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

CAS 2025/A/11577 CS Constantine v. Samson Dare Gbadebo

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr Kepa Larumbe, Attorney-at-law in Madrid, Spain
Arbitrators: Mr Patrick Grandjean, Attorney-at-law in Belmont, Switzerland
Mr Takuya Yamazaki, Attorney-at-law in Tokyo, Japan

in the arbitration between

CS Constantine, Constantine, Algeria

Represented by Mr Djaou Hichem, Attorney-at-law in Constantine, Algeria

-Appellant-

and

Mr Samson Dare Gbadebo, Port Harcourt, Nigeria

Represented by Mr Dev Kumar Parmar, Attorney-at-law in London, United Kingdom

- Respondent-

I. PARTIES

1. CS Constantine (the "Appellant", the "Club" or "Constantine") is an Algerian professional football club based in Constantine, Algeria, and affiliated with the Football Federation of Algeria, which in turn is also affiliated with the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Samson Dare Gbadebo (the "Respondent" or the "Player") is a professional football player of Nigerian nationality.

3. The Club and the Player are jointly referred to as the "Parties".

II. FACTUAL BACKGROUND

A. Background Facts

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced 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, this Award refers only to the submissions and evidence it considered necessary to explain its reasoning.

5. On 22 July 2023, the Player and Al-Naft Sports Club, affiliated to the Iraq Football Federation entered into an employment agreement valid from 1 September 2023 until 30 July 2024 (the "First Al-Naft Contract"). Under this contract, the Club undertook to pay the Player USD 82,000 for the 2023/2024 season.

6. On 11 July 2024, the Player and Al-Naft Sports Club terminated the First Al Naft Contract by mutual agreement.

7. On 11 July 2024, Constantine sent an invitation letter to the Player in order to begin negotiations with the Club's management for a possible transfer as a professional football player. The letter read as follows:

"*Action-Club sportif Constantinois (SSPA-CSC), a professional football club playing in the Algerian professional league championship, is pleased to invite you to come to Constantine (Algeria) as soon as possible, in order to begin negotiations with the Club's management for a possible transfer as a professional football player.*

Furthermore, please note that during your stay in Constantine (Algeria), you will be fully supported by the SSPA-CSC.

To this end, we ask you to carry out all the necessary administrative procedures to obtain your entry visa for Algeria.

Please accept, Sir, the expression of our highest consideration".

8. On 11 July 2024 the Club sent a letter to the Nigeria Football Association that read as follows:

***"Subject :** Application for an international football player certificate*

Mr Secretary General,

In Anticipation of the recruitment of the Nigerian player Samson Dare Gbadebo who is currently playing for the Iraqi club Naft Al Wassat, we have the honor to ask you to kindly confirm to us with a certificate that the player mentioned has indeed been a Nigerian international, and it must indicate a number of international games played, this document is essential for the qualification of the player.

Pending your response, please accept, Mr Secretary General, our cordial greetings.

Director of General Administration

KALLI KARIM".

9. On 13 July 2024, the Player participated in the last competition match of the 2023/2024 season with Al-Naft Sports Club.

10. By e-mail of 13 July 2024, Constantine sent to the Player a copy of an employment contract (the "Constantine Contract") with a duration of two seasons (from 15 July 2024 to 30 June 2026) and a monthly salary of DZD 3,378,844.00. The name of the file attached to the e-mail was "*contratGBADEBO.PDF*" and the e-mail read as follows: "*THANKS TO SIGN IT AND RETURN*".

11. On 13 July 2024, the Player replied the following:

"*Dear/ma*

I have received your e-mail, kindly contact my agent/representative for further discussion, below is his contact details/whatsapp +[1] Mr Opeyemi Badmus*

Kind regards Gbadebo Samson Dare".

12. On 14 July 2024, the Club sent the following letter to the Consul of the Algerian embassy in Baghdad (Iraq):

"*Subject: Request for facilitation of the visa granting process for Mr. GBADEBO SAMSON DARE*

Mr. Consul,

[1] The telephone number has been omitted in order to preserve confidentiality

I am writing to you on behalf of Societe Sportive par Actions Club Sportif Constantinois (SSPA CSC) to request your assistance in facilitating the visa process for Mr. GBADEBO SAMSON DARE, a professional football player. SSPA CSC has invited Mr. GBADEBO SAMSON DARE to join our senior football team and sign a professional contract. In order to allow him to join our team as soon as possible, we would be grateful if you could expedite and facilitate the formalities required to obtain his entry visa to Algeria.

Attached is a copy of the official invitation issued by our club to support this request.

We thank you in advance for your understanding and cooperation in this process. Remaining at your entire disposal for any further information, please accept, Mr. Consul, the expression of our distinguished greetings.

Sincerely,

Mr. KALLI KARIM

DIRECTOR OF ADMINISTRATION & FINANCE".

13. From 13 July 2024 to 15 July 2024, Mr Karim Kalli (Director of Administration and Finances of Constantine) and Mr Opeyemi Badmus (agent/representative of the Player) exchanged messages via the WhatsApp platform in relation to the terms and conditions of the Constantine Contract and the arrival of the Player in Algeria.

13 July 2024

"Agent: *Hello, good evening, nice to talk to you*

I read the contract, but I would like some clarification. Regarding the salary, it was written in Algerian currency, 3,378,844. How much is that in USD?

Mr Kalli: *The gross amount is 3,378,944.00 DA. The amount subject to legal deductions (CNAS and IRG). The net amount is 2,200,000.00 DA. Amount in USD according to the bank exchange rate. Between 16,000 and 16,200 USD.*

Agent: *I mean, how are you going to pay for the game when signing?*

Mr Kalli: *In Algeria, the registration fee is free.*

Agent: *I mean, how many months' salary are you going to pay in advance when signing?*

And when do you want the player to be in Algeria?

Mr Kalli: *Generally it's two months in advance*

Agent *If you can pay 3 months in advance ... it will be better*

Mr Kalli: *For two months it's ok, but far the third month we'll discuss it on site*

Agent: *OK, discuss it and let me know*

And when do you want the Player in Algeria?

Mr Kalli: *Preferably before Tuesday, July 16*

Agent: *It's very quick and early*

Mr Kalli: *What do you propose? Since he has a visa to apply for, and the club has an African participation on July 17. We have already sent an invitation to the Algerian consulate in Nigeria*

Agent: *He is currently in Iraq.*

He just finished his season in Iraq today.

If you can send the letter to the Algerian Embassy in Iraq tomorrow morning and call the embassy tomorrow morning, he can go to the Algerian Embassy in Iraq tomorrow to obtain a visa.

Is that possible?

Mr Kalli: *Give me some t time to talk with the general manager and I will call you back.*

Agent: *Okay*

14 July 2024

Agent: *Hello, how are you today? What is your conclusion regarding the visa?*

Mr Kalli: *Hello, I hope you are well. This morning, we sent a request to facilitate the visa granting process for Mr. Gbadebo to the consul of the Algerian Embassy in Baghdad*

(document attached)

Agent: *but you should have warned me since this morning*

Mr Kalli: *I just sent it*

It hasn't even been 5 minutes

Agent: *I'll talk to the player so he can go to the embassy now*

Mr Kalli: *(document attached)*

Agent: *good*

Thank you

Mr Kalli *You're welcome*

15 July 2024

Agent: *Hello, how are you? The player submitted the visa application, the embassy said you should contact the Ministry of Interior to issue the visa very quickly.*

Please call the Ministry of Interior.

His passport and documents are now at the embassy.

Mr Kalli: *I will try to speed up the process since everything needs to be finalized before 20/07/24.*

Agent: *No problem".*

14. On 17 July 2024, the Player sent a signed copy of the Constantine Contract to the Club. The e-mail read as follows:

"*Please find attached contract copy*

Kind regards

Gbadebo Samson Dare".

15. On 18 July 2024, the Club replied the following to the Player:

"*we are waiting for you*

have received your visa".

16. The signed copy of the Constantine Contract was also sent on 17 July 2024 by the Player's Agent to Mr Kalli by WhatsApp. It followed the following conversations:

17 July 2024

"Agent: *Hello Sir, here is the signed copy of the contract which the player also sent to your email address.*

Mr Kalli: *Good evening, are you okay? Thank you very much. 1 wanted to know if Nigerian citizens could enter Tunisian territory without a visa? Since the visa for entry into Algeria is easy there?*

Agent: *but he already applied for a visa in Iraq, you didn't call the embassy?*

Mr Kalli: *Let's call the embassy but maybe it will take time*

Agent: *The embassy said you should call the Ministry of Foreign Affairs and the Interior, 1 told you 2 days ago*

Mr Kalli: *Yes, it's already done, we're waiting for their response*

Agent: *Okay*

Mr Kalli: *Since yesterday was a holiday*

They'll normally answer us tomorrow

Agent: *Insha'la*

Mr Kalli: *Insha'allah*

Agent: *(document attached)*

Call the ambassy in the morning to see if the visa is ready

18 July 2024

Agent: *Hello, the embassy said the visa would be ready until Saturday*

What's the next step?

Mr Kalli: *Hello, we called a senior official at the Ministry of Foreign Affairs and he promised us that it would be regularized as soon as possible*

Agent: *The player emailed you the signed copy of the contract yesterday. Could you please resend the signed copy?*

[Hello, we called a senior official at the Ministry of Foreign Affairs and he promised us that it would be regularized as soon as possible]
Okay

Maybe he will go to Abuja tomorrow and get the visa in Abuja

(Constantine contract attached)

Mr Kalli: *Please give us the exact location of the player so that we can accompany him to grant his visa*

Is he in Iraq or is he going back?

Agent: *He is currently in Iraq.*

He is in Iraq.

He has already applied for a visa in Iraq.

Please contact the ministry to approve the visa.

Mr Kalli: *Where exactly is he in Iraq to prepare the flight plan for him?*

Capital?

The capital?

Agent: *Yes, in Baghdad*

Mr Kalli: *Baghdad?*

Agent: *Yes, in Baghdad*

Mr Kalli: *Ok, thank you*

Agent: *Yes, in Baghdad*

Do you know someone who calls Kamel? He sends messages to my player all the time, he says he's an agent, he says he works with your club, but I don't know him, I tell my player not to answer him.

Mr Kalli: *Wait, Ill check.*

Agent: *Okay*

21 July 2024

Agent: *Hello, brother, how are you? The Embassy said you didn't call them.*

23 July 2024

Agent: *Hello, good evening, what's going on?".*

17. On 9 August 2024, the Player's counsel sent a formal notice to Constantine, recording that the Club had issued an employment offer on 13 July 2024 which the Player accepted on 17 July 2024, thereby creating binding obligations under Articles 5 and 9 of the Swiss Code of Obligations. The notice further contended that, contrary to the Club's duties and to Article 18.4 of the FIFA Regulations on the Status and Transfer of Players (which prohibits making contractual validity contingent on a medical examination and/or work permit), the Club failed to submit the documentation necessary for the Player's visa, preventing his joining. The Player, affirming his willingness to perform, issued a final deadline for the Club to cure its breach by 24 August 2024 at 23:59 CET, failing which he would commence proceedings before FIFA on the basis of unilateral termination without just cause and seek the consequent legal and procedural costs Termination letter.

18. The Club did not reply to the formal notice of 9 August 2024.

19. On 26 August 2024, the Player's counsel notified the Club of the immediate termination of the Constantine Contract for just cause, referencing the prior notice of 9 August 2024. The letter records that, notwithstanding an employment offer submitted by the Club on 13 July 2024 and accepted by the Player, the Club failed to provide the requisite visa and work permit and to register the Player with the Algerian Football Federation—obligations described as essential to the employment relationship. Despite a final default notice and opportunities to cure, the Club remained silent and in breach, giving rise to a

serious loss of trust. The Player therefore terminated the agreement with immediate effect, asserting that the Club's continuing breaches caused severe damage to his professional career and frustrated his legitimate expectation to participate in the forthcoming season, while extending formal courtesies to the Club.

20. On 1 September 2024, the Player and Al-Naft Sports Club, entered into an employment agreement valid from 1 September 2024 until 30 July 2025 (the "Second Al-Naft Contract"). Under this contract, the Club undertook to pay the Player IQD 180,000,000 for the 2024/2025 season, i.e., approximately DZD 18,178,759.96, according to the calculation of the FIFA DRC and not disputed by the Parties.

III. PROCEEDINGS BEFORE THE DISPUTE RESOLUTION CHAMBER OF THE FIFA FOOTBALL TRIBUNAL

21. On 19 November 2024, the Player filed a claim against the Club before the Dispute Resolution Chamber of the FIFA Football Tribunal (the "FIFA DRC"), invoking just cause to terminate the Employment Contract prematurely and requesting the following:

- DZD 79,402,834 as compensation for breach of contract;

- Interest on the above amount (no specific date requested).

22. On 19 December 2024, the Club lodged a counterclaim against the Player requesting damages for the "abusive behaviour" of the Player in the amount of DZD 10,000,000.

23. On 15 May 2025, the FIFA DRC issued its decision (the "Appealed Decision"). The operative part of the Appealed Decision read as follows:

"*The claim of the Claimant / Counter-Respondent, Samson Dare Gbadebo, is partially accepted.*

2. The Respondent / Counterclaimant, CS Constantine, must pay to the Claimant / Counter-Respondent ***DZD 61,224,074.04 as compensation for breach of contract*** *plus 5% interest p.a. as from 19 November 2024 until the date of effective payment.*

3. Any further claims of the Claimant / Counter-Respondent are rejected.

4. The counterclaim of the Respondent / Counterclaimant is rejected.

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

6. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:

1. The Respondent / Counterclaimant shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

7. The consequences shall only be enforced at the request of the Claimant / Counter-Respondent in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.

8. This decision is rendered without costs".

24. On 24 June 2025, the FIFA DRC notified the grounds of the Appealed Decision, determining, *inter alia*, the following:

"41. With this established, the Chamber deemed it opportune to highlight the questions it deemed relevant in the case at stake. Firstly, it understood that it had to determine the existence (or not) of a valid and binding employment contract between the parties. If affirmative, the Chamber would have to analyse the circumstances in which such employment contract was terminated. Finally, should the Chamber reach a conclusion that the supposed contract was terminated with (or without just cause), it would have to determine the consequences thereof for the party in breach.

42. The Chamber thus proceeded with the first question, namely the existence of a valid and binding employment contract between the parties.

43. As a preliminary remark, the Chamber noted that the evidence adduced by the Claimant - in particular all WhatsApp correspondence and emails between the parties - was not only adequately corroborated by the Claimant (including the proper identification of the Respondent's representative),but also left uncontested by the Respondent.

44. The Chamber equally recalled that the parties engaged in lengthy negotiations which involved, on one hand, discussions as to the terms of the purported contract, and on the other, the obtention of the Claimant's visa in order to be able to travel to Algeria.

45. In particular, the Chamber revisited the timeline of the dispute at stake and deemed the following facts essential:

- On 13 July 2024, the Respondent sent the Claimant a draft employment contract via email; in this respect, we are not in possession of the actual document – only the email containing the file

- The subsequent communications between the parties via WhatsApp, which are duly corroborated with proper contact identification and remained uncontested by the Respondent, in our opinion, corroborate that a draft employment contract, the terms of which subsequently remained uncontested, was sent to the Claimant. Equally, it appeared that the parties agreed on the essential terms of this contract (specifically, concerning term, remuneration, and the fact that the Claimant was to be engaged as a professional football player).

- On 17 July 2024, the Claimant returned the signed employment contract to the Respondent.

- On the same day, the Respondent acknowledged receipt of the signed contract and stated that they were awaiting confirmation of the Claimant's visa.

46. Based on the above, the Chamber was able to conclude that the Claimant and the Respondent had engaged in negotiations in which the Respondent had made a binding offer to the Claimant, the essential terms of which remained unamended, and which the Claimant unequivocally and demonstrably accepted by signing the document and returning it via email.

47. The Chamber wished to further emphasise that the Respondent's confirmation of receipt of the signed contract further supports the line of argument that the parties were in agreement as to the alleged contract's essential terms, and that the finalisation of the employment contract was only subject to - in the Respondent's words - awaiting the Claimant's visa.

48. It followed, in the Chamber's unanimous view, that the essential elements of an employment contract were present in the case at hand - namely, duration, remuneration, subordination / player being engaged as a professional football player, and - in particular - mutual intention to be legally bound.

49. As a result, the Chamber reached the interim conclusion that the parties had concluded a valid and binding employment contract on 17 July 2024 (hereinafter: the Contract).

50. Having established the existence of the Contract, the Chamber proceeded to analyse the ramifications of the departure therefrom by the parties.

51. Preliminarily, the Chamber wished to recall the well-established jurisprudence of the Football Tribunal, pursuant to which a premature contractual termination may only be the result of a severe or consistent breach of contract, where its continuation can no longer be reasonably expected by the damaged party. Where the parties have more lenient measures available to remedy the relationship, these should be readily turned to before putting an end to the contract. A premature contractual termination may only be a measure of last resort - or ultima ratio.

52. The Chamber hereby recalled that the Claimant invoked just cause on the basis of the Respondent refusing to provide him with a work permit / visa to travel to Algeria, despite several written requests and a formal deadline of 15 days being granted.

53. Equally, the Chamber observed that the Respondent justified its behaviour by arguing that the Claimant made the visa obtention process unnecessarily difficult by not travelling to Nigeria.

54. Following the signature of the Contract, the Chamber recalled that the parties discussed the Claimant's visa situation at length, with the Respondent instructing the Claimant's representative to contact the Algerian embassy in Baghdad.

55. After the Claimant contacted the Respondent again, informing him that the latter failed to contact the embassy in Baghdad, the Respondent ceased to reply to the Claimant.

56. On 9 August 2024, the Claimant sent a default notice to the Respondent, requesting the latter to give effect to the Contract, put all administrative requirements in place, and comply with its obligations as an employer in light of the fact that they had a valid and binding contract, within 15 days, to no avail.

57. In light of these facts, the Chamber deemed that the Respondent was indeed in breach of its obligations under the Contract; in particular, despite several reprimands, it failed to obtain a visa for the Claimant, which falls within its general obligation as an employer.

58. Furthermore, and overarchingly, pursuant to art. 18 par. 4 of the Regulations, an employment contract may not be made subject to the grant of a work permit / visa in any event.

59. Despite this breach, the Chamber took note of the fact that the Claimant provided a generous grace period of 15 days to the Respondent to remedy the situation and commence the relevant steps to give effect to the Contract, in vain.

60. Thus, the Chamber firmly concluded that the threshold of ultima ratio was met in the case at hand, and that the Claimant had a just cause to terminate the Contract unilaterally before its term on 26 August 2024".

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

25. On 3 July 2025, in accordance with Article R47 and Article R48 of the Code of Sports-related Arbitration (edition 2025) ("CAS Code"), the Appellant filed its Statement of Appeal with the CAS against the Respondent challenging the Appealed Decision.

26. On 19 July 2025, the Respondent requested, *inter alia*, that (i) these proceedings be allocated to a Panel of three arbitrators; and (ii) that the conducting language of these proceedings be English and, subsidiarily, Spanish.

27. On 22 July 2025, the CAS Court Office invited the Appellant to file a power of attorney by 28 July 2025 and, subsequently, by correspondence of 30 and 31 July 2025 set a final deadline of 1 August 2025.

28. On 24 July 2025, the Appellant (i) objected to these proceedings being allocated to a Panel of three arbitrators; and (ii) requested that the conducting language be French and subsidiarily French and English.

29. On 30 July 2025, the CAS Court Office transmitted the Parties the Order on Language rendered by the Deputy President of the CAS Appeals Arbitration Division deciding that the language of this procedure be English.

30. On 30 July 2025, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.

31. On 30 July 2025, the Appellant sent the Power of Attorney of Mr Hichem Djaou to the CAS Court Office,

32. On 31 July 2025, the Appellant uploaded a duly signed power of attorney of 30 July 2025 via the CAS e-filing platform and followed up by email.

33. On 8 August 2025, the CAS Court Office informed the Parties that the President of the CAS Appeals Arbitration Division decided to submit the present procedure to a Panel composed of three arbitrators.

34. On 18 August 2025, the Appellant nominated Mr Patrick Grandjean, Attorney-at-Law in Belmont, Switzerland, to serve as arbitrator.

35. On 21 August 2025, the Respondent nominated Mr Takuya Yamazaki, Attorney-at-Law in Tokyo, Japan, to serve as arbitrator.

36. On 20 October 2025, the Respondent filed his Answer, in accordance with Article R55 of the CAS Code.

37. On 24 October 2025, the CAS Court Office, on behalf of the Deputy Division President and further to Article R59 of the CAS Code, informed the Parties that the Panel appointed to decide the present dispute was constituted as follows:

President:	Mr Kepa Larumbe, Attorney-at-law in Madrid, Spain
Arbitrators:	Mr Patrick Grandjean, Attorney-at-law in Belmont, Switzerland
	Mr Takuya Yamazaki, Attorney-at-law in Tokyo, Japan

38. On 28 October 2025, the CAS Court Office informed the Parties that certain documents of the Appeal Brief and of the Answer were submitted in a language other than English and granted the Parties a deadline to provide English translations.

39. On 31 October 2025, the Respondent submitted the requested translations.

40. On 11 November 2025, the CAS Court Office granted the Appellant an additional deadline to submit the requested translations, which the Appellant failed to meet.

41. On 3 November 2025, after consulting the Parties, the CAS Court Office informed the Parties that the Panel had decided to hold a hearing by videoconference, further to Articles R44.2 and R57 of the CAS Code.

42. On 18 November 2025, the CAS Court Office transmitted to the Parties the Order of Procedure, which was duly signed by the Parties on 24 November 2025.

43. On 1 December 2025, the hearing of the present case was held by videoconference. In addition to the Panel and Ms Amelia Moore, CAS Counsel, the following persons attended the hearing:

<u>For the Appellant</u>:	Mr Djaou Hichem (Legal Counsel); Mr Karim Kali (Financial Director of the Club);

Mr Nehan Mehdi (Officer and translator of the Club).

For the Respondent: Mr Dev Kumar Parmar (Legal Counsel);
Mr Manuel Illanes Boguszewski (Legal Counsel);
Mr David Karásek (Legal Counsel);
Mr Opeyemi Badmus (Witness);
Mr Ahmed Falah (Witness).

At the outset of the hearing, the Parties confirmed that they did not have any objection as to the composition of the Arbitration Panel. Furthermore, the Parties confirmed that they raised no objection to any documents drafted in a language other than English, which had not been duly submitted with an official translation, being subject to translation at the discretion of the Panel.

44. During the hearing, the Parties had the opportunity to present their case, to examine and cross examine the witnesses Mr Opeyemi Badmus and Mr Ahmed Falah, to submit their arguments and their final pleadings.

45. At the end of the hearing the Parties expressly declared that they did not have any objections with respect to the procedure and that their right to be heard had been fully respected.

46. On 2 December 2025, the Respondent submitted an English translation of the Constantine Contract. On 8 December 2025, the Appellant objected to the admissibility of this translation and requested that a certified translation be provided.

47. On 9 December 2025, the CAS Court Office informed the Parties that, in accordance with the agreement reached during the hearing, the Panel would rely on its own free translation of the pertinent employment contract for the purpose of citing it, where necessary, in the Arbitral Award. Consequently, the Appellant's request that the Respondent produce a certified English translation of the employment contract was dismissed.

V. SUBMISSIONS OF THE PARTIES

48. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows. The Parties' written submissions, their verbal submissions at the hearing and the contents of the Appealed Decision were all taken into consideration.

A. The Appellant

49. The Appellant made the following requests for relief:

"1. Declare the present appeal admissible and well-founded;

2. Fully set aside the decision rendered by the CRL on 15 May 2025;

3. Declare that CS Constantine did not terminate the contract without just cause;

4. Declare that the unilateral termination of the contract by the player was unjustified and abusive;

5. Dismiss the player's claim for termination compensation;

6. Order the player, where applicable, to bear the arbitration costs and pay compensatory damages to the Club in the amount of DZD 10,000,000 for abusive conduct;

7. Order any other relief that the CAS may deem appropriate and equitable".

50. The Appellant's submissions, in essence, may be summarized as follows:

- The Appellant contends that the Appealed Decision erred in fact and law in awarding compensation for breach of contract to the Respondent and seeks the full annulment of the decision. At the outset, the Appellant maintains that the Respondent acted in bad faith and engaged in fraudulent manoeuvring, rendering any claim for compensation untenable. On the Appellant's case, the draft contract was exploited by the Respondent merely as leverage to secure improved financial terms with his former club, Al-Naft, while simultaneously cultivating a narrative of wrongful non-performance by the Appellant. The Appellant underscores that the Respondent signed a new employment contract with Al-Naft on 29 July 2024, effective 1 August 2024, and only subsequently attempted to backdate or re-date the instrument via a September addendum to conceal overlapping obligations. This conduct, according to the Appellant, evidences an impermissible double contractual commitment and a deliberate attempt to mislead adjudicatory bodies, vitiating any purported loss.

- The Appellant further submits that the Appealed Decision committed a manifest error in attributing responsibility to the Club for "obtaining" the Respondent's Algerian visa. Visa issuance lies exclusively within consular authority; the Club's role is limited to supportive documentation. The Appellant avers that it provided the invitation letter, the draft contract and initiated formal facilitation through national authorities, and that the Algerian consulate approved the visa. The Respondent, however, failed to complete the endorsement process by having the visa affixed to his passport. On this basis, the Appellant argues that any non-performance was attributable to the Respondent's own inaction and that the FIFA DRC's conclusion on visa responsibility misapplies both fact and law.

- As to contract formation and validity, the Appellant relies on Articles 18(1) and 18(4) of the FIFA Regulations on the Status and Transfer of Players, contending that the document relied upon by the Respondent was, at most, preparatory and did not satisfy mandatory formalities. The Respondent expressly requested that negotiations be conducted through his licensed intermediary, yet the draft bore no reference to any agent. The Club further notes that the agreement was never validated at the Club's headquarters, the player never appeared in Algeria to complete mandatory steps such as medical examination or final execution, and communications were conducted solely through the

agent. In the Appellant's submission, these features preclude a finding of a definitive, binding employment contract and, at a minimum, negate liability for termination compensation.

- The Appellant also challenges the quantum awarded as disproportionate and unmoored from any proven damage. The Respondent never entered Algerian territory, never underwent the medical examination, was never registered with the Algerian Football Federation, and never trained with or provided services to the Club. Against that backdrop, an award equivalent to approximately 23.5 months of salary is said to be excessive. The Appellant adds that the Appealed Decision improperly calculated compensation on the gross salary figure contrary to the parties' agreement that statutory deductions would apply, thereby inflating the award in contravention of the contractual terms and the true intent of the parties.

- Finally, the Appellant characterizes the Respondent's overall conduct -maintaining parallel contractual commitments, retroactively manipulating dates, deliberately failing to finalize visa formalities, and prosecuting claims premised on these circumstances- as a breach of good faith and of the principles underpinning contractual stability in the FIFA framework. On that basis, the Appellant seeks dismissal of the Respondent's claim in its entirety, a declaration that any unilateral termination by the player was unjustified and abusive, and an order that the Respondent bear costs and pay compensatory damages to the Club.

B) The Respondent

51. The Respondent made the following requests for relief:

"Prayer 1a: Dismiss the Appeal lodged by CS Constantine in its entirety for being lodged out of time; OR

Alternative Request

Prayer 1b: Dismiss the Appeal lodged by CS Constantine in its entirety; and

In Any Case

Prayer 2: Award the Player DZD 79,402,834.00 (seventy-nine million four hundred two thousand eight hundred and thirty four Algerian Dinars) equivalent to the Player's salary for the duration of the Agreement together with default interest as of 19 November 2024.

Prayer 3: If Prayer 2 is not awarded, confirm and uphold the Decision rendered by the FIFA Dispute Resolution Chamber ("the DRC") on 15th May 2025 (case reference FPSD-17142), including the order for CS Constantine to pay compensation for breach of contract together with default interest as of 19 November 2024; and

Prayer 4: To order CS Constantine to bear all costs of the arbitration, including the CAS administrative and arbitrators' fees, pursuant to Article R64 of the CAS Code, as

well as to bear the legal costs incurred by the Respondent in this matter in the amount of GBP 20,000.00 (Twenty Thousand Great British Pounds); and

Prayer 5: To order SC Constantine to submit a tax clearance certificate for all amounts awarded to the Player; and

Prayer 6: To order that no costs of legal or arbitral proceedings shall be charged on the Respondent; and

Prayer 7: To grant any further or other relief to the Respondent that the Tribunal may deem fit.

The Respondent hereby reserves the right to add (with appropriate reasoning) prayers.".

52. The Respondent's submissions, in essence, may be summarized as follows:

- The Respondent submits that the appeal should be dismissed for inadmissibility and, in any event, for lack of merit.

- First, the Respondent contends that the Appellant failed to comply with essential procedural requirements of the CAS Code by lodging the Statement of Appeal without a valid power of attorney and by not curing this defect within the initial deadline set by the CAS Court Office. According to the Respondent, this omission vitiated the filing and renders the appeal inadmissible.

- Further, even on a *de novo* review, the Appellant has not discharged its burden to demonstrate any error in the Appealed Decision, having merely reiterated arguments already rejected at first instance and offered no new facts, evidence, or legal grounds.

- As to the facts, the Respondent states that a valid and binding employment contract was concluded on 17 July 2024. The Club transmitted a formal employment agreement following a written invitation; the Player signed and returned the contract; and the Club expressly acknowledged receipt and acceptance, thereby perfecting the agreement on all essential terms, including duration and remuneration. The Respondent maintains that the Club then breached its obligations by failing to take the necessary steps to secure the Player's visa/work permit, ceasing all communication without explanation, and contemporaneously signing a replacement centre-back. Despite repeated requests and a final 15-day notice, the Club did not remedy its breach. The Player therefore terminated the contract on 26 August 2024 as a measure of last resort and subsequently signed with Al-Naft SC to mitigate his loss. The Respondent submits that any earlier date appearing on the Al-Naft paperwork is a clerical error cured by addendum and corroborated by surrounding documentation, and that no double employment existed before termination.

- On the merits, the Respondent argues that the contract formation is established under Swiss law and CAS jurisprudence, as the parties agreed on all *essentialia negotii* and the Club acknowledged the Player's acceptance. The Club's post-acceptance withdrawal is ineffective and contrary to good faith and the principle of venire contra factum proprium.

- The Respondent further submits that the Club's failure to obtain and facilitate the visa/work permit and to register the Player constituted a serious breach that deprived the Player of the ability to perform and to access organized football, thereby giving rise to just cause for termination under the FIFA Regulations as an ultima ratio. The Respondent also emphasizes that the Club cannot subject the validity or performance of the contract to the grant of a work permit and cannot shift its own administrative shortcomings to the Player. The Respondent rejects as unsubstantiated the allegations that no binding contract existed, that the Player bore sole responsibility for the visa, that there was double employment, or that the FIFA-awarded compensation was disproportionate.

- As to relief, the Respondent seeks dismissal of the appeal, affirmation of the FIFA DRC decision, and an award of compensation corresponding to the residual value of the contract with default interest, together with costs of the arbitration and legal fees, and an order for the Club to provide a tax clearance certificate for all amounts awarded.

VI. JURISDICTION

53. Article R47 of the CAS Code provides as follows:

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

54. In addition, Article 49.1 of the FIFA Statutes states:

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

55. The jurisdiction of CAS, which is not disputed by the Parties, is based on the abovementioned provisions. In addition, the Parties confirmed the jurisdiction of CAS by signing the Order of Procedure.

56. The Panel, therefore, is satisfied that CAS has jurisdiction over this dispute.

VII. ADMISSIBILITY

57. 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 of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late".

58. Article 50.1 of the FIFA Statutes provides that:

"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".

59. It is undisputed that the appeal was filed within the 21 days set by Article 50.1 of the FIFA Statutes. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

60. The Respondent objects to the admissibility of the appeal on the ground that the Appellant failed to file a valid power of attorney ("PoA") together with its Statement of Appeal and did not comply with the initial deadline set by the CAS Court Office to regularise this omission. The Respondent emphasizes that, pursuant to Article R30 of the CAS Code, parties represented by counsel must provide written confirmation of such representation, and that this requirement is a fundamental procedural safeguard. The Respondent contends that the omission vitiated both the Statement of Appeal and the Appeal Brief, the latter also having been filed before the PoA was on the CAS record. According to the Respondent, the defect was not rectified within the first deadline, and the late submission cannot retroactively validate prior procedural acts. In the Respondent's view, the appeal is therefore inadmissible and the proceedings should be terminated.

61. The Appellant submits that the lack of an accompanying PoA was a formal irregularity that was promptly cured within the time afforded by the CAS Court Office. The Appellant recalls that the CAS Court Office—after initially inviting it on 22 July 2025 to provide a PoA by 28 July 2025—reiterated the request on 30 July 2025 and fixed a final deadline of 1 August 2025. The Appellant filed the PoA on 31 July 2025 through the e-filing platform and by email, together with clarifications as to the filing sequence. The Appellant stresses that the Statement of Appeal itself was filed within the applicable 21-day time limit and that the PoA requirement under Article R30 is not an element of the time limit for appeal under Article R49, but a curable formal requirement which the CAS Court Office is empowered to regularise under the CAS Code. The Appellant further notes that the CAS Court Office received and circulated the Appeal Brief, managed the exchange of submissions, and transferred the file to the Panel, all of which confirms that the procedural irregularity was treated as remediable and was in fact remedied without prejudice to the Respondent.

62. It is undisputed that the Statement of Appeal was filed within the 21 day time limit from notification of the grounds of the challenged decision. The Respondent's objection does not therefore concern a tardy appeal in the sense of Article R49 of the CAS Code, but rather the absence of a PoA at the time of filing. In this regard, Article R30 of the CAS Code provides that a party represented by counsel "*shall provide written confirmation of such representation*" to the CAS Court Office. When a required element is missing upon filing, the CAS Code and the standard practice of the CAS Court Office contemplate the possibility of curing such deficiencies within a short deadline. This is reflected here by the CAS Court Office's correspondence of 22 July 2025 inviting the Appellant to file a PoA by 28 July 2025 and, subsequently, by its correspondence of 30 and 31 July 2025 setting a final deadline of 1 August 2025. The record shows that the Appellant uploaded

a duly signed PoA on 31 July 2025 via the CAS e-filing platform and followed up by email.

63. In the Panel's view, the omission at issue is a formal and, by nature, remediable defect. The function of Article R30 of the CAS Code is to ensure that the person purporting to act for a party is duly authorised. Once the authorisation is supplied within the time afforded by the CAS Court Office, the purpose of the provision is fulfilled. The Panel sees no basis in the CAS Code to equate an initial failure to append a PoA with a late appeal under Article R49 of the CAS Code. Nor does the Code provide that a failure to meet a first regularisation deadline irreversibly taints the appeal when, as here, the CAS Court Office issued a further clear instruction fixing a final deadline and the Appellant complied with it.

64. The Panel shares the arguments established in CAS 2015/A/3959 CD Universidad Católica & Cruzados SADP v. Genoa Cricket & Football Club, award of 27 November 2015, that decided as follows:

"(i) Is it mandatory to submit the power of attorney within the prescribed time limit?

129. The PILA gives little guidance on the matter. Article 181 of the PILA provides that "the arbitral proceedings shall be pending from the time when one of the parties seizes with a claim either the arbitrator or arbitrators designated in the arbitration agreement or, in the absence of such designation in the arbitration agreement, from the time when one of the parties initiates the procedure for the appointment of the arbitral tribunal". 130. Article 181 of the PILA, thus, does not deal with the formal requirements of the initiation of arbitral proceedings. 131. Article 182 of the PILA provides:

> *"The parties may, directly or by reference to rules of arbitration, determine the arbitral procedure; they may also submit the arbitral procedure to a procedural law of their choice.*
>
> *If the parties have not determined the procedure, the arbitral tribunal shall determine it to the extent necessary, either directly or by reference to a statute or to rules of arbitration".*

132. In the case at hand, the Parties – by choosing the CAS as the competent arbitral tribunal – have implicitly submitted their dispute to the rules of the CAS Code. Article R30 of the CAS Code provides that "any party represented by an attorney or other person shall provide written confirmation of such representation to the CAS Court Office". However, Article R30 of the CAS Code is silent on the question when such written confirmation must be submitted to the CAS Court Office. Also, Article R48 of the CAS Code that deals with the (mandatory) requirements of the statement of appeal does not explicitly list the power of attorney. The Panel therefore holds that a power of attorney does not need to be attached to the statement of appeal in order to comply with the 21-day deadline to file the appeal.

(ii) Is it mandatory that the legal representative is duly authorized by the party in whose name the appeal is lodged?

133. In the case at hand the Respondent puts into question that the power of attorney presented by the First Appellant had actually been issued on 26 February 2015, i. e. before filing the appeal. The Panel finds that it does not need to decide this question as the First Appellant has duly authorized the filing of the appeal ex post in any event. That such authorization has effects ex tunc is corroborated by the jurisprudence of the SFT and by Swiss legal literature (SFT 4A_150/2013, E 3.2.; STAEHLIN/SCHWEIZER, in SUTTER SOMM/HANSEBÖHLER/ LEUENBERGER (eds.), Kommentar zur Schweizerischen Zivilprozessordnung, 2nd ed., Zurich 2013, Article 68 No. 28) in the context of state court proceedings. In taking reference to these sources of law this Panel acts within the limits of its authority (Article 182 para. 2 of the PILA), since neither the agreement of the Parties nor the provisions of the CAS Code provide any guidance on this matter".

65. For the avoidance of doubt, the Panel does not accept the proposition that the subsequent filing of a PoA "*cannot retroactively validate*" prior acts. The regularisation mechanism exists precisely to confirm the authority of counsel for the proceedings, and once such authority is established within the timeframe set by the CAS Court Office, prior procedural steps taken by the same counsel in furtherance of the party's case do not require duplication absent demonstrated prejudice. To hold otherwise would elevate form over substance and undermine the orderly administration of justice under the CAS Code.

66. Finally, the Respondent has identified no concrete prejudice arising from its allegation. The Respondent at all times had full opportunity to be heard, to file submissions and evidence, and to raise objections—indeed, he did so. In keeping with the principles of procedural economy, proportionality, and the Parties' right to be heard, the Panel considers that striking the appeal on this ground would be a disproportionate response to a defect that was regularised within the final deadline set by the CAS Court Office and that caused no material prejudice.

67. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

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

"The Panel shall decide the dispute according to the applicable regulations and 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

69. Article 49.2 of the FIFA Statutes provides that:

"2. The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".

70. CAS panels have interpreted Article R58 of the CAS Code as follows (CAS 2017/A/5465, 2017/A/5374, CAS 2018/A/5624, etc.):

"*Pursuant to Article R58 of the Code, in an appeal arbitration procedure before the CAS, 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". It follows from this provision that the "applicable regulations", i.e. the statutes and regulations of the sports organisation that issued the decision (here FIFA) are applicable to the dispute irrespective of what law the Parties have agreed upon. In the Sole Arbitrator's view, the Parties cannot derogate from this provision if CAS retains jurisdiction which is the case here. To conclude, therefore, the Sole Arbitrator finds that Article R58 of the Code takes precedent over the direct choice-of-law clause contained in the Parties' agreements and that, thus, the FIFA rules and regulations apply primarily*" (para. 57, CAS 2017/A/5374; para. 57, CAS 2018/A/5624).

71. The Panel notes that the Appellant has not identified any specific law applicable to the merits of the dispute. Notwithstanding this omission, the Panel observes that the Appellant's submissions rely predominantly on the FIFA Regulations on the Status and Transfer of Players ("RSTP"), invoking their provisions and underlying principles as the principal normative framework for the resolution of the issues in dispute.

72. The Respondent submits that the applicable law is primarily the FIFA Regulations, in particular the RSTP, and subsidiarily Swiss law, in accordance with Article R58 of the CAS Code and Article 49 of the FIFA Statutes.

73. Therefore, Article R58 of the CAS Code and Article 49.2 of the FIFA Statutes apply in full, and the Panel shall apply primarily the FIFA Regulations, namely the RSTP, and additionally Swiss Law, since this is "*(…) the law of the country in which the federation,* association *or sports-related body which has issued the challenged decision is domiciled*" (which, in this case, is FIFA which is domiciled in Switzerland).

IX. EVIDENTIARY PROCEEDINGS

74. On 28 October 2025, the Appellant submitted new evidence consisting of a telegram dated on 15 July 2025 from the Embassy of Algeria in Baghdad (Iraq) to the Ministry of Foreign Affairs and the National Community Abroad and Directorate General of Consular Affairs in relation to the visa application of the Player (the "New Evidence").

75. On 3 November 2025, after having heard the Parties, the CAS Court Office informed the Parties that the Panel had decided to declare the New Evidence inadmissible and that the reasons would be explained in the award. Thus, the reasoning of the Panel is the following:

The Panel addresses, as a preliminary matter, the Appellant's attempt to file new evidence dated 15 July 2025, which was not enclosed with either its Statement of Appeal or its Appeal Brief. The Respondent has objected to the admission of this material.

Under Article R56 of the CAS Code, the production of new evidence after the filing of the Appeal Brief is, in principle, inadmissible unless one of the narrow exceptions applies, namely the consent of the other party or the existence of exceptional circumstances justifying such late filing as authorized by the Panel. These requirements absent consent, the proponent of the evidence bears the burden of demonstrating the exceptional character of the circumstances that would warrant a departure from the ordinary preclusive regime.

In the present case, the Appellant has not secured the Respondent's consent. Nor has the Appellant substantiated the presence of any exceptional circumstances that would justify admitting the evidence at this stage of the proceedings. The Appellant has not shown that the evidence was unavailable despite due diligence prior to the filing of the Statement of Appeal or the Appeal Brief, that it responds to unforeseen developments in the arbitration, or that it is otherwise necessary to preserve the parties' equality of arms or the integrity of the proceedings. On page 3 of its Appeal Brief, the Club submits that "*an investigation conducted by the Club with the Consulate General of Algeria in Baghdad revealed that the player had indeed received visa approval but never completed the procedure by having the visa affixed to his passport*." This assertion suggests that the Club was aware of the existence of the New Evidence at the time of filing its Appeal Brief, yet did not consider it necessary to submit this document in support of its allegations or to reserve its right to file such evidence at a later stage.

The Panel notes that Article R56 of the CAS Code is designed to ensure procedural economy, fairness, and the orderly conduct of the arbitration; its exceptions are construed restrictively and are not a vehicle for tactical supplementation of the record after the expiry of the applicable deadlines.

The Panel further notes that, on page 6 of its Appeal Brief, the Appellant refers to correspondence indicating that the Player had applied for a visa and received approval. However, the Appellant did not offer any explanation as to why it was not in a position to file this evidence together with its Appeal Brief, nor did it reserve the right to submit that correspondence, nor did it seek leave at the time of filing to introduce it at a later stage. A mere reference in the narrative to the existence of documents, without an accompanying reservation of rights or a timely application under Article R56 of the CAS Code specifying the documents and the grounds for their belated submission, does not satisfy the CAS Code's requirements. The Panel does not consider that a subsequent attempt to introduce such correspondence, absent consent and in the absence of any exceptional circumstances, can cure this defect.

76. Accordingly, the Panel concludes that the conditions of Article R56 of the CAS Code are not met. The Respondent's objection is upheld. The Appellant's submission of new evidence dated 15 July 2025 is rejected as inadmissible and will not form part of the arbitration record.

X. MERITS

A. Object of the case

77. Before addressing the legal issues at stake, the Panel deems it useful to clarify the scope of the appeal and review.

78. This dispute concerns the existence, validity, and enforceability of the Constantine Contract and the lawfulness of the Player's termination before expiry. The Panel must determine (i) whether a valid and enforceable contract bound the Parties; (ii) whether the Player had just cause to terminate prior to expiry; and (iii) the financial consequences, if any, of such termination.

79. In addressing these issues, the Panel will examine the applicable contractual and regulatory framework, the Parties' conduct in performance, and the circumstances of the termination.

80. Consequently, the legal issues to be decided by the Panel are the following:

- Whether the Club and the Player were bound by a valid and enforceable employment contract.

- Did the Player have just cause to terminate the Constantine Contract prior to its expiry?

- What compensation, if any, is payable as a consequence of the Player's early termination of the Constantine Contract?

B. Whether the Club and the Player were bound by a valid and enforceable employment contract (the "Constantine Contract")

81. The Panel is satisfied, on the basis of the record and the Parties' submissions, that a valid and binding employment relationship existed between the Parties and that such relationship was effective as from the date on which the Player executed the employment contract, i.e., from 17 July 2024 when the Player returned the employment contract duly signed following the Club's request.

82. According to Article 1 para. 1 and Article 2 para. 1 of the Swiss Code of Obligations ("SCO"), an agreement is concluded only if the parties have, reciprocally and by mutual assent, expressed their common intent on all essential points. The contract sent by the Club to the Player was a complete employment contract using the standard official form of the Algerian Football Federation and the Algerian Football League, under the name of "*Player Contract*", that included all the points objectively essential (*essentialia negotii*) for an employment contract, such as the identity and the position of the parties, parties' obligations, remuneration, duration and dispute resolution. Moreover, when the Club sent the employment contract, it expressly requested the Player to sign and return it to the Club.

83. Even in the event of considering the employment contract sent by the Club to the Player as a mere offer, *quod non*, the Panel notes that according to Article 5 of the SCO the Club is bound by such offer. Article 5 of the Swiss Code of Obligations, states as follows:

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

84. In the case at hand, the Club's offer remained binding within the reasonable response period, and the Player's duly executed acceptance perfected the agreement within that timeframe. The formation of a contract requires, in substance, an offer and an acceptance, and those elements are present. The Player's signature constituted unambiguous assent to the terms proposed, and the reciprocal obligations of employment and remuneration furnished the requisite consideration. Accordingly, the Panel is comfortably satisfied of the existence of a clear offer by the Club and an unequivocal acceptance by the Player, manifested by the Player's signature on the contractual document.

85. The Panel finds no credible evidence of any outstanding condition precedent that would have deferred the contract's effectiveness beyond the Player's execution. To the contrary, the language of the contract, read in context and in light of the Parties' contemporaneous communications and conduct, indicates that the agreement was intended to take effect upon signature by the Player. The fact that certain administrative or regulatory formalities may have been contemplated or subsequently pursued—such as registration, licensing, medical examinations, work authorization—does not derogate from the *inter partes* validity of the employment contract or delay its entry into force, absent a clear and express suspensive condition. This is reinforced by Article 18.4 of the RSTP, which states: "*The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit*".

86. The Panel attaches weight to the Parties' post-signature conduct, which is consistent with recognition of a binding employment relationship. The Club did not timely and unequivocally repudiate the contract or identify any legal impediment to its validity. Not even when the Club received the final notice did it deny the existence of a contract. Such conduct corroborates contract formation.

87. Finally, any formal arguments raised as to alleged defects of form, such as the absence of specification of the Player's football agent, are unpersuasive. Especially, taking into consideration that the Club drafted and presented the contract.

88. Accordingly, the Panel concludes that the Parties were bound by a valid employment contract (the Constantine Contract), which entered into force and was fully effective from the date of execution by the Player. All rights and obligations arising under that contract are therefore to be assessed by reference to that effective date and the contract's terms.

C. Did the Player have just cause to terminate the Constantine Contract prior to its expiry?

89. Article 14(1) of the RSTP reads as follows:

"*A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause*".

90. Historically, the RSTP did not define what constituted "just cause" and the assessment of its existence or not was made on the basis of Article 337(2) of the SCO that provides as follows: "*In particular, good cause is any circumstance which renders the* continuation *of the employment relationship in good faith unconscionable for the party giving notice"*.

91. In CAS 2006/A/1180 (para. 25-26 of the abstract published on the CAS website) the Panel summarized the applicable legal framework of the notion of just cause:

"*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).

The non-payment or late payment of remuneration by an employer does in principle - and particularly if repeated as in the present case - constitute "just cause" for termination of the contract (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; CAS 2003/O/540 & 541, non-public award of 6 August 2004); for the employer's payment obligation is his main obligation towards the employee. If, therefore, he fails to meet this obligation, the employee can, as a rule, no longer be expected to continue to be bound by the contract in future. Whether the employee falls into financial difficulty by reason of the late or non-payment, is irrelevant. The only relevant criteria is whether the breach of obligation is such that it causes the confidence, which the one party has in future performance in accordance with the contract, to be lost. This is the case when there is a substantial breach of a main obligation such as the employer's obligation to pay the employee. However, the latter applies only subject to two conditions. Firstly, the amount paid late by the employer may not be "insubstantial" or completely secondary. Secondly, a prerequisite for terminating the contract because of late payment is that the employee must have given a warning. In other words, the employee must have drawn the employer's attention to the fact that his conduct is not in accordance with the contract (see also CAS 2005/A/893; CAS 2006/A/1100, marg. no. 8.2.5 et seq.)".

92. The FIFA "Commentary on the Regulations on the Status and Transfer of Players" (2023 edition) summarizes the CAS jurisprudence as to "just cause":

"A contract may only be terminated prior to the expiry of the agreed term where there is a valid reason to do so.152 In several awards, CAS has drawn a parallel between the concept of "just cause" as defined in article 14, Regulations and the concept of "good cause" in article 337 paragraph 2 of the Swiss Code of Obligations (SCO). Good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties. When assessing whether a unilateral contract termination is justified, the following general criteria must be applied, considering the specific circumstances of each individual matter:

- *Only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract.*
- *In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.*
- *The termination of a contract should always be an action of last resort (an ultima ratio" action)".*

93. On 22 December 2024, the Bureau of the FIFA Council approved a provisional regulatory framework that includes several amendments to the RSTP and the Rules Governing the Procedures of the Football Tribunal. Specifically, the definition of "just cause" was introduced in Article 14(1) of the RSTP, that reads as follows:

"A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. ***In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship****".*

(Emphasis added).

94. As explained in the FIFA Circular Letter 1917 of 23 December 2024 and the "*Explanatory notes*" attached to it, "*This amendment represents no change in practice. Rather, it codifies the established jurisprudence of the Football Tribunal and its precursors. Adding this wording will give stakeholders that may not be familiar with this practice more clarity and predictability, and it will reinforce the fact-specific approach of the Football Tribunal when determining whether there is just cause in a particular case*" (paragraph 27).

95. Furthermore, pursuant to the well-established CAS jurisprudence, only material breaches of an employment contract constitute just cause for its termination provided that sufficient warning has been given to the party in breach. The breach must be material in the sense that, in the circumstances of the breach at stake, the other party cannot be expected to continue the contract while the first party is in breach (CAS 2004/A/587; CAS 2006/A/1180; CAS 2006/A/1100; and CAS 2011/A/2567).

96. In the case at hand the Panel notes that three interlocking elements are decisive in this case: first, the Club's failure to discharge its core obligation to facilitate, diligently and effectively, the Player's entry and work authorization in Algeria; second, the Club's cessation of communications—*after* 23 July 2024 at the latest—with the Player's agent and its failure to return the countersigned contract; and third, the Club's silence in the face of a formal default notice granting a reasonable cure period, which went unanswered and unremedied.

97. As to the allocation of responsibility for immigration formalities, the Panel notes that the contract was concluded on 17 July 2024, when the Player returned a signed copy of the Club's standard-form *employment* agreement and the Club expressly acknowledged receipt and stated "*we are waiting for you*". As explained above in paragraph 82, from that moment, the "*essentialia negotii"* were agreed and mutual intention to be bound was manifest, with no reservations as to formation remaining outstanding.

98. Once the employment relationship came into force, the Panel considers that it was incumbent upon the Club to take the necessary steps to facilitate the Player's work permit/visa in a timely and effective manner so that he could enter Algeria and be integrated into the squad. The Appealed Decision correctly emphasized that, notwithstanding procedural involvement by consular authorities, the employer bears the general obligation to secure the administrative preconditions for the player's performance and, in any event, may not make the validity of the contract conditional on the grant of a visa (Article 18(4) RSTP). The Club's failure to obtain or secure the Player's visa, despite repeated reminders, constituted a breach of its obligations.

99. The record shows that the Player completed his embassy filings and repeatedly urged the Club to liaise with the Algerian authorities; the Club has not credibly demonstrated diligent follow-up or any effective action to completion, nor has it discharged its burden to prove that any alleged consular approval was in fact issued and communicated in good time to the Player for affixation and travel. On the contrary, the contemporaneous correspondence evidences that, after initial assurances, the Club did not progress matters and then fell silent.

100. The Panel also attaches significant weight to the Club's communications with the Player. The Club ceased replying to the Player and his agent as of 23 July 2024 despite being repeatedly prompted about the visa and integration steps, and it did not return a countersigned version of the already acknowledged contract. These events support the inference that the Club no longer intended to integrate the Player or to perform the concluded agreement. This pattern of non-communication and non-cooperation undermined the mutual trust necessary for the performance of the employment relationship and is incompatible with the Club's duty of good faith performance under both FIFA regulations and Swiss law.

101. The Panel rejects the allegation of bad faith on the part of the Player. On the record before it, the Panel is satisfied that the employment contract with Al-Naft was concluded on 1 September 2024, and that the earlier date of 29 July 2024 appearing on the Second Al-Naft Contract resulted from a clerical or administrative error. This conclusion is supported by the *Addendum* executed on 17 September 2024, which expressly corrects the effective date, as well as by the sworn declaration of the Player's agent and the Al-Naft representative attesting to the chronology of events and the circumstances giving rise to the erroneous date. In addition, contemporaneous travel evidence confirms that the Player only arrived in Iraq by air towards the end of August 2024, which is consistent with the contract having been agreed at the end of August or early September and contradicts any suggestion of an earlier engagement or performance under the alleged July instrument.

102. On the totality of the evidence, there is no indication -direct or circumstantial- that the Player entered into negotiations with Al-Naft during the subsistence of his Constantine Contract. To the contrary, the Player's agent credibly declared that Al-Naft only offered the Player a new contract after the termination of his contractual relationship with Constantine.

103. In these circumstances, the Panel is satisfied that the factual background does not sustain parallel negotiations, or any other conduct that could amount to bad faith. The irregular dating on the initial documentation is fully explained by the rectification and does not, in and of itself or in combination with any other element on file, rise to the level of probative evidence of misconduct. Accordingly, the claim that the Player acted in bad faith is dismissed.

104. Finally, the Player afforded the Club a clear and reasonable opportunity to cure its breach. On 9 August 2024, the Player served a formal default notice granting fifteen (15) days for the Club to complete the requisite administrative steps and integrate him; the Club did not respond and did not remedy its breach by the deadline. The requirement that termination be an ultima ratio measure is therefore satisfied. The Player acted

proportionately and in good faith, issuing a formal warning and allowing a meaningful grace period, which elapsed without any corrective action by the Club.

105. In sum, considering the legal notion of just cause and the facts established with the requisite degree of comfortable satisfaction, the Panel concludes that: (i) the Club materially breached its obligations by failing to facilitate and obtain the Player's visa/work permit and by ceasing communications necessary to give effect to the concluded contract; (ii) the Player issued a proper warning and allowed a reasonable cure period that went ignored by the Club; and (iii) at the time of termination, the continuation of the employment relationship could no longer reasonably and in good faith be expected. The Player's unilateral termination of 26 August 2024 was therefore with just cause.

D. What compensation, if any, is payable as a consequence of the Player's early termination of the Constantine Contract?

106. The Appellant does not dispute the calculation of the compensation and does not seek any reduction of the amount determined by the FIFA DRC, even on a subsidiary basis. Conversely, in *Prayer 2* of its Answer, the Respondent requests that the compensation be calculated exclusively on the basis of the residual value of the Constantine Contract, without any mitigation whatsoever and if *Prayer 2* is nor granted, to confirm the compensation awarded by the Appealed Decision.

107. The Panel clarifies that it lacks the procedural power to entertain the Respondent's *Prayer 2* -by which the Player seeks DZD 79,402,834 (seventy-nine million four hundred two thousand eight hundred and thirty-four Algerian dinars), together with default interest as of 19 November 2024- in these appeal proceedings.

108. Since the 2010 revision of the CAS Code, respondents in CAS appeals cannot file counterclaims. A respondent wishing to alter the *decisum* in its favour must file an independent appeal within the applicable time limit; it cannot seek to overturn the first-instance decision by way of an answer in the appeal filed by the opposing party. CAS Awards have applied this rule, holding that any party seeking to challenge the first-instance outcome must lodge its own appeal within time. The Respondent did not do so.

109. Thus, portions of the Appealed Decision not challenged by a timely appeal are final and binding for the non-appealing party. The failure to appeal within the preclusive time limit renders the decision *res judicata* as between the parties to that extent. The Panel cannot revisit or enlarge unappealed portions of a decision in favour of a non-appealing party. The Respondent did not file an appeal against the Appealed Decision. As a result, any attempt to obtain a different or greater award than that rendered by FIFA is barred by *res judicata*. Entertaining *Prayer 2* of the Answer would amount to revisiting and modifying a final and binding dispositive part of the Appealed Decision, contrary to the finality principle recognised in CAS procedure.

110. Finally, in CAS appeal proceedings, where only one party has appealed, the Panel's *de novo power* of review under Article R57 of the CAS Code remains subject to

fundamental limits, including the principle that the appellant is not to be placed in a worse position than under the appealed decision. By seeking a substantially higher amount than awarded by FIFA -DZD 79,402,834 plus default interest- *Prayer 2* would worsen the Appellant's position beyond the appealed decision and thus contravene this principle.

111. For the foregoing reasons Respondent's *Prayer 2* is inadmissible and the Panel disregards it in its entirety. The Respondent is confined to seeking dismissal of the appeal but cannot obtain an affirmative modification of the Appealed Decision in his favour within these proceedings.

112. With regard to the calculation of the compensation, Article 17(1) i) and ii) of the RSTP states as follows:

"i). in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;

ii) In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract".

113. In accordance with Article 17 of the RSTP, the compensation due in the event of termination of contract by a Player with just cause shall be calculated with due consideration to the principle of mitigation. The injured party is therefore under an obligation to take reasonable steps to limit the damages resulting from the early termination. Consequently, any compensation awarded shall be reduced by the amount the injured party has earned in case he signs a new employment contract, through diligent efforts during the relevant period. The arbitral tribunal, in determining the final amount of compensation, shall duly assess all circumstances, including the extent to which the injured party has fulfilled its duty to mitigate the loss, in accordance with the applicable regulations and established jurisprudence.

114. The Panel is satisfied that the compensation recognized by the Appealed Decision is legally correct, both as to principle and quantum, and should be upheld. The consequences of the breach and the quantum of compensation were determined in conformity with Article 17 of the RSTP and the principle of positive interest. Absent a liquidated damages clause, the starting point is the residual value of the contract from the date of termination to the agreed end date. The Appealed Decision correctly identified a residual value of DZD 79,402,834, representing 23.5 months at DZD 3,378,844 per month, from mid-July 2024 to 30 June 2026.

115. Moreover, the Appealed Decision properly applied the duty to mitigate and offset the Player's earnings under his subsequent employment agreement. The Player concluded a new contract with Al Naft FC, generating overlapping income equivalent to approximately DZD 18,178,759.96, which has been duly deducted.

116. Accordingly, the compensation recognized by the FIFA DRC -DZD 61,224,074.04 plus interest at 5% p.a. from 19 November 2024- stands as correct and is hereby upheld.

XI. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 3 July 2025 by CS Constantine against the decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 15 May 2025 is dismissed.

2. The decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal on 15 May 2025 is confirmed.

3. (…).

4. (…).

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

Seat of arbitration: Lausanne, Switzerland
Date: 6 March 2026

THE COURT OF ARBITRATION FOR SPORT

Kepa Larumbe
President of the Panel

Patrick Grandjean
Arbitrator

Takuya Yamazaki
Arbitrator