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

CAS 2025/A/12052 Derby Football Club De Kalaban Coura v. Dramane Koumare & Al-Ain FC

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Prof. Dr. Eligiusz Krześniak, Attorney-at-Law in Warsaw, Poland
Arbitrators: Michele A.R. Bernasconi, Attorney-at-Law in Zurich, Switzerland
Bernhard Welten, Attorney-at-Law in Bern, Switzerland

in the arbitration between

Derby Football Club De Kalaban Coura, Mali

Represented by Pedro Macieirinha, Attorney-at-Law, Vila Real, Portugal

-Appellant-

and

Dramane Koumare, Madinat Zayed, UAE

-First Respondent-

&

Al-Ain Football Club, Abu Dhabi, UAE

-Second Respondent-

Jointly Represented by Nezar Ahmed, Counsel, Chesterfield, USA

I. PARTIES

1. **Derby Football Club De Kalaban Coura** (the "**Appellant**" or "**Derby**") is a Malian training club founded in 2017, affiliated with the Fédération Malienne de Football ("**FMF**").

2. **Dramane Koumare** (the "**First Respondent**" or the "**Player**") is a Malian professional footballer born on 23 January 2005, currently registered with Al-Dharfa FC, Madinat Zayed, UAE (loaned from Al-Ain Football Club, Abu Dhabi, UAE).

3. **Al-Ain Football Club** (the "**Second Respondent**" or "**Al-Ain**") is an Emirati professional football club with its seat in Abu Dhabi and registered with the United Arab Emirates Football Association ("**UAEFA**"), competing in the UAE Pro League.

4. The Appellant, the First Respondent and the Second Respondent are jointly referred to as the "**Parties**", whereas the First Respondent and the Second Respondent are jointly referred to as the "**Respondents**".

II. FACTUAL BACKGROUND

A. Introduction

5. The present dispute concerns the decision rendered by the Dispute Resolution Chamber ("**DRC**") of Fédération Internationale de Football Association ("**FIFA**") on 5 November 2025, ref. no. FPSD-20146, notified to the Parties on 28 November 2025 (the "**Appealed Decision**"). In the Appealed Decision, the DRC rejected the Appellant's claim in its entirety.

6. The pertinent facts and allegations are based on the Parties' written submissions, pleadings, and evidence submitted during the procedure and at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings, and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, for which the Panel expresses its gratitude, it refers in this award (the "**Award**") only to the submissions and evidence it considers necessary to explain its reasoning and conclusions. The Panel notes that the facts of the case are largely uncontested.

B. Background Facts

7. The Appellant operates a football training academy in Mali. According to the Appellant, the academy is well structured and professionally operated, while its training methodology and organisation stand comparison with leading African and – in certain respects – established European football academies.

8. The Player was born in 2005 in Bamako, Mali. He joined the Appellant's structure as a minor and received a substantial part of his football education and development with

the Appellant.

9. The Appellant trained and developed the Player from the early stages of his career.

10. According to the Player's official FMF-issued registration passport, he was registered with the Appellant from 27 June 2022 to 11 December 2023. The Player was registered as an amateur.

11. The Appellant maintains professional standards of medical care: since the 2019/2020 season, it has worked with sports medicine specialists, and in cases of serious injuries, including cruciate ligament injuries, it has arranged for specialist surgeries abroad, followed by full rehabilitation, bearing the related costs of travel, accommodation, surgery and physiotherapy for players injured while at the academy.

12. The Player was spotted at an early age and monitored during several international youth tournaments. Independent observers described him as a high-potential central defender, referring in particular to his maturity for his position, his leadership qualities and his ability to adapt to a professional environment. On that basis, the Appellant submits that he was considered capable of competing professionally at the European level.

13. In 2022 and 2023, the Player attracted interest from a number of European clubs, some of which took steps towards a possible transfer.

14. For the 2022/2023 season, the Player was registered with FMF for the Appellant as an amateur under Player ID No. 0005426325, License No.: 050123015. His registration was valid until 11 December 2023.

15. On 6 December 2022, during a trial period by the Player at Al-Ain, UAEFA emailed FMF (letter no. 5940/2022) regarding the Second Respondent's attempt to register the Player. In it, UAEFA requested confirmation whether the Player: (i) was currently registered, or had previously been registered, with any club affiliated with FMF; and (ii) had ever represented the Malian national team in any age category. UAEFA further stated that if FMF did not respond within 30 days, it would assume that the Player was not registered with FMF and proceed with the UAEFA registration.

16. FMF did not respond to UAEFA's letter within the mentioned 30-day period, nor thereafter.

17. On 23 January 2023, after the Player turned 18 years old, the Second Respondent registered the Player with UAEFA as an amateur, through UAEFA's Electronic Player Registration System, FA-Net.

18. During the Player's extended trial period at Al-Ain, from February to May 2023, the Second Respondent's intermediary informed the Appellant that the Second Respondent wished to retain the Player and was awaiting internal approvals.

19. In June 2023, the Player returned to the Appellant.

20. In July 2023, the Second Respondent contacted the Appellant again, requesting that the Player return to Al-Ain to be evaluated by the newly appointed coach, and that it agreed to send the Player back. The Player then travelled to the United Arab Emirates and was included in the Second Respondent's first-team's pre-season preparations.

21. On 18 August 2023, the Player signed his first professional employment contract with the Second Respondent, valid from 1 July 2023 to 30 June 2026, with a monthly salary of USD 3,500.

22. The Player was subsequently integrated into the Second Respondent's senior lineup.

23. The Second Respondent did not provide the Appellant with any transfer proposal, nor did it initiate any formal transfer procedure with the Appellant.

24. On 14 September 2023, the Appellant became aware, through publicly available sources, that the Player had participated in official UAE Pro League matches for Al-Ain.

25. On 24 September 2023, the Appellant wrote to the Second Respondent concerning the Player's registration and participation in official competitions. In that correspondence, the Appellant requested clarification as to the Player's registration status and the circumstances of Al-Ain's fielding him. The Second Respondent did not reply.

26. On 23 October 2023, not having received any reply, the Appellant followed up on its previous letter to the Second Respondent and gave it 10 days to reply. This letter was also left unanswered by the Second Respondent.

27. In November and December 2023, the Second Respondent's intermediary suggested that the matter be addressed and handled during the January transfer window. However, the January-February 2024 transfer window closed without any contact of Appellant by the Second Respondent and without any International Transfer Certificate ("**ITC**") request.

28. On 11 December 2023, the Appellant renewed the Player's licence with FMF for the 2023/2024 season.

29. On 20 February 2024, following a formal request from the Appellant, FMF issued an official declaration confirming that the Player remained registered with the Appellant and that no ITC request had been received from UAEFA or from any other association.

30. On 14 and 25 February 2024, the Appellant again wrote to the Second Respondent, enclosing the FMF declaration and proposing that the matter be resolved amicably. Again, the Second Respondent did not reply.

31. On 3 April 2024, the Appellant sent a formal notice to both the Second Respondent and UAEFA. In it, the Appellant requested clarification as to how the Player could have been registered and fielded by the Second Respondent without an ITC request, and how the Player could have been simultaneously registered with clubs affiliated with two different associations.

32. On 7 May 2024, the Appellant requested that FIFA investigate a possible international transfer of the Player from Mali to the United Arab Emirates outside the Transfer Matching System ("**TMS**"). Following that request, the FIFA Regulatory Compliance and the FIFA Disciplinary Committees examined the Player's registration with the Second Respondent prior to the Appellant lodging its claim with the DRC.

33. At age 18, the Player became integrated into the Second Respondent's senior lineup and participated in official competitions, including matches connected with the UAE domestic competitions and the AFC Champions League.

34. By age 20, the Player had become an established first-team player at Al-Ain, had made appearances in the AFC Champions League, and was part of the lineup during the period in which Al-Ain won the AFC Champions League.

35. As of the day of this Award, the Player had made more than 35 official appearances for the Second Respondent, including appearances in the AFC Champions League.

III. PROCEEDINGS BEFORE THE DRC

36. On 30 July 2025, the Appellant lodged its claim against the Respondents with the DRC.

37. The Appellant sought a net payment of EUR 1,000,000 as compensation, together with 5% interest counted since 24 September 2023 until the payment date.

38. The Appellant's requests for relief were as follows:

> "*The Claim shall be accepted.*
>
> *The Dispute Resolution Chamber shall earn out a decision in which condemns the Respondent Player Dramane Koumare to pay a compensation to the Claimant of 1.000.000,00 € equal to the real market value of the Player Dramane Koumare, based on the expected transfer fees of the player, according to the real market value of the player, namely the specificity of the sport, FIFA Statues and Regulations and Swiss Law, plus interest at 5% rate since 24 September 2023 until effective payment.*
>
> *The Dispute Resolution Chamber shall earn out a decision in which condemns the Respondent Club AL AIN FC joint and severable liable and responsible, together with Respondent Player, for paying the abovementioned compensation to the Claimant*".

39. In their reply, the Respondents stated that no employment relationship existed between the Player and the Appellant. The Respondents also challenged DRC's jurisdiction, on the grounds that it was only competent to hear employment-related disputes involving professional players. The Respondents finally requested that the claim be rejected in its entirety.

40. On 5 November 2025, the DRC issued the Appealed Decision. The operative part of the Appealed Decision reads as follows:

> "*1. The Football Tribunal has jurisdiction to hear the claim of the Claimant, DERBY FOOTBALL CLUB DE KALABAN COURA.*
>
> *2. The claim of the Claimant is rejected.*
>
> *3. This decision is rendered without costs*".

IV. PROCEEDINGS BEFORE CAS

41. On 16 December 2025, the Appellant filed with CAS its Statement of Appeal against the Appealed Decision, pursuant to Article R47 of the Code of Sports-related Arbitration (the "**CAS Code**"). The Appellant requested a 20-day extension of the time limit to file its Appeal Brief, in addition to the 10-day time limit provided under Article R51 of the CAS Code. The Appellant further requested to submit the case to a Sole Arbitrator.

42. On 18 December 2025, the CAS Court Office acknowledged receipt of the Appellant's Statement of Appeal and invited the Appellant to complete its Statement of Appeal.

43. On 19 December 2025, the Appellant responded to the CAS Court Office's letter dated 18 December 2025.

44. On 29 December 2025, the CAS Court Office granted the Appellant a 10-day extension of its deadline to file its Appeal Brief in accordance with Article R32 of the CAS Code.

45. Also on 29 December 2025, the CAS Court Office forwarded the Appellant's Statement of Appeal to the Respondents along with the exhibits. The CAS Court Office noted the Appellant's request to submit the present case to a Sole Arbitrator and invited the Respondents to inform the CAS Court Office whether they agreed by 6 January 2026. The CAS Court Office further informed the Respondents that Derby Football Club de Kalaban Coura had filed another appeal which had been registered as *CAS 2025/A/12036 Derby Football Club de Kalaban Coura v. Abdoul Karim Traore & Al-Ain FC* and invited the Parties to inform it by 6 January 2026 whether they agreed to submit the present and the mentioned procedure to the same Panel.

46. On 5 January 2026, the CAS Court Office acknowledged receipt of the Respondents' correspondence dated 5 January 2026 and noted that the Respondents did not agree to submit the case to a Sole Arbitrator. Furthermore, the CAS Court Office noted that the Respondents did not object to submitting CAS 2025/A/12036 and CAS 2025/A/12052 cases to the same Panel. The CAS Court Office further informed the Parties that in the absence of objection from the Respondents, the Appellant's time-limit to file its Appeal Brief was extended for a total of twenty (20) days as from the expiration of the time-limit set in Article R51 of the CAS Code.

47. On 7 January 2026, the CAS Court Office acknowledged receipt of the Appellant's correspondence dated 6 January 2026 and noted that the Appellant maintained the request that the case be submitted to a Sole Arbitrator and the Appellant's agreement to submit CAS 2025/A/12036 and CAS 2025/A/12052 cases to the same Panel.

48. On 12 January 2026, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division had issued a decision, pursuant to Article R50 of the CAS Code, to the effect that the cases *CAS 2025/A/12036* and *CAS 2025/A/12052* be referred to the same Panel of three arbitrators. The Appellant was given 10 days (following receipt of the above-referenced letter) to appoint an arbitrator, and so were the Respondents (following receipt of the Appellant's arbitrator appointment).

49. On 15 January 2026, the Appellant requested CAS to reconsider decision to submit the present proceedings to a panel of three arbitrators and to appoint a Sole Arbitrator.

50. On 16 January 2026, the CAS Court Office acknowledged receipt of the Appellant's letter dated 15 January 2026 and invited the Respondents to comment on the Appellant's request by 20 January 2026, at the latest.

51. On 17 January 2026, the Appellant filed its Appeal Brief, pursuant to Article R51 of the CAS Code.

52. On 19 January 2026, the Respondents replied to Appellant's request to appoint a Sole Arbitrator. The Respondents stated that the Appellant's request should be dismissed and the case should be resolved by a panel of three arbitrators.

53. On 20 January 2026, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division had decided to uphold its decision to submit the cases *CAS 2025/A/12036* and *CAS 2025/A/12052* to the same Panel, composed of three arbitrators pursuant to Article R50 of the CAS Code.

54. On 4 March 2026, the Respondents filed their Joint Answer to the Appeal Brief, pursuant to Article R55 of the CAS Code.

55. On 12 March 2026, the CAS Court Office, on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that, pursuant to Article R54 of the CAS Code the Panel appointed to decide on the case was constituted as follows:

    a. President: Prof. Dr. Eligiusz Krześniak, Attorney-at-Law in Warsaw, Poland.

    b. Arbitrators: Michele A.R. Bernasconi, Attorney-at-Law in Zurich, Switzerland; and Bernhard Welten, Attorney-at-Law in Bern, Switzerland.

56. On 20 April 2026, after a long exchange of correspondence with the Parties, the CAS Court Office called the Parties and the witnesses to appear at a hearing scheduled for 23 June 2026 at 10.00 a.m. at the CAS premises in Lausanne, Switzerland.

57. On 21 and 22 June 2026 respectively, the Respondents and the Appellant returned duly signed copies of the Order of Procedure which had been provided to them on behalf og the Panel by the CAS Court Office.

58. On 23 June 2026, the hearing was held as scheduled before the Panel. In addition to the members of the Panel and CAS Counsel, Ms Lia Yokomizo, the following participants attended the hearing:

a. For the Appellant:

1) Mr Pedro Macieirinha, Counsel;

2) Mr Brice Belhumeur, Counsel;

3) Mr José Macieirinha, Counsel.

b. For the Respondents:

1) Mr Nezar Ahmed, Counsel;

2) Mr. Mohammad Hameed Hussein Alshatnawi – Official of the Second Respondent;

3) Mr. Zeyad Khalaf Hamid – Official of the Second Respondent.

59. The Panel heard evidence from Mr Nelson Veiga, an agent, Mr Clément Labbé, a scout, Mr Eric Chelle, a former head coach of the Mali national team, all of whom were called as witnesses by the Appellant. The Parties had full opportunity to examine and cross-examine the witnesses.

60. The Parties had ample opportunity to present their case. At the conclusion of the hearing, the Parties expressly stated that they had no objection regarding the constitution of the Panel and had no objections in respect of their right to be heard.

V. PARTIES' SUBMISSIONS

61. This section of the Award does not exhaustively list the Parties' contentions, its aim being to summarize the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Panel has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including the allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

A. Appellant's Position

62. The Appellant submits that it provides its players, including the Player, with a structured and disciplined football environment, including daily training, organised coaching, transportation, participation in official and international competitions, and match or

performance bonuses, and that it organises pre-match camps on the eves of official league and cup matches, with accommodation, full board and facilities for technical meetings and video analysis.

63. In December 2022, an intermediary acting for the Second Respondent approached the Appellant to arrange for a trial of the Player of up to one month. The Appellant agreed and communicated, through the intermediary, the minimum conditions that would apply in the event of a successful trial and subsequent transfer, and on that basis, the Player travelled to the United Arab Emirates in December 2022.

64. The trial was then extended to approximately six weeks, beyond the initially agreed period. Subsequently, when the Appellant requested that the Player either return immediately or the previously communicated transfer conditions be accepted, the intermediary referred to internal management changes at the Second Respondent as the reason for the delay.

65. The Appellant's position, may in essence be summarised as follows:

a) The Appellant challenged the Appealed Decision in its entirety, disputing, in particular, the DRC's findings that no employment relationship existed between the Appellant and the Player, that the Player was a mere amateur and, as such, not subject to the rules on contractual stability, that Articles 13-18 of the FIFA Regulations on the Status and Transfer of Players ("FIFA RSTP") were inapplicable, and that no compensation could be awarded. The Appellant submitted that the DRC had wrongly confined its analysis to the absence of a written professional contract and had failed to assess the *de facto* professional relationship between the Player and the Appellant, and it also raised the inadequacy of the "amateur" label applied by certain African federations and the irregular international registration carried out by the Second Respondent.

b) On a procedural level, the Appellant contended that the proceedings before DRC had been deficient, in that essential facts had not been investigated, the Second Respondent had withheld the most recent (August 2025) contract despite being requested to produce it, thereby acting in bad faith contrary to the Procedural Rules Governing the Football Tribunal, and that the Appellant had been denied the opportunity to file a reply under Article 22 of those rules.

c) On the merits, the Appellant argued that the Player had been registered with the Second Respondent while remaining validly and exclusively registered with the Appellant for the relevant sporting seasons, as confirmed by the FMF declaration dated 20 February 2024. This, it submitted, breached the fundamental principle of single registration under Article 5(3) of the FIFA RSTP and created a prohibited situation of *de facto* double registration. The Appellant further maintained that the Second Respondent had registered the Player without ever requesting the ITC, in breach of Article 9 of the FIFA RSTP, the ITC being a mandatory prerequisite for any international transfer, regardless of a player's amateur or professional status, and that the registration and any sporting

participation derived from it were unlawful *ab initio*.

d) The Appellant submitted that between 2020 and 2025 it had transferred more than 20 players to professional clubs in Europe and the MENA region, including clubs in France, Spain, Portugal, Denmark and Austria, as well as in Qatar, the United Arab Emirates, Morocco and Tunisia.

e) The Appellant submitted that the Second Respondent had deliberately circumvented TMS, no transfer having been recorded, no documentation having been uploaded and no notification having been generated to the Appellant or to FMF. It argued that this circumvention had been a calculated bad-faith strategy to acquire a valuable player without paying any compensation to his training club and had stood in stark contrast with the Appellant's own consistent compliance with the TMS and the ITC requirements in its more than twenty earlier international transfers.

f) The Appellant further argued that the Second Respondent, a club of substantial stature and experience, bore a heightened duty of diligence to verify the Player's registration status, particularly given that the Player was a publicly identifiable Malian footballer, had been sent to Al-Ain for a trial through an intermediary, and held an official Malian passport stating: "*Profession: Footballer*". Relying on CAS jurisprudence (*inter alia* CAS 2024/A/10279, 10280 and 10281), the Appellant submitted that a minimal inquiry to FIFA, to FMF or into publicly available information would have revealed the Appellant as a registered club, and that the Second Respondent's failure to make any such inquiry results in its full responsibility for the consequences of the irregular registration.

g) The Appellant maintained that, irrespective of the absence of a written contract, a *de facto* professional relationship existed between it and the Player. It submitted that under Swiss law (Articles 11, 319 and 320 of the Code of Obligations ("**SCO**")), an employment contract is subject to no particular form and may arise by operation of the law from the performance of work under circumstances where remuneration would reasonably be expected; that Malian law (Article 21 of the Labour Code) presumes an unwritten contract to be one of indefinite duration in favour of the employee; and that, under the *lex sportiva*, an administrative "amateur" classification is not decisive and must yield to the substance of the relationship (citing CAS 2022/A/8897). The Appellant pointed to the *indicia* of a professional relationship in the present case: daily structured training, professional-grade medical and rehabilitation care, participation in official competitions, integration into a coherent sporting project, benefits in kind, such as housing, food, transportation and performance bonuses, and regular international exposure – and submitted that the Player's immediate integration into the Second Respondent's first team and his subsequent trajectory confirmed the professional level of the training he had received.

h) As regards the *quantum*, the Appellant invoked the principle of positive interest (citing inter alia CAS 2009/A/1880-1881), and submitted that it had suffered a

real, direct and objectively quantifiable economic damage, including the loss of a genuine opportunity to conclude a lawful and remunerative transfer. It relied on the minimum transfer conditions of approximately EUR 1,000,000 that it had communicated to the Second Respondent before the trial, on comparable transfers of Malian defenders of the same generation, on its own transfer history, on the Second Respondent's own benchmarks for comparable players, and on the concrete interest expressed by several European clubs prior to the Player's departure, to submit that compensation should be fixed at a minimum of EUR 1,000,000, without prejudice to the further loss arising from the forfeited future resale value.

i) Finally, the Appellant submitted that the Second Respondent had been unjustly enriched and had abused its rights by acquiring a player of substantial and rapidly increasing market value at no cost, in breach of Articles 17.1, 17.2, 17.5 and 18.3 of the FIFA RSTP, and that the Second Respondent should be held jointly and severally liable with the Player for inducing the breach. It warned that upholding the Appealed Decision would create a dangerous precedent enabling wealthy clubs to circumvent the ITC and TMS frameworks by exploiting administrative classifications in developing football markets, thereby undermining the protection of training clubs and the incentive structure for youth development in Africa.

66. In the Appeal Brief, the Appellant submitted the following request for relief [verbatim transcription]:

> *The Appellant hereby respectfully requests the Court of Arbitration for Sports to:*
>
> *a) Accept the present appeal against the Decision of the Dispute Resolution Chamber of FIFA Football Tribunal passed on 5 November with reference FPSD-20146, regarding an employment-related dispute concerning the player Dramane Koumaré,, with the composition: Frans DE WEGER (The Netherlands) Chairperson, Tomislav KASALO (Croatia) Member, Andre DOS SANTOS MEGALE (Brazil) Member that ruled:*
>
> > *"IV. Decision of the Dispute Resolution Chamber*
> >
> > *1. The Football Tribunal has jurisdiction to hear the claim of the Claimant, DERBY FOOTBALL CLUB DE KALABAN COURA.*
> >
> > *2. The claim of the Claimant is rejected.*
> >
> > *3. This decision is rendered without costs".*
>
> *b) Set aside the Appealed Decision in full.*

c) Acknowledge that the First Respondent Player, Dramane Koumaré, terminated his employment relationship with the Appellant Club unilaterally, before its expiry date, without just cause.

d) Acknowledge that a valid employment relationship existed between the Appellant Club and the First Respondent Player, evidenced by the player's registration with Derby and the Fédération Malienne de Football (FMF), as confirmed by the FMF Declaration dated 20 February 2024.

e) Acknowledge that the Second Respondent Club, Al Ain FC, induced the First Respondent Player to breach his contract with the Appellant without just cause, in violation of Articles 17 and 18 of the FIFA Regulations on the Status and Transfer of Players.

f) Acknowledge that the Second Respondent Club failed to request the International Transfer Certificate (ITC) from the Fédération Malienne de Football, in breach of Article 9 of the FIFA Regulations on the Status and Transfer of Players, as confirmed by the FMF Declaration dated 20 February 2024.

g) Condemn the First Respondent, the Player Dramane Koumaré, to pay a minimum compensation to the Appellant Club of minimum 1.000.000,00 €, equal to the real market value of the Player Dramane Koumaré, based on the expected transfer fees of the player, according to the real market value of the player, without prejudice to the additional loss arising from the forfeited future resale value, which the CAS is respectfully invited to assess, namely the specificity of the sport, FIFA Statutes and Regulations and Swiss Law, plus interest at 5% rate since 24 September 2023 until effective payment.

d) [recte h)] Condemn the Second Respondent, Al Ain FC, jointly and severally liable with the First Respondent Player for the payment of the aforementioned compensation mentioned in g) to the Appellant Club.

Also,

h) [recte i)] To condemn the Respondents to pay an amount of CHF 10'000 regarding the expenses with the legal advice and composition of the appeal, towards the Lawyer from the Appellant Club.

i) [recte j)] To condemn the Respondents to pay the entire costs of the proceeding.

Value of the Dispute: 1.000.000,00 €, without prejudice to the additional

loss arising from the forfeited future resale value, which the CAS is respectfully invited to assess".

B. Respondents' Position

67. The Respondents' position, as presented in the Answer to the Appeal Brief dated 4 March 2026, may be summarised as follows:

a) The Respondents disputed that the Appellant operates as a professional club.

b) The Respondents submitted that the Appeal should be dismissed in its entirety and the Appealed Decision confirmed. Their position, consistent with the DRC findings, was that the Player had never entered into any employment relationship with the Appellant, whether written or verbal, and that he had at all material times been registered and acted solely as an amateur. On that basis, the Respondents contended that the provisions on contractual stability, as set out in Articles 13-18 of the FIFA RSTP, including Article 17, were inapplicable *ratione personae* and that no claim for compensation or inducement could arise.

c) As a preliminary matter, the Respondents submitted that the scope of the Appeal was confined to the issues arising from the Appealed Decision, namely whether the Player was contractually bound to the Appellant as a professional and whether his move to the Second Respondent constituted a breach of contract and inducement under Article 17 of the FIFA RSTP. Relying on CAS jurisprudence, they argued that an appellant may not introduce matters that were not raised before the previous instance. On that basis, they submitted that the Appellant's claim for training compensation under Article 20, and its allegations of breaches of Articles 5, 9, 11 and Annexe 3 of the FIFA RSTP concerning the Player's registration, fell outside the scope of the CAS appeal procedure and, as such, were inadmissible, those registration matters falling within the exclusive competence of the FIFA General Secretariat and the FIFA Disciplinary Committee and having, in any event, already been examined by the competent FIFA bodies.

d) On the merits, the Respondents submitted that no valid employment relationship had ever existed between the Appellant and the Player, since the parties had never agreed on the *essentialia negotii* of any employment contract, in particular on remuneration and duration. They argued that under the Swiss law, which applies subsidiarily, remuneration is an essential element of any employment relationship, pursuant to Article 319(1) of SCO, and that, the Appellant having acknowledged that no salary had ever been paid and having described the relationship as open-ended and unspecified, the absence of any arrangements as to the essential elements was fatal to the existence of a contract. They emphasised that the burden of proving the existence of such a contract lay with the Appellant and had not been discharged.

e) The Respondents submitted that the Player was an amateur within the meaning of Article 2 of the FIFA RSTP, which recognises only two player categories and

does not recognise any third intermediate category. They argued that, under Article 2(2) of the FIFA RSTP, a player qualifies as a professional only where two cumulative conditions are met, namely the existence of a written contract with the club and the remuneration exceeding the expenses effectively incurred, and that neither condition has been satisfied in the present case. They relied on the Player's official FMF registration as an amateur throughout the relevant period and submitted that the benefits invoked by the Appellant, such as accommodation, meals, transportation, medical care and tournament bonuses, were unproven, denied by the Player, and in any event qualified as reimbursable expenses rather than salary, with the Appellant having produced no evidence of their monetary value or demonstrated that such value exceeded the Player's effective expenses.

f) The Respondents further submitted that during the entire period of his training with and participation for the Appellant as an amateur, the Player was a minor, having been born on 23 January 2005, and that the Appellant had produced no evidence of any consent or involvement of the Player's legal guardian. They argued that, under both the FIFA framework (Article 18(2) of the FIFA RSTP, limiting the duration of contracts with minors) and the Malian civil law (Article 705 of the Code des Personnes et de la Famille and Articles 50–51 of the Régime Général des Obligations), minors lack full contractual capacity, therefore, any contract concluded without valid legal representation would be defective and unenforceable, constituting a further independent ground for finding that no valid professional relationship existed.

g) As to the Appellant's contention that an indefinite-term employment relationship ought to be presumed under the Malian labour law, the Respondents submitted that this argument was misplaced. First, they argued that the Malian labour law did not govern the dispute, the applicable framework under Article R58 of the CAS Code and Article 49(2) of the FIFA Statutes being the FIFA regulations primarily, and the Swiss law subsidiarily. Second, that the FIFA RSTP do not recognise open-ended professional contracts, Article 18(2) requiring a specified duration subject to a mandatory maximum. Third, that even under the Swiss law, an indefinite-term employment contract would be freely terminable upon ordinary notice pursuant to Article 335 of SCO, a feature fundamentally incompatible with the regulatory concept of contractual stability, pervasive in professional football.

h) The Respondents disputed the Appellant's account of the Player's registration. They submitted that, on 6 December 2022, UAEFA wrote to FMF concerning the Player and requested confirmation of any prior registration, indicating that, absent a reply within 30 days, it would proceed on the basis that the Player was not registered in Mali, that FMF never responded, and that UAEFA consequently registered the Player as a first registration through its electronic system (integrated with FIFA Connect Interface) on 23 January 2023, as an amateur. They added that the Player signed his first professional contract with the Second Respondent on 1 July 2023, and that the Second Respondent expressly denied

the Appellant's related factual allegations.

i) In the alternative, the Respondents submitted that, even if a valid employment relationship were found to have existed, the compensation claimed was unproven, speculative and legally unattainable. They emphasised that the CAS system is adversarial and that the burden of asserting and proving the alleged damage lay with the Appellant. Relying on CAS jurisprudence, they argued that the loss of a possible transfer fee is compensable only where a sufficient logical nexus exists between the breach and the alleged loss, typically requiring a concrete third-party offer or ongoing negotiations, and that the Appellant had demonstrated neither a concrete offer nor any transfer that had failed as a direct consequence of the Player's departure, so that the claimed EUR 1,000,000 remained pure conjecture.

j) Finally, as regards the Appellant's request seeking a declaration that the Second Respondent had failed to request the ITC in breach of Article 9 of the FIFA RSTP, the Respondents submitted that it was inadmissible and, in any event, devoid of merit. They argued that the stringent cumulative conditions for declaratory relief under the Swiss law were not satisfied, that matters relating to the ITC and Annexe 3 of the FIFA RSTP fell within the exclusive competence of the FIFA General Secretariat and the FIFA Disciplinary Committee, that the Appellant lacked standing to seek such relief and the Respondents lacked standing to be sued in that respect, and that the registration process had in any event already been investigated and adjudicated by the competent FIFA bodies following the Appellant's own request to FIFA, dated 7 May 2024.

68. In their Answer to the Appeal Brief, the Respondents submitted the following request for relief [verbatim transcription]:

> "*The Respondents respectively request the Court of Arbitration for Sport to award the following prayers for relief:*
>
> *1. Dismissing and rejecting the present appeal in its entirety.*
>
> *2. Condemning Appellant to pay the cost of the arbitration in its entirety.*
>
> *3. Condemning Appellant to pay the Respondents a contribution towards its legal fees and other expenses incurred in connection with these proceedings in the amount of CHF 30'000.00".*

VI. JURISDICTION OF CAS

69. Pursuant to Article 186(1) of the Swiss Private International Law ("**PILA**"), the CAS has the power to decide upon its own jurisdiction.

70. Pursuant to Article R47 of the CAS Code:

> "*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*".

71. In this case, the Appellant relies on Article 50(1) of the FIFA Statutes, which 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*".

72. The Parties did not question CAS' jurisdiction in these proceedings, and they all expressly recognised it, orally in the hearing and by signing the Order of Procedure.

73. As a result, CAS has jurisdiction based on Article R47 of the CAS Code and Article 50(1) of the FIFA Statutes to hear and adjudicate the case.

VII. APPEAL'S ADMISSIBILITY

74. Pursuant to Article R49 of the CAS Code:

> "*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. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties*".

75. Article 50(1) of the FIFA Statutes specifies that the appeal to CAS against decisions of FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision.

76. The Appealed Decision was notified to the Parties on 28 November 2025. The Appellant filed its Statement of Appeal on 16 December 2025, providing the information required as per Article R48 of the CAS Code.

77. Therefore, the Appeal is admissible.

VIII. APPLICABLE LAW

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

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

79. Pursuant to Article 49(2) of the FIFA Statutes:

> "*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*".

80. In the case at hand, the Parties did not choose any other law, although the Appellant did refer to the Malian law, as an alternative source of legal norms for certain issues. The Panel notes, however, that the Parties mainly referred to the FIFA RSTP and Swiss law.

81. Thus, the Panel holds that based on Article R58 of the CAS Code and Article 49(2) of the FIFA Statutes, primarily the FIFA Regulations, and subsidiarily, Swiss law shall be applied when addressing the legal questions in these proceedings.

IX. MERITS

A. Introductory Remarks

82. The core of Appellant's prayers for relief is the request for a compensation to be paid by the Respondents, based on the concept of breach of contract, as set out in the FIFA RSTP. Therefore, three issues are central to these prayers: (i) whether the Appellant is entitled to compensation to be paid by the Player; and, if so, (ii) what amount, if any, the Player should pay the Appellant, and (iii), in the affirmative of the above, if Second Respondent shall be jointly and severally liable to pay such compensation.

83. The remaining issues raised in the Appeal, including the declaratory relief sought and the allocation of costs and legal expenses, will be addressed in the subsequent parts of this Award to the extent not already resolved under (i), (ii) and (iii) above.

B. Appellant's Entitlement to Compensation

84. The first central issue requires the Panel to determine whether the Appellant is entitled to compensation from the Respondents. As set out in the Parties' prayers for relief, that claim is lodged principally under Article 17 of the FIFA RSTP.

85. The Appellant additionally invokes positive interest, loss of an opportunity, unjust enrichment and abuse of rights, but none of these introduces an independent legal basis for the relief sought: the first two concern the measure of the damage claimed under Article 17 FIFA RSTP, while the submissions on unjust enrichment and abuse of rights are themselves built on Article 17.1 of the FIFA RSTP, without developing the distinct requirements of a claim.

86. The Appellant's entitlement to compensation, therefore, stands or falls with Article 17 of the FIFA RSTP.

87. A number of underlying facts pertinent to the present issue are undisputed by the Parties. It is common ground that the Player trained and played with the Appellant from 27 June 2022 to 2023, and that he was registered with FMF as the Appellant's player throughout that period, as confirmed by the Player's official FMF-issued registration passport and the FMF Declaration dated 20 February 2024.

88. The Appellant alleges that the Player was invited to the Second Respondent for a first trial, travelled to the Second Respondent for a trial in December 2022, remained in the UAE until June 2023, and returned to the Second Respondent in July 2023. The Player was already registered with the UAEFA as an Al-Ain player on 23 January 2023, once he reached legal age. He then entered into an employment contract with the Second Respondent, which was valid from 1 July 2023 and has played for Al-Ain since.

89. Based on these facts, the Appellant claims compensation from the Respondents, jointly and severally, founded principally on Article 17 of the FIFA RSTP. The Appellant contends that a valid employment relationship existed between it and the Player; that the Player unilaterally terminated that relationship without just cause when he registered with and signed for Al-Ain; and that Al-Ain induced that breach, thereby rendering it jointly and severally liable with the Player for the resulting compensation pursuant to Article 17 of the FIFA RSTP.

90. Article 17(1) of the FIFA RSTP governs the financial consequences of contract termination without just cause. It provides that, in all such cases, the breaching party shall pay compensation, the amount of which is to be calculated with due consideration for the law of the country concerned, the specificity of the sport, and the other objective criteria set out in that provision, unless the parties have agreed in advance on the amount to be paid.

91. The application of Article 17 of the FIFA RSTP is, however, predicated upon a player's professional status. The provisions on maintaining contractual stability – Articles 13 to 18 of the FIFA RSTP – apply exclusively to professional players. The Panel must, therefore, determine whether the Player qualified as a professional within the meaning of Article 2(2) of the FIFA RSTP. Unless that condition is met, Article 17 of the FIFA RSTP is inapplicable *ratione personae* and no claim for compensation thereunder can arise, irrespective of the conduct of either Respondent. This question is, therefore, logically prior to any assessment of a breach, of the absence of just cause, or of inducement, and the Panel will address it first.

a) Was the Player a professional player?

92. The Panel first turns to the Player's status during the period of his registration with and playing for the Appellant.

93. The status of players is regulated by Article 2 of the FIFA RSTP, which recognises two categories: professional and amateur players. It is further generally admitted that these two categories are mutually exclusive and that, for the purposes of the FIFA RSTP, a player is either a professional or an amateur, and no other status is admitted (cf. CAS 2014/A/3610; CAS 2006/A/1177; CAS 2009/A/1781. See also FIFA Commentary on the FIFA RSTP, 2023 edition, p. 28: *"Article 2 establishes the categories of players available in organised football. It determines that only two specific categories exist (amateurs or professionals), and it defines the criteria according to which players fall into either of the two categories"*.).

94. Pursuant to Article 2(2) of the FIFA RSTP:

> "*A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs*".

95. The definition of "*professional*" in the FIFA RSTP is clear. To be a professional, the Player must meet two requirements: (i) he must have a written employment contract with a club and (ii) must be paid more than the expenses he effectively incurs in return for his footballing activity (CAS 2016/A/4843 *Hamzeh Salameh & Nafit Mesan FC v. SAFA Sporting Club & FIFA*; CAS 2015/A/4148 & 4149 & 4150; CAS 2009/A/1895). Furthermore, according to CAS jurisprudence, a player's status as a "*professional*" is exclusively defined in the FIFA RSTP without any reference to any national regulations (CAS 2016/A/4843 *Hamzeh Salameh & Nafit Mesan FC v. SAFA Sporting Club & FIFA*; CAS 2009/A/1895 quoted in: *DUBEY J.-P., The jurisprudence of the CAS in football matters (except Art. 17 RSTP*), CAS Bulletin, 1/2011, p. 4.). Since Article 2 of the FIFA RSTP is binding at national level, national football member associations "cannot modify these categories or create other categories that differ from those established by the Regulations" (FIFA Commentary, *op. cit.,* p. 28, referring to CAS 2009/A/1895, Le Mans Union Club 72 c. Club Olympique de Bamako).

96. In assessing a player's status, any relationship between a player and a club must be measured against Article's 2(2) of the FIFA RSTP criteria only, irrespective of any designation or categorisation used in the contract, or any status under which a player may have been registered by a member association (FIFA Commentary, op. cit., p. 29).

97. These two requirements are cumulative in nature. Professional status arises only where both conditions are satisfied; the absence of either is sufficient to preclude it, in which case a player must be regarded as an amateur (CAS 2016/A/4843 *Hamzeh Salameh & Nafit Mesan FC v. SAFA Sporting Club & FIFA*).

98. In light of the foregoing, the Panel must decide whether the two conditions set in Article 2(2) of the FIFA RSTP were fulfilled while the Player was registered with the Appellant.

i) Was there a written employment contract between the Player and the Appellant?

99. The existence of a written contract between a player and a club is a formal requirement for a player's professional status. This requirement cannot be overcome by any other regulations, including any national regulations (CAS 2016/A/4843 *Hamzeh Salameh & Nafit Mesan FC v. SAFA Sporting Club & FIFA*).

100. This is confirmed by consistent CAS jurisprudence. In particular, in CAS 2024/A/10480, *Amar Kovcic v. NK Trnje Zagreb*, the Panel expressly stated that:

> "*The existence of a written contract is an essential requirement to consider that a football player is a professional and this requirement cannot be replaced by national legislation*" (CAS 2024/A/10480, *Amar Kovcic v. NK Trnje Zagreb*, par. 64).

101. In numerous cases, CAS panels have regarded players that did not have written contracts with clubs as amateurs. In CAS 2023/A/9371, *A.S. Roma v. Sporting Clube de Portugal*, the Panel stated that: "*Since it is undisputed that the Player did not have a professional employment contract with Roma, he is considered to have been an amateur player during his indefinite registration with Roma*" (CAS 2023/A/9371, *A.S. Roma b. Sporting Clube de Portugal*, par. 72). In CAS 2006/A/1027, *Blackpool F.C. v. Club Topp Oss* the official CAS summary of the award, as published in the CAS Jurisprudence Database, expressly identifies that: "*The status of amateur can be inferred from the fact that the Player did not sign any written employment agreement with his previous club*" (CAS 2006/A/1027, *Blackpool F.C. v. Club Topp Oss*). Similarly, in CAS 2009/A/1895 *Le Mans Club 72 c. Club Olympique de Bamako*, the Panel acknowledged the following: "*there was no written contract between A. and Djoliba. Accordingly, pursuant to Article 2(2) of the RSTP, the Player was indeed an amateur when he was signed by Le Mans*" (CAS 2009/A/1895 *Le Mans Club 72 c. Club Olympique de Bamako*, par. 63).

102. The formal requirement for a contract to be in writing, as arising from Article 2(2) of the FIFA RSTP, must be interpreted strictly. While verbal employment contracts may be admissible under national legislation (and as such compliant with the local labour laws), they fail the test set out in Article 2(2) of the FIFA RSTP.

> "*Pursuant to Article 2 para. 2 RSTP, a professional player is a player who has a written contract with a club. The definition of a "professional player", including the requirement of a "written contract", should be interpreted strictly. It is therefore compulsory to stipulate a written contract between the club and a player. Oral arrangements between a club and a player, although possibly admissible by and in conformity with local labour law, are not in line with the mandatory nature of the conditions of Article 2 para. 2 RSTP*" (CAS 2013/A/3207, *Tout Puissant Mazembe v. Alain Kaluyituka Dioko & Al Ahli SC*, par. 60).

103. Even though the FIFA RSTP do not define the term "*in writing*" itself, the meaning of

this requirement can be established on the basis of the Swiss law and CAS jurisprudence.

104. Pursuant to Article 13 of SCO, a contract legally required to be entered into in writing must be signed by all persons on whom it imposes obligations.

105. As observed in CAS 2008/A/1521:

> "*[A]ccording to Articles 13, 14 and 16 of the Swiss Code of Obligations (SCO), which apply not only to contracts but as well to offers (ATF 1001 III 65), a contract – or an offer – is deemed to be made "in writing", when it is signed with the original signature of the party or the parties that are contractually bound by the document*" (CAS 2008/A/1521 *VfB Admira Wacker Modling v. A.C. Pistoiese s.p.A.*, par. 19).

106. Therefore, the written form requirement, as set out in Article 2(2) of the FIFA RSTP, is fulfilled when an employment contract concluded between a player and a club is signed with original signatures of the relevant parties to that contract (CAS 2013/A/3207, *Tout Puissant Mazembe v. Alain Kaluyituka Dioko & Al Ahli SC*), unless the parties have agreed on another valid manner of signing the document.

107. In the present case, it is undisputed that no written contract whatsoever between the Appellant and the Player existed. None of the Parties have produced any such contract, nor has any Party, including the Appellant, contended that the contractual relationship between the Appellant and the Player was ever formalised in some sort of written instrument. The Appellant has argued that the contractual relationship with the Player has been a "de facto employment agreement". However, as explained above, there is no such third category available in organised football.

108. In light of the above, since the formal requirement under Article 2(2) of the FIFA RSTP, namely the existence of a written contract, is not satisfied, the Player cannot be regarded as having had a professional status while registered with the Appellant. Accordingly, during that period, the Player was an amateur.

109. As mentioned above, the principle invoked by Appellant to argue its case, i.e. the one of contractual liability in case of unilateral breach or unilateral termination without just cause, is indeed a fundamental principle of the FIFA RSTP. However, its purpose, within organised football, is to ensure contractual stability between *professional* players and clubs (cf. FIFA Commentary, op. cit., p. 122 et seqq.). The FIFA RSTP provisions on maintaining contractual stability, including Article 17, do not apply to the relationship between an amateur player, like the Player, and his former Club, like Appellant.

110. Given the foregoing, the Panel does not need to consider the Parties' remaining arguments and evidence concerning the Appellant's alleged entitlement to compensation under Article 17 of the FIFA RSTP, since the latter rule is not applicable to the present case. Accordingly, the Panel has to dismiss the Appellant's compensation claim in its entirety.

111. Although the Panel is bound to reach the foregoing conclusion by the applicable rules and regulations, in particular Article 2(2) and Article 13 et seqq. of the FIFA RSTP, the Panel cannot allow the Respondents' conduct to pass without comment.

112. In the Panel's assessment, the manner in which the Player's departure from the Appellant and registration with the Second Respondent were brought about is questionable, to say the least. The Second Respondent caused the Player's registration with the UAEFA, while the Player remained registered with the Appellant. The Second Respondent failed to make any transfer proposal to the Appellant – despite having previously approached the Appellant twice about the Player's trials. The above happened despite the fact that it was the Appellant that trained and developed the Player – a fact expressly acknowledged by Mr Nezar Ahmed, Counsel for the Respondents, in his closing submissions at the hearing: "*There is no doubt. I mean, both players, they did train with Derby for number of years, you know, in their academy*".

113. Hence, while the Panel is bound to reject the Appellant's claim for compensation for reasons specified above, the Panel must also note that the Appellant having trained and developed the Player over several years and being, ultimately, left, at least at the present time, with nothing, is far from ideal.

114. If such conduct, as presented by the Second Respondent in this case, were to become standard procedure in the football world – which the Panel hopes will not happen – organised football would present incentives that do not correspond to the final aim of the international rules and regulations.

115. The Panel's decision in this matter does not entail that the Appellant is left without any alternative avenues of recourse. The dismissal of the claim pursued by Appellant under Article 17 of the FIFA RSTP is without prejudice to any entitlement of the Appellant to training compensation and, at a later stage and subject to the relevant conditions being met, to solidarity contribution, as these entitlements do not depend upon the Player having held professional status with the Appellant, and remain to be determined by the competent body. It is undisputed that the Player was registered with, and trained and was developed by, the Appellant for several years.

116. Finally, while it is undisputed that clubs may be sanctioned by FIFA for breaching the requirements under the FIFA RSTP to request an ITC and Article 9 FIFA RSTP in particular, the Panel is satisfied, for the reasons set out in Section C below, that the Appellant has no standing to request such a sanction within the frame of the present CAS appeal procedure.

C. Appellant's Requests for Declaratory Relief

117. Beyond its compensation claim, examined in Section B above, the Appellant seeks a series of declarations. It requests that the Panel declare:

a. That a valid employment relationship existed between the Appellant and the Player, evidenced by the Player's registration with Derby and FMF, as confirmed by the FMF Declaration dated 20 February 2024;

b. That the Player terminated his employment relationship with the Appellant unilaterally, before its expiry date, without just cause;

c. That the Second Respondent induced the Player to breach his contract with the Appellant without just cause, in violation of Articles 17 and 18 of the FIFA RSTP;

d. That the Second Respondent failed to request an ITC from FMF, in breach of Article 9 of the FIFA RSTP, as confirmed by the FMF Declaration dated 20 February 2024.

118. The Panel will address these requests, starting with the analysis of the conditions under which a declaratory relief may be granted. Only if the Panel comes to the conclusion that such a relief may be – theoretically – granted in this case, will the Panel proceed to review the legal nature of the relationship between the Appellant and the Player and the Second Respondent's role in the Player's departure.

Requirements for Declaratory Relief

119. A party seeking declaratory relief must establish a legal interest worthy of protection in obtaining it. This requirement is drawn from the Swiss law and it is consistently applied in CAS practice.

120. Under the prevailing doctrine and case law, three cumulative conditions must be satisfied in order for a party to successfully obtain a declaratory relief it seeks.

121. First, the party must demonstrate a legitimate legal interest in obtaining the declaration, in the sense that the declaration is necessary to remove a concrete legal uncertainty adversely affecting the party. No such interest exists where a declaration would not sufficiently safeguard the party's rights, in particular where the party would still have to pursue further claims to obtain effective relief, or where a more appropriate or more efficient remedy is available.

122. Second, the uncertainty must concern the existence or non-existence of a specific claim or of a defined legal relationship between the parties, and not an abstract legal question or a mere question of fact.

123. Third, it is normally accepted that there must be a certain urgency in clarifying the legal situation.

124. As confirmed in CAS 2009/A/1870:

> "*Swiss law subjects to stringent conditions the possibility for a Claimant to obtain from a Swiss court a declaratory judgment. Such conditions are also relevant in these arbitration proceedings, since Swiss law applies subsidiarily and Swiss law also defines the powers of adjudication of arbitration bodies having their seat in Switzerland. According to the predominant view the prerequisites for a declaratory*

> *judgment are – in principle – threefold. According thereto the party seeking declaratory relief must show a legal interest to do so. The latter presupposes that the declaratory judgment is necessary to resolve a legal uncertainty that threatens the Claimant (TF 17.8.2004 – 4C 147/2004). According to constant Swiss jurisprudence a legal interest is missing if a declaratory judgment is insufficient or falls short of protecting the Claimant's interests (ATF 116 II 196; 96 II 131). The latter is the case – inter alia – if a party must file a further claim or request in order to obtain the judicial relief sought or if there are better or easier ways to pursue and protect the Claimant's legal interests (ATF 123 III 429; 99 II 174). Furthermore, according to the predominant view, the legal uncertainty must relate to the existence or non existence of a claim or a defined legal relationship between the parties to the dispute (ATF 80 II 366). No declaratory relief may be sought e.g. to solve abstract legal questions or to determine factual circumstances. Finally, there must be a certain urgency to resolve the uncertainty in order to protect the respective party's right, i.e. there must be an immediate interest for solving the uncertainty now (VOGEL/SPÜHLER, Grundriss des Zivilprozessrechts, 8. Aufl. 2006, no 23 et seq.)*" (*CAS 2009/A/1870 World Anti-Doping Agency (WADA) v. Jessica Hardy & United States Anti-Doping Agency*, par. 55).

125. Moreover, as observed in CAS 2011/A/2612:

> "*In principle a request for declaratory relief is – in line with the law applicable to the procedure (Art. 182 para 2 of the PILA) - only admissible (apart from general considerations of law) under two conditions. First, the purpose of the declaratory relief must be aimed at clarifying the (non-)existence of a legal relationship between the parties (cf. KuKo-ZPO/OBERHAMMER, 2010, Art. 88 no. 4 et seq.; SUTTER-SOMM, Schweizerisches Zivilprozessrecht, 2nd ed. 2012, no. 558). Declaratory relief sought in relation to facts or general questions of law are, therefore, not admissible. In addition, the party requesting declaratory relief must show a special legal interest to obtain the respective declaration from the arbitral tribunal (cf. KuKo-ZPO/OBERHAMMER, 2010, Art. 88 no. 11 seq.; SUTTER-SOMM, Schweizerisches Zivilprozessrecht, 2nd ed. 2012, no. 558)*" (*CAS 2011/A/2612 Liao Hui v. International Weightlifting Federation*, par. 52).

126. That is precisely the position of the first three declarations sought. Each of them – the existence of the employment relationship, its unilateral termination by the Player, and the Second Respondent's inducement – is a premise of the Appellant's claim for compensation under Article 17 of the FIFA RSTP, which the Panel has examined and dismissed in Section B of the present Award. The existence and characterisation of the relationship, of the Player's departure and of the Second Respondent's role have all been addressed in the course of that examination. Nothing turns, as between these parties, on

their additionally being recorded in the form of a declaration. The Appellant has identified no legal uncertainty that a declaration would remove, but that the disposal of the compensation claim has not already resolved, and still less any urgency in removing it. The conditions for declaratory relief are, therefore, not met in respect of the first three requests.

127. As anticipated above, the fourth request fails for the same want of a legal interest and, in addition, for the reason already given. The review of the compliance of the Player's registration with the FIFA RSTP, including any failure to request ITC, lies within the exclusive competence of the FIFA General Secretariat and the FIFA Disciplinary Committee, and has in any event already been referred to them. Furthermore, this Panel is not in a position to issue any decision on a matter that was not a part of the Appealed Decision.

128. For these reasons, the Panel declines to make any of the declarations sought and dismisses the Appellant's requests for declaratory relief. In so ruling, the Panel emphasises that its refusal rests on the absence of a legal interest worthy of protection and, as to the fourth request, also on the frame of the competence of the panel itself.

129. The Panel further emphasises that in so doing it does not condone the manner in which the Player's signing by the Second Respondent was brought about, and the Panel's decision is without prejudice to any claim, including any claim for training compensation, that the Appellant may pursue before competent bodies or any disciplinary procedure that FIFA may consider appropriate to open or re-open against the Second Respondent for its non-compliance with the applicable TMS rules and duties.

D. CONCLUSION

130. For the above grounds, the appeal filed by the Appellant against the Appealed Decision shall be dismissed and the Appealed Decision confirmed.

131. The above conclusion, finally, makes it unnecessary for the Panel to consider the other requests submitted by the Parties. Accordingly, all other prayers for relief are rejected.

E. COSTS

(…)

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ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Derby Football Club De Kalaban Coura on 16 December 2025 against Mr Dramane Koumare and Al-Ain FC with respect to the decision rendered on 5 November 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal (ref. no. FPSD-20146) is dismissed.

2. The decision rendered on 5 November 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 22 October 2026

COURT OF ARBITRATION FOR SPORT

Eligiusz Krześniak
President of the Panel

Michele A.R. Bernasconi
Arbitrator

Bernhard Welten
Arbitrator