



TAS / CAS

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

CAS 2025/A/11897 Asociatia Club Sportiv Fotbalistic Oradea v. Ober Yesid Almanza Sehuanes & FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland

in the arbitration between

Asociatia Club Sportiv Fotbalistic Oradea, Oradea, Romania

Represented by its President, Mr George-Corneliu Tătar,

- Appellant -

and

Ober Yesid Almanza Sehuanes, Barrio, Colombia

Represented by Mr Juan Carlos Vasquez Ospina, Cali, Colombia

- First Respondent –

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios, Director of Litigation, and
Mr Alexander Jacobs, Senior Legal Counsel

- Second Respondent –

*** * * * ***

I. PARTIES

1. Asociația Club Sportiv Fotbalistic Oradea is a football club with its registered office in Oradea, Romania (the “Club”). It is a member of the Romanian Football Federation (FRF), itself affiliated with the Fédération Internationale de Football Association.
2. Mr Ober Yesid Almanza Sehuanes is a Colombian professional football player born on 10 May 2003 (the “Player”).
3. The Fédération Internationale de Football Association (“FIFA”) is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the governing body of international football at worldwide level. It exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players worldwide.
4. The Player and FIFA are jointly referred to as the “Respondents”.
5. The Club and the Respondents are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

A. Introduction

6. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence adduced in these proceedings. References to additional facts and allegations found in the Parties’ written submissions and evidence will be made, where relevant, in connection with the legal analysis that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he deems necessary to explain his reasoning.

B. The employment relationship between the Club and the Player

7. In summer 2024, the Player left the English football club Watford F.C. to join the Club.
8. On 24 July 2024, the Club and the Player signed an employment contract valid as from the date of signature until 30 June 2027 (the “Employment Contract”).
9. Based on the information recorded in the FIFA Transfer Matching System (“TMS”), the pertinent transfer contract details were the following:
 - Transfer reference: 900836
 - Counter club: Watford (ENG)
 - Instructing Club: ACSF Oradea
 - Player name: Ober Yesid ALMANZA

10. In the TMS, the transfer reference 900836 is associated with the Club, the relevant details of which are as follows:
 - International name: ACSF Oradea
 - Local name: Asociatia Club Sportiv Fotbalistic Oradea
 - Club ID: 69577
 - Website: www.fcbihor.ro
 - E-mail: caoradea@gmail.com
11. During these arbitration proceedings, the Club claimed, without providing evidence, that the Player's last official match with the Club took place on 6 December 2024 and that the Player was subject to an EU entry ban from 15 December 2024 until 15 May 2025.
12. On 1 January 2025, the Club sent to the Player a proposal for a termination agreement, in which the Club and the Player mutually agreed to terminate the Employment Contract with immediate effect (the "Mutual Termination Proposal"). According to this document, the Club committed to paying the Player's outstanding salaries for November and December 2024 as well as the December 2024 rent, totalling RON 31,500 RON by 20 January 2025.
13. On 4 January 2025, the Player acknowledged receipt of the proposal and declared that he would review it. He requested that the Club provided him with a work visa and a plane ticket from Colombia to Romania, in order to fulfil the Employment Contract.
14. On 13 January 2025, the Player informed the Club of his intention to comply with the terms of the Employment Contract until its expiration. He also reiterated his request for a work visa and a plane ticket from Colombia to Romania in order to attend the 2025 pre-season.
15. On 17 January 2025, the Club sent the Player an amended version of the Mutual Termination Proposal, along with a document authorizing him to be absent from senior team trainings without facing any financial or disciplinary consequences and allowing him to train with other clubs between 17 and 31 January 2025. The Club also authorized the Player to join, during the same period, another club without any transfer compensation, while all other contractual rights and obligations remained unchanged.
16. On 30 January 2025, the Player reiterated to the Club his intention to continue the Employment Contract and again requested that the Club provide a work visa and a plane ticket from Colombia to Romania in order to attend the 2025 pre-season.
17. On 31 January 2025, the Club requested from the Player to provide, as soon as possible, a legal document confirming his current place of residence in order to complete his work and residence permit application. In addition, the Player was requested to submit a fiscal certificate from his country of origin confirming the absence of outstanding tax liabilities, duly apostilled, no later than 4 February 2025.
18. On 4 February 2025, the Club urged the Player to provide the requested documents and complained that despite several reminders sent via email and WhatsApp, the Player had

failed to respond or comply, which was causing significant delays in the processing of his situation. The Club complained that the Player's consistent lack of cooperation was obstructing the timely completion of the relevant administrative procedures.

19. During these arbitration proceedings, the Club submitted a copy of an email sent by the Player to the Club on 6 February 2025. Attached to this email was a document in Spanish. Although the Club did not provide an English translation of it, it is the Sole Arbitrator's understanding that this document was dated 5 February 2025 and sent to the Club's President, Mr George-Corneliu Tătar, as well as to the FIFA Football Tribunal and FIFPRO. This document is without a doubt a response to the Club's letter of 4 February 2025, which the Player describes as an attempt to intimidate him ("FORZAR e INTIMIDAR"), and which he had addressed to FIFA and FIFPRO to draw their attention to this situation. In this letter, the Player filed prayers for relief, referring to the Club's attempts to intimidate him and force him to sign a termination agreement of the Employment Contract ("la intencionalidad Manifiesta del Club F.C. BIHOR ORADEA a INDUCIR Y FORZAR un ACUERDO DE RESCISION del contrato.") (Emphasis through the use of capital letters has been added by the Player).
20. On 21 May 2025, which the Club claims to correspond to a week after the expiry of the Player's EU ban, it sent the following letter to the Player:

"We hereby send you this official notice on behalf of Asociatia Club Sportiv Fotbalistic Oradea, legally represented by President George Corneliu Tatar, to formally request that you present yourself in Oradea - Romania, within a maximum of 7 days, no later than May 28th, 2025, in order to finalize the legal procedures related to obtaining your long-stay visa and residence permit in Romania.

Your physical presence is absolutely necessary to complete, in a timely manner, all administrative and legal steps required under current Romanian and European legislation.

We inform you that all necessary legal checks regarding your entry conditions into the territory of the European Union, including Romania, have been completed, and no restrictions apply in this regard. In accordance with the Agreement between the European Union and the Republic of Colombia, signed on December 19th, 2015, Colombian citizens may travel visa-free for short stays (up to 90 days within any 180-day period) in the EU area, including Romania.

[...]

We kindly ask you to treat this request with the utmost seriousness and to confirm as soon as possible the exact date of your arrival in Romania, so that we may efficiently arrange your appointments with the competent authorities."

21. Until 20 July 2025, the Club continued to pay the Player's salaries, as evidenced by six bank statements identifying the Player as the beneficiary. These payments correspond to the salaries for November 2024 (paid on 11 January 2025), December 2024 (paid on 8 February 2025), January 2025 (paid on 19 March 2025), February 2025 (paid 9 April 2025), March 2025 (paid on 21 May 2025) and April 2025 (paid on 20 July 2025).

22. On 20 August 2025, the Club notified the Player that he had failed to report to the Club as requested. He was reminded of his contractual obligation to participate in training and official activities, as well as to fully cooperate in obtaining the necessary administrative documents, with such failure constituting a serious breach of contract. The Player was therefore requested to provide a “justified response” and comply with his obligations within fifteen days, failing which his conduct could be deemed as a breach of the Employment Contract under Article 14 of the applicable FIFA Regulations on the Status and Transfer of Players (“RSTP”), entitling the Club to terminate the Employment Contract with just cause and pursue legal remedies.
23. The Club alleged having lodged, on 24 September 2025, a claim before the Romanian National Dispute Resolution Chamber (the “NDRC”), seeking a declaration that the Player had terminated the Employment Contract without just cause. This allegation is supported solely by documents in Romanian, which the Club failed to translate into English.

C. The Club’s request sent through the FIFA Legal Portal

24. On 28 October 2025, a Club’s representative contacted the FIFA Digital Legal Support as follows:

“hello my name is guler bogdan and I am tms manager of the acs fotbalistic oradea club club code 69577 my address declared in tms is gulerbogdan@gmail.com I am writing to you regarding the change of the email address in the legal portal, we want to change the email address in the legal portal caoradea@gmail.com to office@fcbihororadea.ro. I am also attaching an image from tms.”

25. Examining the website www.fcbihor.ro confirms that Mr Guler Bogdan is indeed a member of the Club's administrative staff. In the same team is also Mr George-Corneliu Tătar, President, acting on behalf of the Club in the present arbitration proceedings.
26. Mr Guler Bogdan is also the holder of a power of attorney signed by the Club on 29 October 2025, authorizing him, in his capacity as TMS Manager of the Club, *“to proceed with the submission and electronic filing of all documents on the CAS e-Filing Platform and/or by email to procedures@tas-cas.org, in accordance with CAS procedural requirements.”*

D. The proceedings before FIFA

1.- The proceedings before the FIFA Dispute Resolution Chamber (the “DRC”)

27. On 2 February 2025, the Player lodged a claim against the Club before FIFA.
28. On 4 February 2025, FIFA acknowledged receipt of the Player’s claim, which was recorded under reference number No. FPSD-18048.

29. On 21 February 2025, FIFA requested the Club's position on the Player's claim via the FIFA Legal Portal. It invited the Club *"to provide [FIFA] with [its] position on the claim, along with any documentary evidence [it deemed] useful in [its] support, by no later than 13 March 2025, exclusively via the procedure of reference within the Legal Portal (legalportal.fifa.com), in PDF format in accordance with art. 21 par. 1 and art. 13 par. 3 and 5 of the Procedural Rules Governing the Football Tribunal (hereinafter: the Procedural Rules)"*.
30. On 21 February 2025, FIFA sent a courtesy e-mail to the Club at caoradea@gmail.com informing it that a claim had been lodged against it before the DRC and that action might be required on its part.
31. On 10 April 2025, FIFA exchanged communications with the Player in relation to his claim against the Club. The Club received a copy of this correspondence through the FIFA Legal Portal and was further informed of the exchange by courtesy email sent to caoradea@gmail.com.
32. On 3 July 2025, FIFA informed the Player that no correspondence had been received from the Club in response to his claim and that the submission phase of the proceedings had been closed. This communication was transmitted to the Club via the FIFA Legal Portal. Additionally, a courtesy email was sent to caoradea@gmail.com informing the Club that new information had been made available in the FIFA Legal Portal.
33. On 30 July 2025, FIFA informed the Player that the case would be submitted to the DRC for a formal decision during its meeting on 8 August 2025. This communication was transmitted to the Club via the FIFA Legal Portal. Additionally, a courtesy email was sent to caoradea@gmail.com informing the Club that new information had been made available in the FIFA Legal Portal.
34. On 8 August 2025, the DRC issued the following decision (the "DRC Decision"):

"[...]"

1. *The claim of the [Player] is partially accepted.*
2. *The [Club] must pay to the [Player] the following amount(s):*
 - *EUR 3,000 as outstanding remuneration plus 5% interest p.a. as from 2 February 2025 until the date of effective payment;*
 - *EUR 87,000 as compensation for breach of contract plus 5% interest p.a. as from 2 February 2025 until the date of effective payment.*
3. *Any further claims of the [Player] are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
5. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:*

1. *The [Club] shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*
2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
6. *The consequences shall only be enforced at the request of the [Player] in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
7. *This decision is rendered without costs.”*

35. On 18 August 2025, the Player and the Club were notified of the DRC Decision. This communication was transmitted to the Club via the FIFA Legal Portal. Additionally, a courtesy email was sent to caoradea@gmail.com informing the Club that new information had been made available in the FIFA Legal Portal.
36. Neither the Player nor the Club requested the grounds of the DRC Decision.

2.- The disciplinary proceedings

37. On 4 October 2025, the Player notified the FIFA Disciplinary Committee that the Club had not complied with the DRC Decision and requested that the measures set out in point 5 of the said Decision be implemented.
38. On 7 October 2025, the Head of FIFA Disciplinary informed both the Player and the Club of the imposition of a registration ban (the “FDD Decision”). The matter was registered under reference number FDD-25517 and the following was communicated:

“[...] it appears that, despite the Decision, [the Club] has not yet complied with its financial obligations towards [the Player].

In this regard, we wish to inform the parties that a ban from registering new players internationally and nationally has been implemented by FIFA on the [Club]. The registration ban will remain active until the amount due is paid and for a maximum duration of up to three entire and consecutive registration periods.

Lastly, the Romanian Football Federation is requested to immediately implement on the [Club] a ban from registering new players at national level, if not done yet”.

39. This communication was transmitted to the Club via the FIFA Legal Portal. Additionally, a courtesy email was sent to caoradea@gmail.com informing the Club that new information had been made available in the FIFA Legal Portal.
40. On 31 October 2025, the Club filed a “*REQUEST TO STAY the enforcement of Decision Ref. no. FDD-25517*” through the FIFA Legal Portal (the “Request to Stay”).

41. On 3 November 2025, the Club requested the grounds of the DRC Decision. In support of its request, the Club submitted that it had not been aware of the proceedings registered under No. FPSD-18048 and No. FDD-25517, as all correspondence and documents in these matters had initially been sent to the email address caoradea@gmail.com, which belonged to a different club, CA Oradea, not affiliated with the RFR. The Club further alleged that it was only granted access to the case file on 28 October 2025 via the FIFA Legal Portal, following repeated formal requests and solely upon FIFA's decision to authorize such access.
42. On 5 November 2025, FIFA informed the Player and the Club that the findings of the DRC Decision had been notified to the Player and the Club on 18 August 2025, that neither the Player nor the Club had requested the grounds of such decision, that therefore the DRC Decision became final and binding. As a consequence, FIFA rejected the Club's Request to Stay and confirmed that "*the case remains open and the registration ban imposed*".
43. On 10 November 2025, FIFA answered to the Club that "[after] *a careful analysis of our records, we noticed that the email address caoradea@gmail.com was registered in TMS for your club ACSF Oradea (FIFA ID: 145PLIB/Club ID: 69577) as the contact email address for your club at the moment of the notification of the claim, on 21 February 2025, and throughout the course of the procedure. [...] In view of all the above, we kindly inform you that the decision FPSD-18048 was duly notified on 18 August 2025 and we are therefore not in a position to entertain your request.*"

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

44. On 29 October 2025, the Club lodged its Statement of Appeal with the Court of Arbitration for Sport ("CAS") against Mr Ober Yesid Almanza Sehuanes and FIFA with respect to the DRC and the FDD Decisions in accordance with Article R47 *et seq.* of the Code of Sports-related Arbitration (the "Code"). It also filed a Request for Provisional Measures.
45. On 3 November 2025, the CAS Court Office acknowledged receipt of the Club's Statement of Appeal and Request for Provisional Measures as well as of its payment of the CAS Court Office fee. It took note that the Club had opted for English as the language of the arbitration proceedings and, in this respect, informed the Respondents that, unless they objected within three days, the procedure would be conducted in English. The CAS Court Office granted the Respondents five days to comment on the Club's request to refer the present matter to a sole arbitrator and ten days to submit their response and observations on the Club's Request for Provisional Measures.
46. On 3 November 2025, the Club requested a ten-day extension of the deadline to file its Appeal Brief, which was granted in accordance with Article R32 (2) of the Code.
47. On 6 November 2025, the Club filed "*complementary communication intended to further substantiate [its] request for a stay of execution of Decision Ref. FDD-25517.*" The CAS

Court Office invited the Respondents to comment on these complementary submissions within the deadline granted in its letter of 3 November 2025.

48. On 10 November 2025, FIFA argued that the Club had appealed against two decisions, the DRC and the FDD Decisions, and should have initiated two separate proceedings before the CAS. It submitted that “[*since*] FIFA is not in a position to reply to the appeal without knowing which one of the two decisions mentioned by the [Club] is the one challenged in this case”, the Club should be instructed to provide specific clarifications on this issue. It further requested the suspension of all ongoing deadlines pending a clear response of the Club. Finally, FIFA confirmed that it agreed to submit the present matter to a sole arbitrator, provided that “*he or she is selected from the football list*” and accepted English as the language of these arbitration proceedings.
49. On 11 November 2025, the CAS Court Office invited the Club to submit its comments on FIFA’s position that the appeal concerns two distinct decisions before CAS, by 14 November 2025. It further confirmed that, in the meantime, all time limits applicable to FIFA were suspended until further notice.
50. On 17 November 2025, the CAS Court Office acknowledged receipt of the Club’s clarification in response to FIFA’s comments set out in its letter of 10 November 2025 and, accordingly, lifted the suspension of FIFA’s running time limits.
51. On 18 November 2025, the CAS Court Office acknowledged receipt of the Player’s objection to English as the language of the present arbitration proceedings and advised the Parties that all running deadlines were suspended until further notice.
52. On 19 November 2025, the CAS Court Office acknowledged receipt of the Club’s Appeal Brief filed on 18 November 2025 and of its clarification of its prayers for relief filed on 19 November 2025.
53. On 1 December 2025, the CAS Court Office forwarded to the Parties the Order on language rendered by the President of the CAS Appeals Arbitration Division, ruling that English would be the language of the present arbitration proceedings. The CAS Court Office further invited the Respondents to submit their respective Answer within twenty days.
54. On 1 December 2025 and pursuant to Article R55 (3) of the Code, FIFA requested the time limit to file its Answer to be fixed once the advance of costs had been paid by the Club. Its request was granted by the CAS Court Office on 2 December 2025.
55. On 2 December 2025, the Player informed the CAS Court Office of his objection to the appointment of a sole arbitrator and submitted that the appeal was filed late with respect to the DRC Decision.
56. On 8 December 2025, the CAS Court Office acknowledged receipt of FIFA’s response to the Club’s Request for Provisional Measures, filed on 2 December 2025. It noted that the Player had not submitted any position in this regard. It further informed the Parties

that the Deputy President of the CAS Appeals Arbitration Division had decided to refer the present matter to a sole arbitrator.

57. On 10 December 2025 and in an unsolicited manner, the Club filed its comments on FIFA's response on the Request for Provisional measures.
58. On 8 January 2026, the CAS Court Office informed the Respondents that the Club had paid its share of the advance of costs. It invited FIFA to submit its Answer within twenty days. As regards the Player, it noted that he had failed to file his Answer within the applicable deadline, which had expired on 21 December 2025.
59. On 14 January 2026, the CAS Court Office transmitted to the Parties the Order on the Request for a Stay rendered that day by the President of the CAS Appeals Arbitration Division, dismissing the Club's Request for Provisional Measures. The CAS Court Office also forwarded to the Parties a copy of an "Arbitrators' Acceptance and Statement of Independence" form completed by Mr Patrick Grandjean, informing them that the latter had been appointed as sole arbitrator by the President of the CAS Appeals Arbitration Division, and drawing the Parties' attention to the remark made by Mr Grandjean on his form, reminding the Parties that pursuant to Article R34 of the Code, an arbitrator may be challenged if the circumstances give rise to legitimate doubts over his independence, with any challenge having to be brought within seven days after the grounds for the challenge have become known.
60. On 27 January 2026, the CAS Court Office informed the Parties that *"due to an administrative oversight, the Appeal Brief was unfortunately omitted from its email to the Parties of 1 December 2025 and was not notified via the CAS e-filing platform. Therefore, the Respondents did not receive a copy of the Appeal Brief filed on 18 November 2025. [...] In light of the above, both Respondents must be granted a new time limit to file their Answers"*. The CAS Court Office also informed the Parties that no challenge had been filed against the appointment of Mr Grandjean within the time limit described in Article R34 of the Code.
61. On 12 February 2026, FIFA requested a ten-day extension of the deadline to file its Answer, which was granted pursuant to Article R32 (2) of the Code.
62. On 17 February 2026, the CAS Court Office informed the Parties on behalf of the President of the CAS Appeals Arbitration Division that the Panel appointed to decide the case was constituted as follows:

Sole Arbitrator: Mr Patrick Grandjean, Attorney-at-law, Belmont-sur-Lausanne, Switzerland.
63. On 26 February 2026, the CAS Court Office acknowledged receipt of FIFA's Answer filed on 25 February 2026. It further noted that the Player had failed to submit his Answer within the applicable deadline, which expired on 16 February 2026. The CAS Court Office invited the Parties to indicate, by 5 March 2026, whether they wished a Case Management Conference ("CMC") and/or a hearing to be convened in this matter.

64. On 26 February 2026, FIFA confirmed to the CAS Court Office that it did not consider a hearing necessary in the present matter, whereas, on 3 March 2026, the Club requested an oral hearing as well as a CMC. The Player failed to indicate his position on the matter.
65. On 19 March 2026, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Player to provide the following clarification, along the relevant evidence within 7 days: “[...]”
1. *What measures were taken by the Player following the notification of the appealed decision to recover the amounts that the Appellant was ordered to pay by the FIFA DRC?*
 2. *Did the Player send a notice of default to the [Club]? If so, when, how and how many times?*
 3. *What was the [Club’s] response?”*
66. On 20 March 2026, the Player filed a submission indicating that, following the DRC Decision, he had mainly approached FIFA to notify it of the Club’s failure to comply with the DRC Decision and to urge it to impose sanctions accordingly. Nevertheless, the Player claimed that “[the] Club did not issue any formal response to the requests sent by the Player or to the FIFA Tribunal’s inquiries on the Legal Portal. [...] Instead of complying with the ruling, the Club contacted the Player directly via instant messaging (WhatsApp) in an intimidating tone.”
67. On 23 March 2026, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Player to provide a copy of the WhatsApp messages mentioned in his letter of 20 March 2026.
68. On 27 March 2026, the Player informed the CAS Court Office as follows: “[...]”
1. *Nature of the intimidating communications: Although initial reference was made to instant messaging, we clarify to the Sole Arbitrator that the pressure and intimidating tone on the part of the Club has been manifested primarily through telephone communications.*
 2. *Documentation demanded under duress: The Club has sent various documents to the Player in order to force him to sign a "Release of Account" (document of release from obligations). The objective of this maneuver is to force the Player to declare that the Club has no outstanding debts with him, contravening the previous ruling and evading its financial responsibilities.*
 3. *Evidence: We attach to this communication copies of the documents and draft release of account sent by the Club, which demonstrate its intention to end the dispute irregularly and under pressure, ignoring the ongoing arbitration proceedings.”*
69. On 1 April 2026, the CAS Court Office, on behalf of the Sole Arbitrator, invited the Club and FIFA to comment by 7 April 2026 on the Player’s submissions filed on 20 and 27 March 2026.

70. On 6 April 2026, the Club informed the CAS Court Office of its position regarding the information provided by the Player on 20 and 27 March 2026. Essentially, the Club emphasised that the Player's own submissions confirmed that he had taken no direct action against the Club. The Club also stated that it had never received any notice of default or communication regarding the alleged debt. Furthermore, the Club maintained that the Player's allegations of intimidation by the Club were inconsistent, unsupported and made in bad faith. In this regard, the Club insisted that, initially, the Player had claimed that the alleged intimidating communications had occurred via WhatsApp, but when asked to produce the relevant messages, he stated that they had taken place by telephone.
71. On 8 April 2026, the CAS Court Office informed the Parties that the Sole Arbitrator deemed himself sufficiently well informed to issue his decision solely on the basis of the written submissions.
72. On 21 April 2026, the CAS Court Office sent to the Parties the Order of Procedure, which was returned duly signed by FIFA and the Club on 23 April 2026 and by the Player on 24 April 2026. By signing the Order of Procedure, the Parties confirmed their agreement that the Sole Arbitrator decide the matter based solely on their written submissions and that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES

A. *The Appellant*

73. In its Appeal Brief, as amended on 19 November 2025, the Club submitted the following requests: “[...]”
 1. *[The Club] respectfully requests the Court of Arbitration for Sport to uphold the present appeal and, consequently, annul in their entirety the following decisions:*
 - *Decision Ref. FPSD-18048 issued by the FIFA Dispute Resolution Chamber on 8 August 2025; and*
 - *Decision Ref. FDD-25517, concerning the registration ban imposed on [the Club], and**either (i) proceed with a full de novo review of the present case, or (ii) refer the matter back to the competent decision-making body, pursuant to Article R57 of the CAS Code.*
 2. *Subsidiarily, [the Club] respectfully requests the Court of Arbitration for Sport to uphold the present appeal and, consequently, set aside the following decisions:*
 - *Decision Ref. FPSD-18048 issued by the FIFA Dispute Resolution Chamber on 8 August 2025; and*
 - *Decision Ref. no. FDD-25517 concerning the registration ban imposed on [the Club], and*

either (i) proceed with a full de novo review of the present case, or (ii) refer the matter back to the competent decision-making body, pursuant to Article R57 of the CAS Code.

3. *If the Panel upholds the appeal and, accordingly, annuls or sets aside the appealed decisions, respectively: Decision Ref. FPSD-18048 and Decision Ref. no. FDD-25517, and thus proceeds with a full de novo review of the present case, the [Club] respectfully requests that the Panel shall, considering the above:*

- Declare that the [Player] unilaterally terminated the Contract without just cause; and, as a consequence*
- Hold that no compensation and no sporting sanctions are due or enforceable against the [Club].*

In any event, [the Club] respectfully requests the Court of Arbitration for Sport to order that the Respondents shall bear all costs of this arbitration and shall pay [the Club] an appropriate contribution towards its legal fees and other expenses incurred in connection with these proceedings.”

74. The Club’s submissions, in essence, may be summarized as follows:

Regarding the Jurisdiction of the CAS

- The DRC and the FDD Decisions are connected and concern a single dispute. *“The disciplinary decision cannot be regarded as an autonomous or self-standing adjudication [...]. It merely implements, in a mechanical and derivative manner, the operative conclusions of the FIFA’s DRC decision by imposing a registration ban as an enforcement measure. [The] two decisions must be regarded as successive steps within the same procedural continuum, given that the second act derives its legal basis and effects directly from the first. Consequently, they cannot be analysed in isolation [...]. Their fates are inseparable, and reviewing them jointly is the only way to ensure a complete and accurate adjudication”.*
- The appeal is admissible as the Statement of Appeal was filed within the 21-day deadline, following notification of the disciplinary decision on 8 October 2025.

The Club’s own claim filed against the Player

- The Club remained unaware of the proceedings initiated against it by the Player before FIFA until 8 October 2025, when it was notified of the registration ban by the FRF.
- While the Player was barred from entering the EU, the Club continued to support him and duly paid his salary. It also sought to implement various measures to allow the Player to transfer to another club or train elsewhere without affecting the existing contractual relationship. Throughout this period, the Club remained in regular contact with the Player in an effort to resolve his administrative situation but encountered a lack of cooperation on the part of the Player.

- In view of these exchanges with the Player, the Club had no reason to believe that proceedings were initiated against it before the FIFA.
- Following the expiry of the ban, the Club repeatedly requested that the Player return to Romania. However, the Player failed to do so, which explains why the Club filed its own claim on 24 September 2025 before the Romanian NDRC, seeking a declaration that the Player terminated the Employment Contract without just cause.

FIFA's notifications were sent to the wrong e-mail address

- The Club's official e-mail address is contact@fcbihororadea.ro, as evidenced by its letterhead, the Employment Contract, and even the claim filed by the Player before FIFA.
- The e-mail address caoradea@gmail.com belongs to "*Asociatia Club Sportiv CAO-NAC 1910 ("Club Atletic Oradea" or "CA Oradea"), a completely distinct club. CA Oradea has no structural, administrative or legal link to ACSF Oradea and, critically, is not affiliated to the Romanian Football Federation. CA Oradea holds Sports Identity Certificate No. 0082702, registration number BH/A2/004172/2022, issued by the Government of Romania through the Ministry of Sports. CA Oradea is located at 138C Ogorului Street, Oradea, Bihor County, Romania (410554) and currently competes in the Romanian Fourth League (Liga a IV-a), under the authority of the Bihor County Football Association*".
- As soon as it became aware of the situation, the Club immediately "*undertook all reasonable steps to trace and retrieve correspondence that should, in the ordinary course of proceedings, have been addressed to it directly. These efforts do not suggest prior awareness of the proceedings; rather, they demonstrate the [Club's] diligence in attempting to understand a process from which it had been entirely excluded*".

Procedural irregularities affecting the FIFA proceedings

- Proceedings before FIFA must comply with the principles of equal treatment of the parties and their right to be heard in adversarial proceedings, which necessarily includes the obligation to validly summon the parties, notify them of the proceedings, and grant them an effective opportunity to be heard.
- "*In the present case, these minimum procedural guarantees were disregarded. The procedural correspondence and documents in the above-referenced matter were transmitted and uploaded to the FIFA Legal Portal to the email address caoradea@gmail.com, belonging to a Club Atletic Oradea, and it can be seen that the Legal Portal interface itself clearly shows, in the upper-right corner, that the account corresponds to Club Atletic Oradea*".
- Any communication sent to CA Oradea cannot amount to proper notification of the Club. "*Accordingly, only correspondence addressed to ACSF Oradea, using the*

correct email address and FIFA Legal Portal account, could constitute valid notification for the purposes of the FIFA proceedings.”

- The absence of proper notification amounts to a fundamental violation of the Club’s right to be heard and to present its defence, resulting in sanctions imposed without its participation or knowledge of the proceedings.
- The FDD Decision is also procedurally flawed as “[the] *FIFA Disciplinary Committee proceeded on the premise that the DRC decision had been duly served upon the Appellant and had become final.*”
- *“These procedural defects also violate fundamental principles of legal certainty and foreseeability, which form part of the general principles of law recognised in international adjudication.”*

The Player terminated the Employment Contract without just cause

- The Player unjustifiably terminated the Employment Contract and, in bad faith, concealed his true intentions by giving the impression that he wished to return to the Club, while simultaneously filing a claim before FIFA.
- The Club did everything possible to persuade the Player to return: it remained in constant contact with him until April 2025, paid all outstanding salaries up to that point, and sought to obtain the documents necessary for his return to Romania, which was ultimately rendered impossible due to the Player’s lack of cooperation.
- *“The [Player] never disclosed the existence of his FIFA claim to the [Club], even though such information was essential to the proper conduct of the employment relationship and to the assessment of the parties' mutual trust. Had the [Club] been aware of the FIFA claim, it would have been in a position to respond in a timely manner. Instead, the Player maintained an appearance of cooperation while simultaneously pursuing a parallel claim for substantial sums. [...] This duplicity carries direct relevance to the merits of the present appeal. It demonstrates that the [Club] acted transparently and in good faith, whereas [the Player] acted inconsistently. Such conduct severely undermines the credibility of [the Player’s] position and reinforces the [Club’s] submission that the DRC adjudicated the matter without access to critical evidence and without hearing [the Club], thereby rendering the resulting decision factually incomplete and materially defective.”*

B. The Respondents

1.- The Player

75. Although duly invited by the CAS Court Office, the Player did not file an Answer to the Appeal Brief.

2.- FIFA

76. In its Answer, FIFA submitted the following requests for relief:

“Based on the foregoing, FIFA respectfully requests the Panel to:

- a) reject the [Club’s] requests for relief;*
- b) confirm the Appealed Decision(s) in its entirety;*
- c) order the [Club] to bear the full costs of these arbitration proceedings; and*
- d) order the [Club] to make a contribution to FIFA’s legal costs and expenses.”.*

77. FIFA’s submissions, in essence, may be summarized as follows:

The admissibility of the Appeal

- The Club seeks to challenge two distinct decisions by way of a single appeal, namely the DRC and the FDD Decisions. However, it should have lodged two separate and independent appeals.
- *“It has now become evident, upon reviewing the [Club’s] Appeal Brief, that the appeal is directed exclusively against the DRC Decision. In its Appeal Brief, the Appellant limits its “legal analysis on the merits of the case” solely to the DRC Decision. No arguments whatsoever are presented in relation to the Disciplinary Decision, which is the only decision whose admissibility is not contested by FIFA.”*
- The Club is attempting to use its appeal against the FDD Decision in order to indirectly challenge the DRC Decision, which is procedurally inadmissible.
- In accordance with Article R48 of the Code, an appeal to CAS must be directed against a single decision. In the present case, the Club failed to timely request the grounds of the DRC Decision within the prescribed deadline, with the consequence that the DRC Decision became final and binding and the appeal against that decision is inadmissible.

The DRC and FDD Decisions were validly notified to the Club

- *“On 21 February 2025, FIFA requested the [Club’s] position on the Player’s claim via the FIFA Legal Portal using the email address that was registered in TMS for the club ACSF Oradea (with FIFA ID: 145PLIB/Club ID: 69577): caoradea@gmail.com”.*
- The Club also received an additional and separate courtesy email that was sent to the same email address (i.e. caoradea@gmail.com), informing it that a claim had been filed and prompting it to access the Legal Portal.
- All the notifications by FIFA were duly sent to the Club’s official email address as registered in the TMS, in accordance with Article 10 (3) of the Procedural Rules Governing the Football Tribunal (the “Procedural Rules”), which renders such

contact details binding. The same provision requires parties to monitor the TMS and the Legal Portal on a daily basis and holds them responsible for any procedural disadvantages resulting from a failure to do so. In addition, Article 7 of Annex 3 of the RSTP obliges clubs to ensure that their contact details in TMS are accurate and up to date.

- The Club was well aware of the functioning of the FIFA Legal Portal as it was communicated to the interested parties via FIFA Circular no. 1795 dated 25 April 2022 and FIFA Circular no. 1842 dated 6 April 2023.
- It was only on 28 October 2025, that the Club filed a request to amend the email address (*i.e.* caoradea@gmail.com) in the Legal Portal to office@fcbihoradea.ro. The Club's request to change the email address associated to its ID on the Legal Portal is a clear acknowledgement that, until that date, the correct address for the purposes of communications was in fact caoradea@gmail.com.
- All communications, including the DRC Decision fell within the Club's sphere of control during the proceedings before FIFA. According to legal doctrine and constant CAS precedents, notification is deemed effective once a party has had the opportunity to take notice of the content, regardless of whether it actually does so. The relevant moment for notification is when the decision is received, not when it is effectively read or acknowledged.
- “[The DRC Decision] was duly notified through the FIFA Legal Portal, entered the [Club's] sphere of control, and became final and binding when the [Club] failed to request the grounds within the mandatory deadline. Its attempts to shift blame by alleging misnotification are contradicted by the TMS records, the Procedural Rules, and its own subsequent conduct, and amount to a bad-faith effort to circumvent a clear procedural failure. The [Club] has therefore irrevocably waived its right to appeal, and the Sole Arbitrator must dismiss the appeal as inadmissible.”

V. JURISDICTION

78. Article R47 (1) of the 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.”

79. According to Article 50 (1) of the applicable FIFA Statutes, *“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”*.

80. It is undisputed between the Parties that the DRC and the FDD Decisions are decisions within the meaning of the aforementioned provisions.

81. The Parties rely on the above provisions as conferring jurisdiction to CAS, which is further confirmed by the Order of Procedure duly signed by them.
82. It follows that the CAS has jurisdiction to decide on the present dispute.

VI. APPLICABLE LAW

83. According to Article 187 (1) of the Federal Act on Private International Law (PILA), “[the] arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection”.
84. Parties who decide to submit any dispute they may have to the jurisdiction of the CAS thereby also choose – implicitly, but clearly – to be bound by the Code (HAAS U., Applicable law in football-related disputes - The relationship between the CAS Code, the FIFA Statutes and the agreement of the parties on the application of national law – in CAS Bulletin 2015/2, pp. 7ss, spec. pp. 9-10; TAS 2021/A/7958; TAS 2021/A/7824).
85. In other words, the recourse to CAS arbitration includes the agreement on Article R58 of the Code, which 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.”
86. It follows from Article R58 of the Code that disputed issues must be resolved by the CAS Panel in accordance with the “*applicable regulations*”, which take precedence over any rules of law that may have been chosen by the Parties, for example in the litigious contract. Such rules of law may only be taken into account in resolving the dispute on a subsidiary basis, as specified in Article R58 of the Code (TAS 2021/A/7958; TAS 2021/A/7824).
87. The present arbitration proceedings were initiated following an appeal filed by the Club against the DRC and the FDD Decisions issued in compliance with the FIFA Regulations (*i.e.* the “*applicable regulations*” as set out in Article R58 of the Code). In this respect, the choice of forum for the first-instance procedure (*i.e.* the DRC and the Head of FIFA Disciplinary) equates to a choice of law clause since the Parties chose to bring their dispute to a particular forum (see MAVROMATI & REEB, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials*, 2nd ed., Wolters Kluwer, 2025, Ad art. R58, N. 13, p. 591).

88. Article 49 (2) of the FIFA Statutes provides as follows:

“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.”

89. On the basis of the clear wording of Article R58 of the Code and Article 49 (2) of the FIFA Statutes, the present dispute shall be resolved primarily according to the various regulations of FIFA and, additionally, Swiss law. It can be observed that, in their respective submissions, the Parties rely extensively on the FIFA Regulations.

90. The DRC and the FDD Decisions were rendered on 8 August 2025 and 7 October 2025, respectively. This happened after 16 July 2024 and 1 January 2025 which are the dates when the FIFA Statutes, May 2024 edition, and the Procedural Rules, January 2025 edition, came into force. These are the editions of the rules and regulations, which the Sole Arbitrator will rely on to adjudicate this case.

VII. PRELIMINARY PROCEDURAL MATTER – THE HOLDING OF A HEARING

91. The Code does not grant the Parties a right to a hearing (CAS 2024/A/10325 para. 111; CAS 2019/A/6463 & CAS 2019/A/6464 para. 93). In accordance with Article R44.2 (8) of the Code, which applies to the Appeal Arbitration Procedure by virtue of the reference in Article R57, *“After consulting the parties, the Panel may, if it deems itself to be sufficiently well informed, decide not to hold a hearing.”* In other words, and after consulting with the Parties, and if he considers to be sufficiently well informed, the Sole Arbitrator has the discretion not to hold a hearing at all.

92. A decision not to hold a hearing does not constitute, as such, a violation of the Parties’ right to be heard. Such a right, as guaranteed by Article 29 (2) the Swiss federal Constitution (“Cst”), includes, in particular, the right for the concerned party to comment on relevant elements before a decision is made affecting his/her legal situation, to have access to the file, to present relevant evidence, to have his/her offers of relevant evidence considered, to participate in the administration of essential evidence, or at the very least, to comment on its result when it is likely to influence the decision to be made. However, Article 29 (2) Cst does not grant the right to be heard orally, nor the right to have witnesses examined (Decision of the Swiss Federal Tribunal 1C_265/2024 of 20 September 2024 para. 4.1 and numerous references).

93. In the present case, on 26 February 2026, FIFA confirmed to the CAS Court Office that it preferred for the matter to be decided solely on the basis of the Parties’ written submissions, whereas, on 3 March 2026, the Club requested a hearing.

94. In support of its request for a hearing, the Club merely argued that it would remedy its alleged inability to exercise its right to be heard during the FIFA proceedings. However, the Club failed to explain what additional value a hearing would provide beyond the arguments already presented in the present arbitration proceedings, in which it had ample opportunity to submit extensive written submissions, to comment on the Player’s

responses of 20 and 27 March 2026 and to answer the questions raised by the Sole Arbitrator in writing. In addition, neither in its Statement of Appeal nor in its Appeal Brief did the Club request the examination of any witnesses.

95. Considering the above, a hearing was deemed unnecessary and would merely result in additional costs for the losing party.

VIII. ADMISSIBILITY

96. Article R49 of the Code provides as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late”.

97. Article 50 (1) of the FIFA Statutes reads as follows:

“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 Article 11 (1) of the Procedural Rules, “[for] a party that directly receives a communication, the time limit will commence the day after receipt of the relevant communication”. Article R32 of the Code is worded similarly.

99. The DRC Decision was notified on 18 August 2025 and the FDD Decision on 7 October 2025. Accordingly, the time limit to file the Statement of Appeal was 8 September 2025 and 28 October 2025, respectively.

100. As already outlined above, on 29 October 2025, the Club lodged its Statement of Appeal with the CAS against the DRC and FDD Decisions. Consequently, the Club’s appeal was filed after the twenty-one-day deadline set by Article 50 (1) of the FIFA Statutes with respect to both the DRC and FDD Decisions.

101. If the Decisions were found to have been validly notified to the Club, its appeal would not be admissible. There is ample CAS jurisprudence in support of this view, in particular CAS 2019/A/6294, in which it was determined that deadlines for filing a statement of appeal cannot be extended, as time limits must be applied strictly to preserve legal certainty (CAS 2025/A/11192 para. 84; CAS 2019/A/6294). Likewise, the Swiss Federal Tribunal (“SFT”) has constantly ruled that procedural formalities are necessary for the exercise of legal remedies to ensure that proceedings are conducted in accordance with the principle of equal treatment. In light of this principle, strict compliance with the provisions concerning time limits for appeals is therefore required. There is no contradiction between this requirement and the prohibition of excessive formalism (Judgement of the SFT 4A_690/2016 of 9 February 2017 para. 4.2 and reference).

102. The Club contends that it was not properly notified of the DRC and the FDD Decisions. In this respect, it argues that FIFA should have addressed its communications to its official email address, office@fcbihororadea.ro and not to caoradea@gmail.com, which it claims belonged to a different club. Consequently, the Club maintains that it did not receive these Decisions when they were supposedly communicated. It only became aware of them on 8 October 2025, when the FRF informed it of the transfer ban imposed by the Head of FIFA Disciplinary. The Club then acted promptly and took all necessary measures without delay. In these circumstances, and in the absence of proper notification, the Decisions could not validly enter into force before the twenty-one-day time limit, which expired on 29 October 2025. The Club is of the view that its appeal was therefore both timely and admissible.
103. FIFA's position appears to be inconsistent. On the one hand, it contends that the appeal is inadmissible as being out of time insofar as it is directed against the DRC Decision, which was notified on 8 August 2025. On the other hand, it does not challenge the admissibility of the same appeal with respect to the FDD Decision, which was notified on 7 October 2025. As a matter of fact, the Statement of Appeal being filed on 29 October 2025, it falls one day after the expiry of the twenty-one-day time limit applicable to the FDD Decision. In these circumstances, it appears challenging to reconcile FIFA's position when it argues that the appeal is time-barred in relation to the DRC Decision while expressly accepting its timeliness in relation to the FDD Decision. In any event, FIFA's position as to whether the 21-day time limit set out in the applicable regulations has been met, is not decisive. Compliance with that time limit must be examined *ex officio* by the Sole Arbitrator, even where the Respondent has not raised the issue (CAS 2022/A/9010, para. 83).
104. In light of the foregoing and of the respective positions of the Club and FIFA, the Sole Arbitrator is required to answer the following questions:
- A. Did FIFA correctly apply its regulations regarding the notification of decisions and other documents?
 - B. If FIFA has correctly applied its regulations regarding notification, can the Club validly claim that it was never aware of the proceedings brought against it before 8 October 2025 and never received the DRC and FDD Decisions?
- A. **Has FIFA correctly applied its regulations regarding the notification of decisions and other documents?**
105. Article 10 of the Procedural Rules reads as follows:
- “1. *All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).*
 - 2. *The specific procedural rules shall define which method of communication must be used for the procedure in question. Communications from FIFA to a party by any such method is considered a valid means of communication and sufficient to establish time limits and their observance.*

3. *Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them.”*

106. Article 15 (1) and (2) of the Procedural Rules states the following:

- “1. *A decision will be notified to a party directly in accordance with these Rules. Where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated.*
2. *Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.”*

107. Article 7 of Annexe 3 RSTP sets out the specific obligations of clubs which have access to the TMS. These include “*ensure that their contact details (postal address, telephone, and email address) are valid and always kept up to date*”.

108. The Club cannot reasonably dispute that, up until 28 October 2025, its “*contact details*” as recorded in the TMS listed caoradea@gmail.com as its official email address. The link between this email address and the Club is clearly established by the transfer reference no. 900836, relating to the signing of the Employment Contract with the Player. Within the TMS, this transfer reference is directly associated to the Club’s profile, which contains its registered details, including its international and local names, club ID n°69577, official website. Among these contact details, caoradea@gmail.com is expressly listed as the Club’s email. This was, moreover, expressly acknowledged by its TMS Manager, Mr Guler Bogdan, who, on 28 October 2025, contacted the FIFA Digital Support in order “*to change the email address in the legal portal caoradea@gmail.com to office@fcbihororadea.ro.*”

109. Under the applicable regulations, it was the Club’s sole responsibility to ensure that its “*contact details*” in the TMS were accurate and up to date. This obligation is of particular importance in light of Article 10 (3) of the Procedural Rules, which expressly provides that “*the contact details indicated in TMS are binding on the party that provided them.*”

110. In the proceedings before both the DRC and the Head of FIFA Disciplinary, all notifications to the Club were made via the FIFA Legal Portal in compliance with Article 10 (1) of the Procedural Rules. In addition, on each occasion, a courtesy email was sent to caoradea@gmail.com informing the Club that new communications had been made available on the FIFA Legal Portal.

111. It follows from the foregoing that FIFA notified the DRC and the FDD Decisions in accordance with the requirements laid down for that purpose in the Procedural Rules.

B. If FIFA has correctly applied its regulations regarding notification, can the Club validly claim that it was not aware of the proceedings brought against it before 8 October 2025 and never received the DRC and FDD Decisions?

112. At no point does the Club contend that it was unaware of how the FIFA Legal Portal operates. Apart from that, such an allegation would be inconsistent with FIFA Circular n°1842 of 6 April 2023 informing the FIFA members and football stakeholders of the mandatory use of the FIFA Legal Portal as of 1 May 2023 and with the fact that the Club had appointed its own TMS Manager, namely Mr Guler Bogdan.
113. Article 10 of the Procedural Rules establishes an automatic and irrebuttable presumption of notification. Once the appealed Decisions have been notified to the Club in accordance with the methods set out in this provision, the Club is deemed to have received these documents. This has been confirmed by previous CAS cases (CAS 2024/A/10880; CAS 2023/A/9780).
114. The Sole Arbitrator further concurs with the position expressed by the CAS Panel in CAS 2023/A/9780, para. 81:

“It is unanimously recognized under Swiss Law that a decision or any other legally relevant statement is deemed having been notified, if the interested party had the opportunity to obtain knowledge of its content, irrespective of whether said party in fact obtained knowledge. Thus, the relevant point in time is when the party receives the decision and not when it obtain actual knowledge of its content (cf. CAS 2016/A/4651 para. 48; CAS 2022/A/8598 para. 122).”

115. In the present matter, the DRC Decision was properly notified on 18 August 2025 and the FDD Decision on 7 October 2025, through the FIFA Legal Portal. By filing its appeal on 29 October 2025, the Club did not comply with Articles 50 (1) of the FIFA Statutes and R49 of the Code.
116. Regarding the Club's various lines of defence, it should be noted that at no point does it claim to have regularly consulted the TMS system or the FIFA Legal Portal, let alone on a daily basis as required by Article 10 (3) of the Procedural Rules. The Club also does not state that no notifications or communications were available on these platforms. Had the Club carried out regular and daily consultations of the TMS system or the FIFA Legal Portal, it would have been in a position to either demonstrate the existence of a technical malfunction preventing access to these platforms or establish that no decisions or communications had been made available, for example by providing screenshots.
117. The Club further submits that it acted promptly upon becoming aware of the DRC and FDD Decisions through the FRF's notification of 8 October 2025, thereby suggesting that it acted diligently at all times. The Sole Arbitrator is not persuaded by this argument. In particular, the Player's letter of 6 February 2025, copied to FIFA and FIFPro and raising concerns about the Club's conduct, together with the Player's subsequent silence, should have alerted the Club to the need for increased diligence, including systematic checks of the TMS and the FIFA Legal Portal for any potential claim. Moreover, as of 8 October 2025, the Club was aware of the FDD decision notified on 7 October 2025 and was therefore in a position to comply with the deadline set for 28 October 2025. Its failure to do so further undermines its claim of consistent diligence.

118. The Club contends that the Player acted in bad faith by failing to disclose that he had initiated proceedings before FIFA, while simultaneously giving the impression that he intended to return to the Club. This argument is unconvincing and must be dismissed for the sole reason that the Player had no grounds to believe that the Club was unaware of the proceedings initiated against it following the claim he lodged with FIFA on 2 February 2025.

C. Conclusion

119. In view of the foregoing, the Sole Arbitrator concludes that the appeal against the DRC and the FDD Decisions was lodged outside the time limit prescribed by the applicable regulations and is therefore inadmissible.

IX. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The Appeal filed on 29 October 2025 by Asociatia Club Sportiv Fotbalistic Oradea against Mr Ober Yesid Almanza Sehuanes and FIFA with respect to the decision rendered on 8 August 2025 by the FIFA Dispute Resolution Chamber (reference number FPSD-18048) and against the Disciplinary Decision rendered on 7 October 2025 is inadmissible.
2. (...).
3. (...).
4. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 15 June 2026

THE COURT OF ARBITRATION FOR SPORT

Patrick Grandjean
Sole Arbitrator