a valid contract with the club on the payment date."

Article 3-IV of the Contract:

"The Club shall purchase 5 (five) business class return air tickets from Sao Paulo to Adana for each season. The Club shall pay to the Player totally EUR 15.000 (fifteen thousand Euro) for each season to the Player for accommodation, car, and other expenses. This payment shall be divided into 10 ten equal instalments. Club shall pay EUR 1,500 (one thousand five hundred fifty Euro) each month (from September until June) on the 30 of every month. This payment shall be made only if Club and Player has a valid Contract on the payment date. To be clear, for the 2023-2024 season, since the Player is transferred in a half season Club shall pay to the Player totally 7.500 (seven thousand five hundred Euro) for accommodation, car and other expenses divided into 5 (five) equal instalments which is 1.500 Euro each month (from February 2024 until June 2024)."

Articles 3-1, 3-2, 3-3 and 3-11 of the Contract:

"1- All amounts written in this Contract are NET payments.

2- Season 2023/2024 Guaranteed Bonus: EUR 100,000 (one hundred thousand Euros NET). This bonus shall be paid to the Player on 30 June 2024.

3- Season 2024/2025 Guaranteed Bonus: EUR 200,000 (two hundred thousand Euros NET). This bonus shall be paid to the Player on 30 June 2025. […]

11- Each monthly salary shall be paid to the Player until the fifteenth day of the month following the month, for which the payment is made."

Article 3-26 of the Contract:

"The Player is obliged to attend the training sessions and training camps, to be determined by the Club (including place and dates) and shall strictly abide by the related instructions of the Authorized Person. The Player shall be ready to attend and/or participate in every domestic and international competition including both friendly and official games. The Player is obliged to attend any scheduled programs which will be determined by the Club, provided that the Player has been notified in good time."

9. On 4 March 2024, the Appellant paid the Player's monthly salary for February 2024, in the amount of EUR 90,000.

10. On 25 May 2024, the Player signed the following declaration at the request of the Appellant (hereinafter the "**Declaration**"):

"[…] I, JOHN STEVEN MENDOZA VALENCIA, hereby authorize the direct payment by my employer Adana Demirspor of the accomodation expenses at the Hotel Sheraton Grand Adana, for a total amount of 1.789.692,73 TL (51492€) The portion of the hotel fees exceeding the amount of Euro 20.000,00 (+/- Euro 31492€) specified in my contract as hotel allowance, may be deducted from my salary. For the avoidance of doubt, no further or other deduction of my salaries, as the aforementioned, can be made from my salary by Adana Demirspor without my prior written approval. […]"

11. On 7 June 2024, the Player sent an email containing a letter of request to the Appellant, requesting payment by the Appellant within 15 days of EUR 460,000, corresponding to the monthly salary payments for March 2024 to June 2024 (inclusive), as well as the guaranteed bonus payment for the 2023-2024 season (the "**Guaranteed Bonus**"). According to the time stamp of the email correspondence provided by the Appellant in its submitted evidence, this email was received by the Appellant on 8 June 2024 (its time). This letter (hereinafter the "**Default Notice**") read (*inter alia*) as follows:

"The Player and the Club entered an Employment Contract having a term between 6 February 2024 and 30 June 2025. According to the Contract, the Club agreed to pay the Player the following as fixed remuneration for the 2023/2024 season:

"3 – PAYMENT AND SPECIAL PROVISIONS

I. 2023/2024 SEASON:

MONTHLY SALARY:

The yearly salary of the Player for season 2024/2024 shall be EUR 450,000 (four hundred and thousand Euros NET) totally. The amount (450,000 EUR) shall be divided into 5 (five) equal instalments. So, the Player's monthly salary shall be EUR 90,000 (ninety-thousand Euro NET) each month (February 2024 – June 2024).

(The amount of EUR 90,000 (ninety-thousand Euros NET) corresponding to the player's first salary will be given as a bank cheque dated 15.02.2024).

[…]

2 – Season 2023/2024 Guaranteed Bonus: EUR: 100,000 (one hundred thousand Euros NET)."

However, since the beginning of the Contract to date, the Club has paid the Player only EUR 90,000 corresponding to the salary due in February 2024.

Furthermore, the Club has not provided any reasonable reason or explanation to the Player for such breach of obligations undertaken under the Contract.

The Club is reminded that the legal framework developed by FIFA in the last decades is based upon the principle of respect of contracts ("pacta sunt servanda"). Accordingly, one of the aims of FIFA was to ensure that in the event of two parties entering into a labour contractual relationship, both were going to respect it. It means that at least in principle, the idea was that employment contracts had to last until their final day. The objective thus was to avoid occurrences of breach of employment contracts.

This is because contractual stability is crucial for the well-functioning of international football. The principle "pacta sunt servanda" shall apply to all stakeholders, "small" and "big" clubs, unknown and top players, employees and employers, notwithstanding their importance, role or power (see CAS 2008/A/1519-1520).

Accordingly, in line with Article 14bis, par. 1 of the FIFA Regulations of Status and Transfer of Players ("FIFA RSTP"), the Club is further provided with a full and final deadline of 15 days from the receipt of this official notice of default to comply with its financial obligations and conclude the referenced payments.

Therefore, whereas the salaries due for March, April, May, June and the Guaranteed Bonus for the season 2023/2024 are already overdue, we expect, as a gesture of goodwill on your behalf, the corresponding immediate payment of EUR 460,000.00 (four hundred and sixty thousand Euros NET), corresponding to the amounts due and unpaid for the season 2023/2024, in the following bank account:

[…]

In the event, however, that the Club insists on failing to pay such amounts to the Player within the prescribed deadline, I have been instructed to start a legal procedure against the Club before the competent decision-making bodies of the FIFA Football Tribunal."

12. On 18 June 2024, the Appellant communicated with the Player's agent through WhatsApp, with a view to concluding a possible agreement concerning the outstanding remuneration.

13. On 19 June 2024, the Appellant replied to the Player's Default Notice dated 7 June 2024 (received by the Appellant on 8 June 2024), stating that only the salaries for the months of March and April 2024, in the sum of EUR 180,000, were outstanding and that, in light of the Player's signed Declaration which would reduce (in the view of the Appellant) his due salaries by EUR 38,992, the remaining debt amounted to EUR 147,008. The letter ended by stating: *"We will waiting for your approval and your silence will be accepted as acceptance. If you have any question/objection about the calculation or the payments that has been made by the Club, please do not hesitate to contact with us."*

14. On 21 June 2024, the Appellant made a payment of EUR 60,000 to the Player.

15. On 24 June 2024, the Appellant made a payment of EUR 96,000 to the Player, attaching the following statement:

> *"[…] the remaining amount of the Player's payments so far is 147.008 Euros. Club paid 60.000 Euro on 21.06.2024 and 96.000 Euro on 24.06.2024 (today). You may find the payment receipts on Annex-1. As you can see Club already paid 156.000 Euro which is higher than the amount Club owes.*
>
> *As a result, the [sic] Player has no remaining receivables from the Club, regarding to notice sent by the Player. Even though, according to FIFA regulation article 14/bis clearly states that in order to terminate the contract with just cause, "club unlawfully failing to pay a player at least two monthly salaries on their due dates". Since there is no debt for 2 monthly salaries are outstanding, we kindly inform you that in case of any termination, it shall be a termination without just cause. […]"*

16. On 30 June 2024, the Appellant sent a communication to the Player, alleging his unjustified absence from the scheduled pre-season training session on 29 June 2024.

17. On 1 July 2024, the Appellant sent the following correspondence to the Player:

> *"[…] It has been determined that, although you were in the camp squad, you did not participate in pre-season camp training sessions without permission, held at The Sign Esentepe Hotel field located at "Kitirler Esentepe Mesireliği No:1 Gerede/Bolu, on 29.06.2024 and 30.06.2024. Two reports has [sic] been recorded at this matter and has been shared with you.*
>
> *Your above-mentioned action have [sic] clearly violated Articles 7.1.1, 7.1.2, 7.1.10, 7.1.25,7.4 of the Club's Disciplinary Regulations.*
>
> *In accordance with the relevant articles of the Club's Disciplinary Regulation, you have been referred to discipline before our club.*
>
> *We request that you submit your defense regarding the above mentioned [sic] issues and your intentional action to our Club within 48 hours to info@adanademirspor.org.tr or in writing. If you do not submit a defense within the time limit that given to you, you will be deemed to have waived your right to defend.*
>
> *Since our team continues its pre-season camp at the address mentioned, we request you to attend the camp immediately, otherwise we warn you that all legal remedies will be taken against you, including fines and termination of the contract. […]"*

18. On 5 July 2024, the Player sent a notice of termination of the Contract to Adana (the "**Termination Notice**"), stating *inter alia*:

> *"During the period between February 2024 and June 2024, the Club undertook to pay the Player a total remuneration of EUR 450,000 NET through 5 (five) equal and monthly instalments of EUR 90,000 NET. Precisely, the Club and Player agreed that the payment of such instalments had to occur on or before the fifteenth day of each month.*
>
> *The parties agreed though that the first monthly salary was going to be paid on 15 February 2024 and the subsequent instalments on 15 April 2024, 15 May 2024, 15 June 2024 and 15 July 2024.*
>
> *In addition, the Club undertook to afford the payment of 5 (five) business class per season Colombia-Turkey-Colombia and a house allowance of USD 15,000 for each season. During the period between February 2024 and June 2024, the parties agreed that the mentioned house allowance due to the Player was going to be reduced to USD 7,500.*
>
> *On 5 March 2024, the Club transferred to the Player the first monthly salary amounting EUR 90,000 NET which originally had to be made on 15 February 2024.*
>
> *On 15 April 2024, the Club failed to pay the Player the second instalment due as a monthly salary amounting to EUR 90,000 NET. The Club has not provided the Player any clarification or reason for such delay, despite the latter having verbally requested it many times.*
>
> *On 15 May 2024, the Club also failed to pay the Player the third instalment due as a monthly salary amounting to EUR 90,000 NET. One more time, though, the Club failed to provide any clarification or reason for such a contractual breach, despite the latter having verbally addressed its attention to one more financial miscarriage.*
>
> *Considering the verbal warnings addressed to the Club over a few weeks had been completely ignored, the Player decided to call its attention in a formal and in writing manner.*
>
> *As such, on 7 June 2024, the Player addresses a notice of default to the Club with the purpose of putting the latter officially under default of payment. Moreover, the Player also grants the Club a 15-day time limit to remedy said contractual breaches based upon Art. 14, par. 1 of the FIFA Regulations on the Status and Transfer of Players ("RSTP").*
>
> *The referenced notice of default also made very clear whether the Club failed to pay the total outstanding remuneration within the deadline provided, the Player had no other alternative except to terminate the employment contract unilaterally and with just cause.*
>
> *(…)*
>
> *In line with the above, it is undisputed that the Club still owes the Player a total remuneration of EUR 190,000 since the former has not paid the latter yet: (a) EUR*

90,000 due as the fourth monthly salary instalment; and (b) EUR 100,000 due as guaranteed bonus.

All actors on the football scene are aware that the failure to comply with the financial obligations set out in a written employment contract is not only a breach of the principle of respect of contracts (pacta sunt servanda) but also to respect the most important obligation of a club towards a player, which is to pay the remuneration agreed.

Nevertheless, it is undisputed that such a consistent and repeated number of failures of the Club to comply with several obligations set out in the employment contract, in particular, said financial commitments resulted in an unremedied breach of confidence on the part of the Player.

In light of the above, the Player has more than enough legal basis to terminate the employment contract concluded with the Club unilaterally and with just cause not only based upon the provisions set out in Art. 14bis but also and mostly in accordance with Art. 14 of the FIFA RSTP.

In view of the above, the Player herein is regrettable to inform you of his decision to terminate the employment contract concluded with the Club on February 2024 - unilaterally and with just cause - in accordance with the facts and legal grounds above.*"*

19. On the same day, i.e. 5 July 2024, the TFF acknowledged that the Contract had been terminated.

20. On 8 July 2024, the Player entered into an employment contract with the Second Respondent, valid from the date of signature until 30 June 2026.

21. Pursuant to the employment contract with León, the Player shall receive a net salary of MXN 18,900,000 per season, payable in 20 monthly instalments of MXN 945,000 net each, specifically from 15 July 2024 through to 31 May 2025 and from 15 July 2025 through to 31 May 2026.

22. On 12 July 2024, León uploaded the required information and documents to the FIFA Transfer Matching System ("**TMS**") and instructed the MFF to obtain the International Transfer Certificate (the "**ITC**") from the TFF.

23. On 19 July 2024, the Appellant withheld approval for the Player's ITC, taking the position that the Player had breached the Contract through unilateral termination without just cause. Therefore, the transfer instruction was cancelled.

24. On 24 July 2024, León initiated new transfer instruction and uploaded the necessary information and documentation on TMS to request the ITC of the Player, which was again rejected by the TFF on 25 July 2024.

25. On 29 July 2024, León, via the MFF, sought FIFA's intervention to obtain a provisional ITC for the Player. The Player's registration with the MFF was completed the following day, on 30 July 2024.

B. Proceedings before FIFA

26. On 19 August 2024, the Player filed a claim against Adana before the FIFA DRC which was registered under reference number FPSD-15650. In his claim, the Player sought, *inter alia*: (i) confirmation that his termination of the Contract was with just cause; (ii) the payment of the outstanding salary payments due for May-June 2024, for a total sum of EUR 180,000 net, plus 5% interest as of the respective due dates; (iii) the additional payment of the Guaranteed Bonus for the 2023/2024 season, for a total sum of EUR 100,000 net plus 5% interest; and (iv) to order Adana to pay the Player EUR 728,956 (or in the alternative, a lower amount of EUR 458,956) net, due as mitigated and additional compensation for the breach of the Contract; and (v) requested FIFA to ban Adana from registering new players, nationally or internationally, for two consecutive registration periods. In substantiating his claim, the Player argued*, inter alia,* argued that (i) Adana had failed to pay the Player's due salary amounts for May and June 2024, as well as the Guaranteed Bonus; and (ii) Adana had failed to provide flight tickets for the Player's return to Türkiye for the start of the pre-season 2024-2025.

27. In turn, Adana alleged that the Player had terminated the Contract without just cause pursuant to Art. 14bis of the FIFA Regulations on the Status and Transfer of Players (the "**FIFA RSTP**"). In support of its position, Adana argued that it had not failed to pay two monthly salaries on their due dates, i.e. until the fifteenth of the following month for which the payment is made. Adana contended that, in its view, the monthly salaries of May-June 2024 and Guaranteed Bonus were not due on the date of the Player's Default Notice dated 7 June 2024 (received by Adana the next day). Adana stated that it notified the Player of its position in its correspondence dated 19 June 2024 and that the Player was informed that if he did not respond, this would be interpreted as an acceptance of the calculation. As the Player did not respond on this point, the Club's position on this matter was taken as accepted. Further it took the position that it has made the payments due for March and April 2024, as required in the Player's Default Notice, within the deadline of 15 days (through a payment of EUR 60,000 on 21 June 2024 and a further payment of EUR 96,000 on 24 June 2024). In support of its position, the Club relied (*inter alia*) on Art. 6 of the Swiss Code of Obligations ("**SCO**"), which stipulates that: "*Where the particular nature of the transaction or the circumstances are such that express acceptance cannot reasonably be expected, the contract is deemed to have been concluded if the offer is not rejected within a reasonable time."*

28. Regarding the alleged failure to provide flight tickets for the Player's return to Türkiye for the start of the pre-season 2024-2025, Adana argued that under the principle of *ultima ratio*, the mere failure to provide the flight tickets cannot be considered a major breach of the Contract that prevents the continuation of the employment relationship. Furthermore, Adana stated that no opportunity was granted by the Player to remedy such a breach and questioned whether these circumstances were decisive in the present case, given that the Player had made clear his motivation not to attend the pre-season training in any event (being a purely financial motivation).

29. Adana argued that León, as an instigator, had influenced the termination of the Contract by the Player. Adana lodged a counterclaim against the Player and requested that it be determined that the Player breached the Contract without just cause and that the Player and León were found jointly liable to pay EUR 2,245,000 as compensation to Adana, plus 5% interest. Adana also requested that the Player and León be sanctioned according to Art. 17 of the FIFA RSTP and Art. 7 of FIFA Code of Ethics.

30. On 27 March 2025, the FIFA DRC passed the Appealed Decision (ref. FPSD-15650), in which it determined that the Player had just cause to terminate the Contract and was entitled to compensation. The operative part of the Appealed Decision reads as follows:

> *"1. The claim of the Claimant / Counter-Respondent 1, John Steven Mendoza Valencia, is partially accepted.*
>
> *2. The counterclaim of the Respondent / Counterclaimant, Adana Demirspor A.S., is rejected.*
>
> *3. The Respondent / Counterclaimant must pay to the Claimant / Counter-Respondent 1 the following amounts: - EUR 272,508 net as outstanding remuneration plus 5% interest p.a. as follows: - 5% interest p.a. over the amount of EUR 90,000 net as from 16 June 2024 until the date of effective payment; - 5% interest p.a. over the amount of EUR 100,000 net as from 1 July 2024 until the date of effective payment; - 5% interest p.a. over the amount of EUR 82,508 net as from 5 July 2024 until the date of effective payment. - EUR 404,605 net as compensation for breach of contract plus 5% interest p.a. as from 6 July 2024 until the date of effective payment.*
>
> *4. Any further claims of the Claimant / Counter-Respondent 1 are rejected. (…)"*

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

31. On 5 June 2025, the Appellant filed a Statement of Appeal pursuant to Articles R47 and R48 of the Code of Sports-related Arbitration (the "**CAS Code**") against the Appealed Decision. In its Statement of Appeal, the Appellant named the Player as First Respondent and León as Second Respondent. The Appellant nominated Mr Hugo Vaz Serra, attorney-at-law in Lisbon, Portugal, as arbitrator, with a preference for a panel to be composed of three arbitrators.

32. On 19 June 2025, the First Respondent requested a 5-day extension to his deadline to nominate an arbitrator.

33. On 25 June 2025, the Appellant submitted its Appeal Brief pursuant to Article R51 of the CAS Code.

34. On the same day, the CAS Court Office granted an extension to deadline for the First and Second Respondents to jointly nominate an arbitrator, until 30 June 2025.

35. On 26 June 2025, following the receipt of the Appeal Brief, the CAS Court Office invited the First and Second Respondents to file their Answers to the Appellant's Appeal Brief within 20 days.

36. On 27 June 2025, the First Respondent nominated Mr Mark Hovell, solicitor in Manchester, United Kingdom, as an arbitrator and requested that the deadline for the submission of his Answer be fixed after the Appellant had paid the entirety of the advance of costs.

37. On the same date, the Second Respondent also requested that the deadline for the submission of its Answer be fixed after the Appellant had paid the entirety of the advance of costs.

38. On 30 June 2025, the CAS Court office confirmed that the First and Second Respondents' deadlines to file their Answers would be fixed after the Appellant had paid the entirety of the advance of costs.

39. On the same date, the Second Respondent confirmed it also wished to nominate Mr Mark Hovell, solicitor in Manchester, United Kingdom, as an arbitrator.

40. On the same date, the Appellant requested an extension of 30 days to its deadline to pay the advance of costs.

41. On 3 July 2025, the CAS Court Office invited the Appellant to pay the advance of costs, amounting to CHF 58,000 on or before 25 July 2025.

42. On 4 July 2025, the CAS Court Office granted the Appellant an extension until 8 August 2025 to the deadline to pay the advance of costs.

43. On 23 July 2025, the CAS Court Office confirmed the full payment of the advance of costs by the Appellant and invited the Respondents to file their Answer within 20 days, i.e. by 12 August 2025.

44. On 29 July 2025, Prof. Dr. Martin Schimke was appointed as President of the Panel in this procedure by the Deputy President of the CAS Appeals Arbitration Division.

45. On 4 August 2025, the CAS Court Office confirmed that the Second Respondent was granted an extension to the deadline to file its Answer, until 25 August 2025.

46. On 8 August 2025, the First Respondent requested a 30-day extension to his deadline to file his Answer.

47. On 11 August 2025, the CAS Court Office granted the First Respondent a 10-day extension (until 22 August 2025) to the deadline to file its Answer.

48. On 19 August 2025, the Second Respondent requested a further 20-day extension to its deadline to file its Answer, i.e. until 14 September 2025, which was granted by CAS on 20 August 2025.

49. On 21 August 2025, following a request from the First Respondent, the CAS Court Office confirmed that the First Respondent's deadline to file his Answer had been extended until 11 September 2025.

50. On 4 September 2025, the Second Respondent requested an additional 10-day extension to its deadline to submit its Answer until 24 September 2025, which was confirmed by the CAS Court Office as granted on 5 September 2025.

51. On 5 September 2025, the First Respondent requested a further 10-day extension to his deadline to file his Answer.

52. On 8 September 2025, the CAS Court Office asked the Appellant whether it consented to the further extension of the First Respondent's deadline to file his Answer. Considering the Appellant did not present any objection, the deadline for the First Respondent to file his Answer was automatically extended until 22 September 2025.

53. On 17 September 2025, the Second Respondent requested an additional 10-day extension to its deadline to submit its Answer to the Appeal Brief until 6 October 2025, which was granted by the CAS Court Office on 23 September 2025

54. On 22 September 2025, in accordance with Article R55 of the Code, the First Respondent filed his Answer.

55. On 6 October 2025, in accordance with Article R55 of the Code, the Second Respondent filed its Answer.

56. On 26 January 2026, the CAS Court Office issued, on behalf of the President of the Panel, an order of procedure, which was signed by the Parties.

57. On 6 February 2026, a hearing took place at the CAS headquarters in Lausanne, Switzerland, which was attended by the Panel, Mr Andrés Redondo Oshur, Counsel to the CAS, and the following individuals:

For the Appellant:	Mr Juan de Dios Crespo Pérez, Counsel
	Mr Ragip Umur Varat, Counsel
For the First Respondent:	Mr Evandro Luis Rezende Forte, Counsel
For the Second Respondent:	Mr Joan Milà Cailà, Counsel
	Mr Lucas Ferrer, Counsel

58. The Parties had ample opportunities to argue their case and adduce evidence during the hearing, including during each of their respective oral submissions. Before the hearing came to an end, the Parties confirmed their right to be heard had been respected during this arbitration.

V. SUBMISSIONS OF THE PARTIES AND REQUEST FOR RELIEF

59. The Panel confirms that it has carefully heard and considered in its decision all the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral Award.

The Appellant's Submissions

60. The submissions of the Appellant, in essence, may be summarised as follows:

i. No just cause for termination by Player under Art. 14 or 14bis RSTP

- Under Art. 14bis(1) FIFA RSTP, just cause arises only when a club *"unlawfully fails to pay a player at least two monthly salaries on their due dates"* and the player issues a default notice with a 15-day cure period.

- There was no sufficiently serious breach by the Appellant to justify termination. Pursuant to Art. 14 FIFA RSTP, *"just cause"* for the early termination of an employment contract requires a serious breach by the other party that makes it impossible, in good faith, to continue the employment relationship. Only a breach severe enough to make trust irretrievable gives rise to termination with no consequences for the innocent party.

- In support of its position, the Appellant cites the decisions of various previous CAS Tribunals - e.g. CAS 2019/A/6171 & CAS 2019/A/6175, CAS 2006/A/1180, CAS 2008/A/1517 and CAS 2008/A/1589, as well as Art. 337 of the SCO.

- Although in the present matter there was a delay in the full payment of outstanding salaries, the Club acted in good faith by making a partial payment of the amounts due, thereby demonstrating a genuine intention to honour its obligations and maintain the employment relationship.

- The Contract specifies that payments are made on the 15th day of the month following the month for which the payment is made. The Player's Default Notice was issued on June 8, 2024, requesting EUR 460,000. However, as per the Contract, salaries are payable by the 15th day of the following month. As of June 8, 2024, the salary payments for May and June 2024 were therefore not yet due. Additionally, the Guaranteed Bonus was contractually due on June 30, 2024, not earlier.

- The Appellant further submits that on 18 June 2024 it notified the Player of an error in his payment request calculation, clarifying that amounts not yet due could not properly be claimed. In particular, the Appellant maintained that only the salaries of February 2024, March 2024 and April 2024, together with EUR 6,000 in accommodation fees, were overdue as at the date of the notice. The Appellant further pointed out that a deduction of EUR 38,992 was applicable pursuant to the mutually agreed Declaration signed by the Player on 25 May 2024, by which the Player had authorised the Club to deduct hotel costs from his remuneration. On that basis, the Appellant concluded that the outstanding amount owed to the Player was EUR 147,008.

- Therefore, the only salaries that could properly be construed as overdue at the point of the Player's Default Notice were March and April 2024 (EUR 180,000). From this, the mutually agreed deduction of EUR 38,992 from the outstanding fees according to the Contract, resulting in a total of EUR 147,008. This amount is less than two monthly salaries.

- Accordingly, the Player could not lawfully terminate the Contract pursuant to Art. 14 FIFA RSTP after Adana paid the outstanding amounts on 21 and 24 June 2024, as these payments covered all sums that were due and payable as of the Default Notice of 8 June. Nor could the Player invoke just cause for termination, since the amounts owed were paid upon being requested, and no subsequent amounts were the subject of a further default notice granting the Club 15 days to remedy the situation, as required under Art, 14bis RSTP.

- The Appellant states that it proceeded to settle any outstanding amounts by two payments: EUR 60,000 on 21 June 2024 and EUR 96,000 on 24 June 2024, totalling EUR 156,000, which exceeded the amount of EUR 147,008 previously acknowledged as due. In this regard, the Appellant contends that although the 15-day notice period technically expired on Sunday, 23 June 2024, legal deadlines are extended to the next business day when they fall on a weekend or holiday. Therefore, in the Appellant's view, the payment made on 24 June 2024 was effected on time, and accordingly the Club did not fail to pay at least two monthly salaries on their due dates, so that any termination of the Contract by the Player would constitute a termination without just cause under Art. 14bis of the FIFA RSTP.

ii. Breach of contract by the Player

- The Appellant argues that the Player breached the Contract by failing to report for pre-season training or perform his other obligations to the Appellant under the Contract, and by signing a new contract with the Second Respondent. The contractual breach was committed in bad faith by the Player. Given that the Player lacked any legitimate grounds to terminate the Contract, his actions constitute a serious contractual breach. This is a clear case of unjustified unilateral termination during the validity of an employment contract in professional football. Pursuant to Art. 14 FIFA RSTP, in the absence of just cause, termination gives rise to consequences for the party in breach, including the obligation to pay compensation and potential sporting sanctions.

- The Appellant additionally asserts that on 30 June 2024, it notified the Player of his unjustified absence from the pre-season training camp, and on 1 July 2024 formally notified him of alleged breaches of Articles 7.1.1, 7.1.2, 7.1.10, 7.1.25 and 7.4 of the Contract, granting him 48 hours to provide a written defence before the Club's disciplinary proceedings. The Appellant further alleges that the Player's Termination Notice of 5 July 2024 contained factual assertions that do not correspond to either the contractual or factual reality.

iii. Inducement to breach of contract by Second Respondent

- The Player signed with León on 8 July 2024, merely three days after terminating the Contract and during a period when ITC transfer complications suggest that negotiations occurred prior to the termination. The Appellant cites Art. 17 FIFA RSTP as to the applicable consequences, including Art. 17.1 FIFA RSTP in respect of compensation for residual value of contract being due to the Appellant (based on the joint and several liability of the Respondents) and Art. 17.4 FIFA RSTP in respect of the sporting sanctions to be imposed on León. The Appellant cites the decisions of previous CAS Tribunals in cases such as CAS 2022/A/8963 and CAS 2013/A/3091, 3092 & 3093 in this respect.

- The Appellant considered the First Respondent as a player of highly significant value for the Club and the extension would have been undoubtedly exercised. However, due to the Player's termination without just cause, the Appellant was unable to find a replacement for this Player resulting in a loss for the team. Considering these circumstances, the Player's termination without just cause had numerous damaging consequences for the Appellant. Consequently, the compensation owed by the Player should include the contractual value for the 2025/2026 football season.

- The remaining contractual value of the Player for the season of 2025/2026 is equivalent to EUR 945,000 + EUR 200,000 = EUR 1,145,000. Therefore, the sum of the remaining contractual value of the Player for the season of 2024/2025 and season of 2025/2026 amounts to a total of EUR 2,245,000.

- With regard to compensation, the Appellant contends that the First Respondent and the Second Respondent are jointly liable for EUR 2,245,000, representing the remaining contractual value of the Player for the seasons 2024/2025 (EUR 1,100,000) and 2025/2026 (EUR 1,145,000). The Appellant further relies on CAS jurisprudence to the effect that upon a termination without just cause on the part of the Player, the duty of mitigation requires a set-off against amounts earned under the new employment contract, and that CAS Panels are afforded discretion under Art. 17(1) FIFA RSTP to adjust the amount of mitigation accordingly.

61. The Appellant's request for relief is as follows:

1. *To annul the decision of the FIFA Football Tribunal.*
2. *To consider the First Respondent liable for breach without just cause of the Employment Agreement.*
3. *To condemn the First Respondent to pay 2,245,000 Euro (Two Million Two Hundred Forty-five Thousand Euro) as a compensation for breach without just cause of the Employment agreement.*
4. *To condemn the instigator club and Second Respondent, to pay the same amount and be held as Co- liable for the compensation payment.*
5. *That all the amounts shall have a 5% interest to add as from the moment of the breach of contract*
6. *To determine any other relief the Panel may deem appropriate.*
7. *To fix a sum to be paid by the Respondents, to contribute to the payment of the Appellant legal fees and costs in the amount of CHF 20,000.00/- (Twenty Thousand Swiss francs).*
8. *To condemn the Respondents for the payment of the whole CAS administration costs and arbitrator fees.*

A. The First Respondent's Submissions

62. The submissions of the First Respondent, in essence, may be summarised as follows:

63. The First Respondent argues that he had just cause for his termination of the Contract, based on the Appellant's repeated failure to make multiple payments in the first months of the term of the Contract.

64. Considering the First Respondent had repeatedly not received basic salary payments on time between 5 February 2024 and 6 June 2024, the Player had no other option but draw the Appellant's attention (in writing) to such unacceptable and repeated failure to comply. In light of this, on 7 June 2024, the First Respondent officially put the Appellant under default of payment via the Default Notice for the total remuneration outstanding in accordance with the provisions established in Art. 14bis FIFA RSTP.

65. At this point, the monthly salary of May 2024, the cost allowance for June 2024 and the Guaranteed Bonus for the 2023/2024 season were all outstanding. The First Respondent maintains that these amounts alone were sufficient to justify termination. Moreover, the Appellant's contention that it had already settled all amounts demanded in the Default Notice by the time the Player terminated the Contract is incorrect, as it relies on the erroneous assumption that payment after the expiry of the 15-day deadline constitutes timely compliance.

66. On 15 June 2024, the Appellant, once again, failed to pay the First Respondent the monthly salary amount due for May 2024, amounting to EUR 90,000 net, despite having already received the Default Notice and, as such, being officially under notice of default of payment. At that moment, therefore, the Club already owed the Player EUR 276,000. Such an amount comprised the monthly salaries due in March 2024, April 2024 and May 2024, which amounted to EUR 270,000, plus the cost allowance due for February 2024, March 2024, April 2024 and May 2024, amounting to EUR 1,500 each. Even following June 2024 payments, Appellant still owed Player EUR 82,508 and an additional EUR 6,000 costs allowance. The Appellant also failed to pay EUR 100,000 Guaranteed Bonus, without providing reasons for non-payment.

67. The First Respondent further submits that, more generally, the Appellant never paid any of the contractually agreed remuneration – salaries, allowances or bonuses – on the dates negotiated and agreed in the Contract. As evidenced by the payment table set out in his Answer (copied below), every single payment was either delayed or not made at all. The First Respondent accordingly submits that such a consistent and persistent failure to comply with financial obligations, without providing any valid justification, is *per se* sufficient to grant a Player the right to terminate a contract.

Month	**Salary**	**Allowance**	**Bonus**	**Overdue dates**	**Amount paid**	**Payment date**	**Delay**
February	90,000	1,500	-----	15/2/24 and 29/2/24	90,000	5/3/24	18 days
March	90,000	1,500	-----	15/4/24 and 31/3/24	60,000	21/6/24	67 days
April	90,000	1,500	-----	15/5/24 and 30/4/24	96,000	24/6/24	40 days
May	90,000	1,500	-----	15/6/24 and 31/5/24	-----	-----	-----
June	90,000	1,500	100,000	15/7/24 and 30/6/24	-----	-----	-----

68. The First Respondent additionally highlights the abusive nature of the Appellant's conduct in demanding the Player's return to pre-season training whilst simultaneously failing to provide the contractually required flight tickets from Colombia to Türkiye. The First Respondent submits that this contradictory behaviour – on the one hand initiating disciplinary proceedings for non-attendance and on the other hand withholding the travel arrangements required for the Player's return – constitutes abusive conduct within the meaning of Art. 14(2) FIFA RSTP.

69. Furthermore, the First Respondent draws the Panel's attention to the fact that, at the time of termination, the Appellant was subject to no fewer than twelve transfer bans or registration bans imposed by FIFA decision-making bodies, and had additionally been relegated to the Turkish second division for the 2024/2025 season. The First Respondent argues that these circumstances made it clear that the Club would not be in a position to comply with its future contractual obligations, leaving the Player with no other option but to terminate the Contract with just cause.

70. In support of his arguments, the First Respondent cites the recent Diarra decision of the Court of Justice of the European Union (CJEU case C-650/22) and the decisions of previous CAS Tribunals in cases CAS 2006/A/1180, CAS 2012/A/2698, CAS 2020/A/7134, CAS 2019/A/6533, CAS 2020/A/7262, CAS 2013/A/3089, CAS 2014/A/3579, as well as Art. 337(3) SCO.

71. The First Respondent argues it is not clear why the FIFA DRC, when calculating the total sum outstanding from the Club to the Player, ignored the cost allowances, since these costs are also part of the remuneration expressly established in the Contract. Such an approach is contrary to the approach adopted by FIFA when considering when constitutes remuneration.

72. In light of the foregoing, the First Respondent submits that both conditions necessary for a termination with just cause without prior warning were present: (i) it was clear that the Club had no intention to comply with its contractual obligations; and (ii) there were severe and multiple contractual breaches. Accordingly, the First Respondent requests that the Appealed Decision be confirmed and the Appeal dismissed in its entirety.

73. The First Respondent's request for relief is as follows:

"FIRST – To dismiss in full the appeal lodged by Adana Demirspor;

SECOND – To order Adana Demirspor to pay all arbitration costs; and

THIRD – To order Adana Demirspor to pay any contribution towards the legal and other costs incurred and regarding the ongoing proceedings in the amount of CHF 10,000."

B. The Second Respondent's Submissions

74. The submissions of the Second Respondent, in essence, may be summarised as follows:

75. The Second Respondent submits that the Player had just cause to unilaterally terminate the Contract with Adana due to the Appellant's continuous and serious breaches, and that the Appeal should therefore be dismissed in its entirety. Subsidiarily, and only in the unlikely event that the CAS Panel were to conclude that the Player terminated the Contract without just cause, the Second Respondent submits that no compensation is due to Adana because Adana failed to demonstrate any alleged damage, and that the Second Respondent shall in any event not be held jointly and severally liable, as it played no role whatsoever in the Player's decision to terminate the Contract.

76. In support of its case, the Second Respondent submits that the Appellant systematically failed to comply with its most basic contractual obligations from the very beginning of the employment relationship, generating a situation of financial instability and complete uncertainty that left the Player with no other viable alternative but to end the contractual relationship. The Appellant continuously failed to pay the Player's salary on time; several monthly salaries were either delayed or not paid at all; the Guaranteed Bonus was left outstanding; and even basic obligations such as providing monthly accommodation and flight tickets were disregarded. The Second Respondent argues that these missed and late payments by the Appellant from the outset of the Contract reflect a sustained pattern of disregard for its fundamental duties under the Contract, which ultimately destroyed the trust required for the continuation of the employment relationship.

77. The Second Respondent underlines that, at this point, the matter was no longer about whether one, two or three salaries had been left unpaid, or whether the accommodation allowance had been transferred on time. It was about the broader picture: the abusive conduct of a club that systematically failed to comply with its contractual obligations and used the FIFA regulations in bad faith, thereby placing the Player in a permanent state of financial uncertainty.

78. The Second Respondent further emphasises that it had absolutely no contact with, nor any knowledge of, the Player prior to the termination of his contractual relationship with the Appellant.

79. As regards the Appellant's legal arguments, the Second Respondent notes that the Appellant presents a confusing and inconsistent interpretation of the applicable legal framework, invoking both Art. 14 and Art. 14bis FIFA RSTP without clearly identifying which provision governs the dispute. On the one hand, the Appellant frames its analysis under Art. 14bis FIFA RSTP, focusing exclusively and artificially on the salaries for March and April 2024 whilst deliberately disregarding the Guaranteed Bonus of EUR 100,000 due on 30 June 2024 and the May 2024 salary. On the other hand, the Appellant seeks to rely on Art. 14 FIFA RSTP, submitting that its conduct did not amount to a breach of such gravity as to irreparably destroy the bond of trust, and claiming to have acted in good faith throughout the employment relationship.

80. The Second Respondent invokes CAS jurisprudence to the effect that "just cause" exists when the essential terms and conditions forming the foundation of the contractual relationship are no longer respected by one of the parties, and where the breach has reached such serious levels that the injured party cannot, in good faith, be expected to continue the contractual relationship.

81. The Second Respondent further submits that the Appellant's underlying strategy was to leave the Player's salaries unpaid and only proceed with payment once the Player formally requested it, thereby weaponising the substantive requirements of Art. 14bis FIFA RSTP as a shield against the consequences of its own persistent breaches. This conduct reveals an intent not to comply in good faith with the Contract.

82. With regard to the Appellant's allegation of inducement under Art. 17.2 FIFA RSTP, the Second Respondent observes that the Appellant's entire case rests on a single circumstance, namely that the Player signed an employment contract with the Second

Respondent three days after terminating the Contract. The Second Respondent contends that this timing alone, in the complete absence of any corroborating evidence of prior contact, negotiation or communication, is manifestly insufficient to meet the threshold of proof required under the amended Arts. 17.2 and 17.4 FIFA RSTP.

83. In this regard, the Second Respondent draws the Panel's attention to the fundamental regulatory changes introduced by FIFA to the FIFA RSTP following the Diarra ruling of the Court of Justice of the European Union. Under the new framework, applicable as from 1 January 2025, the burden of proof regarding a club's joint and several liability for a contract termination falls exclusively on the party requesting it – in this case Adana – and the automatic presumption of inducement by the new club has been eliminated, requiring concrete and reliable proof of active inducement and a case-by-case assessment. In this case, the Appellant has failed to do this, citing the decisions of previous CAS Panels in CAS 2003/A/506, para. 54; CAS 2009/A/1810 & 1811, para. 46; CAS 2009/A/1975, paras. 71 et seqq. and CAS 2014/A/3656, as well as Art. 8 of the Swiss Civil Code ("SCC") in this context.

84. The Second Respondent further submits that the Player's decision to terminate the Contract was driven exclusively by Adana's repeated breaches, and not by any external influence. The Second Respondent had no contact with the Player or his representatives prior to the termination and only engaged with him after the TFF had acknowledged the termination and the Player had acquired free agent status. In this regard, the Second Respondent states unequivocally that it did not in any way induce or encourage the Player to terminate his contract with Adana, and was willing to prove this by way of witness testimony from Mr Gerardo Cabrera, the person responsible for all legal and financial matters related to the Second Respondent's player transfers. However, Mr Cabrera was ultimately unable to attend the hearing to provide any testimony.

85. The Second Respondent's prayer for relief is as follows:

a) To admit the present Answer;

b) To dismiss in its entirety the appeal filed by Yukatel Adana Demirspor A.S.;

i. Subsidiarily, in the event that the Tribunal determines that the Player terminated the Employment Contract without just cause, to reduce to zero any compensation to be paid to Yukatel Adana Demirspor A.S.;

ii. Subsidiarily, in the event that the Tribunal establishes that the Player terminated the Employment Contract without just cause, to determine that Club León shall not be held jointly and severally liable to pay any compensation to Yukatel Adana Demirspor A.S. in accordance with Article 17.2 RSTP, and that no sporting sanctions shall be imposed on Club León pursuant to Article 17.4 of the RSTP;

c) In any event, to order that Yukatel Adana Demirspor A.S. shall bear the arbitration costs pertaining to these CAS proceedings and shall pay the Second Respondent a contribution for the legal fees incurred in the amount of CHF 25,000.

VI. JURISDICTION

86. The jurisdiction of CAS derives from Art. R47 of the CAS Code (2023 edition, as agreed by the Parties in the Order of Procedure, whose wording is identical to the 2025 edition), Art. 50 FIFA Statutes (2024 edition) and the Contract between the Appellant and the First Respondent.

87. Art. R47 of the CAS Code 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."

88. Art. 50(1) FIFA Statutes provides as follows: "[*a]ppeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question."*

89. Additionally, Art. 9 of the Contract states:

"The FIFA have exclusive jurisdiction in the case of any dispute between the parties arising from this Contract. Parties can only appeal to CAS against the decision of the FIFA."

90. The jurisdiction of the CAS is not contested by the Parties and is further confirmed by the Order of Procedure, duly signed by the Parties.

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

VII. ADMISSIBILITY

92. The Appealed Decision was passed by the FIFA DRC on 27 March 2025 (ref. FPSD-15650) and the grounds were notified to the Parties on 15 May 2025.

93. The Appellant filed its Statement of Appeal to CAS on 5 June 2025. Therefore, the Appeal was filed within the deadline of 21 days set by Art. 50(1) FIFA Statutes referred to above. The appeal complied with all other requirements of Art. R48 CAS Code, including the payment of the CAS Court Office fee.

94. In accordance with Art. R64.1 of the Code, the Appellant has paid the minimum CAS Court Office fee of CHF 1,000.

95. The Statement of Appeal further complies with all the other requirements of Art. R48 of the CAS Code and is therefore admissible.

VIII. APPLICABLE LAW

96. Art. R58 of the CAS Code provides 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".

97. Further, Arts. 49-50 of the FIFA Statutes (2024 version) provide as follows:

"49. Court of Arbitration for Sport (CAS)

1. 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.

2. 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. […]

50. Jurisdiction of CAS

1. 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."

98. Pursuant to the terms of the Contract and the applicable FIFA regulations, the Parties have agreed to refer the present dispute to the CAS, subject to the CAS Code. The Panel therefore accepts the primary application of the terms of the Contract and the applicable regulations of the FIFA, and, subsidiarily, Swiss law (including but not limited to the SCO and Chapter 12 of the Swiss Private International Law Statute ("**PILA**"), should the need arise to fill a possible gap in the Contract and the applicable regulations of FIFA.

99. In respect of the FIFA RSTP, the Panel notes that, as reasoned by the FIFA DRC in the Appealed Decision, the applicable version of the FIFA RSTP shall be the January 2025 edition, which came into force on 1 January 2025, in accordance with Art. 29 FIFA RSTP. This point does not appear to be disputed between the Parties.

IX. Merits

100. Based on the submissions of the Parties and all the facts of the case, the Panel identifies the following main issues to be resolved in this case:

A. Was the Player entitled to unilaterally terminate the contract with just cause on the basis of Art. 14 bis para. 1 FIFA RSTP?

B. In the alternative, was the Player entitled to unilaterally terminate the contract pursuant to Art. 14 para. 1 FIFA RSTP?

101. Before commencing the analysis of the merits of the case, the Panel notes that, in respect of the applicable burden of proof, it is for the party that derives a claim from a certain fact to prove the existence of such fact. This general rule is applied in several jurisdictions

and is explicitly contained in Art. 8 SCC, that provides: "*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*". It follows that each party is required to discharge its burden of proof to the applicable standard by submitting and referring to evidence capable of convincing the Panel that the facts upon which it relies have been sufficiently established.

102. In respect of the standard of proof, the Panel notes that consistent CAS jurisprudence provides that "[…] *there is no rule in the PILA, nor in the CAS Code, which defines the applicable standard of proof for CAS arbitrations"* (CAS 2014/A/3832, & 3833). The possibility for the parties to reach a consensus on the standard of proof was used in various cases (see. CAS 2010/A/2266 para. 18). In this context, and the absence of agreement between the Parties to the contrary, the Panel further notes that previous CAS panels have generally applied the "comfortable satisfaction" standard when considering cases involving the FIFA RSTP, (see, for example, CAS 2012/A/2908, CAS 2019/A/6187 and CAS 2020/A/7605, CAS 2022/A/8960). The "comfortable satisfaction" standard of proof can be defined *"(…) as being greater than a mere balance of probability but less than proof beyond a reasonable doubt"* (CAS 2014/A/3625, with further reference to CAS 2009/A/1920, CAS 2013/A/3258, CAS 2010/A/2267, CAS 2010/A/2172). To reach this comfortable satisfaction, CAS Panels have established that such satisfaction must always be reached bearing in mind *"the seriousness of the allegation which is ma*de" (CAS 2005/A/908 nr 6.2, CAS 2009/A/1920, para. 26; CAS 2010/A/2172 para. 20., CAS 2016/A/4558, para. 70). Having regard to the foregoing, the Panel finds it most appropriate to apply the standard of comfortable satisfaction in the present case.

103. Having established the burden and standard of proof in this case, the Panel turns to assessing the issues before it on the merits.

A. Was the Player entitled to unilaterally terminate the contract with just cause on the basis of Art. 14 bis para. 1 FIFA RSTP?

104. The Panel notes that the Parties agreed at the hearing – or at the very least did not contest – that the threshold condition of Art. 14 bis para. 1 FIFA RSTP was not met on the date of the Player's Default Notice. This position is consistent with the finding of the FIFA DRC in the Appealed Decision, which likewise concluded that the requirements of Art. 14 bis para. 1 FIFA RSTP were not satisfied in the present case.

105. The reasoning and decision of both the Parties and the FIFA DRC is noted by the Panel. In particular, the Panel notes that the triggering of Art. 14 bis para. 1 FIFA RSTP is limited to the specific circumstances in which a club has failed to pay at least two monthly salary amounts on their due dates, provided that the player 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). In this case, it is now agreed between the Parties that, at the time of the Player's Default Notice, two full monthly salary amounts were not due to him from the Club.

106. While the Panel finds that Art. 14 bis para. 1 should not be read in a way that allows a club to rely on procedural formalities in order to defer compliance with its primary obligation to pay remuneration as agreed under an employment contract, the Panel accepts that the facts of this specific case fall outside the scope of this article. In light of

the foregoing, the Panel finds that Art. 14 bis para. 1 FIFA RSTP is not applicable to the present dispute.

B. Was the Player entitled to terminate the contract pursuant to Art. 14 para. 1 FIFA RSTP?

i) Contextual analysis of Art. 14 para. 1 FIFA RSTP

107. The Appellant and the Player dispute whether the Player terminated the contract with just cause pursuant to Art. 14 para.1 FIFA RSTP. In contrast to the narrow scope of Art. 14 bis FIFA RSTP, the scope of Art. 14 FIFA RSTP is substantively broader, and provides as follows

"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."

108. Further, the scope and application of this provision has been considered in detail in the context of CAS jurisprudence, Swiss law, and by FIFA in its commentary on the FIFA RSTP. The Panel has considered each of these in its following analysis.

109. The Panel first takes note of the essential requirements set out in Art. 14 para. 1 FIFA RSTP with respect to contractual stability between professional players and clubs. The Panel recalls that, pursuant to the legal maxim "*pacta sunt servanda*", contracts must be performed in good faith (Swiss Federal Tribunal, ATF 135 III 1, c. 2.4). An extraordinary unilateral termination therefore always constitutes an exceptional measure under the principle of contractual stability.

110. In general, as a basic Swiss law principle and in accordance with the general contractual principle of good faith (as referenced in Art. 14 para. 1 FIFA RSTP), the conduct of the Parties to the Contract must be assessed separately. In particular, and in accordance with CAS jurisprudence such as those cited by the Parties involving previous disputes over rights of contractual termination in the context of FIFA's regulations, the conduct giving rise to an alleged just cause is assessed on the basis of what that party experienced and how the other party specifically behaved - not the overall relationship in the abstract. Further, a party that has itself been in material breach cannot easily found a just cause termination on the other side's ancillary or responsive breaches. The Panel notes further that, following the Diarra judgment of the Court of Justice of the European Union (CJEU Case C-650/22, October 2024), FIFA's interim regulatory framework has now codified this approach directly into Article 14.1 FIFA RSTP. The definition of just cause inserted into this Article provides that, 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.

111. As summarised at p. 130 of the FIFA Commentary on the FIFA RSTP:

"CAS has returned to the topic of what is to be considered just cause on several recent occasions. In an award rendered in October 2021, CAS once again noted that it had to refer to the principles of Swiss law and CAS jurisprudence to define "just cause" as the Regulations do not provide any definition of this term. According to that award, just

cause exists when the relevant breach by the other party (or other impeding circumstances) is of such nature, or has reached such a level of seriousness, that the essential conditions under which the contract was entered into are no longer present and the injured party cannot in good faith be expected to continue the employment relationship, to be established on a case-by-case basis."

112. Further the Panel considers the conditions of just cause as analysed in the context of FIFA's commentary on the FIFA RSTP:

"The Regulations [FIFA RSTP] do not provide a definition, or a defined list of what would generally be considered a just cause. It is impossible to capture all potential conduct that might be considered just cause for the premature and unilateral termination of a contract. However, over the years, jurisprudence has established several criteria that define, in abstract terms, which combinations of circumstances should be considered just causes. […] The termination of a contract should always be an action of last resort (an "ultima ratio" action)." (CAS 2024/A/10646 para. 86, Commentary FIFA Status of Players p. 129.). "It determines that (only) in exceptional circumstances, i.e. if there is "just cause", a contract between a professional Player and their club may be unilaterally terminated, without consequences of any kind" (see Commentary FIFA Status of Players p. 128).

113. A number of CAS cases have also been cited by the Parties in respect of the application of Art. 14.1 FIFA RSTP, many of which concern broadly similar disputes between players and clubs to the one in this case. The Panel has also considered, on a subsidiary basis, the relevant Swiss law provisions, including Art. 337 SCO as cited by the Appellant. A contract may only be terminated prior to the expiry of the agreed term where there is a valid reason to do so. The Panel has also considered that, as referenced in the FIFA Commentary on the FIFA RSTP at pg. 129, in several awards, CAS Panels have drawn a parallel between the concept of *"just cause"* as defined in Art. 14.1 FIFA RSTP and the concept of *"good cause"* in Art. 337 paragraph 2 of the Swiss Code of Obligations (SCO). In this subsidiarily applicable Swiss law context, good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties.

114. In having considered these, the Panel finds that, in general, the following key principles emerge in respect of the application of the unilateral termination right contained in Art. 14.1 FIFA RSTP:

(i) only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract. A breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue;

(ii) termination of a contract before its agreed term is a last resort ("*ultima ratio*") action. In general, a party can only establish just cause to terminate an employment contract if it has previously warned the other party of its unacceptable conduct or attitude. Though the Panel notes that this principle has tended to be more strictly applied in the case of clubs attempting to terminate a player's contract than vice versa.

115. The Panel now considers the application of these principles to the case at hand.

ii) Was the Appellant's conduct sufficiently serious so as to qualify as just cause for the Player to terminate the Contract?

116. In accordance with the aforementioned CAS jurisprudence on this provision, only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract (CAS 2006/A/1180). The breach is only considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust (CAS 2019/A/6171; CAS 2019/A/6175; CAS 2017/A/5180; CAS 2017/A/5402).

117. As set out in the summary of the Parties' submissions above, the Parties in this case advance competing interpretations of the Appellant's conduct and as to whether there existed just cause for the Player to terminate the Contract pursuant to Art. 14 para. 1 FIFA RSTP. Accordingly, the Panel must assess whether just cause for premature termination of the Contract existed under Art. 14 para. 1 FIFA RSTP, having regard to the terms of the Contract and all the circumstances in their entirety, in particular whether it was reasonable to expect the terminating party (i.e. the Player) to continue the contractual relationship in good faith.

118. The Panel recognises that the interpretation of the Parties' conduct must be grounded in and made with strict reference to the relevant contractual provisions. Additionally, the Panel notes that the parties to a contract are in principle able to include a list within that contract of what they consider to be just cause for the early termination of their contractual relationship. Nevertheless, there are limits to the validity of such clauses. These limits are reached when the stipulation becomes authoritative – that is, the conditions under which a contract is terminated are unilaterally influenced by the party that wishes to put an end to the contract. The general principles governing just cause find application only where the Panel determines such agreements to be invalid (Commentary FIFA Status of Players pp. 129 - 131). The starting point for the case-by-case analysis by the Panel under Article 14 para. 1 FIFA RSTP must necessarily be the Contract between the Player and the Club. In this case, the Contract forms the framework for the assessment by the Panel of potential breaches of obligations by the Parties.

119. In this case, the Contract contained provisions for the automatic right of extraordinary termination, but not in respect to the obligations in dispute between the Parties. In the absence determine this question, i.e. whether circumstances existed that would render it unreasonable to expect the employment relationship between the Parties to have continued, such as a serious breach of trust by the Appellant.of any such specific agreement between the Parties, the Panel therefore has full discretion to

120. The Panel therefore considers again the key payment obligations of the Club to the Player under the Contract, set out in para. 8 above, and which are the subject matter of the dispute in this case. In this respect, the Panel also notes that the Parties expressly stipulated in para. 4 (a) of the Contract that the Club was *"obligated to fulfil all obligations in time-related to the price mentioned in this contract"*.

121. In particular, the Panel notes that the following salary amounts were not paid by the Club to the Player on time. In allocating the payments made by the Club to the Player's

outstanding debts, the Panel applies the principle set out in Art. 87(1) of the SCO, pursuant to which, in the absence of a specific designation by the debtor, payments are to be imputed to the earliest outstanding debt:

- the amount of EUR 90,000 net, corresponding to the Player's first monthly salary payment for February 2024 was expressly due by bank cheque dated 15 February 2024, but was only paid on 4 March 2024;

- the Player's monthly salary payment for March 2024 (EUR 90,000 net) was due on 15 April 2024, but was only paid, in part, by offsetting the amount of EUR 31,492 due under the Declaration on 25 May 2024, with the remaining balance of EUR 58,508 paid from the payment of EUR 60,000 made on 21 June 2024;

- the Player's monthly salary payment for April 2024 (EUR 90,000 net) was due on 15 May 2024, but was only paid late, from the remainder of the payment made on 21 June 2024 (EUR 1,492) and the payment of EUR 96,000 made on 24 June 2024 (of which EUR 88,508 was imputed to this salary).

122. The following amounts were due, but remained entirely unpaid at the time of the Player's unilateral termination of the Contract:

- the Player's monthly salary payment for May 2024 (reduced by the amount of EUR 7,942 according to para. 121 above) was due on 15 June 2024;

- the Player's Guaranteed Bonus for the 2023/2024 season of EUR 100,000 net was due on 30 June 2024.

123. As such, it is clear that, from the outset of the Contract, the Club failed to perform its payment obligations to the Player on time. By the time of the Player's unilateral termination of the Contract on 5 July 2024, three payments had been paid late, and two payments remained entirely unpaid beyond their due date. The Club's failure to comply with its payment obligations on time began immediately with the first month of the contractual relationship. At the time of the Player's unilateral termination of the Contract (i.e. over a period of around 6 months), not a single salary or bonus payment had been made fully in accordance with the terms of the Contract. In summary: (i) the February 2024 salary was paid 17 days late; (ii) the March 2024 salary was paid partly by offset on 25 May 2024 and partly on 21 June 2024, approximately two months after its due date; (iii) the April 2024 salary was paid on 21 and 24 June 2024, approximately five weeks after its due date; (iv) the May 2024 salary (due 15 June 2024) remained unpaid; and (v) the Guaranteed Bonus (due 30 June 2024) also remained entirely unpaid.

124. When questioned at the hearing, the Club did not provide any convincing or comprehensible explanation for this chronic pattern of late payments, except for a general explaining that it was a "small club". The Panel finds such an explanation entirely unsatisfactory, not least in the scenario where the Club knowingly entered into an employment contract with the Player committing it to pay at least EUR 900,000 per year, in addition to its contractual and financial obligations to other players and staff, etc. Nor can any financial hardships faced by the Club more generally, whether or not related to on-field performances, provide an adequate excuse for the Club's failure to perform its basic contractual obligations to the Player. The Club was fully aware of its contractual

and financial liabilities to the Player at the point at which it entered into the Contract, and must necessarily be held accountable as such.

125. The Panel agrees that - with regard to the Appellant's key contractual obligation for timely payment of the Player's salary - there was a serious, persistent breach of contract, not least against the background that there was a clause in the Contract explicitly obliging the Appellant to pay these sums on time. The Panel regards this as a significant breach of the principle of *pacta sunt servanda*. Even though the Appellant did take some steps to address some of its breaches, the Appellant only fulfilled its initial payment obligations (for February, March and April 2024) after significant delay. Then, after the Default Notice had been served by the Player, the Appellant continued to breach its key contractual obligations, by failing entirely to pay the Player's salary amount for May 2024 and the Guaranteed Bonus. As such, while each individual breach may not, in and of itself, have justified termination for good cause in the way and at the point chosen by the Player, the cumulative effect of multiple breaches by the Appellant over a sustained period of time constituted such good cause.

126. Further, the Panel considers that the payment obligations of clubs are at the heart of employment contracts with their professional players. As stated in the FIFA Commentary on the FIFA RSTP, outstanding salary is the most common cause of termination of employment contracts by players with football clubs. Objectively, and considering (inter alia) the nature of the industry and the relatively limited timeframe for professional footballers to maximise their earning potential during their career, the Panel also finds it would be unreasonable to expect a professional football player to simply continue to provide services to their employer in the continuous absence of salary payments to him, and with little prospect of the situation changing for the better. Considering, further, the centrality of the Appellant's contractual obligation as to the payment of the Player's salary to the Contract (including in the context of the specific clause contained at para. 4 (a) of the Contract) the Panel is satisfied that there was a serious and persistent breach of the Contract by the Appellant, which was sufficiently serious so as to qualify as just cause for the Player to terminate the Contract pursuant to Art. 14 para. 1 FIFA RSTP.

127. With this established, the Panel now turns to consider whether the act of termination by the Player constituted a last resort (*"ultima ratio")* action, and whether the Appellant received adequate warning from the Player of its unacceptable conduct or attitude.

iii) Was the Player's act of termination an *ultima ratio* action, made after adequate warning had been provided to the Appellant?

128. In contrast to Art. 14 bis para. 1 FIFA RSTP, Art. 14 para. 1 FIFA RSTP does not make unilateral termination conditional upon a formal written notice accompanied by a 15-day grace period. However, notwithstanding this formal difference, the Panel is of the view that considering the principal of *ultima ratio*, even under Art. 14 para. 1 FIFA RSTP, an adequate prior warning to the other party typically remains necessary before resorting to unilateral termination of a contract, so as to sufficiently alert the receiving party to the circumstances relied upon and provide a reasonable opportunity to remedy the breach (to the extent it is capable of being remedied). Such reasoning was followed in cases such as CAS 2014/A/3757, where the Sole Arbitrator confirmed that late/non-payment can constitute just cause only if (i) the unpaid amount is not insubstantial and (ii) the employee has given a warning drawing the employer's attention to non-compliance. See also the decisions of Swiss law tribunals and previous CAS Panels in cases such as ATF

127 III 153; ATF 121 III 467; ATF 117 II 560; ATF 116 II 145 and ATF 108 II 444, 446; CAS 2013/A/3091, 3092 & 3093; CAS 2015/A/4327; CAS 2013/A/3398).

129. In cases such as CAS 2020/A/7221, previous CAS Panels have held that a party to a football employment contract (in that case, a club) may be precluded from relying on termination of employment contracts in good faith in circumstances where it has not warned the other party of its unacceptable behaviour or attitude. This Panel would caution, however, against over-emphasising this principle at all costs, noting that Panels in other previous CAS cases such as CAS 2019/A/6533 have held that the duty to issue a reminder or a warning, respectively, is not absolute, and there are circumstances where no reminder or warning is necessary, for instance, where it is clear that the other side does not intend to comply with its contractual obligations or in case of a severe breach of a contract.

130. In this context, the Panel turns its attention to analysis of the Default Notice dated 7 June 2024 (received by the Appellant on 8 June 2024), on which much of the dispute between the Parties has centred. As argued by the Appellant, the Panel is aware of the fact that the Player's Default Notice only explicitly refers to Art. 14 bis FIFA RSTP (which, as stated above, does not apply in this case). Further, the Default Notice stated *"whereas the salaries due for March, April, May, June and the Guaranteed Bonus for the season 2023/2024 are already overdue"* and provided the Appellant *"with a full and final deadline of 15 days from the receipt of this official notice of default to comply with its financial obligations and conclude the referenced payments"*, also stating that *"we expect, as a gesture of goodwill on your behalf, the corresponding immediate payment of EUR 460,000.00 (four hundred and sixty thousand Euros NET), corresponding to the amounts due and unpaid for the season 2023/2024."*

131. Further, as argued by the Appellant and eventually accepted by the Player at the hearing, the Player's calculations of the amounts due to him at that time were erroneous. As per the Contract, monthly salary payments were payable by the 15th day of the following month. As of June 8, 2024 (the date on which the Default Notice was received by the Appellant), the salary payments for May and June 2024 were therefore not yet due. Additionally, the Guaranteed Bonus was contractually due on June 30, 2024, not earlier. Therefore, the Appellant argues, the only salary amounts that could properly be construed as overdue at the point of the Player's Default Notice were those for March and April 2024 (totalling EUR 180,000). From this, the Appellant cites a *"mutually-agreed deduction"* (pursuant to the terms of the Declaration for hotel expenses) of EUR 38,992, resulting in a total debt to the Player of EUR 147,008 at that time.

132. It is also noted that the Player's Default Notice does not explicitly mention the threat of termination, but rather states that, in absence of a positive reaction from the Appellant, the Player would commence legal proceedings against the Appellant before the relevant FIFA authorities:

"In the event, however, that the Club insists on failing to pay such amounts to the Player within the prescribed deadline, I have been instructed to start a legal procedure against the Club before the competent decision-making bodies of the FIFA Football Tribunal."

133. The Panel is therefore cognisant of the inaccuracies and limitations contained in the Default Notice, and that the amounts due to the Player at that time under the Contract were significantly smaller than those cited by him. Nevertheless, in the view of the Panel,

the Default Notice, in essence, represented a warning from Player to the Appellant in respect of the latter's behaviour under the Contract. It sent a signal from the Player to the Appellant that the Player had lost confidence in the Appellant, and that, in particular, he no longer trusted the Appellant to fulfil the payment obligations under the Contract punctually. He attached the utmost importance to timely payment and made clear that he would monitor all incoming payments closely from that point forward.

134. In this context, the Panel is satisfied that from the perspective of a reasonable addressee, the Default Notice included the assertion of claims for outstanding salaries and bonuses for the Appellant. The Panel is therefore of the view that, from that point in time at the latest, the Appellant has been adequately warned not to further destabilise or undermine the contractual relationship, and that any further failure by the Appellant to observe this obligation must be taken into account in the overall assessment of just cause, within the context of termination under Art. 14.1 FIFA RSTP. In effect, this was a starting point for termination proceedings, if other circumstances and warnings further justified that outcome.

135. The Appellant's subsequent responses to the Default Notice on 19 June and 24 June 2024 indicate clearly that he was aware of the circumstances of the contractual dispute and of the Player's desire for the Appellant to fulfil his obligations under the Contract in a timelier manner. In view of the fact that the Default Notice explicitly demanded immediate payment - the term *"immediately"* leaving no room for interpretation - it would have been both possible and reasonable for the Appellant to settle the March and April salaries without delay (these being overdue at the time of the Default Notice). It would also have been incumbent on the Appellant to ensure that the upcoming salary payment for May, due on 15 June 2024 and the Guaranteed Bonus due on 30 June 2024, were paid on time. This would have served as a minimal confidence-building measure, signalling to the Player that the Appellant now took its contractual payment obligations seriously.

136. As can been from the chronology of events, however, the Appellant failed to do this. The Panel notes that the Appellant did at least react to the Default Notice, in the form of its reply dated 19 June 2024. In this reply, the Appellant identified correctly that only the salaries for the period March and April 2024 (i.e. the total sum of EUR 180,000 were outstanding at the time of the Default Notice). However, this letter failed to take into account that, on 15 June 2024, the salary payment for May 2024 had also become due, and had not been paid at all by the Appellant. Further, the Appellant stated erroneously that, due to the Declaration, the amounts due to the Player should be reduced by EUR 38,992. In fact, the Player had only agreed in the Declaration to a deduction from his salary in the lower amount of EUR 31,492. The Appellant's letter of 19 June 2024 therefore erroneously calculated the amount due to the Appellant as EUR 147,008, and stated that *"We will waiting for your approval (sic.) and your silence will be accepted as acceptance."*

137. Despite a lack of explicit acceptance from the Player, on 21 June 2024, the Appellant made a payment of EUR 60,000 to the Player. On 24 June 2024, the Appellant made a further payment of EUR 96,000 to the Player, attaching the following statement:

> *"The Player has no remaining receivables from the Club, regarding to notice sent by the Player. Even though, according to FIFA regulation article 14/bis clearly states that in order to terminate the contract with just cause, "club unlawfully failing to pay a player at least two monthly salaries on their due dates". Since there is no debt for 2*

monthly salaries are outstanding, we kindly inform you that in case of any termination, it shall be a termination without just cause."

138. For his part, the Panel notes that the Player did not respond substantively to these payments or accompanying correspondence from the Appellant. Nor did the Player attend pre-season training of the Club, as required pursuant to Article 3-26 of the Contract. This led the Appellant to send its letters of 30 June 2024 and 1 July 2024 regarding the Player's absence from training, and commencing disciplinary proceedings against him. On 5 July 2024, the Player sent his Termination Notice of the Contract. This letter identified (*inter alia*) that the salary payment for May and the Guaranteed Bonus were now overdue, to a total of EUR 190,000, and stated the following in reference to the FIFA RSTP:

"In light of the above, the Player has more than enough legal basis to terminate the employment contract concluded with the Club unilaterally and with just cause not only based upon the provisions set out in Art. 14bis but also and mostly in accordance with Art. 14 of the FIFA RSTP."

139. Regarding his failure to attend the training camp, the Panel notes that this absence came at a point, in late June 2024, at which the relationship between the Parties had already significantly broken down, and in which remuneration (at least for May 2024) remained due to him. In addition, the Player argues *(inter alia*) that, even had this not been the case, the Player could not have attended pre-season training in practice, as the Appellant failed to purchase the tickets from Colombia to Türkiye, pursuant to Art. 3-24 of the Contract. Therefore, his absence was solely justified by the Appellant's own failures.

140. In this respect, the Panel first notices the specific wording of the clause of the Contract. The obligation in Article 3-24 is clearly limited to the Club buying tickets from *"São Paulo",* notwithstanding the fact that the Player is of Colombian nationality. However, it was confirmed at the hearing that the Player had been paid for flight tickets to Colombia. The agreement regarding *"Sao Paulo tickets"* had been tacitly extended between the Player and the Appellant into one for tickets from Colombia. Further, the Player did not actually ask the Club to book him the return tickets from Colombia to Türkiye. In practice, the Player, if he actually intended to use the benefit of this clause of the Contract in respect of the return tickets, should have informed the Appellant about his intention to make use of it and requested the Club to purchase the flight ticket for him from Colombia. He did not, and there is no evidence to suggest that he had any intention of actually attending pre-season training at this point. The Club should therefore not be held to be in breach of contract in respect of any failure on its part to provide any flight tickets for the Player.

141. The Panel has also considered the correspondence between the Appellant and the Player's agent, which included the following correspondence from the Player's agent:

"if he doesn't receive all the money requested in the notice and my commission he won't go to the camp!! let's see if Mendoza will be there in the pre-season!!!! You can pay him okay, pay the debts for him, it's not a problem. But I told you, and I talk again, if you pay him it's not a problem. But in the first day, second day, third day, he won't be there in the pre-season. Forget it. It's not only business, it's only respect. I deserve this respect. it's not a problem, I will fight you, I will fight you, it's not a problem. you want a fight? I want to give a solution for this but I need to receive. Not for the next season,

not next month, in august, September ... I need to receive my money. Mendoza need to receive his money. Only this."

142. The Panel acknowledges the Appellant's argument that the Player's agent conditioned the Player's return to pre-season training upon the personal payment of the agent's own commission fee. The Panel does not endorse such conduct on the part of the Player's representative. However, this circumstance does not alter the Panel's assessment of the Appellant's primary obligations under the Contract, nor does it diminish the gravity of the Appellant's persistent breach of its financial commitments. Further, the demand made by the agent expressly includes all the payments owed to the Player: "*receive all the money requested in the notice*". Through the agent's message, the Appellant was once again presented with both the opportunity and the obligation to resolve the matter without further delay. Instead, no response was forthcoming, and the Player was merely urged to appear at the training camp under the threat of consequences. In weighing the circumstances of the case, the Panel therefore also takes into account that the Appellant, in issuing the warning to the Player, gave no indication whatsoever of any willingness to fulfil its own contractual obligations. The Appellant's renewed failure to make the payment due on 15 June 2024 for the month of May 2024 and the Guaranteed Payment due on 1 July 2024, following the Player's Default Notice, constitutes a further and significant breach of contract.

143. Additionally, the Panel notes that the subsequent Termination Notice itself makes reference to the Player having made verbal demands for payment of his outstanding remuneration. The Panel observes that the Appellant was expressly invited to comment on this point during the proceedings but failed to do so. It would have been reasonable to expect the Appellant to dispute this assertion. In all the circumstances, the Panel is therefore clear that the Player provided a number of warnings and reminders to the Appellant that it needed to better and more promptly comply with its key financial obligations under the Contract. The Appellant had an adequate chance to comply with its obligations (which were capable, in principle, of being remedied) prior to the Player's termination of the Contract, but failed to do so. As such, despite some shortcomings on the Player's part, his behaviour was sufficient to fulfil any requirements in respect of Art. 14.1 FIFA RSTP as to the warning provided to the Appellant.

144. The Player's refusal to attend the pre-season training camp must therefore be regarded, in the specific circumstances of this case, as a measure of last resort. It served to compel the settlement of outstanding salary arrears. The Player has invoked a right akin to that of retention, withholding his services pending the discharge of the Appellant's outstanding obligations. As such, the Panel is satisfied that the Player bears no contributory fault in respect of the Club's recurring payment defaults prior to the termination of the Contract. The Club's persistent failure to discharge its financial obligations constituted the key and operative cause of the circumstances leading to termination, and no conduct attributable to the Player can be reasonably said to have significantly contributed to or exacerbated those defaults.

145. Rather, the Panel is of the view that, by this point, the Player's trust in the Club had been justifiably and irreparably undermined. In the Panel's view, such conduct rendered it unreasonable, under the principle of good faith, to expect the Player to continue the employment relationship. Nor was he required to take any further steps in respect of formalities prior to such termination. The Panel notes that a contrary view would risk giving rise to an abusive practice on the part of clubs, whereby clubs could systematically

and repeatedly default on their payment obligations whilst at the same time seeking to preclude the applicability of Article 14 para. 1 FIFA RSTP - an outcome that would be plainly contrary to the purpose and spirit of that provision.

146. In these circumstances (i.e. the lack of any breach of contract by the Player), the Panel need not consider further the arguments of the Appellant in respect of the Second Respondent's role in such alleged breach. In any event, the Panel finds that the Appellant has not provided any evidence to substantiate its claim that the Second Respondent was somehow involved in inducing the Player to leave the Appellant, prior to the Player's Termination Notice. In these circumstances, the Appellant's arguments in respect of the Second Respondent can be dismissed.

147. Therefore, in considering all the circumstances of the case, the Panel finds that the termination of the Contract by the Player was an *ultima ratio* action, made after the Appellant had been provided with adequate notice of his duty to discharge his timely payment obligations in order to save the contractual relationship between the Parties. Even after the serving of the Default Notice, the Appellant failed (entirely) to meet its further obligations as to salary payments and the Guaranteed Bonus. In these circumstances, it is clear that the contractual relationship between the Parties was fundamentally broken, with the Player's trust in the Appellant having failed. While the Panel accepts that the Player could have been clearer and more responsive in his communications with the Club following the Default Notice, and that the Default Notice itself could have referred to Art. 14.1 FIFA RSTP rather than solely relying on Art. 14 bis. 1 FIFA RSTP, the Panel does not find that this substantively alters its reasoning that the Appellant was provided with an adequate opportunity to address its incorrect behaviour, but chose not to do so. As such, the Player was entitled, as a last resort, to terminate the Contract and seek employment elsewhere.

148. As such, the Panel is convinced to its comfortable satisfaction that the Player validly exercised his right to unilateral termination of the Contract with just cause pursuant to Art. 14 para. 1 FIFA RSTP, through his Termination Notice dated 5 July 2024, as determined by the FIFA DRC in the Appealed Decision.

X. CONCLUSION

149. In light of the above considerations, the Panel concludes that the Appeal should be dismissed and the Appealed Decision confirmed.

XI. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 5 June 2025 by Yukatel Adana Demirspor against the decision rendered on 27 March 2025 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association (ref. FPSD-15650) is dismissed.

2. The decision rendered on 27 March 2025 by the FIFA DRC (ref. FPSD-15650) is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland

Date: 6 August 2026

THE COURT OF ARBITRATION FOR SPORT

Prof Dr Martin Schimke
President of the Panel

Mr Hugo Vaz Serra
Arbitrator

Mr Mark Andrew Hovell
Arbitrator