

CAS 2025/A/11269 MFK Vyškov A.S. v. Fahad Aziz Bayo

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition

Sole Arbitrator: Mr Lars Hilliger, Attorney-at-Law, Copenhagen, Denmark

in the arbitration between

MFK Vyškov A.S., Vyškov, Czech Republic

Represented by Mr Juan Manuel López Ruíz, Mrs Regina Vargas Rojo and Mr Diego Del Alizal Hernández, Attorneys-at-Law, Mexico City, Mexico

Appellant

and

Fahad Aziz Bayo, Uganda

Represented by Mr Timothy Kajja, Attorney-at-Law, Kampala, Uganda

Respondent

I. PARTIES

1. MFK Vyškov A.S. (“MFK” or the “Club” or the “Appellant”) is a professional football club based in Vyškov, Czech Republic. The Club, which is currently participating in the Czech Football Second Division League, is affiliated with the Czech Football Association (the “CFA”), which in turn is affiliated with the Fédération Internationale de Football Association (“FIFA”).
2. Mr Fahad Aziz Bayo (the “Player” or the “Respondent”) is a professional football player of Ugandan nationality.
3. The Player and the Club are hereinafter collectively referred to as the “Parties”, where applicable.

II. FACTUAL BACKGROUND

A. Background facts

4. Below is a summary of the main relevant facts as established on the basis of the Parties’ written and oral submissions and the evidence examined in the course of these proceedings. Additional facts and allegations found in the Parties’ submissions may be set out, where relevant, in connection with the further legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, the award only refers to the submissions and evidence the Sole Arbitrator considers necessary to explain his reasoning.
5. On 27 September 2022, the Player and the Club entered into an Employment Contract (the “Employment Contract”) valid as from 1 January 2023 until 31 May 2025.
6. The Employment Contract, stated, *inter alia*, as follows:

[...] III. Rights and Obligations of Player

1. The Player agrees to:

- a) attend club training sessions, training camps and matches, to the best of his abilities;*
- b) be governed by the set time and organisational schedules arising from his participation in the club in individual competitions;*
- c) follow the directions and instructions of coaches and members of the coaching team, help them maintain discipline at the club, act in the spirit of moral principles in public, strengthen the good name and reputation of the club;*
- d) take care of his health and physical fitness, observe the principles of a professional athlete’s daily regimen, proper nutrition and diet, hygiene, recovery and rehabilitation, submit to all established therapeutic procedures, and avoid the use of doping in any form;*

[...]

h) comply with all instructions and internal regulations of the club;

i) accept and be governed by the decisions of club bodies and management;

[...]

m) immediately inform the club in the case of illness or injury and, except in urgent cases, undergo no medical treatment without first informing the club doctor;

[...]

5. The Player is entitled to express disagreement with a disciplinary decision by the club, with the participation of the captain of the team in which he is currently carrying out sporting activities or the representative of the player's union; the player is also entitled to appeal this decision to the statutory body of the club or to other body determined by the disciplinary regulations of the club.

[...]

VI. Remuneration and Payment Conditions

1. The parties declare that the player's remuneration and its individual components and payment terms are in Annex No. 1 of this contract.

2. The basic monthly remuneration of the Player according to the Art. 1 of the Annex No. 1 to this contract is due at the latest by 20th day of the month following the month, for which the Player is entitled to the basic monthly Player. The player is obliged to provide the club with the invoice fulfilling all requirements according to this contract and the law (hereinafter referred to as "the invoice") on the 15th day of the month following the month, for which the Player is entitled to receive the basic monthly remuneration and the bonus for results. In case the player shall not provide the Club with the Invoice in due time according to the previous sentence, the due date of the basic monthly remuneration shall be 10 days after the Club receives the proper Invoice from the player. [...]

VII. Sanction Arrangements

1. If the player is in breach of any obligations to which he is bound based on this contract, the club may request payment of fines in relation to the seriousness of the infraction, in accordance with the club's disciplinary regulations, and after a procedure in which the Player's right to be heard and defence shall be guaranteed.

[...]

IX. Termination of Contract.

1. The validity of the contract shall end:

[...]

d) by immediate termination by the Club in the following cases:

- the Player uses doping or any other banned substance or is tested positive for any banned substance, or
- the Player personally or through other person involves himself in betting, games and competitions related to the results of the matches of the Club, or
- despite receiving a written notice from the Club the Player repeatedly breaches his obligations arising from this contract.

2. The contracting parties are also authorized to terminate the Contract in compliance with the applicable provisions of the FIFA regulations about the status and transfers of players, as amended from time to time.“

7. Furthermore, Annex No. 1 to the Employment Contract stated, *inter alia*, as follows:

“1. The Club undertakes to pay to the player for a proper fulfilment of the obligations according to this contract a **basic monthly remuneration** in the amount of **4000 USD** (in words: four thousand dollars); increasing to the amount of **5000 USD** for the season 23/24, 24/25, and 25/26.

2. The Club undertakes to provide to the Player a signing fee in the amount of **55,000 USD** to be paid per the following schedule; **20,000 USD** to be paid on signature of this agreement, **20,000 USD** to be paid on receipt of long term sports visa, AND arrival into Czech Republic, **15,000 USD** to be paid after scoring twenty (20) official first team goals.

3. The Club undertakes to provide to the Player the housing during the validation of this contract.

4. The Club further undertakes to pay to the player team bonuses for final results in the domestic competitions organized by LFA or FACR) according to the decisions of the board of directors of the Club, due and payable based on the decision of the board of directors of the Club.

5. To avoid any doubts both contracting parties declare that all the payments mentioned in this contract are meant without the VAT (value added tax) in the statutory rate; the VAT will be added to the amounts mentioned in this contract at the statutory rate. [...]"

8. On 4 January 2024, and following an international break, the Club wrote to the Player as follows: *Bayo! Where are you? Your team has already started with training and you are not back”.*

9. During the next days, the Parties had the following correspondence:

5 January 2024:

Player: *Boss not like am not ready to come back am gonna do so but am still on medication plus the injection I always go to the hospital so am waiting for them*

to get done and another thing Boss when I went back to the national team they didn't give me a return ticket.

Club: *Ok we can buy but you have to pay it cash from your salary.*

Player: *But I came back with the national team.*

Club: *When will you be healthy to go back? Bayo we will buy you the ticket and we will lower the december salary from this.*

Player: *The doctors are working there level best for me to be better.*

Club: *Do you know when?*

6 January 2024:

Player: *I don't know yet because the doctor has to give me the final results this coming week he gave me an appointment this coming Friday then I will travel after getting the results Boss.*

I do receive medication and injections at the same time that's the problem and I can't quit them is only the Doctor to give me the final report.

Club: *Ok. Take care and we hope you will be fine soon. What disease did you have?*

10. On 12 January 2024, the Club made another attempt to contact the Player, but without any response, and on 18 January 2024, the Club forwarded to the Player a link to an online meeting with Zlin Football Club; a Czech First Division club, which was apparently interested in the Player.

11. Also on 18 January 2024, the Club sent the Player a flight ticket for his return to Vyškov scheduled for 20 January 2024, and on 21 January 2024, the Club informed the Player as follows:

“Hello Bayo. I need to inform you that Zlin has cancelled the contract. The reason is that you came late. Our coach will contact to about next step.”

12. On 30 January 2024, the Player wrote to the Club as follows:

“I did not receive my December salary. I don't know if your aware of it thanks.”,

and on the following day, the Club and the Player had the follow correspondence:

Club: *Hello Bayo. The situation is like this. We were happy we had offer from Zlin. You could play 1st league now. Thanks you came late – they cancelled it. Now we have too many non EU players in Vyskov. We didnt count with you as we thought you will be in Zlin. Now I have great offer to go on loan to Prostějov. You will be striker number one and you will play a lot! t is good chance to show what is in you. In summer - we will do another transfer to 1st league.*

A) b team in vyskov now

B) full play in Prostejov.

Player: Boss have gone through all your messages and know one is misleading me because I work with a team and me also as a person I decide me coming back to Vyskov I knew that am gonna work with Vyskov not going to zlin since the deal collapsed and for now am not buying any offer somewhere else because am a player of MFK vyskov and I wanna stay on the first team me coming to Vyskov I didn't know that there is team B so if the team isn't interested in my services again we'll and good then team should do the need and I see my way forward because I need we're am standing for now and another all discussions are being made of taking me to other teams without me being updated and I can't buy that anymore so please Boss if the first team isn't interested in my services we'll and good they should do the needful and we jump on another because I need to know where am standing for now thanks.

Club: Bayo. It is normal to loan players. Even chelsea is sending players on loan. I am telling you and you should trust me. In Prostejov you will get maximum minutes on field in our league. In Vyskov...we have too many non eu players. Only 5 can be on roster.

13. On 2 February 2024, the Player wrote to the Club as follows:

“Thanks very much Boss have received my salary but the money came less I know it might be because of the ticket but I just wanted to know how much did the ticket cost \$ according to what I received thanks very much”

and later on the same day, the Club forwarded the requested information to the Player.

14. By letter of 22 May 2024 from the Federation of Uganda Football Association (the “FUFA”), the Player was invited to be a member of the national team for two matches in the FIFA World Cup 2026 Preliminary Competition African zone scheduled for 7 and 10 June 2024 and to be a part of the preparatory camp commencing on 30 May 2024 in Uganda.
15. These matches were played after the end of the Czech football season, and according to the Player, he requested the Club, and was granted permission, to take his holidays following these matches.
16. On 31 May 2024, the Player informed a Club employee named Adam Stloukal (“Adam”) about his return ticket for a flight on 5 July 2024, following which Adam sent the Player a bus ticket from the airport for the Player’s return paid by the Club.
17. According to the Player, Adam was the employee of the Club the foreign players were in contact with on behalf of the Club, since Adam was English-speaking.
18. However, on 24 June 2024, the Club informed the Player as follows: *“Hi Bayo. We need you back earlier. Talk to coach please. We need to rebook the tickets”*.

19. By letter dated 27 June 2024 (the “Notice Letter”) the Player was informed, *inter alia*, as follows:

“Hoping this letter finds you well. By virtue of this letter, on behalf and in legal representation of MFK Vyskov, before you, I state the following:

Pursuant to the authorization granted to participate with the national team of Uganda, you were allowed to attend to play for the Uganda national team for its matches against Botswana and Algeria. The last match of the abovementioned was played on June 10th, 2024 and you were committed to report to the club at the end of this date. However, we have noted that as at the date of this letter, you have not rejoined our activities and training for the preseason, unlike your teammates who were also granted permission to attend with the national team and have since returned punctually as required. The preseason started on June 12th, 2024, and despite the multiple calls and attempts made by the club, you have not returned to the club’s preseason training.

In relation with the above, we hereby inform you that you have a maximum period of three (3) days from receipt of this notice to return and present yourself to the club, i.e., by June 30, 2024. Failure to do so will compel the club to take more severe measures.

It is important to highlight that if you do not present yourself by the specified date, the club will proceed to terminate your contract with just cause, in accordance with applicable legal and contractual provisions. This action will be based on your grave breach of contractual and disciplinary obligations, which directly impacts the team’s operations and performance.

The club regrets having to resort to these extremes, but it considers it essential to maintain strict order and discipline for the proper functioning of all its activities. We earnestly urge you to reflect on this situation and take the necessary steps to avoid the aforementioned consequences.

Furthermore, be advised that your failure to return within the stipulated period will not only result in the termination of your contract but may also attract additional sanctions as per the relevant articles of the FIFA Code of Conduct, the FIFA Disciplinary Code, and the FIFA Regulations on the Status and Transfer of Players, among others.

In view of the above, we kindly request that you present yourself to the club within the specified period. We await your prompt return and response. “

20. On 28 June 2024, the Player’s intermediary, Mr Lumasa, answered the Club as follows:

“We do respect the obligation of the club and my client @ Bayo is not refusing or he has not refused to travel back, sorry for not notifying the club management in time about delay of his travel but one of the club Member names Adam's knew about the date on when Bayo is supposed to travel back and that's on 5th of July which the club is not allowing, i asked the manager for the national team to get a two way ticket trying to protect the clubs part but if it's okay and fine with the club Bayo is ready to travel an

Monday which is going to be 1st so waiting for the ticket or pay a fee to push his ticket to 1st”

and on the following day, the Player informed the Club that he was “*ready to travel on Monday here waiting for the ticket*”.

21. On 29 June 2024, the Player informed the Club that he was “*ready to travel Monday [on 1 July 2024] here waiting for the ticket*”, thus apparently waiting for the Club to pay for the new ticket.
22. The Player did not catch any flight on 1 July 2024, and on 2 July 2024, and without the Player having returned to the Club, the latter wrote to the Player as follows: “*Where are you Bayo. The team go to teamcamp. You are missing again.*”.
23. According to the Player, the Player was, without having received any new flight ticket from the Club, intending to catch his original flight scheduled for 5 July 2024 back to the Club. However, the Player did not catch the planned flight.
24. On 5 and 6 July 2024, the Parties had the following correspondence:

Player: Hello boss I missed my flight sorry this came up due to delays i got on the way as I was coming to the airport, well I am still here at the airport trying to get on the next flight but I think it has filed and only having two options now boss

Club: Bayo..., do your best to be here asap

Player: But Boss I explained everything I went through on my way to the Airport and good enough I explained to the people who bought me the ticket coming back to the National team and they gave me some good offers if am to rebook my ticket immediately and have been explaining this to you since yesterday if I had cash on me I could handle this asap but for now am out of cash that's why I seeked for help from the club and handle this situation and I travel back [...]

Club: Hello Bayo. What to say. It is too much.

Player: I understand Boss it's too much but on this one am sorry because I nearly died even but have tried to rebook it immediately and that's what they told me and am seeing the one for Sunday is better so that I can catch up with my same flight which was supposed to bring me back but for now am out of cash Boss

6 July 2024

Player: Hello Boss Good morning I wanted to get a feedback from you so that I can catch up with my flight. Boss please

25. The Player booked a new flight ticket to Vienna via Dubai on 7 July 2024, and the Club sent him a corresponding bus ticket from Vienna to Czechia.

26. However, and also on 7 July 2024, the Club forwarded a termination letter dated 26 June 2024 (the “Termination Letter”) to the Player, and on 8 July 2024 to the Player’s intermediary. The Termination Letter stated, *inter alia*, as follows:

“By virtue of this letter, on behalf and in legal representation of MFK Vyskov, before you, I state the following:

That by means of this letter, you are hereby notified that in compliance and in accordance with article 14 of Regulations on the Status and Transfer of Player (hereinafter RSTP), as well as the Professional Player Contract, that the referred contract is terminated with just cause and therefore the employment relationship between MFK Vyskov and you. Article 14 of the RSTP is quoted for further reference:

“14. Terminating a contract with just cause.

1. 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.

2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.”

The foregoing, by virtue of the fact that you have not reported with the team for training for more than 25 (twenty-five) days, despite the fact that on June 26, 2024, you were notified that you were given a deadline of 3 (three) days to appear with the team and you were given a deadline of June 29, 2024 after your absence following the FIFA international date and the matches played by Uganda against Botswana and Algeria.

As you were made aware in the aforementioned communication, your continued absence and failure to report with the team within the given reporting period constitutes a just cause for termination in accordance with the FIFA RSTP, as well as the Professional Player Contract signed with MFK Vyskov.

As a consequence of the abovementioned, despite the fact that the contract is hereby terminated as of this date, MFK Vyskov hereby reserves the right to exercise the present termination in the competent jurisdictional bodies in accordance with the Professional Player Contract and to claim based on the article 17 of the RSTP the corresponding compensation, as well as the applicable sporting sanctions.”

27. By letter of 11 July 2024, the Player’s counsel wrote to the Club as follows:

“Our client is a contracted player with your club. It has come to the knowledge of our client that the club unlawfully terminated his contract without just cause.

In these circumstances, the player clearly communicated to the club the difficulties in securing a ticket to return to the club as requested. In spite of not having any assistance from the club, the player returned to the club as soon as he possibly could, and at his

own expense. Nonetheless, this club has instead abandoned the player in a hotel room for several days now without any form of assistance.

Furthermore, the club went ahead to terminate the contract without any prior notice. Even in the unlikely event that there was any viable cause to terminate, just cause termination is subject to the principle of "ultimo ratio" (See the case [...] 2014/A/3684). This means that just cause is only an action of last resort. In this case, the club did not make any effort to accord the player a fair hearing or give prior notice of intention to terminate.

In the cases of CAS 2018/A/6029[...] and CAS 2016/A/4884 [...] CAS held that a player must be given a default notice in writing and chance to rectify any wrongdoing before he/she may be terminated for unauthorized absence as a just cause.

In this case, even as the player made the best efforts in the circumstances to return to the club after his international duty, the Club merely used this as an opportunity to unlawfully terminate the player's contract in bad faith, and without just cause.

In spite of the club's erroneous act, the player, in good faith has taken this step to notify the club of his intention to settle this matter amicably, and resultantly, the player makes the demands below;

- 1. That the player is accorded the opportunity to return to the club to complete the remainder of his contract*
- 2. Alternatively, that the player is paid a terminal sum equivalent to the salary payable for the remainder of his entire contract.*
- 3. That the player is given an official release letter by the club*
- 4. That the Club pays the player USD 15,000 in damages for all the expenses and psychological and emotional harm meted out onto the player by the club in the circumstances.*
- 5. That player is given a ticket to his home country.*

Failure to meet the above demands within 3 working days from the date of receipt of this notice, the player will have no other option but to file a case against the club before the relevant FIFA judicial body to recover damages and to have the club from taking part in any international transfers for at least 12 months.”

28. By letter of 17 (dated 19) July 2024 to the Player’s agent, the Club wrote, *inter alia*, as follows:

“Firstly, it is important to note that this is the third occasion on which Mr. Fahad has failed to report with Vyskov for preseason training sessions without valid justification. This recurring behavior demonstrates a pattern of neglect and unprofessionalism that is not acceptable.

Mr. Fahad was on duty with his national team and was expected to report back to the club immediately after his national team commitments concluded. Unlike his

teammates, who reported back on time, Mr. Fahad failed to do so. Despite multiple attempts to contact and remind him of his obligations, he did not comply.

We must also clarify that the club is under no obligation to provide Mr. Fahad with a return flight ticket, as this is not stipulated in his contract. Despite this, the national federation arranged a return flight for Mr. Fahad, which he chose not to take, even though he was aware of the requirement to return promptly.

Furthermore, we made numerous attempts to communicate with Mr. Fahad regarding his return. He was repeatedly informed and given ample time, including an extended period of 10 days, to report back to the team. Unfortunately, he did not respond or comply with these requests.

Given these circumstances, Vyskov exercised our right to terminate Mr. Fahad's contract with just cause. This decision is in accordance with Article 14 of the FIFA Regulations on the Status and Transfer of Players (RSTP) and the terms stipulated in the Professional Player Contract. Article 14 of the RSTP states that a contract may be terminated by either party without consequences where there is just cause. Any abusive conduct aiming to force the counterparty to terminate or change the terms of the contract entitles the counterparty to terminate the contract with just cause.

In light of Mr. Fahad's continuous failure to report for training and his lack of communication, the club has terminated his contract with immediate effect.

We regret that it has come to this, but the club must prioritize discipline and professionalism to maintain its standards. Thank you for your understanding in this matter.”

29. Finally, by letter of 1 August 2024, the Player's agent replied to the Club as follows:

“Reference is made to yours dated 19th July, 2024, and the subsequent meetings and exchanges on the matter.

For avoidance of doubt, the player did not voluntarily delay his return to the club, but rather missed a flight due to circumstances beyond his control. Firstly, the presidential convoy blocked the highway leading to the airport (Entebbe Express Highway) for over an hour.

When the traffic was released, the player's agent asked the driver to drive as fast as he could, unfortunately, this led to a road accident. Luckily, the player left the scene safe and sound but unfortunately, he wasn't lucky enough to catch his flight.

The player then immediately communicated the missed flight to the club and made means to rebook the flight. The new tickets were shared with the club before the player boarded the flight. But to his surprise, by the time he landed in the Czech Republic, he found a termination letter on his WhatsApp sent to him mid-flight. This is an indicator that the club was poised to act in bad faith and terminate the player's contract without just cause.

To further demonstrate the club's bad faith, although the alleged notification, dated 27th June, 2024, gave the player three days to return to the club, the club had already written a termination letter dated 26th June 2024.

It is very clear that the club had a pre-meditated mindset, rooted in utmost bad faith to unlawfully terminate the player's contract without just cause and in the worst circumstances possible. This is why the club ordered the player to find a ticket, book a flight, aboard the flight, and then terminate his contract while he was in mid-air. Upon his arrival, the player was abandoned at the airport without any support whatsoever. The club's personnel were even ordered not to collect him from the airport.

The actions of the club are not only unlawful, but they also border human trafficking, a transnational/cross-border crime. Something that we will bring to the attention of FIFA and the law enforcement authorities in the Czech Republic and at the European Union, for sanctions against the club and all the personnel involved in this unfortunate scheme. A football club cannot be run like a human traffic gang.

You're hereby put on notice that we will be instituting proceedings against the club and all the personnel involved in this scheme unless the following remedial acts are undertaken;

- *That the player is given a compensation equivalent to the remainder of his entire salary in the contract between him and the club*
- *That the player is given an official release letter by the club.*

The following actions must be undertaken within four calendar days from the date of receipt of this letter."

30. On 29 January 2025, and thus after the Appealed Decision was rendered as set out below, the Player signed a new employment contract (the "New Employment Contract") with the Ethiopian football club Wolwalo Adigrat University FC (the "New Club"), valid as from 1 February 2025 until 30 January 2026.
31. The New Contract stated, *inter alia*, as follows: "*The contract is worth 4,000 USD net Monthly salary.*"

B. Proceedings before the FIFA Dispute Resolution Chamber

32. On 15 August 2024, the Player lodged a claim before the FIFA Dispute Resolution Chamber (the "FIFA DRC") requesting the following relief:

- 1. A declaration that the club terminated the player's contract without just cause*
- 2. A declaration that the club and MARTIN CHALUPECKY violated the FIFA Code of Ethics.*
- 3. That the club is fined CHF 100,000 and a ban for one year without signing players.*

4. That MARTIN CHALUPECKY be personally fined CHF 50,000 for his role in violating the FIFA Code of Ethics

5. That MARTIN CHALUPECKY be banned from taking part in any football-related activities for at least 10 years.

6. That the player be given a release by the club

7. That the player be paid the entire value of the remainder of his contract

8. That the player be paid by the club a compensation of USD 250,000 for the mental harm that was meted onto him by the club and MARTIN CHALUPECKY

9. Any other remedies that the Tribunal may deem appropriate.”

33. In support of his claim, the Player submitted, *inter alia*, that the Club and its managing director, Mr Martin Chalupecky, mistreated the Player.

34. In this context, the Player held that the Club and its managing director acted in bad faith by causing him to believe they would honour the Employment Contract while secretly planning its termination and by refusing to provide the Player with a release letter necessary to join another club. Thus, the Club violated the principles of contractual stability, the FIFA Code of Ethics and international labour standards, causing the Player undue suffering and financial hardship.

35. In addition, the Player stressed that the Club was well aware that he would return on 5 July 2024 as he had shared his return flight details. Notwithstanding this, the Club sent a termination notice to the Player on 28 June 2024, requesting the Player to return no later than 30 June 2024.

36. In this regard, the Player argued that he expressed his willingness to return earlier if the Club covered the expenses related hereto, but that the Club refused to cover the expenses and ceased all further communications regarding the issue.

37. Furthermore, the Player alleged that he missed his flight on 5 July 2024 due to circumstances beyond his control, i.e. a road accident, but that he immediately informed the Club and rebooked the next available flight on 7 July 2024.

38. Finally, the Player argued that the Club’s intentions were clear to him when he received the termination letter on 7 July 2024, in view of the fact that the termination letter was dated 26 June 2024 and, as such, before the deadline given by the Club.

39. In its reply to the FIFA DRC, the Club requested the following relief:

I. To dismiss the entire claim lodged by FAHAD AZIS BAYO.

II. To determine that MFK VYSKOV is entitled to terminate with just cause “The Employment Contract” with “The Player”

40. The Club submitted, *inter alia*, that the Player breached the Employment Contract by repeatedly failing to participate in training.
41. In this context, the Club argued that the Player did not report to training on 4 January 2024 and never provided medical documentation for his absence.
42. In addition, the Club stressed that the Player failed to return to the Club in a timely manner after national team duties in Uganda in June 2024, thus violating FIFA regulations and his contractual obligations.
43. In this context, the Club stressed that it requested the Player on 28 June 2024 to return to the Club no later than 30 June 2024 in order for the Player to avoid termination of the Employment Contract. Such notification of termination was only responded to by the Player on 1 July 2024, i.e. after the deadline for the Player's requested return had expired.
44. Accordingly, the Club asserted that the Employment Contract was terminated with just cause on 7 July 2024 due to the Player's continued breaches of communication, failure to attend training and abusive behaviour.
45. The FIFA DRC initially analysed whether it was competent to deal with the case and found that the January 2025 edition of the Procedural Rules Governing the Football Tribunal (the "Procedural Rules") was applicable.
46. The FIFA DRC further observed that, in accordance with Article 23 (1), as read with Article 22 (1)(b), of the FIFA Regulations of the Status and Transfer of Players (the "FIFA RSTP") (January 2025 edition), it was competent to deal with the matter at stake, which concerns an employment-related dispute of an international dimension.
47. Notwithstanding the above, the FIFA DRC took note that the Player also claimed that the Club and its Managing Director violated the FIFA Code of Ethics (*cf.* Article 23 of the FIFA Code of Ethics) and requested the imposition of sanctions.
48. In this respect, the FIFA DRC emphasised that: (i) club officials cannot be parties before the Football Tribunal (*cf.* Article 9 par. 1 of the Procedural Rules); and (ii) the Football Tribunal does not have jurisdiction to decide on this matter (*cf.* Article 22 (1) of the FIFA RSTP), which must be referred to the FIFA Ethics Committee.
49. With reference to the Procedural Rules, the FIFA DRC then recalled the basic principle of burden of proof, according to which any party claiming a right on the basis of an alleged fact carries the respective burden of proof.
50. Moving to the substance of the dispute, the FIFA DRC took note that the Parties were in dispute over whether the Club had just cause to terminate the Employment Contract prematurely. In particular, in relation to whether the Player's prolonged absence from training amounted to just cause for the Club.

51. With this in mind, the FIFA DRC then acknowledged that its task was to determine whether the Player had been absent from scheduled training and, in the affirmative, whether the Club would have just cause to terminate the Employment Contract based on Article 14 of the FIFA RSTP.
52. The FIFA DRC then recalled the facts of the case and noted that the Club based its termination of the employment relationship on three different prolonged absences by the Player during the months of January 2024, June 2024 and July 2024. However, the FIFA DRC, analysing the arguments of both parties and the timeline of events, considered that the alleged absences in June and July represented only one continuous absence, mutually extended by the Parties, and this absence should consequently be considered as one.
53. With regard to the absence in January 2024, the FIFA DRC noted that it appeared that the Club accepted the Player's decision to remain in his country for recovery. In particular, the FIFA DRC observed that after the Club repeatedly inquired about the Player's return to Czechia, the Player replied that he did not know the exact date, as he had a doctor's appointment on the following Friday. The Club then ultimately responded: "*Ok. Take care and we hope will be fine soon*".
54. As such, it was concluded that the Parties had actually agreed on the late return of the Player, based on which the Player's absence in January 2024 was not considered to be decisive to the dispute.
55. The FIFA DRC then focused its attention on the Player's absence during June and July 2024 and noted that the Club was notified by FIFA that the Player had been called up for international duty on 7 and 10 June 2024, with preparatory training beginning on 30 May 2024. Hence, the Player was required to resume duties on 12 June 2024 in accordance with Article 1 (9) of Annexe 1 of the FIFA RSTP.
56. With regard to the Player's alleged contact to an employee of the Club regarding the date of his return ticket originally scheduled for 5 July 2024, the FIFA DRC found that the Player should have informed the Managing Director of his return date or, at the very least, responded to the Managing Director's multiple calls and messages. However, at the same time, it also found that the Club could have exercised greater diligence in ensuring better internal communication.
57. In any case, and based on the communication between the Parties on 24 June 2024, the FIFA DRC found that they had, "*in some way, agreed on a return date, at least, after 24 June 2024.*"
58. Moreover, the FIFA DRC noted that the Parties had seemingly agreed tacitly that the Player would return on 1 July 2024. In particular, it was observed that after the Club sent the Player a notification on 28 June 2024 instructing him to return on or before 30 June 2024, the Player replied that he was ready to return on Monday (1 July). The FIFA DRC further noted that the Club did not object to this response. Consequently, the FIFA DRC understood that there was a tacit agreement that the Player's return date would be 1 July 2024.

59. Nevertheless, the FIFA DRC observed that the Player failed to return to the Club on 1 July 2024 and that it was demonstrated that the Player called the Club twice on 2 July 2024, to which the Club responded by asking about the Player's whereabouts.
60. The FIFA DRC then emphasised that on 5 July 2024, the Player informed the Club that he had missed his flight due to a car accident while going to the airport, but observed that no evidence was provided in this regard. However, the FIFA DRC considered whether the Club's message to the Player on the same date, requesting him to return as soon as possible, could be interpreted either as an acceptance of a new extension of the return date or as a new warning.
61. In light of the above, the FIFA DRC concluded that although the Player had not provided justification for his absence, the Club had failed to demonstrate that it took all reasonable steps to terminate the Contract with just cause. In particular, it was found that (i) the Club did not impose less severe disciplinary measures prior to termination, and (ii) the Player's absence, whether it amounted to 13 or 25 days, could not, in itself, be considered a sufficiently serious breach to justify termination as a measure of *ultima ratio*.
62. Consequently, the FIFA DRC determined that the Club did not have just cause to terminate the Employment Contract.
63. Regarding compensation for moral damages, the FIFA DRC, based on the jurisprudence of the Football Tribunal, decided to reject this claim due to a lack of legal and contractual basis, stressing that the Player did not provide any evidence or justification regarding the alleged moral damages he allegedly suffered or its quantification.
64. Having established that the Club was to be held liable for the early termination of the Employment Contract without just cause, the FIFA DRC focused its attention on the consequences of such termination and referred to Article 17 (1) of the FIFA RSTP, according to which a party in breach must pay compensation, and noted that no compensation clause was included in the Employment Contract, which meant that the amount of compensation payable by the Club had to be assessed in application of the other parameters set out in Article 17 (1) of the FIFA RSTP. In this respect, as a general rule, the compensation to be paid to the player by the club must be equal to the residual value of the contract that was prematurely terminated, unless the player signed a new contract following the termination of his previous contract.
65. The FIFA DRC then proceeded with the calculation of the monies payable to the Player under the terms of the Employment Contract until its end date and concluded that the Player would have received total remuneration of USD 55,000 had the Employment Contract been performed until its expiry date, which amount should serve as the basis for determining the compensation for breach of contract.
66. Furthermore, the FIFA DRC verified as to whether the Player had, according to the information available at that time, signed an employment contract with another club during the relevant period of time, which would have enabled him to reduce his loss of income. According to the constant practice of the FIFA DRC, such remuneration under

a new employment contract must be taken into account in the calculation of the amount of compensation for breach of contract in connection with the Player's general obligation to mitigate his damages.

67. In this respect, the FIFA DRC noted that the Player had apparently remained unemployed since the termination of the Employment Contract.
68. Subsequently, the FIFA DRC referred to Article 17 (1) (i) of the FIFA RSTP, according to which a player is entitled to the residual value of the contract that was prematurely terminated.
69. Consequently, on account of all the above-mentioned considerations and the specificities of the case at hand as well as the Player's general obligation to mitigate his damages, the FIFA DRC decided to award the Player USD 55,000.00 as compensation for the Club's breach of contract.
70. Finally, and with reference to Article 24bis (1) and (2) of the FIFA RSTP, the FIFA DRC decided that in the event that the Club should fail to pay the amount due to the Player within 45 days of the notification of the decision, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods, would become immediately effective on the Club in accordance with Article 24bis (2) (4) and (7) of the FIFA RSTP. However, such a possible ban will be lifted immediately and prior to its completed payments of the due amounts in accordance with Article 24 (8) of the FIFA RSTP.
71. On 16 January 2025, and based on the above, the FIFA DRC rendered the Appealed Decision and decided that:

“1. The claim of the Claimant, Fahad Aziz Bayo, is partially accepted.

2. The Respondent, MFK Vyskov a.s., must pay to the Claimant the following amount:

- USD 55,000 as compensation for breach of contract.

3. Any further claims of the Claimant are rejected.

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

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

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

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

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

7. This decision is rendered without costs.”

72. On 26 February 2025, the grounds of the Appealed Decision were notified to the Parties.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

73. On 18 March 2025, the Appellant filed its Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “CAS Code”) against the Appealed Decision. It *inter alia* requested the submission of the present case to a sole arbitrator.

74. On 29 March 2025, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.

75. On 1 April 2025, the Respondent agreed with the appointment of a sole arbitrator.

76. On 5 July 2025, and within the granted extension of time, the Respondent submitted his Answer in accordance with Article R55 of the CAS Code.

77. On 18 July 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the CAS Code, the Arbitral Tribunal appointed to hear the appeal was constituted as follows:

Sole Arbitrator: Mr Lars Hilliger, Attorney-at-Law, Copenhagen, Denmark

78. By letter of 8 August 2025 and after having been duly consulted, the Parties were informed that the Sole Arbitrator had decided to hold a hearing by videoconference.

79. Further to a production request submitted by the Appellant and accepted by the Sole Arbitrator, the Respondent submitted a copy of his New Employment Contract with the New Club on 11 August 2025.

80. By letter of 13 August 2025, the Parties were informed that the hearing would take place on 1 October 2025.

81. On 21 August 2025, and within the granted deadline, the Appellant filed its observations on the New Employment Contract and requested, on a subsidiary basis, that any compensation that would be awarded to the Player be reduced by the amounts received under his new contract.

82. The Parties both signed and returned the Order of Procedure, confirming, *inter alia*, the jurisdiction of the CAS to hear this dispute.
83. On 1 October 2025, a hearing was held by videoconference.
84. In addition to the Sole Arbitrator and Ms Pauline Pellaux, Counsel to the CAS, the following persons attended the hearing:

For the Appellant:

Mr Juan Manuel López Ruíz – Counsel
Mrs Regina Vargas Rojo – Counsel
Mr Diego Del Alizal Hernández – Counsel
Mr Gonzalo Rios Tapia – Counsel
Mr Nicolás Alvarado Zavala – Counsel
Ms Valentina Tobón Hernández – Student/observer

For the Respondent:

Mr Fahad Bayo – Respondent
Mr Timothy Kajja – Counsel
Mr Lumasa Hamidu – Witness
Dr Kigula David – Witness

85. At the outset of the hearing, the Parties confirmed that they had no objections to the constitution of the Sole Arbitrator.
86. The Sole Arbitrator heard the evidence of the Respondent, Mr Fahad Bayo, and of the witnesses called by the Respondent, who introduced themselves as Mr Lumasa Hamidu and Dr Kigula David, respectively. The witnesses, who both confirmed their written witness statements, were invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. The Parties and the Sole Arbitrator had the opportunity to examine and cross-examine the Respondent and the witnesses.
87. Before the Parties' closing submissions, the Appellant raised some concern about the identity of the witness, Dr Kigula David, since the Appellant was apparently not able to confirm the identity of the witness under the official "practice license number" compared to the witness, who had given his testimony during the hearing.
88. The Respondent's counsel rejected any inconsistency in this regard.

89. The Parties were afforded ample opportunity to present their case, submit their arguments and answer the questions posed by the Sole Arbitrator.
90. After the Parties' final submissions, the Sole Arbitrator closed the hearing. The Sole Arbitrator took into account in his subsequent deliberations all the evidence and arguments presented by the Parties although they may not have been expressly summarised in the present Award.
91. Upon the closure of the hearing, the Parties stated that they had no objections in respect of their right to be heard and to have been treated equally and fairly in these arbitration proceedings.
92. By letter of 1 October 2025, and with reference to the concern regarding the identity of one of the witnesses, the Appellant stated as follows:

“In accordance with the hearing held on October 1st, 2025 in relation to the matter of reference, an incident occurred which raises deep concern regarding the integrity of the proceedings that characterize this H. Court. The opposing party presented several witnesses to give testimony; however, in the particular case of the individual presented under the identity of “Dr. David Kigula”, it became evident that the person appearing at the hearing was not, in fact, the real individual bearing said name and professional personality.

Although the witness confirmed under oath that the sworn statement submitted under the name of Dr. David Kigula was made and declared by him, the course of his testimony quickly turned incoherent, both due to the evasive answers he provided and the inconsistencies with the factual narrative that he attempted to sustain. Consequently, it was established that the person who appeared at the hearing, whose true identity remains unknown, was not the same person as the duly identified Dr. David Kigula was originally offered by the opposing party as a witness. This serious irregularity can be demonstrated by comparing the recording of the hearing with the publicly available information from the official Health Professionals Portal of Uganda, which serves as the national directory of licensed medical professionals. As can be verified through the sworn statement provided by the opposing party under the name of Dr. David Kigula (Exhibit 1) and through the professional license number attributed to him, under number G-1091, when cross-checked against the aforementioned Ugandan directory of health professionals (Exhibit 2), the identity of Dr. Kigula is plainly different from the individual who appeared before this H. Court, considering physical characteristics, complete biographical data, and the evident discrepancy in age corresponding to the picture of the quoted website and the person who appeared on behalf of the opposing party.

Subject to the authority and decision of the Sole Arbitrator appointed in this case, and without prejudice to any further rulings and measures that may be rendered on this matter, we respectfully highlight the seriousness of this occurrence. Not only does it undermine the credibility of the evidence submitted by the opposing party, but it also contravenes fundamental principles of legality and public order under Swiss law, which serves as a subsidiary source of law for this H. Court. In light of the above, we

respectfully emphasize the critical importance of safeguarding the integrity and security of the arbitral process, for which reason all rights and legal remedies are reserved that may be available now or in the future in relation to this matter.”

93. By email of 2 October 2025, the Respondent replied as follows:

*“With due respect to my colleague, at what stage of the proceedings are we in?
Is Mr. Lopez now a witness or counsel?
I am expected to respond to the letter as a witness or as counsel?”*

The appellants had access to the witness statement for over half a year.

They had ample notice that they would have a chance to examine the witness for over two months.

Indeed, the witness was availed yesterday. That was the time for Mr. Lopez to ask these questions so the witness could respond and the Court to assess his credibility.

Instead of Mr Lopez asking these questions, he jumped into unprofessional and unprovoked rants before ending his examination of the witness unceremoniously.

I personally did not re-examine the witness largely because I found nothing to re-examine from Mr. Lopez's rants.

Why didn't the appellants do their homework and ask these questions at the right time so that the Court could be clearly guided?

And now, should we be dragged into further hullabaloo so as to make amends for the appellant's dilatory conduct?

I see this as another tactic for the appellants to delay the delivery of justice, just as they have been doing for over a year now. And this is why we made a prayer that the appellants be subject to paying interest on the award granted by the FIFA Tribunal.

The Honourable Arbitrator should not be derailed or distracted from executing his duties in a timely manner.

Be that as it may, the image presented by the supposedly witness Lopez indicates that the two people clearly have different names.

The only name shared in "Kigula", I have seen about six other people (on the list) with the same name.

On the numbers, licenses for professionals in Uganda are renewed annually. And every annual renewal has its unique number.

(For the benefit of the Court, unfortunately, I may have to act as a witness myself, just as Mr Lopez has turned himself into, so I can properly guide the Court from this appellant-led confusion)

As an example, I have attached for you my own individual licences for 2025 and 2024. You will notice that the numbers change substantially, and I can easily carry a number that someone else had previously. As a matter of fact, this is a very common occurrence across the professional sectors in Uganda. Due to delays in updating systems or errors

in capturing data or late submissions for renewals, we easily have coliding license numbers. That is why we always add full names and a photo to help distinguish amongst ourselves. But that doesn't mean that any of the licences granted are not genuine or that one is impersonating the other.

As I guided yesterday, the national team players (like the respondent) are often attended to by the best doctors hired by the government. Professionals who work for the government in practice do not apply for annual renewals by merely working in a government hospital or appearing in court on behalf of the State. This is because, unlike private spaces, government service centers are not themselves licensed. The State is presumed to simply employ the most suitable and qualified individuals.

In the circumstances, it is very possible that Dr Kigula has, for some time, not renewed his license, and thus it can be allocated to a private practitioner.

In conclusion, this is simply another dilatory tactic by the appellant. The proceedings have since closed, and the submission closed long ago. No further attention should be given to the appellant's trickery.”

94. The Sole Arbitrator initially observes that the two witnesses were directly and clearly informed about the obligation to tell the truth subject to the sanctions of perjury under Swiss law and that both witnesses confirmed their acceptance thereof. Moreover, the Sole Arbitrator notes and appreciates the concern raised by the Appellant with regard to the witness, Dr Kigula David, and the Sole Arbitrator further finds that the Respondent’s letter of 2 October 2025 was not at all helpful in order to clarify any concern regarding this identity of Dr Kigula David. In the Sole Arbitrator’s opinion, the Respondent could, for example, have chosen to forward a copy of Dr Kigula David’s passport in order to delete any concern about his identity, which the Respondent chose not to do.
95. However, and since the Sole Arbitrator does not find the testimony of Dr Kigula David material to the matter at hand, the Sole Arbitrator will not deal with this issue any further in this Award.

IV. SUBMISSIONS OF THE PARTIES

96. The following summary of the Parties’ positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

A. The Appellant

97. In its Appeal Brief, the Appellant submits the following conclusions:

“By virtue of what has been stated above in this appeal brief, we respectfully request this H. Court to solve the present case as follows:

1. *Set aside [the Appealed Decision].*
2. *Issue a new decision, ordering the following:*
 - a. *declare that “MFK Vyskov” terminated the employment contract with the Player with just cause.*
 - b. *Declare that the Player breached the Employment Contract as well as the RSTP provisions.*
 - c. *To condemn the Player to pay all the legal and procedural costs arising from the present procedure.*
3. *Likewise, in a subsidiary manner, thus H. Court must determine the following:*
 - a. *In the event that this H. Court rules in favor of the Player, the new employment contract of the Player with Wolwalo has to be taken into account to apply the principle of mitigation of damages established in article 17, paragraph 1 of the RSTP”*

and then further submits the following requests for relief:

“For all the reasons set forth above, the Appellant respectfully requests that the CAS:

1. *Admits the present appeal.*
2. *Sets aside [the Appealed Decision].*
3. *Issue a new decision in accordance with what is set forth in the present writing.*
4. *Subsidiarily, in the event of a decision in favor of “The Player”, resolve in accordance with the principles of damage mitigation of Article 17.1. of the RSTP.”*

98. The Appellant’s submissions, in essence, may be summarised as follows:

- The main issue in this case is whether the Player’s prolonged absence from the Club constituted just cause for the Club to terminate the employment relationship between the Parties.
- In this regard, the FIFA DRC stated in the Appealed Decision that the termination must be considered as the last resort (*ultimo ratio*) and consequently, the employer must take measures before terminating an employment contract.
- Moreover, in the Appealed Decision it is also recognised that the Player was absent from the Club for a prolonged period in both January, June and July 2024.
- However, the FIFA DRC erred when deciding that the Player’s prolonged absence from the Club in January 2024 was not decisive to the dispute.
- In this regard, it must be stressed that pursuant to CAS jurisprudence (see e.g. CAS 2016/A/4408, para 106) *“should many violations be cumulated over a certain period of time, then it is most probable that the breach of*

contract has reached such a level that the party suffering the breach is entitled to terminate the contract unilaterally.”

- The above criterion should apply to the present case since, as recognised by the FIFA DRC, the Player was absent on three (3) occasions, which are three cumulative violations, in this case of the employment contract and of the provisions of the FIFA RSTP.
- In this regard, it should also be noted that the FIFA DRC found that the Player was absent from the Club for a period of 13 or 25 days without giving any reason or providing sufficient evidence to justify his absence.
- Moreover, it is acknowledged that the Player actually did receive a warning letter, which he failed to comply with.
- In CAS 2021/A/8515, the following criteria were described (free translation)

““3. As a general rule, refusal to work or unjustified absences, in defiance of clear injunctions, justify immediate termination of the employment relationship in the event of persistent behaviour. The employee must also have received a warning containing a clear threat of immediate dismissal. In particular, if the employee remains absent for several days, the employer may accuse him of misconduct and give him formal notice either to return to work or to justify his absence. If the warning remains without effect, the employer may then terminate the employment relationship, in some cases with immediate effect under the terms of article 337 of the Swiss Code of Obligations. Neither the jurisprudence of the Swiss Federal Supreme Court nor the legal literature provide precise rules on the length of time after which an employee's unjustified absence may constitute just cause for immediate termination. However, according to these sources, when an employer issues a warning to an employee who has been unjustifiably absent for “a few days” or “several days” to return to work, and this warning remains without effect, this contributes to undermining the trust that must exist in the employment relationship, so that immediate termination is justified.”
- In the present case, it was demonstrated that
 - i) the Player was absent from the Club for a period of 13 or 25 days without giving any reason or sufficient evidence to justify his absence;
 - ii) the Player was absent on three different occasions during the employment relationship;
 - iii) the Player breached on several occasions the Employment Contract and Article 1 (8) of Annexe 1 of the FIFA RSTP;
 - iv) the Player should have followed the instructions and answered the communications of the Club in due time and form;
 - v) the Club acted in good faith trying to maintain contractual stability; and

- vi) the Club acted in accordance with the FIFA regulations as well as in accordance with CAS jurisprudence regarding Article 14 of the FIFA RSTP, as the Club warned the Player about his actions.
- The Club never had the intention to terminate the Employment Contract until the Club ran out of options after the constant breaches and abuse from the Player's side.
- The Player not only failed to comply with his contractual obligations to the Club, but also tried to abuse the Club's good faith to maintain contractual stability by trying to claim multiple flight tickets with no valid reason, since they were not settled in the Employment Contract.
- In a subsidiary manner, emphasizing that the Club was entitled to terminate the Employment Contract, and with regard to the amount of possible compensation payable to the Player, pursuant to Article 17 of the FIFA RSTP, the financial consequences of the Player's New Employment Contract with the New Club must be taken into account for the correct determination of the compensation owed. Specifically, the residual value of the Employment Contract should be mitigated in proportion to the period covered by the Player's New Employment Contract.
- In other words, the Sole Arbitrator must deduct any amount that the Player has earned/will earn since the New Employment Contract came into effect in February 2025 until the original termination date of the Employment Contract.

B. The Respondent

99. In his Answer, the Respondent made the following prayers for relief:

- “1. That this appeal be dismissed in totality*
- 2. That costs be awarded to the respondent*
- 3. Any other remedies that the arbitrator may deem suitable.”*

100. The Respondent's submissions, in essence, may be summarised as follows:

- First of all, and as a procedural issue, it is noted that the Appellant highlights the obligation of the FUFA to pay for the Player's flight tickets in connection with national duties and submits that the FUFA failed to do so, which is a violation of the FIFA RSTP.
- Such assertion requires a response from the FUFA, yet the latter was not added as a mandatory respondent by the Appellant in these proceedings.
- As such, and since the Appellant failed to name a mandatory respondent, the appeal must be dismissed for procedural impropriety.

- With regard to the merits of the case, the Player never wanted to leave the Club, and the initiative regarding a possible transfer to another club was entirely taken by the Club.
- The Club simply wanted the Player to leave since it had signed “*too many non EU players*”.
- The Player shared his travel dates with the Club, and the Club did not object.
- The Player contracted malaria in January 2024, which caused him to return to the Club a little later than originally planned.
- Following the matches in June 2024, the Player took his annual leave, which had already been approved by the Club.
- When requested to return earlier in June 2024, the Player asked the Club to cover the costs of such a change in flight ticket, but the Club was not willing to do so.
- Upon missing the scheduled flight due to circumstances beyond his control, the Player immediately booked tickets for the next flight, demonstrating his intention to safeguard contractual stability.
- The employee of the Club, “Adam”, was always the person in the Club who took care of the communication between the Parties, since he was English-speaking and able to communicate with the Player.
- The FIFA Code of Ethics provides, *inter alia*, for protection, respect and the safeguarding of others, and the Club failed to respect its duties in this regard.
- The Player never missed any official matches of the Club during his absence from the Club in January 2024 and June/July 2024, since he was only absent during the league breaks.
- The Player had asked for – and was granted – permission to be absent, and the postponed returns were only caused by justifiable reasons, i.e. illness and a traffic accident.
- The Player always returned to the Club and never just left without permission.
- Termination of a contract is subject to the principle of “*ultima ratio*” (see e.g. CAS 2014/A/3684) and is only an option of last resort. One must be given a reasonable opportunity to attend any shortcomings.

- The Club never imposed any less severe sanction on the Player before terminating the Employment Contract.
- Actually, the Termination Letter was dated 26 June 2024, indicating that the Club was ready to terminate the employment relationship in any case, and that it was only waiting for an opportunity to do so.
- Moreover, the Player was never granted any opportunity to be heard or to appeal the Club's decision to terminate the Employment Contract in accordance with the provisions of the Employment Contract.
- Pursuant to the Employment Contract, it is clear that the right procedure that ought to have been followed was to arrange for an impartial disciplinary hearing. This would have ensured that the Player's fundamental right to be heard was respected. If found to be in breach, the Player would then be subject to a disciplinary penalty, which may have included a fine or other sanction as provided by the Club's disciplinary regulations. In case the Player was then not happy with the findings, he would have had a right of appeal.
- Following due process and upholding the right to a fair hearing has always been the cardinal principle of the law (see e.g. CAS 20211/A/2567, paras 108 and 120).
- In the case at hand, the Club not only violated the Player's right to a fair hearing, but also violated the FIFA RSTP when it hastily rushed to terminate the Employment Contract without applying the lesser available sanctions. Even when the Player created room for the Club to correct such an error, the Club was not interested at all in doing so.
- Led by ill motives and blinded by bad faith, the Club did not make any effort to comply with its legal and contractual procedures to ensure that the Player's non-derogable right to a fair hearing was upheld or even applied less severe sanctions.
- The Club simply wanted to get rid of the Player, and the Club consequently cannot raise the defence of termination the Employment Contract with just cause, where there is no just cause.
- In any case, the Player's actual absence from the Club was never material to the Club and never constituted a material breach of the Employment Contract, not least since no official matches were ever played during the Player's absence.
- Thus, the Club terminated the Employment Contract without just cause.
- With regard to the Club's submission regarding a possible mitigation of the compensation payable to the Player pursuant to the Appealed Decision, the

relevant date for a possible signing of a new employment contract is the date of the Appealed Decision.

- Moreover, it must be noted that upon the Club’s termination of the Employment Contract, the Player requested a release letter in order to make him able to find a new club, but the Club refused to do so unless the Player accepted to sign a mutual termination agreement, which the Player refused to do.
- As such, the relevant date is 16 January when the Appealed Decision was handed down, and the Player only managed to find other employment after that date, *inter alia*, because the Club had refused to release the Player, even after having terminated the Employment Contract unilaterally.
- Such a refusal prompted the Player to make an application for temporary relief from FIFA, ordering the Club to issue an official release of the Player, but in vain.
- Unfortunately, FIFA did not grant this provisional measure but eventually correctly made findings in favour of the Player. It was then the Appealed Decision that the Player used to confirm to other clubs that he had been released from the Club.
- From the above, it is evident that the Player made an effort to mitigate the damages before the Appealed Decision was issued, whereas all the Club did was to compound the damages by frustrating any chances for the Player to find alternative employment, by not giving him a release document that buying clubs asked for to safeguard themselves from any potential liabilities resulting from a transfer.
- As such, the Club is estopped from claiming to benefit from any benefit of the Player finding alternative employment. That would be against the law, public policy and good consciousness for a party to benefit or be rewarded for its own wrongdoing.

V. JURISDICTION AND ADMISSIBILITY

101. The present arbitration is governed by Chapter 12 of the Swiss Private International Law Act (“PILA”), which provides in Article 186 (1) that the Sole Arbitrator is entitled to rule on his jurisdiction (“*Kompetenz-Kompetenz*”).
102. Article R47 of the CAS Code reads, *inter alia*, as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant

has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

103. Article 57 par. 1 of the FIFA Statutes reads:

“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question”.

104. In addition, the Parties both confirmed the CAS jurisdiction when signing the Order of Procedure.

105. With regard to admissibility, Article R49 of the CAS Code provides, *inter alia*, as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. [...]”,

and as already set out above, it follows from Article 57 par. 1 of the FIFA Statutes that appeals filed against final decisions passed by FIFA’s legal bodies must be lodged with the CAS within 21 days of receipt of the decision in question.

106. The grounds of the Appealed Decision were notified to the Appellant on 26 February 2025, and the Appellant’s Statement of Appeal was lodged on 18 March, *i.e.* within the statutory time limit of 21 days set forth in Article R49 of the CAS Code and in Article 57 of the FIFA Statutes, which is not disputed by the Respondent.

107. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the CAS Code.

108. It follows that the appeal of the Appealed Decision is admissible and that the CAS has jurisdiction to decide on it.

VI. APPLICABLE LAW

109. 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

110. Article 49 par. 2 of the FIFA Statutes determines the following:

“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”.

111. Based on the above, and with reference to the filed submissions, the Sole Arbitrator is satisfied that the various regulations of FIFA are primarily applicable and that Swiss law is subsidiarily applicable should the need arise to fill a possible gap in the various regulations of FIFA.

VII. PRELIMINARY ISSUES

112. The Sole Arbitrator notes that the Respondent submits that the appeal must be dismissed on the grounds that the Appellant failed to name the FUFA as a respondent.

113. According to the Respondent, the FUFA is to be considered a mandatory respondent based on the submission of the Appellant that the FUFA failed to fulfil its obligation to provide flight tickets to the Player for national duties, thus allegedly breaching its obligation pursuant to the FIFA RSTP.

114. The Sole Arbitrator notes in this regard that under Swiss law, a party has standing to be sued and may be summoned before the CAS only if it has some stake in the dispute because something is sought against it and it is personally obliged by the disputed right at stake.

115. The Sole Arbitrator further notes that the present appeal is a purely contractual dispute between the Parties and that the FUFA has nothing at stake in this regard.

116. Thus, the Sole Arbitrator finds that the FUFA should (or could) not have been summoned as a respondent in these proceedings, and he therefore rejects this submission from the Respondent.

VIII. MERITS

117. Initially, the Sole Arbitrator notes that the factual circumstances pertaining to this matter as described above under Section II are for the most parts undisputed between the Parties, including the following elements, which the Sole Arbitrator finds specifically relevant:

- In early January 2024, the Player did not return to the Club as intended following an international break, which absence, according to the Player, was due to him suffering from malaria following the international break.
- The Club wanted the Player to return to the Club immediately, *inter alia* in order to try to negotiate a transfer of the Player to another club, which never happened.

- The Club eventually bought a flight ticket to the Player for his return to the Club, and the employment relationship continued pursuant to the Employment Contract, apparently without any sanctions on the Player, formal warnings, etc.
- In May 2024, the Player was officially called for international duty by the FUFA in connection with two matches in the FIFA World Cup 2026 Preliminary Competition African zone scheduled for 7 and 10 June 2024 (the “International Matches”) and to be a part of the preparatory camp commencing on 30 May 2024 in Uganda.
- The International Matches and the preparatory camp took place after the end of the 2023/2024 season of the Club.
- In principle, and in accordance with Article 1 (9) of Annexe 1 of the FIFA RSTP, the Player was then supposed to return to the Club on 12 June 2024.
- According to the Player, prior to leaving, he requested permission to stay in Uganda following the International Matches in order to take his contractual holidays, which, still according to the Player, he was granted.
- The Player forwarded a copy of his flight ticket with the return date scheduled for 5 July 2024 to the Club, after which he received a corresponding bus ticket from the Club for the trip from the airport to the Club.
- On 24 June 2024, the Club requested the Player to return “*earlier*”, mentioning that “*we need to rebook the tickets*”, and on 27 June 2024, the Club forwarded the Notice Letter to the Player giving him “*a maximum period of three (3) days from the receipt of this notice to present yourself to the Club, i.e. by June 30, 2024.*”
- On 29 June 2024, the Player requested the Club to send him a new flight ticket scheduled for 1 July 2024, to which request the Club apparently never replied in any way.
- The Player failed to catch his original flight scheduled for 5 July 2024, in which regard the Club informed him, *inter alia*, “*do your best to be here asap*”.
- The Player then booked a new flight ticket scheduled for 7 July 2024, in which regard the Club apparently sent him a corresponding bus ticket.
- On 7 July 2024, the Club forwarded the Termination Letter to the Player making reference to the Player’s absence from “*training for more than 25 (twenty-five) days, despite the fact that on June 26, 2024, you were notified that you were given a deadline of 3 (three) days to appear with the team and you were given a deadline of June 29, 2024 after your absence following the FIFA international date and the matches played by Uganda against Botswana and Algeria.*”
- For the sake of good order, the Sole Arbitrator notes that the Termination Letter was dated 26 June 2024, but, and without any indications to the contrary, regards this as a simple typo and does not put any particular weight on this issue based on the circumstances.

118. Thus, the main issues to be resolved by the Sole Arbitrator are:
- A) Did the Club have just cause to terminate the Employment Contract on 7 July 2024, and, if so,
 - B) What are the financial consequences of the Club’s termination of the Employment Contract, if any?
- A) Did the Club have just cause to terminate the Employment Contract on 7 July 2024?**
119. To reach a decision on the issue of whether the Club had just cause to terminate the Employment Contract on 7 July 2024, the Sole Arbitrator has conducted an in-depth analysis of the facts of the case and the information and evidence gathered during the proceedings, including the information and evidence gathered during the proceedings before FIFA.
120. The Sole Arbitrator initially notes that Article 13 of the FIFA RSTP defends the principle of contractual stability, stating as follows:
- “A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement”.*
121. However, Article 14 of the FIFA RSTP reads, *inter alia*, as follows:
- “Article 14 Terminating a contract with just cause*
- 1. 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.*
 - 2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.*
122. Under Swiss law, good cause exists whenever the terminating party cannot be expected in good faith to continue the employment relationship (Article 337 par. 2 of the SCO), and in accordance with CAS jurisprudence, only material breaches of a contract can possibly be considered just cause for the termination of an employment contract (CAS 2013/A/3091).
123. Based on the facts of the case and the Parties’ submissions, the Sole Arbitrator finds that it is up to the Club to discharge the burden of proof to establish that it had in fact just cause to terminate the Employment Contract with the Player due to his absence from the Club.
124. In doing so, the Sole Arbitrator adheres to the principle established by CAS jurisprudence that *“in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate*

its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence” (e.g. CAS 2003/A/506, para. 54; CAS 2009/A/1810&1811, para. 46; and CAS 2009/A/1975, paras. 71ff)”.

125. However, the Sole Arbitrator finds that the Club has failed to adequately discharge its burden of proof to establish that it had in fact just cause to terminate the Parties’ employment relationship on 7 July 2024 due to the Player’s absence from the Club.
126. In this regard, the Sole Arbitrator initially notes that he agrees with the FIFA DRC in the Appealed Decision that the Player’s absence in 2024 cannot be considered decisive to qualify for the alleged just cause for termination of the employment relationship.
127. In this regard, the Sole Arbitrator agrees that it appears that the Club accepted that, in January 2024, the Player remained in his country for his alleged recovery and thus agreed to his late return to the Club. Moreover, the Sole Arbitrator notes that although the Club now disputes that the Player was actually suffering from malaria during his absence, the Club apparently never sanctioned or even formally warned the Player in this regard.
128. Moreover, and for the sake of good order, the Sole Arbitrator notes that even though multiple breaches or violations, which are individually immaterial, might cumulate in a way that makes them material, this is not the case here.
129. With regard to the Player’s absence from the Club in June and July 2024 following his international duties in Uganda, i.e. from 12 June 2024, the Sole Arbitrator first of all notes that he agrees with the FIFA DRC that this absence has to be considered as one absence.
130. In this regard, the Sole Arbitrator observes that the Player explained during the hearing that he had in fact requested, and was granted, permission from the Club to stay in Uganda in order to take his contractual holidays. Moreover, the Player did forward a copy of his return ticket scheduled for 5 July 2024 to the Club and did receive a corresponding bus ticket from the Club.
131. Moreover, the Sole Arbitrator observes that it is undisputed that it was only on 24 June 2024 that the Club reached out to the Player and requested him to return “earlier”, mentioning that “we need to rebook the tickets”, which also confirms that the Club was aware of the flight ticket scheduled for a later date.
132. So even if the Club now submits that “Adam” was never in a position to grant the Player permission to stay in Uganda, the Sole Arbitrator finds himself

satisfied that the Club had (at least tacitly) accepted that the Player stayed in Uganda following his international duties in order to take his contractual holidays.

133. Following its request to the Player to return earlier, in its Notice Letter of 27 June 2024, the Club granted the Player “*a maximum period of three (3) days from the receipt of this notice to present yourself to the Club, i.e. by June 30, 2024*”.
134. Thus, and based on the circumstances of this case, the Sole Arbitrator finds that the Player’s absence until 30 June 2024 cannot be considered a breach of his contractual obligations to the Club.
135. Moreover, the Sole Arbitrator observes, also in line with the FIFA DRC, that the Club did not object to the Player’s statement that he was ready to return on 1 July 2024, based on which the Sole Arbitrator agrees with the FIFA DRC that there was a tacit acceptance from the Club that this would be his return date.
136. The Sole Arbitrator understands that the Player did not object to the Club’s request to have him back earlier, but that he submits that the reason for him not returning on 1 July 2024 as suggested by him is that the Club failed to send him an amended flight ticket or at least to pay him the additional costs in this regard.
137. However, the Sole Arbitrator is not convinced that the Club was obliged to do so and therefore finds that, as a starting point, the Club was entitled to expect him to return on 1 July 2024, which the Player failed to do.
138. However, the Sole Arbitrator also observes that even though the Club tried to contact the Player on 1 and 2 July 2024 without any response, which the Player is to be blamed for, the Club did not take any further action at that point in time, and on 5 July 2024, when the Player finally contacted the Club and explained the alleged reason for him not catching his flight scheduled for 5 July 2024, the Club replied, *inter alia*, “*do your best to be here asap*”.
139. Moreover, the Sole Arbitrator observes that the Club, when informed about the Player’s new return date, i.e. 7 July 2024, without any reservations forwarded a corresponding bus ticket to the Player, which, in the Sole Arbitrator’s view, indicates an indirect acceptance of the Player’s return to the Club on that date.
140. Based on these circumstances, the conduct of both Parties, and also taking into account that the Player’s absence in early July 2024 was in between two seasons and, therefore, that the Player did not miss any official matches due to his absence, the Sole Arbitrator finds that the Player’s absence cannot be considered a sufficiently serious breach of his contractual obligations to the Club to justify the Club’s unilateral termination of the employment relationship as a measure of *ultimo ratio*.

141. As such, the Sole Arbitrator agrees with the FIFA DRC that the Club did not have just cause to terminate the Employment Contract on 7 July 2024.

B) What are the financial consequences of the Club’s termination of the Employment Contract, if any?

142. Since the Parties’ contractual relationship was terminated without just cause by the Club, the Sole Arbitrator must then assess the Player’s claim for compensation for breach of contract.

143. With regard to the Player’s claim for compensation for breach of contract, and since the Club is held liable for the early termination of the Parties’ contractual relationship due to its breach of contract, the Sole Arbitrator finds that the Player is entitled, subject to Article 17 (1) of the FIFA RSTP, to receive financial compensation for breach of contract.

144. Article 17 (1) of the FIFA RSTP states, *inter alia*, as follows:

“Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated taking into account the damage suffered, according to the “positive interest” principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated 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..

iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail. [...]”.

145. With reference to the said provision and the circumstances of the case, the Sole Arbitrator finds it undisputed i) that no agreement was concluded between the Parties on the amount of compensation payable in the event of breach of contract, ii) that the Player, for the remaining period of the Employment Contract, would have been entitled to receive a salary of USD 55,000 from the Club and iii) that the Player, on 29 January 2025, and thus after the termination of the contractual relationship with the Club and after the Appealed Decision was rendered, signed the New Contract with Wolwalo Adigrat University FC valid from 1 February 2025 until 30 January 2026, granting the Player a monthly net salary of USD 4,000.
146. Initially, the Sole Arbitrator notes, in consistency with the well-established CAS jurisprudence, that the injured party is entitled to a whole reparation of the damage suffered according to the principle of “*positive interest*”, under which compensation for breach must be aimed at reinstating the injured party to the position it would have been in had the contract been performed until its expiry (CAS 2012/A/2698; CAS 2008/A/1447).
147. Moreover, the Sole Arbitrator observes that Article 337c paras 1 and 2 of the SCO provides the following: “(1) *Where the employer dismisses the employee with immediate effect without good cause, the employee is entitled to damages in the amount he would have earned had the employment relationship ended after the required notice period or on expiry of its agreed duration. (2) Such damages are reduced by any amounts that the employee saved as a result of the termination of the employment relationship or that he earned by performing other work or would have earned had he not intentionally foregone such work*”.
148. In view of the above, the Sole Arbitrator is satisfied to note that the Player has the right to have his compensation determined under the provisions of Article 17 (1) of the FIFA RSTP in the light of the principle of “*positive interest*” as specified above and with due consideration to the duty to mitigate damages according to Swiss law, which is consistent with CAS jurisprudence (CAS 2005/A/909-910-911; CAS 2005/A/801; CAS 2004/A/587).
149. While the Parties does not dispute that the amount of USD 55,000 serves as the basis for the determination of the amount of compensation payable to the Player for breach of contract, the Parties are in dispute over whether the Player’s remuneration originating from the New Employment Contract should be applied to mitigate the amount of compensation payable by the Club.
150. The Club, on the one hand, submits, *inter alia*, that mitigation is an ongoing matter that may always be brought to the knowledge of the Sole Arbitrator before a final decision is issued and, thus, any compensation payable to the Player must in any case be mitigated

by any amount of remuneration to the Player pursuant to the New Contract for the remaining period of the Employment Contract.

151. The Player, on the other hand, submits, *inter alia*, that since the Player was only able to find other employment following the issuing of the Appealed Decision, mainly because of the Club's conduct, the Club cannot benefit from the Player's new employment with another club.
152. In light of the Sole Arbitrator's "*de novo*" power of review pursuant to Article R57 of the CAS Code, and considering the long-standing CAS jurisprudence that the mitigation is an ongoing duty that should always be considered until a final decision is rendered by the CAS, the Sole Arbitrator finds that the remuneration to the Player pursuant to the New Contract for the remaining original term of the Employment Contract, i.e. until 31 May 2025, must be taken into consideration for mitigation purposes. This understanding is in line with, *inter alia*, CAS 2022/A/9004 (para. 82-86), which states:

"82. The Sole Arbitrator notes that the Player objected that the remuneration agreed with [Club] be taken into account for the calculation of the so-called "Mitigated Compensation" since Article 17 (1) FIFA RSTP provides that a deduction from the due compensation is allowed "in case the player signed a new contract by the time of the decision". Therefore, since the Player signed the new employment contract on 22 August 2022, after issuing the Appealed Decision on 9 June 2022, and outside the relevant period, no "Mitigated Compensation" can occur.

83. The Sole Arbitrator acknowledges the wording of the provision at stake but, oppositely, holds that the deduction is always allowed when the Player, before a final decision, enters into a new contract.

*84. A final decision must be understood to be that concluding the proceedings between the parties, i.e., where an appeal is brought, as in the case at stake, the one rendered by the CAS in the relevant proceedings pursuant to the power of *de novo* review under Article R57 of the Code that is granted to the panels.*

*85. Otherwise reasoning, a panel's decision would inevitably be affected by the procedural and substantive issues that occurred before first instance bodies (FIFA DRC in this case) and thus limited in its power to assess the dispute "*de novo*". 86. Furthermore, the wording of Article 17 FIFA RSTP does not provide for any procedural estoppel. Conversely, it appears indisputable that such provision can be applied only to the proceedings before FIFA since, at the time of the relevant decision, the DRC will be bound to the employment situation of the parties at that moment, as it happened in this case."*

153. In the case at hand, it is not disputed that the Player, until the end of May 2025, was entitled to receive the amount of USD 16,000 (four monthly salaries of USD 4,000 each) pursuant to the New Contract.
154. On this basis, the Sole Arbitrator finds that the amount granted to the Player in the Appealed Decision must be reduced by the amount of USD 16,000 to a compensation of USD 39,000, which the Sole Arbitrator finds to be fair and reasonable under the

applicable criteria for the general duty of mitigation of damages and in accordance with Article 337c paras 1 and 2 of the SCO.

IX. COSTS

(...).

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by MFK Vyškov A.S. on 18 March 2025 against the decision of the FIFA Dispute Resolution Chamber issued on 16 January 2025 is partially upheld.
2. The decision of the FIFA Dispute Resolution Chamber issued on 16 January 2025 is confirmed, with the exception of point 2 of its operative part, which is amended as follows:

*“2. The Respondent, MFK Vyskov a.s., must pay to the Claimant the following amount:

- USD 39,000 as compensation for breach of contract.”*
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.

Seat of Arbitration: Lausanne, Switzerland

Date: 5 March 2026

THE COURT OF ARBITRATION FOR SPORT

Lars Hilliger
Sole Arbitrator