

CAS 2025/A/12005 Răzvan Constantin Oaidă v. Universitatea Cluj & RFF

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Espen Auberg, Attorney-at-Law, Oslo, Norway

in the arbitration between

Răzvan Constantin Oaidă, Romania

Represented by Anca Mituică and Andrei Iordăchescu, Attorneys-at-Law, Bucharest, Romania

- Appellant -

and

Universitatea Cluj, Romania

Represented by Sevastian Botnari, Executive Director, Cluj Napoca, Romania, and
Vlad Hosu, Attorney-at-Law, Bucharest, Romania

- First Respondent –

&

Romanian Football Federation (RFF), Romania

Represented by Adrian Stangaciu and Paul Ciucur, Attorneys-at-Law, Bucharest, Romania

- Second Respondent –

I. PARTIES

1. Mr Răzvan Constantin Oaidă (the “Appellant” or “the Player”) is a professional football player of Romanian nationality.
2. Asociația Sportivă Fotbal Club Universitatea Cluj (the “First Respondent” or “the Club”) is a professional football club based in Cluj Napoca, Romania, currently participating in the highest professional football league in Romania. The First Respondent is registered with the Romanian Football Federation (“FRF”), which in turn is affiliated with Union des Associations Européennes de Football (“UEFA”), and the Fédération Internationale de Football Association (“FIFA”).
3. FRF (the “Second Respondent”, occasionally also abbreviated “RFF”) is the national governing body for football in Romania, with its registered office in Bucharest, Romania.
4. The Appellant and the Respondents are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

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

A. Background Facts

6. On 18 September 2024, the Player completed a transfer from the Romanian club Fotbal Club Rapid S.A. to the Club, and the Parties signed an employment contract, which was valid for the term from 18 September 2024 until 31 May 2026 (the “Contract”). Article 1 (2-i) of the Contract states, *inter alia*, that the Parties agree “*to act in accordance with the laws of Romania, applicable collective agreements, the rules and regulations of FIFA, UEFA and the Romanian Football Federation when exercising the rights and obligations under this Contract*”.
7. Furthermore, Article 3 of the Contract states that the Player undertakes to, *inter alia*, participate actively in the Club's training sessions and in the matches for which he is selected, unless he is prevented from doing so by illness, accident or permitted absence, and to execute the obligations on the basis of the Contract in accordance with the reasonable instructions of the head coach, other Club officers and the Club Directors.
8. Remuneration is regulated in Article 4 of the Contract, which stipulates that the Club undertook to pay to the Player a monthly net remuneration of EUR 11,000 for the period 18 September 2024 until 30 June 2025, and EUR 12,000 for the period 1 July 2025 until 31 May 2026, all payable on the 25th of each month, for the previous month.

Furthermore, the Club undertook to pay to the Player a sign-on bonus of EUR 15,000, payable in two instalments of EUR 7,500 each, on 1 October 2024 and 1 February 2025.

9. Article 5 of the Contract states that the Club undertook to, *inter alia*, ensure that the Player is given optimal conditions for playing matches and training with the Club.

10. Termination of the Contract is regulated in Article 13, which states as follows:

“Article 13: Termination of the contract

i. This contract is automatically terminated at the end of the period for which it is concluded.

ii. This contract may be terminated before its date of expiry, by mutual agreement of the parties.

iii. In case of occurrence of a force majeure, this contract shall be terminated in accordance with the provisions of applicable law.

iv. The player or the club may unilaterally terminate the contract only subject to the conditions and with the consequences stipulated by the Regulations on the Status and Transfer of Players of FIFA/FRF (as applicable).

v. If the Player or Club unilaterally terminates the contract with just cause, the other party shall be sanctioned in accordance with the provisions of the RSTP of FIFA/FRF in force (as applicable). Similarly, if the Player or Club unilaterally terminates the contract without just cause, the terminating party shall be sanctioned in accordance with the provisions of the RSTP of FIFA/FRF in force (as applicable).

vi. The contract is automatically terminated, becomes null starting with 01.07.2025, if the team relegates in Second League at the end of the competitive season 2024 – 2025, and the player and the club agree with such termination of the contract.”

11. During the 2024/2025 season, the Player participated in seven official matches for the Club.

12. On 8 June 2025, after the conclusion of the 2024/2025 season, there was a telephone conversation between the Player and the Club’s Head Coach, Mr. Ioan Ovidiu Sabău. The Player alleges that the Head Coach informed the Player that the Head Coach was no longer counting on the Player and that the Player should look for another team.

13. On 9 June 2025, the Club’s Sports Manager, Mr. Gabriel Giurgiu, sent the Player a WhatsApp message with the following content:

“I know that this is not an easy moment and that it is a situation that no one wanted, but at this moment, unfortunately, Neluțu is no longer counting on your services in the next season! We need to find a solution together, but there is no question of paying you the remainder of your contract! Call me when you can! Have a good evening!”

14. On 12 June 2025 the Player reported for the Club's first pre-season training for the 2025/2026 season. The Player alleges that he was instructed to train separately from the rest of the squad, and that he was requested to perform training sessions that consisted exclusively of running exercises. The Player further claims that from 12 June until 26 July 2025, with the exception of four training sessions conducted between 1 and 4 July 2025, he was not coached or assisted by the Club's head coach or any other coach, and that he was denied access to collective team training and prevented from interacting with his teammates.
15. On 19 June 2025, the Player's legal representative sent a letter to the Club, stating, *inter alia*, as follows:

“As a result of all the aspects mentioned above, we request you:

 - 1. To communicate to us the program of the club's first division team in which, starting with June the 20th, 2025, the player Răzvan Oaidă is to participate;*
 - 2. Secondly, in the event that A.S.F.C. Universitatea Cluj does not understand to respect the player's right to team training, we request you to communicate to us the reasons why A.S.F.C. Universitatea Cluj decided to exclude the player from the first division team”*
16. Also on 19 June 2025 the Player claims he was verbally informed by the Club's Executive Manager that he would not be removed from the Club's A List, which identifies the players the Club may register for matches organized by the Romanian Professional Football League (“LPF”), but that he would be required to train individually for the remainder of the competitive season.
17. On 24 June 2025 the Player travelled with the team to Austria and subsequently attended a pre-season training camp between 24 June and 5 July 2025.
18. On 26 June 2025, the Player's legal representative sent an email with an enclosed letter to the Club. The email states, *inter alia*, as follows:

“In view of the lack of any response from you over the last 6 weeks and of the impossibility of continuing the abuses to which Mr. Oaidă Răzvan is knowingly and intentionally subjected, please find attached the fourth notice sent, regarding the finding that, without just cause, as of 17 July 1015, A.S.F.C. Universitatea Cluj has terminated the contractual relationship.”
19. The letter enclosed with the email sent on 26 June 2025 states, *inter alia*, as follows:

“From June the 19th, 2025 until the present date, player Răzvan Constantin Oaidă has been training at the same hours as the first division team, but outside the team, being required to do individual training, consisting exclusively of running (...)

We reiterate the request addressed to you back in June the 19th, 2025 and we ask you to communicate to us within one day from the date of communication of this, the following:

The training program for the first division teams starting with June the 28th, 2025 to which the player Răzvan Oaidă is to report, with the exact indication of the date and hours of training.

In the event that this request remains unanswered, or you deny the player access to the team's training, we will understand that Cluj University Football Club Sports Association has expressed its intention to terminate, without just cause, the sports activities agreement concluded on September the 18th, 2024, and the arbitration committees within the Romanian Football Federation (FRF) will be notified."

20. On 4 July 2025, during the pre-season training camp in Austria, the Player participated in a friendly match between the Club and Slovan Liberec.

21. On 16 July 2025, the Player's legal representative sent a letter to the Club, stating, *inter alia*, as follows:

"In the event that you continue to decline the participation of the player Răzvan Oaidă in collective training, within the club's team, the player's reinstatement and his evolution for A.S.F.C. Universitatea Cluj (Cluj University Football Club Sports Association) or this notification remains unanswered, we will consider that A.S.F.C. Universitatea Cluj has expressed its intention to terminate the sports activities agreement no. 1166/18.09.2024, without just cause."

22. Match sheets from two qualifying matches played on 24 and 30 July 2025 indicate that the Player was registered by the Club for participation in UEFA Conference League qualifying matches.

23. At an unknown date the Player was included on the Club's A List for the 2025–2026 season.

24. On 26 July 2025, the Player's legal representative sent a letter to the Club entitled "Termination Letter", stating, *inter alia*, as follows:

"Considering the impossibility of continuing the present situation and mediating in another manner the conduct of A.S.F.C. Universitatea Cluj, which, during the last 6 weeks, refused to respect the contractual and regulatory rights of Mr. Răzvan Oaidă, without any basis, by referring to the provisions of article 18 paragraph 10 letter a) of the Regulations on the Status and Transfer of Football Players (R.S.T.J.F.) and articles 17 of the FIFA Regulations on the Status and Transfer of Players (FIFA RSTP), we will understand that A.S.F.C. Universitatea Cluj has terminated, without just cause, the sports activities agreement no. 1166/18.09.2024, starting from July the 17th, 2027 (the date of the deadline in the last notification sent).

As a result, we will immediately notify the arbitration committees within the Romanian Football Federation (F.R.F.) to establish the consequences of the termination, which will be the responsibility of the A.S.F.C. of the University of Cluj."

25. Since 26 July 2025, the Player has not participated in the Club's training sessions or matches.
26. In a letter dated 30 July 2025 the Club replied to the Termination Letter, stating, *inter alia* as follows:

“Considering the notification sent by the Player Răzvan Constantin Oaidă /hereinafter referred to as the “Player”) through the Law Firm “Iordănescu Andrei”, on 26.07.2025, by which it is claimed the unilateral termination without just cause by the Club of the sports activity contract no. 1166/18.09.2024 (hereinafter referred to as the “Contract”

(...)

As of 26.07.2025, the player has not attended the team's training sessions. Subsequently, on 28.07.2025, he vacated the used house in Cluj-Napoca and left the city, ceasing the sports activity on his own initiative.

(...)

By this letter, the Club formally calls upon Player Răzvan Constantin Oaidă to immediately resume his participation in the team's sporting activity. Failing this, the Club reserves its right to initiate all necessary regulatory proceedings before the competent committees of the Romanian Football Federation, including invoking the unilateral termination of the Contract without just cause by the Player, together with all consequences arising therefrom.”

27. On 1 August 2025 the Player sent a letter to the Club, stating, *inter alia* as follows:

“Thus, we consider that for the first time, after two months, you have understood to take into account the existence of Mr. Răzvan Oaidă and his right to train, but this finding is late, given that the agreement has already been terminated. This situation only confirms that individual training sessions were imposed, from July the 29th to July the 31st, 2025, the club's team is in training camp, and the date and time of the player's call-up are different from those of the A.S.F.C. Universitatea Cluj team.

For all the reasons stated above, considering that the purpose of your messages is to harass or may be due to the direct misinformation of Mr. Flavius Nistor by the club's management regarding the termination of the contract with Mr. Răzvan Oaidă, we hereby inform you once again of the decision of A.S.F.C. Universitatea Cluj to terminate the sports contract no. 1166/18.09.2024 as of July the 17th, 2025.”

28. On 28 August 2025 the Club sent a new letter to the Player, where it requested the Player *“to immediately attend the training program and official activities”*.
29. On 8 September 2025 the Club sent another letter to the Player, stating, *inter alia* as follows:

“the Club informs you that it will proceed, in accordance with the provisions of the Notification no. 1346/05.09.2025, to modify List A, in the sense of replacing you with another player who has constantly participated in the trainings program and is in optimal game parameters, so that the team can ensure the continuity of its sports activities in order to achieve the objectives set for the current competition season.”

30. At an unknown date after 8 September 2025 the Player was removed from the Club’s A List and replaced with another player.

B. Proceedings before the Decision-Making Bodies of the FRF

31. On 30 July 2025, the Player filed a claim before the National Dispute Resolution Chamber of the FRF (the “FRF NDRC”).

32. In his claim before the FRF NDRC, the Player requested FRF NDRC, *inter alia*, to order the Club to pay to the Player:

- EUR 1,500 net as rent for the period April to June 2025;

- EUR 10,000 net as signing bonus due on 5 April 2025;

- EUR 2,413 net representing the difference in the qualification bonus in the Play - Off First League season 2024-2025;

- Compensation equal to the value of the financial rights for the period 27 July 2025 until 31 May 2026.

33. The Player further requested FRF NDRC to impose sanctions on the Club.

34. In its reply, the Club rejected the claim and requested that the claim should be dismissed as unfounded. Furthermore, the Club filed a counterclaim, requesting FRF NDRC to, *inter alia*, find that the Player had unilaterally terminated the Contract without just cause.

35. FRF NDRC rendered a decision on 24 September 2025. The operative part of the decision reads as follows:

“To uphold the objection of lack of subject matter of the claimant's claims in the initial application filed by the defendant AF FC Universitatea Cluj as well-founded.

To reject the part of the application concerning the claims in the initial application as lacking subject matter.

Rejects the exception of lack of standing to sue of the player with regard to the part of the claim concerning the sanctioning of the club by prohibiting it from making transfers, invoked by the defendant AF FC Universitatea Cluj, as unfounded.

Rejects the supplementary claim filed by the claimant Oaidă Răzvan Constantin against the defendant AF FC Universitatea Cluj as unfounded.

Rejects the counterclaim filed by the defendant AF FC Universitatea Cluj as unfounded.”

36. The Player and the Club appealed the decision of FRF NDRC to the FRF Appeals Committee.
37. On 6 November 2025, the FRF Appeals Committee rendered a decision concerning the two appeals (the “Appealed Decision”). The operative part of the Appealed Decision states as follows:

“OAIĐĂ RĂZVAN CONSTANTIN V. AS FC UNIVERSITATEA CLUB – Ending of the contract and financial claims;

WITH MAJORITY OPINION: Dismisses the appeals as unfounded. Final and internally enforceable.

WITH MINORITY OPINION: Rejects the appeal filed by AS FC Universitatea Cluj as unfounded. Accept the appeal filed by the player Oaidă Răzvan Constantin.”

38. On 22 December 2025, the FRF Appeals Committee issued the grounds of the Appealed Decision.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

39. On 9 December 2025, the Appellant filed a Statement of Appeal to the Court of Arbitration for Sport (the “CAS”), pursuant to Article R49 of the Code of Sports-related Arbitration (the “CAS Code”), against the decision of the FRF Appeals Committee dated 6 November 2025. In its Statement of Appeal, the Appellant requested that the dispute be referred to a sole arbitrator.
40. On 12 December 2025, the Appellant filed its First Request for Provisional Measures.
41. On 16 December 2025, the First Respondent raised an objection to the admissibility of the appeal.
42. On 22 December 2025, the grounds of the Appealed Decision were communicated to the Parties.
43. On 23 December 2025, the Second Respondent filed its response to the Appellant’s First Request for Provisional Measures.
44. On 29 December 2025, the CAS Court Office, *inter alia*, acknowledged receipt of the Appellant’s response to the objection raised by the First Respondent and noted that the Second Respondent had failed to submit its position within the prescribed time limit.
45. On 31 December 2025, the First Respondent filed its response to the Appellant’s First Request for Provisional Measures.

46. On 5 January 2026, the Player submitted to CAS an English translation of the Appealed Decision with grounds.
47. On 9 January 2026, the CAS Court Office, pursuant to Article R54 of the CAS Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Arbitral Tribunal appointed to decide the present case would be constituted as follows:

Sole Arbitrator: Mr Espen Auberg, Attorney-at-law in Oslo, Norway
48. On 14 January 2026, the CAS Court Office invited the Parties to submit English translations of all exhibits they intended to rely on by 16 January 2026.
49. On 16 January 2026, the Appellant and the First Respondent provided CAS with English translations of documents annexed to their respective written submissions.
50. On 26 January 2026 CAS rendered the Order on the Appellant's First Request for Provisional Measures. The operative part of the Order on the Appellant's First Request reads as follows:

"1. The application for provisional and conservatory measures filed on 12 December 2025 by Răzvan Constantin Oaidă, in the matter CAS 2025/A/12005 Răzvan Constantin Oaidă v. Universitatea Cluj & RFF, is dismissed.

2. The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration."
51. On 3 February 2026 after having been granted extensions to the time limit further to Article R32 of the CAS Code, in accordance with Article R51 of the CAS Code, the Appellant filed his Appeal Brief.
52. On 4 February 2026, the Appellant filed a Second Request for Provisional Measures. On the same date, the CAS Court Office invited the Respondents to submit their respective positions on the Appellant's Second Request for Provisional Measures by 5 February 2026, at 6 p.m. (Swiss Time).
53. On 5 February 2026 the First Respondent filed its response to the Appellant's Second Request for Provisional Measures.
54. The Second Respondent failed to submit a response to the Appellant's Second Request for Provisional Measures within the time limit granted by the CAS Court Office.
55. On 8 February 2026 CAS rendered the Order on the Appellant's Second Request for Provisional Measures. The operative part of the Order on the Appellant's Second Request reads as follows:

"1. The application for provisional and conservatory measures filed on 4 February 2026 by Răzvan Constantin Oaidă, in the matter CAS 2025/A/12005 Răzvan Constantin Oaidă v. Universitatea Cluj & RFF, is dismissed.

2. The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration.”

56. On 25 February 2026, after having been granted extensions further to Article R32 of the CAS Code, the First Respondent filed its Answer, in accordance with Article R55 of the CAS Code. In its Answer the First Respondent requested that the Appellant’s request to hear the witnesses listed in the Appeal Brief should be dismissed, as the Appellant had failed to include a brief summary of the listed witnesses’ expected testimonies, as required in Article 51(2) CAS Code.
57. On 18 March 2026, the Appellant submitted a letter where it addressed the First Respondent’s Answer regarding the request to hear witnesses called by the Appellant. The Appellant included a brief summary of the listed witnesses’ expected testimonies.
58. On 23 March 2026, the CAS Court Office noted that the Second Respondent had failed to submit its position in this regard within the prescribed time limit.
59. On 27 March 2026, the CAS Court Office informed the Parties that witness testimonies specified by the Appellant were admitted.
60. The Second Respondent failed to submit an Answer within the time limits set by the CAS Court Office. On 9 April 2026 the Second Respondent submitted a letter where it, *inter alia*, stated that it would refrain from submitting a defence on the merits of the case except for the one provided on the provisional measures, or from participating during the hearing or in other procedural acts.
61. On 9 April 2026, following consultation with the Parties, on behalf of the Sole Arbitrator, the CAS Court Office confirmed that a hearing would be held on 12 May 2026, at 9:30 a.m. (Swiss Time), by video-conference, pursuant to Article R44.2 of the CAS Code.
62. On 14 April 2026 the CAS Court Office sent the Parties the grounds on the Order on the Appellant’s Second Request for Provisional Measures.
63. On the same day the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Appellant on 30 April 2026 and by the First Respondent on 15 April 2026.
64. On 6 May 2026, after consultation with the Parties, the CAS Court Office sent the Parties a tentative hearing schedule, proposed by the Sole Arbitrator and noted the Second Respondent’s unwillingness to participate in the hearing and its refusal to sign the Order of Procedure.
65. On 12 May 2026, a hearing was held by videoconference. In addition to the Sole Arbitrator and CAS Counsel Ms. Shanaize H. Yahiaoui, the following persons attended the hearing:

For the Appellant:

- Ms Anca Mituică, Counsel;
- Mr Răzvan Constantin Oaidă, Party;
- Mr Adel Betaieb, Witness;
- Ms Camelia Grotto, Interpreter.

For the First Respondent:

- Mr Vlad Hosu, Counsel.

66. The Second Respondent did not attend the hearing despite being invited to do so.
67. The interpreter and the witness were invited by the Sole Arbitrator to tell the truth subject to the sanction of perjury under Swiss law. The Parties and the Sole Arbitrator had a full opportunity to examine and cross-examine the Player and the witnesses.
68. During the hearing, the Parties were given a full opportunity to present their cases, to submit their arguments in closing statements and to answer the questions posed by the Sole Arbitrator.
69. Before the hearing was concluded, the Appellant and the First Respondent expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator, and that their right to be heard had been respected. In addition, the Parties made no objections to the constitution of the Panel.

IV. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

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

A. The Player's Submissions

71. The Player's submissions, in essence, may be summarized as follows:
 - At the beginning of the 2025–2026 season the Club's Head Coach and the Club's Sporting Director both informed the Player that he was no longer counted on by the Head Coach. The Club's subsequent legal acts confirmed its intention to terminate the Contract.

- The Player refused to accept the termination and requested to be given the opportunity to earn his place in the team. As from 12 June 2025, the Player conducted individual training sessions imposed by the Club, without any interaction between the Player and his teammates or between the Player and the head or assistant coaches.
- The Player's intention not to terminate the contractual relationship is illustrated by the fact that the Player sent four written notices to the Club, all with the aim of continuing the contractual relationship and securing his reintegration into the first team squad.
- The Club has a single team of professional players, competing in the Romanian top division. The Player has not been entered on the match sheet in the current season for any game, and he has not travelled with the team to any of the official matches. The exclusion of the Player from the team squad leads to a violation of his right to play in any official competition.
- In accordance with CAS jurisprudence, a football player has the right and obligation not only to participate in collective football training but also to be provided with the necessary access and facilities to train and compete with his teammates.
- Article 19 paragraph 10 letter (a) of FRF's Regulations on the Status and Transfer of Football Players ("FRF RSTFP"), constitutes the primary legal basis for the Player's request to establish that the Club terminated the Contract without just cause.
- The Club has showed an abusive conduct and terminated the Contract without just cause by stating that it intended not to reinstate the player to the Club's first team and by showing its intention to terminate the Contract by imposing individual training sessions without a contractual or regulatory basis, by refusing the Player access to training with the team or to training sessions with a head coach or assistant coach, by refusing to select the Player for any official match of the 2025–2026 season, by not including the Player in the collective communication of training sessions with the other players, and by excluding the player from the A List.

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

"- To uphold the present Appeal and partially set aside Decision no. 14 dated 6 November 2025, issued by the FRF Appeal Committee, as well as Decision no. 124 dated 24 September 2025, issued by the FRF National Dispute Resolution Chamber;

- As a consequence, pursuant to Article 18 para. 10 letter (a), first thesis, to declare that Sports Activity Contract no. 1166/18.09.2024 was terminated without just cause by the Respondent club Universitatea Cluj;

- As a consequence, pursuant to Article 18 para. 9.1 letter (a) of the FRF Regulations on the Status and Transfer of Football Players (RSTFP), to order the Respondent club to pay the Player compensation equal to the financial entitlements provided under Article IV para. (ii) of the Contract, calculated from 27 July 2025 until 31 May 2026, in the net amount of EUR 108,000;

- pursuant to Article 36.10 of the FRF RSTFP, to order the First Respondent to reimburse the Appellant the arbitration costs incurred in cases no. 79/CNSL/2025 and 12/CR/2025, amounting to EUR 5,000 in attorney's fees and RON 2,955 as procedural fees.

- to order the Respondents to contribute to the Appellant's legal and other costs incurred in the present proceedings, namely translation costs in the amount of RON 5,000, attorney's fees in the amount of CHF 8,000, and the arbitration costs paid to CAS."

B. The Club's Submissions

73. The Club's submissions, in essence, may be summarized as follows:

- The contractual relationship between the Club and the Player is not disputed. The Player has constructed a narrative in which it suggests that the Club allegedly ended the contractual relationship in July 2025. This assertion is unfounded.
- The burden of proof lies with the Player. No objective evidence has been produced to support his claim.
- Between 24 June and 28 July 2025, the Player participated in official team preparations, collective team training sessions, was fully integrated in the team's sporting activities and played in a friendly match on 4 July 2025. He was also registered both on the UEFA Conference League qualifiers list and the 2025–2026 A List for the Romanian First Division. On 28 July 2025 the Player decided to leave the Club and ceased attending the Club's activities. The Club's conduct shows that it accepted that the contractual relationship between the Club and the Player should remain in force and to be performed under normal professional conditions, and that termination of a contract shall constitute an ultima ratio measure, not a managerial preference. The Club's conduct is irreconcilable with the Player's theory of marginalisation or constructive termination.
- Until the Player unilaterally decided to leave the Club on 28 July 2025, the contractual relationship was being performed in good faith, within the framework of a valid and effective Contract that both parties continued to regard as binding.
- Communication from the Club's Head Coach and Sporting Director must be understood as internal dialogue regarding squad planning and possible future solutions, not as an operative act of termination.

- The notifications sent by the Player on 19 June, 26 June and 26 July 2025 lacked factual foundation. The content of the notifications, suggesting exclusion, lack of training opportunities or an alleged intention to terminate, stood in stark contradiction with the ongoing sporting reality and with the reciprocal performance of contractual obligations by both parties.
- When the Player ceased reporting to the Club on 28 July 2025 and stopped attending Club activities, the Club duly issued its first formal written notification to the Player on 30 July 2025 where it requested the Player to immediately resume his participation in the team's sporting activities. The request was reiterated on 28 August and 8 September 2025, and the Player was warned that he would be removed from the A List if he did not return to attend club trainings and activities.
- Any adjustment made to the A List does not affect the Player's contractual status. The Player remains contractually bound to the Club and is therefore obliged to resume sporting activities within the squad. The A List merely reflects the group of players fit for competition purposes and must necessarily remain aligned with the sporting reality of those who are effectively present, training, and available to the Club. The Player was repeatedly warned that his persistent absence would lead to such a modification, as he had ceased all sporting activity with the Club as of 28 July 2025. The amendment of the A List therefore constitutes the direct and foreseeable consequence of the Player's own refusal to perform his contractual obligations.
- With regard to the Player's alleged entitlement to continued remuneration, the obligation to pay salary subsists only insofar as the sporting services are effectively rendered. In this respect, the fundamental principle consistently recognized in sports doctrine and jurisprudence, "no work, no pay", finds full application in the present case.

74. On this basis, the Club made the following request for relief:

"1. To dismiss the Appeal in its entirety;

2. To confirm Decision no. 124/24.09.2025 issued by the Romanian NDRC and Decision no. 14/06.11.2025 rendered by the RFF Appeal Committee;

3. To dismiss all other prayers for relief advanced by the Appellant; and

4. To order the Appellant to bear the costs of the arbitration and to contribute to the First Respondent's expenses incurred in connection with these proceedings, in accordance with Article R64 of the CAS Code."

C. FRF's Submissions

75. FRF expressed that it would refrain from submitting a defence on the merits of the case and did not submit an Answer within the time limits set by the CAS Court Office to do so. Furthermore, FRF did not attend the hearing.

V. JURISDICTION

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

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

77. Further, the jurisdiction of CAS derives from Article 18 of FRF's Statutes, which reads as follows:

“The members of FRF shall have the following obligations: (...)

e.) to incorporate a statutory clause specifying that any international or national dispute involving themselves or one of their members in connection with the Statutes, regulations, directives and decisions of FIFA, UEFA, FRF or the League(s) may only be referred in the last instance to the Arbitration Court of FRF (if applicable) or to the Court of Arbitration for Sport in Lausanne whose jurisdiction is expressly recognised as per the relevant provisions contained in the FIFA Statutes, or to an independent and impartial court of arbitration which shall finally settle the dispute, to the exclusion of any ordinary court, unless expressly prohibited by the Romanian legislation.”

78. Moreover, Article 36, paragraph 18 of FRF RSTFP, provides as follows:

“The Decisions of the RFF/PFL Appeal Committee are final and enforceable at domestic level since the date of delivery and are subject to appeal before the Court of Arbitration for Sport within 21 days from notification.”

79. The jurisdiction of CAS is not contested by the Respondents and is further confirmed by the Order of Procedure duly signed by the Club and the Player.

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

VI. ADMISSIBILITY

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

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit

for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document”.

82. The time limit for submitting a Statement of Appeal is 21 days from the receipt of the decision appealed against pursuant to Article R49 of the CAS Code and Article 36 paragraph 18 of FRF RSTFP. The Statement of Appeal was filed by the Appellant on 9 December 2025. The Sole Arbitrator notes that the operative part of the Appealed Decision was communicated to the Parties on 6 November 2025, whilst the grounds of the Appealed Decision were communicated to the Parties on 22 December 2025, after the initiation of the proceedings before CAS.

83. The Sole Arbitrator notes that the time limit to file the Statement of Appeal will start when the Parties have received the full decision with grounds, as stated by MAVROMATI/REEB, The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials Second Edition 2025, p. 473 and 474:

“a decision within the meaning of Article R49 should mean the full decision with grounds, even though the party concerned should be able to file an appeal already from the notification of the operative part, unless there are rules to the contrary.”

84. In view of the above, the Sole Arbitrator holds that the Statement of Appeal was filed within the deadline of twenty-one (21) days from the date on which the Parties received the Appealed Decision with grounds.

85. The Appellant completed his appeal per the terms of Article R48 and R51 of the CAS Code and within the deadline set by the CAS Court Office for him to do so. The appeal complied with all of the requirements of Article R47 et seq. of the CAS Code.

86. It follows that the appeal is admissible.

VII. APPLICABLE LAW

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

“Law Applicable to the Merits

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

88. The case concerns an appeal of a decision issued by the FRF Appeals Committee regarding an employment related dispute between a player and a club.

89. The Sole Arbitrator finds that, pursuant to Article R58 of the CAS Code, the present dispute is primarily to be decided based on the applicable regulations, i.e. the FRF Statutes and the various rules and regulations of the FRF.
90. Since the Appealed Decision was issued by the FRF Appeals Committee, which is registered with its office in Bucharest, Romania, Romanian law is subsidiarily applicable.
91. Article 26.3 FRF RSTFP states that FRF NDRC shall apply FRF statutes and regulations, and that if *“their provisions prove insufficient, the FIFA/UEFA Statutes and Regulations shall apply by analogy”*. Consequently, FIFA and UEFA regulations shall apply if FRF statutes and regulations are insufficient.
92. Furthermore, as FRF is a Member Association of both UEFA and FIFA. UEFA and FIFA regulations contain certain provisions that are mandatory for FIFA’s Member Associations. Consequently, UEFA and FIFA regulations shall apply insofar they are mandatory for their respective Member Associations.
93. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the various regulations of FRF, whilst Romanian law is subsidiarily applicable. UEFA and FIFA regulations shall apply insofar they are mandatory for their respective Member Associations or FRF statutes and regulations are insufficient.

VIII. MERITS

94. The Sole Arbitrator notes that the case concerns an employment related dispute between a football player and a football club, more specifically whether the Club unilaterally terminated the Contract, and if the Contract was terminated with just cause.
95. The Sole Arbitrator notes that the Parties have different opinions about the facts of the case. In this regard, the Sole Arbitrator notes that a central procedural principle is that in contractual disputes it is the party that wishes to establish a fact that has the burden of proving the alleged fact that it relies its claim upon. Such a view is in accordance with CAS jurisprudence, as illustrated in the case CAS 2020/A/6796 (paragraph 98) where the panel stated:

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

96. Given that the Player claims that the Club unilaterally terminated the Contract without just cause, the burden to prove such claims lies with the Player.
97. Furthermore, the Sole Arbitrator notes that in accordance with Article R57 paragraph 1 of the CAS Code, the Sole Arbitrator has “full power to review the facts and the law”, and that CAS appeal arbitration procedures allow a *de novo* review of the merits of the case, and are not limited to deciding whether the appealed decision was correct.
98. Termination of the Contract, and the consequences thereof, must primarily be assessed based on the termination provisions in the Contract. In this regard, Article 13 of the Contract states that the Player and the Club may unilaterally terminate the Contract subject to the conditions and consequences stipulated in FIFA’s Regulations on the Status and Transfer of Players (“FIFA RSTP”) and FRF RSTFP:

“iv. The player or the club may unilaterally terminate the contract only subject to the conditions and with the consequences stipulated by the Regulations on the Status and Transfer of Players of FIFA/FRF (as applicable).

v. If the Player or Club unilaterally terminates the contract with just cause, the other party shall be sanctioned in accordance with the provisions of the RSTP of FIFA/FRF in force (as applicable). Similarly, if the Player or Club unilaterally terminates the contract without just cause, the terminating party shall be sanctioned in accordance with the provisions of the RSTP of FIFA/FRF in force (as applicable).”

99. Furthermore, Article 18 (10-a) FRF RSTFP provides as follows:

“Players and clubs may invoke just cause and sporting just cause for the unilateral termination of contracts and/or registration for the following reasons:

a. Players:

failure by clubs to ensure the conditions provided under Article 6 letters (a) and (c) of the present Regulation, namely the failure to provide adequate material, technical, organisational, medical, rehabilitation and recovery conditions for training sessions and matches, as well as the failure to perform in good faith the contractual obligations undertaken towards professional players. The competent adjudicatory body shall assess, on a case-by-case basis, whether the clubs comply or not with the conditions laid down in Article 6 letters (a) and (c), in relation to the request of the relevant players, and shall decide whether or not the termination of the contract and/or of the player’s registration is warranted.”

100. The principle that players and clubs may invoke just cause in order to unilaterally terminate a contract established in Article 18 (10-a) FRF RSTFP corresponds to the principle established in FIFA regulations, more specifically Article 14 FIFA RSTP, which establishes that an employment contract may be unilaterally terminated by a player or a club where there is just cause.

101. As such, Article 5 of the Contract, Article 18 (10-a) FRF RSTFP and Article 14 FIFA RSTP all establish that parties to an employment contract between a club and a player may unilaterally terminate the contract if there is just cause, and that the party in breach shall pay compensation. In other words, the Contract and applicable regulations allow the Player to terminate the Contract if he can establish just cause for termination and also establish that the Player in such a case will be entitled to compensation from the Club. In the case at hand, however, the Player has not terminated the Contract. Rather, the Player claimed that the Club terminated the Contract. As the Club denies having terminated the Contract, the Sole Arbitrator will assess if the Contract was terminated by the Club.
102. The Sole Arbitrator holds that unilateral termination of a contract between a club and a player requires that the termination is communicated in an explicit and unequivocal manner. Such a view is concurrent with CAS jurisprudence, such as CAS 2007/A/1369 where the sole arbitrator stated as follows (paragraph 101):

“The termination of a contract involves compliance with rigorous formal and material requirements with regard to the giving of notice thereof to the other party, given the inherent seriousness of the rescission of a contract and the particularly relevant consequences thereof.”
103. In the case at hand, the wording in the Termination Letter is insufficient to establish that the Contract was terminated. Rather than unilaterally terminating the Contract himself, the Player stated that he understood that the Club had terminated the contractual relationship between the Parties. The fact that the Club denied having terminated the Contract and requested the Player to immediately resume his participation in the team’s sporting activity in a letter sent to the Player dated 30 July 2025, four days after the Player sent the Termination Letter, clearly indicates that the Club did not unilaterally terminate the Contract. Furthermore, no evidence on file suggests that the Club unilaterally terminated the Contract.
104. Against this background, the Sole Arbitrator holds that the Player has failed to establish that the Club unilaterally terminated the Contract.
105. Notwithstanding the above, the Sole Arbitrator will assess if the Club’s conduct constituted a breach of its contractual obligations, and, if so, if such breach justified a termination of the Contract.
106. The Player claims that the Club’s conduct is in breach of Article 18 paragraph 10(a) FRF RSTFP, read together with Article 6(a) and (c), namely an alleged failure by the Club to provide adequate material, technical, organisational or medical conditions and/or to perform its contractual obligations in good faith.
107. In accordance with CAS jurisprudence only breaches of a certain severity justify the termination of an employment contract with just cause. The breach must be material in the sense that objective circumstances make it unreasonable to expect the employment relationship between the parties to continue. A premature termination of an employment

contract can always only be applied ultima ratio, as a last resort. In CAS 2006/A/1180, the panel stated the following:

“The RSTP 2001 do not define when there is “just cause” to terminate a contract. In its established legal practice, CAS has therefore referred to Swiss law in order to determine the purport of the term “just cause”. Pursuant to this, an employment contract which has been concluded for a fixed term, can only be terminated prior to expiry of the term of the contract if there are “valid reasons” or if the parties reach mutual agreement on the end of the contract (see also ATF 110 I 167; WYLER R., Droit du travail, Berne 2002, p. 323 and STAEHELIN/VISCHER, Kommentar zum Schweizerischen Zivilgesetzbuch, Obligationenrecht, Teilband V 2c, Der Arbeitsvertrag, Art. 319-362 OR, Zurich 1996, marg. no. 17 ad Art. 334, p. 479). In this regard Art. 337 para. 2 of the Code of Obligations (CO) states – according to the translation into English by the Swiss-American Chamber of Commerce: “A valid reason is considered to be, in particular, any circumstances under which, if existing, the terminating party can in good faith not be expected to continue the employment relationship”. According to Swiss case law, whether there is “good cause” for termination of a contract depends on the overall circumstances of the case (ATF 108 II 444, 446; ATF 2 February 2001, 4C.240/2000 no. 3 b aa). Particular importance is thereby attached to the nature of the breach of obligation. The Swiss Federal Supreme Court has ruled that the existence of a valid reason has to be admitted when the essential conditions, whether of an objective or personal nature, under which the contract was concluded are no longer present (ATF 101 Ia 545). In other words, it may be deemed to be a case for applying the clausula rebus sic stantibus (ATF 5 May 2003, 4C.67/2003 no. 2). According to Swiss law, only a breach which is of a certain severity justifies termination of a contract without prior warning (ATF 127 III 153; ATF 121 III 467; ATF 117 II 560; ATF 116 II 145 and ATF 108 II 444, 446). In principle, the breach is considered to be of a certain severity when there are objective criteria which do not reasonably permit an expectation that the employment relationship between the parties be continued, such as a serious breach of confidence (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; ATF 5 May 2003, 4C.67/2003 no. 2; WYLER R., op. cit., p. 364 and TERCIER P., Les contrats spéciaux, Zurich et al. 2003, no. 3402, p. 496). Pursuant to the established case law of the Swiss Federal Supreme Court, early termination for valid reasons must, however, be restrictively admitted (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; ATF 127 III 351; WYLER R., op. cit., p. 364 and TERCIER P., op. cit., no. 3394, p. 495).” (CAS 2006/A/1180, para. 25 of the abstract published on the CAS website)”

108. The Sole Arbitrator fully adheres to such legal framework, which is repeatedly applied in recent CAS jurisprudence (e.g. CAS 2017/A/5312, paragraph 82 and CAS 2016/A/4846, paragraph 175) and will therefore examine whether the Club’s conduct was of such a nature that the Player could no longer be reasonably expected to continue the employment relationship with the Club.
109. In this regard, Article 6 letters (a) and (c) of the FRF RSTFP establish that clubs must:

“a. ensure players adequate material, technical, organisational, medical, rehabilitation and recovery conditions for training sessions and matches;

(...)

c. perform in good faith the contractual obligations undertaken towards professional players.”

110. The Sole Arbitrator notes that the Player, in his appeal, claims that the Club has shown abusive conduct by stating that it intended not to reinstate the player to the Club's first team, and by showing its intention to terminate the Contract by imposing individual training sessions without a contractual or regulatory basis. Furthermore, the Player alleges that the Club has not included the Player in collective communication of training sessions with the other players and denied the Player access to collective training sessions with the team, and that the Club has excluded the Player from the A List and refused to select the Player for any official match of the 2025–2026 season.
111. With regards to the reasons the Player invoked for the unilateral termination of the Contract, the Sole Arbitrator notes that two events occurring shortly before the start of the 2025/2026 season indicate that the Player was no longer a part of the Head Coach's plans. The Player alleges that the Club's Head Coach, in a telephone conversation on 8 June 2025, expressed that the Head Coach was no longer counting on the Player and that the Player should look for another team. Furthermore, a WhatsApp message sent from the Club's Sports Manager to the Player on 9 June 2025 clearly suggests that the Player was no longer a part of the Club's plans and that he therefore was encouraged to find a new club.
112. However, the Sole Arbitrator holds that the Player has failed to establish that he, following the start of the preseason on 12 June 2025 until he sent the Termination Letter on 26 July 2025, has not been included in collective communication of training sessions with the other players and was denied the possibility to participate in collective team training sessions, matches or team activities. Although the Player sent three notices between 19 June and 16 July 2025 before he sent the Termination Letter on 26 July 2025 where he claims that he is being forced to train alone, evidence on file, in particular photos and match sheets, clearly shows that the Player, at least to some extent, participated in collective training sessions and was integrated in the team's sporting activities, including a pre-season training camp in Austria between 24 June and 5 July 2025, where he also was fielded in a friendly match played on 4 July 2025.
113. With regards to the Player's argument that the Club has excluded the Player from the A List and refused to select the Player for any official match of the 2025–2026 season the Sole Arbitrator notes that the Player was included on the Club's A List at least until 8 September 2025, when he was informed by the Club that he could no longer remain registered on the A List as he had not participated in the Club's training sessions despite the Club requesting him to do so. The Sole Arbitrator holds that the Club's decision to remove the Player from the A List, and not to select the Player for any official match of the 2025–2026 season was the direct consequence of the Player's refusal to attend training sessions with the Club. Moreover, the Sole Arbitrator holds that the Club's conduct in this regard, i.e. the removal of the Player from the A List, and not to select the Player for any official match of the 2025–2026 season, is an adequate reaction to the

Player's refusal to attend training sessions that does not constitute a breach of the Club's contractual obligations.

114. The lack of evidence supporting the Player's claims leads to the Sole Arbitrator's conclusion that the Player has failed to meet his burden of proof in demonstrating that the Club unilaterally terminated the Contract, or that the Club had breached its contractual obligations towards the Player.
115. Based on the foregoing, the Sole Arbitrator finds that the Appellant's claim must be rejected, and that the Appealed Decision must be confirmed.

IX. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 9 December 2025 by Răzvan Constantin Oaidă against the decision issued on 6 November 2025 by the Appeals Committee of the Romanian Football Federation is dismissed.
2. The decision passed on 6 November 2025 by the Appeals Committee of the Romanian Football Federation is confirmed.
3. (...).
4. (...).
5. (...).
6. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 12 August 2026

THE COURT OF ARBITRATION FOR SPORT

Espen Auberg
Sole Arbitrator