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

CAS 2025/A/11338 FC Sheriff v. Luis Mateo Ortiz Lara

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Omar Ongaro, Legal Counsel in Dübendorf, Switzerland

in the arbitration between

FC Sheriff, Tiraspol, Moldova
Represented by Messrs Mikhail Prokopets, Ilya Chicherov, Yury Yakhno, Maksim Kozyrev and Ms Daria Lukienko, Attorneys-at-Law at SILA International Lawyers in Moscow, Russia

Appellant

and

Luis Mateo Ortiz Lara, Manta, Ecuador
Represented by Mr Juan Pablo Giraldo Grisales, Attorney-at-Law in Medellín, Colombia

Respondent

I. THE PARTIES

1. FC Sheriff (the "Club" or the "Appellant") is a professional football club with its headquarters in Tiraspol, Moldova, which currently participates in the Moldovan Super Liga for the 2025/26 season. FC Sheriff is affiliated with the Moldovan Football Federation (the "FMF"), which in turn is a member of the *Union des Associations Européennes de Football* (the "UEFA") and the *Fédération Internationale de Football Association* (the "FIFA").

2. Mr Luis Mateo Ortiz Lara (the "Player" or the "Respondent"), born on 31 January 2000 in Guayaquil, Ecuador, is a professional football player. He is currently registered with and playing for the club Manta FC in Manta, Ecuador.

3. The Appellant and the Respondent are jointly referred to as the "Parties".

II. THE DECISION AND ISSUE ON APPEAL

4. The Club's appeal relates to a decision rendered by the Dispute Resolution Chamber of the FIFA Football Tribunal (the "DRC") on 23 January 2025 (ref. no. FPSD-16059; the "Appealed Decision").

5. In the Appealed Decision, the DRC had partially accepted the Player's claim against the Club for outstanding remuneration and compensation for breach of contract in relation to the unilateral termination by the Player of the employment contract no. 0324-F signed between the Parties on 20 January 2024 (the "Contract").

6. The Club is challenging the Appealed Decision in these proceedings.

III. FACTUAL BACKGROUND

7. Below is a summary of the relevant facts and allegations based on the Parties' written and oral submissions, as well as the CAS file. References to additional facts and allegations found in the Parties' submissions, pleadings and evidence may be set out, where relevant, in connection with the legal analysis that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he deems necessary to explain his reasoning.

A. Background Facts

8. On 20 January 2024, the Parties signed the Contract, which was valid from the date of signature until 31 December 2025, with the purpose of regulating the employment conditions of the Player as a professional sportsman for the Club and providing regulations on the rights and duties of the Parties. The Contract also contained an option for the extension of its validity by one more year, *i.e.,* until 31 December 2026.

9. According to Clause 9. of the Contract, the Player was, *inter alia*, entitled to the

following:

"9.1.1. In the period from 20.01.2024 to 31.12.2024 – 7'000 USD net per month.

9.1.2. In the period from 01.01.2025 to 31.12.2025 – 8'000 USD net per month, provided that in the period from 20.01.2024 to 31.12.2024 the Sportsman participates in not less than 50% of the official matches (championship matches) in the Club's main team.
In case the Sportsman participates in less than 50% of the official matches (championship matches) in the Club's main team, then the Sportsman's salary in the second year of the contract validity (period from 01.01.2025 to 31.12.2025) will be paid in the amount of 7'000 USD net per month;

[…]

9.3. *Salary is paid monthly up to 25th day of the month following the month for which salary is accrued"* (emphasis in the original).

10. Between 1 and 16 May 2024, the Player was advised to train separately from the team with some other Club's players under the supervision of the Club's coach.

11. On 18 May 2024, the Club played the last competitive match of the 2023/24 season, and the players were then released on vacation. Before leaving, the Player was requested to return his sport kit to the Club.

12. On the same day, the Club purchased a one-way flight ticket to Ecuador for the Player, and he left Moldova on 22 May 2024.

13. On 17 June 2024, the Player was removed from the team chat on WhatsApp by a Club's employee.

14. On 4 July 2024, the Club submitted a draft of an *"Additional Agreement"* to the Contract and of an "*Annex 1 to the Additional agreement of 04.07.2024 to the Employment contract No. 0324-F of 20.01.2024"* to the Player (together, the "Termination Agreement"). According to the Annex 1, the Club would pay the Player the total amount of USD 14'000 net (USD 7'000 as salary for June 2024 and USD 7'000, equivalent to the salary of July 2024, as compensation for the early termination of the Contract), in connection with the mutually agreed termination of the Contract as of 4 July 2024. The amount was to be paid no later than 15 July 2024. In case of proper payment of the relevant sum, the Parties would not have any claims towards each other, unfulfilled obligations to the other party or grounds to make complaints anymore.

15. On 8 July 2024, the Club's translator reminded the Player that *"since you signed the termination of your contract with the club, the club no longer has anything to do with what you mentioned - we just have to close the salary issue and that's it"*.

16. On 9 July 2024, the Club paid the amount of USD 14'300 to the Player, via bank transfer.

17. On the same day, the translator of the Club sent two documents to the Player under the titles *"Proof of Last Contract"* and *"Additional Agreement to the Employment Contract"*, both dated 4 July 2024.

18. On 19 July 2024, the Player sent a formal request to the Club requesting it to facilitate his return to Tiraspol by purchasing a return ticket for him.

19. On 23 July 2024, the Club registered the relevant documentation pertaining to the early termination of the contractual relationship with the FMF.

20. On 24 July 2024, the Club announced the termination of the Contract by mutual consent in its social media channels.

21. On 29 July 2024, the Player returned to Moldova at his own expenses.

22. On 1 August 2024, a meeting was held between the Parties at the Club's premises.

23. On 5 August 2024, the Player sent a formal request to the Club, insisting to be reintegrated into the squad within 10 days.

24. On 12 August 2024, the Club's translator resent the *"Proof of Last Contract"* document to the Player.

25. On 23 August 2024, the Player notified the Club that the Contract had not been terminated, and that, if he was not registered with the Club by the end of the registration period, he would have a just cause to terminate the Contract.

26. Following the repeated requests from the Player to be reinstated in the team, on 29 August 2024, the Club formally reiterated to the Player that the Contract had been terminated by mutual consent and that the Club could not see the grounds for the Player's requests.

27. On 7 September 2024, the Player was arrested.

28. On the same day, the Club received a further letter from the Player referring to a situation that he was going through, and alleged evidence proving *"the violation and persecution of his personal integrity"*. Furthermore, the Player demanded his safe departure from the country within 48 hours.

29. On 1 February 2025, the Player signed a new employment contract with the Ecuadorian club Manta FC, for the 2025 season, *i.e., "from 1 February 2025 to the end of the Championship Series A 2025"*.

B. Proceedings before the DRC

30. On 16 September 2024, the Player lodged a claim against the Club before the DRC for outstanding remuneration and compensation deriving from the Club's contractual breach and his subsequent unilateral termination of the Contract.

31. Despite having been invited to do so, the Club failed to reply to the claim.

32. On 23 January 2025, the DRC rendered the Appealed Decision and partially accepted the Player's claim. The operative part of the Appealed Decision states, in its relevant parts, as follows:

1. *"The claim of the Claimant, Luis Mateo Ortiz Lara, is partially accepted.*

2. *The Respondent, FC Sheriff, must pay to the Claimant the following amounts:*

   - ***USD 7,000 as outstanding remuneration*** *plus 5% interest p.a. as from 26 September 2024 until the date of effective payment;*

   - ***USD 112,000 as compensation for breach of contract*** *plus 5% interest p.a. as from 16 September 2024 until the date of effective payment.*

3. *Any further claims of the Claimant are rejected"* (emphasis in the original).

33. On 21 March 2025, FIFA notified the grounds of the Appealed Decision to the Parties.

34. As for the grounds, the DRC held, in particular, the following:

- *"The Chamber further noted that the Club did not provide its position on the claim […]"* and *"confirmed that, based on art. 21 par. 1 of the Procedural Rules* [the Procedural Rules Governing the Football Tribunal]*, a decision shall be taken based on the documentation on file […]".*

- *"According to the evidence on file, neither document* [the Termination Agreement] *was ever signed by the Player".*

- *"The Chamber also took note that, in all communications sent to the Club, the Player had insisted on the fulfilment of the Contract […]".*

- *"The Chamber further observed that in the Player's communication dated 7 September 2024, he refrained from requesting the fulfilment of the Contract and instead requested his release within the next 48 hours […]".*

- *"[…] in the absence of a clear termination letter, [the Chamber] decided that the Player had unilaterally terminated the Contract on 7 September 2024".*

- *"[…] the Chamber also referred to the specific wording of art. 14 par. 2 of the Regulations* [the Regulations on the Status and Transfer of Players; (the "RSTP")]*, according to which '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".*

- *"Furthermore, the Chamber took note of the ample evidence provided by the Player to substantiate his allegations".*

- *"[…] the Chamber noted that the behaviour of the Club, consisting of the Player's exclusion from the official team activities, denial of access to club facilities, a disregard for the Player's formal requests, public misrepresentation of his contractual status, and obstruction of the Player's professional reintegration is clearly and deliberately abusive. Furthermore, the Chamber took note of the*

evidence provided by the Player, showing that he consistently and in good faith tried to contact the Club and requested to be allowed to comply with the terms of the Contract".

- *"[…] the Player had just cause to terminate the Contract due to the Club's abusive conduct".*
- *"As a consequence, and in accordance with the general legal principle of pacta sunt servanda, the Chamber decided that the Club is liable to pay to the Player the amounts which were outstanding under the Contract at the moment of the termination, i.e. USD 7,000".*
- *"[…] the Chamber determined that the amount of compensation payable by the Club to the Player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. In this respect, as a general rule, the compensation to be paid to the player by the club shall 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".*
- *"[…] the Chamber noted that the Player remained unemployed since the termination of the Contract".*
- *"[…] the Chamber decided to award the player compensation for breach of contract in the amount of USD 112'000, i.e. 16 times USD 7,000, as the residual value of the Contract".*

IV. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

35. On 10 April 2025, the Appellant filed its Statement of Appeal against the Respondent with the CAS, challenging the Appealed Decision passed on 23 January 2025, in accordance with Article R48 of the Code of Sports-related Arbitration, edition February 2023 (the "CAS Code"). Based on Article R50 para. 1 of the CAS Code, the Appellant suggested for the matter to be submitted to a sole arbitrator to be appointed by the President of the CAS Appeals Arbitration Division. Moreover, it chose English as the language for the present arbitration and requested an extension of its deadline to file the Appeal Brief by twenty-eight (28) days.

36. On 11 April 2025, pursuant to Article R41.3 of the CAS Code, the CAS Court Office invited FIFA, as the authority that issued the Appealed Decision, to state whether it intended to participate as a party in the present proceedings.

37. On the same day, the Parties were informed by the CAS Court Office that, pursuant to Article R32 para. 2 of the CAS Code, an extension of ten (10) days of the deadline for the Appellant to file its Appeal Brief was granted, and it invited the Respondent to provide his position in relation to the additional extension of eighteen (18) days.

38. On 14 April 2025, the Respondent agreed to the appointment of a sole arbitrator to deal with this case. Furthermore, considering that he and his legal representative were both

Spanish speakers, he requested that his submissions could be filed in Spanish. Finally, he objected to the additional extension of the Appellant's deadline to file its Appeal Brief.

39. On 16 April 2025, the CAS Court Office informed the Parties on behalf of the Deputy President of the CAS Appeals Arbitration Division that the Appellant's deadline to file its Appeal Brief was extended to 6 May 2025.

40. On 17 April 2025, the Appellant insisted on English being the language of the present proceedings. On the same day, the CAS Court Office informed the Parties that the deadline for the submission of the Appeal Brief would be stayed pending the decision on the language of the arbitration.

41. On the same date, the Respondent informed the CAS Court Office of his agreement for the proceedings to be conducted in English.

42. On 21 April 2025, FIFA informed the CAS Court Office that it renounced its right to request its possible intervention in the present arbitration proceedings.

43. On the same date, the CAS Court Office confirmed that English would be the language of this arbitration and that the deadline for the Appellant to submit its Appeal Brief would resume with immediate effect and expire on 12 May 2025.

44. On 6 May 2025, following a respective request from the Appellant of 5 May 2025, the CAS Court Office informed the Parties, on behalf of the CAS Director General, that, pursuant to Article R32 para. 2 of the CAS Code, the deadline for the filing of the Appeal Brief was extended by one (1) additional day.

45. On 13 May 2025, the Appellant filed its Appeal Brief and relevant exhibits in accordance with Article R51 of the CAS Code. The brief contained, *inter alia*, a request for document production.

46. On 15 May 2025, the Respondent requested for his deadline to file the Answer to the appeal to be set aside and fixed after the payment by the Appellant of the totality of the advance of costs in accordance with Article R55 para. 3 in conjunction with Article R64.2 of the CAS Code.

47. On 23 May 2025, the CAS Court Office acknowledged payment of the advance of costs by the Appellant and set a new deadline for the Respondent to file his Answer to the appeal.

48. On 23 June 2025, the Respondent filed his Answer in accordance with Article R55 of the CAS Code, after a request for an extension of the pertinent time limit by ten (10) days had been granted by the CAS Director General pursuant to Article R32 para. 2 of the CAS Code.

49. On 25 June 2025, the CAS Court Office invited the Parties to indicate whether they wished for a hearing to be held in this matter, or whether they preferred the Sole Arbitrator to render an Award based solely on the written submissions.

50. On 27 June 2025, the CAS Court Office, pursuant to Article R54 of the CAS Code and

on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Sole Arbitrator appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr Omar Ongaro, Legal Counsel in Dübendorf, Switzerland

51. On 30 June 2025, the Appellant informed the CAS Court Office that, given the substantial differences in facts presented by the Parties and the legal implications deriving therefrom, it deemed a hearing to be necessary. The Appellant contended that it would also provide the opportunity for the witnesses specified by the Appellant in its Appeal Brief to be heard.

52. On the same date, the Respondent informed the CAS Court Office that it did not consider the holding of a hearing necessary in the present matter, since the file was sufficiently complete, and requested that the Sole Arbitrator renders his decision solely based on the written submissions.

53. On 10 July 2025, on behalf of the Sole Arbitrator, the CAS Court Office advised the Parties that the document production request contained in the Appellant's Appeal Brief was partially granted, with the grounds for this decision to be included in the final award. Accordingly, the Respondent was invited to produce a copy of *"his new employment contract with FC Manta together with all addendums and annexes thereto (if any) in full, i.e., without any modification"*.

54. On 21 July 2025, the Respondent provided a copy of his employment contract with Manta FC in its original Spanish version.

55. On 22 July 2025, the CAS Court Office invited the Respondent to provide a certified English translation of the employment contract with Manta FC in accordance with Article R29 para. 3 of the CAS Code. The Respondent complied with such request on 25 July 2025.

56. On 4 August 2025, the Appellant submitted its comments and observations regarding the employment contract produced by the Respondent.

57. On 15 August 2025, the Respondent provided his observations in response to the Appellant's submission of 4 August 2025 relating to the employment contract signed between the Respondent and Manta FC.

58. On 8 September 2025, the CAS Court Office informed the Parties that, after considering the Parties' submissions and positions, and pursuant to Article R57 of the CAS Code, the Sole Arbitrator had decided to convene a hearing, which would be held by videoconference.

59. On 6 October 2025, the CAS Court Office provided the Parties with an Order of Procedure and requested them to sign and return it by 13 October 2025.

60. On 13 October 2025, both Parties provided the duly signed Order of Procedure to the CAS Court Office.

61. On 23 October 2025, the CAS Court Office provided the Parties with a tentative hearing schedule. None of the Parties submitted any comments thereto. The hearing schedule was therefore considered final.

62. On 30 October 2025, the hearing was held by videoconference. None of the Parties raised any objection to the constitution and composition of the deciding body.

63. In addition to the Sole Arbitrator, and Ms Shanaize Yahiaoui, Counsel to the CAS, the following persons attended the hearing:

    a) For the Appellant:

        - Mr Yury Yakhno, lead Counsel;
        - Mr Maksim Kozyrev, Counsel;
        - Mr Aleksandrs Stradins, Witness; and
        - Mr Sergey Busuioc, Witness.

        Interpreter:

        Ms Nadezhda Levchenko

    b) For the Respondent:

        - Mr Juan Pablo Giraldo Grisales, Counsel;
        - Luis Mateo Ortiz Lara, Respondent.

        Interpreter:

        Mr Jaime Alberto Ortiz Mora

64. In response to a specific question from the Appellant, the Sole Arbitrator explained and made clear that the Player was attending the hearing in his capacity as a party to the proceedings, and not as a witness. Indeed, he had not been mentioned as a witness in the Respondent's written submissions, nor had there been any comments to the suggested hearing schedule, where the Player did not appear as a witness. Consequently, it was not possible for the Parties to examine or cross-examine the Player during the hearing.

65. At the outset of the hearing, the interpreters were solemnly invited by the Sole Arbitrator to tell the truth and to truthfully translate the Parties' statements, subject to the sanctions of perjury, in accordance with Article R44.2 para. 6 of the CAS Code.

66. The Parties explicitly agreed that the Respondent's interpreter would simultaneously translate the Appellant's Counsel's pleadings for Counsel for the Respondent, ensuring that only the original English submissions (*i.e.*, the language of the present proceedings) would be heard and recorded during the hearing.

67. The Parties were given full opportunity to present their cases, submit their arguments, and answer the questions posed by the Sole Arbitrator.

68. Prior to each witness being heard, the Sole Arbitrator reminded them of their duty to tell

the truth, subject to the sanctions of perjury, in accordance with Article R44.2 para. 6 of the CAS Code.

69. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard and to be treated equally had been respected.

V. SUBMISSIONS OF THE PARTIES

70. The Sole Arbitrator confirms that he carefully heard and considered all submissions, evidence, and arguments presented by the Parties, even if they are not fully summarised or expressly referred to in this arbitral award. The purpose of this section is merely to set out a summary of the substance of the Parties' principal contentions and does not purport to be exhaustive. In deciding the Club's appeal, the Sole Arbitrator has taken into account all material placed before him, including allegations and arguments not specifically mentioned herein or in the subsequent discussion of the claim.

A. The Appellant's Position

71. In its Appeal Brief dated 13 May 2025, the Appellant filed the following requests for relief (in essence, corresponding to those filed with its Statement of Appeal):

"Football Club Sheriff respectfully requests the CAS to rule as follows:

1. *The appeal filed by Football Club Sheriff is upheld.*

2. *The Appealed Decision is annulled and set aside in its entirety.*

Alternatively, should point 2 be dismissed:

3. *Point 2 of the operative part of the Appealed Decision is amended so that the value of the current employment contract of Mr. Luiz Mateo Ortiz Lara with FC Manta calculated as from its conclusion until 31 December 2025 is* ***deducted*** *from compensation (sic) for breach of contract due to Mr. Luiz Mateo Ortiz Lara.*

In any event:

4. *Mr. Luiz Mateo Ortiz Lara shall bear all costs incurred with the present procedure.*

5. *Mr. Luiz Mateo Ortiz Lara shall pay Football Club Sheriff a contribution towards its legal fees and other expenses incurred in connection with the present proceedings, in an amount to be determined at the Sole Arbitrator's discretion"* (emphasis in the original).

72. The Appellant's submissions in support of its appeal against the Appealed Decision, in essence, may be summarised as follows:

As to the facts:

i. The lack of response to the claim before the DRC was due to an administrative oversight and delivery of e-mails from FIFA to the Club's spam folder. It only became aware of the pertinent proceedings when the FMF forwarded the operative part of the Appealed decision to them.

ii. In his claim before the DRC, the Player made several misleading statements.

iii. During the term of the Contract, the Club fully complied with its contractual obligations, in particular, also with its financial commitments.

iv. The Player did not object to training separately with some team-mates as of 1 May 2024.

v. At the end of the 2023/24 season, the Club requested the Player to return his sport kit solely for the purpose of maintenance and of checking if it was complete.

vi. Towards the end of the 2023/24 season (May, June 2024), the Player was interested in mutually terminating the contractual relationship with the Club, and he asked Mr Aleksandrs Stradins to assist him. The latter contacted the Club and Mr Sergey Busuioc. Efforts were made to find a new place of employment for him. Communications to this effect took place, in particular, in the first days of July 2024, between Mr Stradins on behalf of the Player and the Club.

vii. The Player was seeking alternatives in order to secure more playing time with a new club.

viii. Because of these discussions, the Club decided to buy a one-way ticket only for the Player.

ix. Within the scope of these discussions, the Player confirmed to his representative that he would agree to a mutual termination of the Contract, against payment of two monthly salaries.

x. The draft Termination Agreement was remitted to the Player via Mr Busuioc and his representative, Mr Stradins, on 4 July 2024, and was returned to the latter with the Player's electronic signature no later than 6 July 2024. Mr Stradins then passed it on to Mr Busuioc, who acted on behalf of the Club in this matter.

xi. The relevant video record of the chat evidences that the Player had confirmed to Mr Stradins that he would sign the Termination Agreement immediately.

xii. Mr Busuioc had the Club countersign the Termination Agreement, before returning a copy to Mr Stradins.

xiii. Consequently, the process of signing the Termination Agreement was completed between 4 and 6 July 2024.

xiv. The Player admits having received the amount as per the Termination Agreement.

xv. Shortly after signing the termination documents, the Club noticed that, contrary to

the Contract, the Player had put his name in the termination documents in printed letters, and not in handwritten ones. Therefore, the Club requested the Player to change the writing of his name in the Termination Agreement.

xvi. However, the Player refused to do so. Apparently, he had changed his mind and made an attempt to revoke his agreement to the early termination of the contractual relationship, until he found a new club. In fact, he confirmed to Mr Stradins that he would amend the Termination Agreement, when he will have another club.

xvii. Despite Mr Stradins' contacts with several clubs, the Player did not find a new club, also because he declined a couple of offers. Hence, he never amended the Termination Agreement in relation to the writing of his name.

xviii. As of 19 July 2024, the Player started to send letters to the Club, pretending that he had not signed the Termination Agreement and requesting to be reinstated in the team. On 29 July 2024, he returned to Moldova at his own discretion.

xix. During the meeting held on 1 August 2024, the Club insisted on the mutual termination of the contractual relationship, and that there were no overdue payables or non-performed obligations. However, following the meeting, the Player continued to send letters and to ask to be reinstated in the team.

xx. Following the Player's letter of 7 September 2024, on 9 September 2024 a call was arranged between the Player's and the Club's representatives, and the Club came to learn that around 7 September 2024 the Player was still in Moldova and was detained by the officers of the Ministry of Internal Affairs of the Pridnestrovian Moldavian Republic. During the call, the Player accused the Club of being involved in his detention.

xxi. Contrary to the Player's contentions, the videos presented by him relating to his detention on multiple occasions show that, at least one of the officers, a woman, wore a uniform with the abbreviation MVD, which stands in Russian for "Ministry of internal affairs", and which had shoulder straps.

xxii. Equally, the officers communicated with the Player using Google Translator or a similar application, and explained him that the lawyer and translator were on their way, that he had been detained and transported to the police station because the arrival of the lawyer and the translator took some time, that he would be given the opportunity to call his personal lawyer and to provide all required documents, and that videorecording in the police station was prohibited, reason why they asked him to put away his mobile phone and not to behave aggressively.

xxiii. The Club denies any involvement in or knowledge of the Player's detention, before being informed of it by the Player. The Club even offered to help him in hiring a lawyer who had the right to represent people in criminal procedures. However, the Player ignored that.

xxiv. The WhatsApp conversation the Player had with the Club's translator on 10 August 2024 did not contain any threats. On the contrary, it was meant to make the Player

aware of his precarious situation, in a foreign country without a valid employment contract in place. In any case, the relevant exchanges were made within the scope of a private conversation.

xxv. Subsequently, the Club managed to obtain the documentation pertaining to the possible criminal prosecution of the Player, and it turned out that, on 29 July 2024, seemingly after his arrival to Tiraspol, the *"suspected person"* took a taxi form the airport and paid with a USD banknote, which appeared to be a forgery. By the beginning of September 2024, the Ministry of Internal Affairs apparently defined that the Player could be the "suspected person" and detained him.

xxvi. The Club is unaware of what happened after the Player's detention, but it is obvious that he was able to leave the country. Currently, he has a "Wanted" status in the Pridnestrovian Moldavian Republic.

As to the merits:

xxvii. On the basis of the *de novo* principle enshrined in Article R57 of the CAS Code and respective CAS jurisprudence, the Club is not prevented from filing its arguments and requests in these arbitration proceedings.

xxviii. According to the opinion of leading experts, the discretion granted to CAS panels by Article R57 para. 3 of the CAS Code to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered, should be used with high reservation.

xxix. It would be for the Respondent to demonstrate why admitting the new evidence would constitute an abuse of process and that the Appellant's adducing of pre-existing evidence amounts to abusive or otherwise unacceptable procedural conduct.

xxx. Considering the Player's bad faith shown by not mentioning at all the termination documents in the proceedings before the DRC, the Club believes that there is no abuse of process if the relevant evidence proving the termination by mutual consent is now admitted to the file.

xxxi. In the Club's view, the accusations raised by the Player against the Club relating to his detention significantly influenced the decision of the DRC. Such accusations are totally wrong and again demonstrate the bad faith of the Player. Consequently, the issue should be rectified and heard *de novo* before the CAS.

xxxii. The Contract was terminated by mutual agreement. Therefore, the Appealed Decision should be set aside.

xxxiii. Article 14 (*recte*: Article 13) of the RSTP establishes that a contract between a professional player and a club may be terminated, at any time, by mutual consent.

xxxiv. Before the DRC, the Player disputed having ever signed termination documents. According to CAS jurisprudence, under the circumstances, it is for the Appellant, which invokes the existence of signed termination documents, to prove the

authenticity of the relevant documents.

xxxv. The media recordings provided by Mr Busuioc and Mr Stradins show that the Player received the draft Termination Agreement from Mr Stradins, the terms of the Termination Agreement corresponded to the Player's expectations, *i.e.,* early termination of the Contract by mutual consent against payment of two salaries, and the Player returned the signed drafts to Mr Stradins without any reservations, for him to pass them on to Mr Busuioc for the Club's signature.

xxxvi. The Player thus expressed his consent to the early termination of the Contract and notified the Club accordingly. It is undeniable that the exchange of the signed termination documents was completed between 4 and 6 July 2024.

xxxvii. The Player has himself breached the FIFA Football Agent Regulations (the "FFAR"), by accepting to work with Mr Stradins, who is an unlicensed agent. He is now using this fact in his favour, which is to be considered a *venire contra factum proprium*.

xxxviii. The argument of alleged lack of representation right fails as of the moment when the Player sent the draft Termination Agreement to Mr Stradins. Indeed, as of then there was at least a *de facto* authorisation.

xxxix. The consequences of the Termination Agreement are clear and explicit. The Contract was terminated by mutual consent, with the Club in turn paying the salary of June 2024 and an additional salary as compensation for the termination to the Player. Possible second thoughts of the Player following the signature of the termination documents cannot render an agreement ineffective.

xl. CAS jurisprudence reminds that it is not uncommon for negotiations for a football player's contract to be conducted through video calls and other electronic means of communication, and for the party to execute the agreement remotely, in particular, if they are domiciled in different countries.

xli. When having to establish whether an agreement was entered into between the parties, the deciding authority must first try to assess the real intention of the parties. If the latter is not possible, the contract must be interpreted according to principle of good faith, which aims at giving the preference to a more objective approach.

xlii. The Player was aware that the Termination Agreement he had signed had been received by the Club. Furthermore, the Player knew from the message he received from the Club's translator on 8 July 2024 and the Club's e-mail of 29 August 2024 that the Club considered he had signed the Termination Agreement and therefore, it had been validly concluded.

xliii. The Termination Agreement, which is part of the Contract, contains all *essentialia negotii* of an employment contract, *i.e.*, the date, the name of the Parties, the nature of the employment (termination of employment), the remuneration component and the Parties signatures, and is therefore valid.

xliv. The Club's request to amend the manner the Player entered his name on the Termination Agreement is irrelevant for the validity of the respective documents. In fact, it has to be considered a secondary term as per Article 2 para. 1 of the Swiss Code of Obligations (the "SCO").

xlv. At the very least, the draft Termination Agreement must be considered as an offer from the club to the Player. On the basis of Article 5 para. 1 of the SCO the Club was bound by that offer, and the Player accepted the offer without reservation by returning the signed copy of the termination documents. In the words of a CAS Panel *"the meeting of minds occurred"*.

xlvi. Removing the Player from the team chat did not constitute a contractual breach. The Contract did not provide for the Player's right to be part of it, and other means of communication with the Club remained at his disposal. The Player's removal from the chat occurred within the scope of the negotiations held between the Parties for the mutual termination of the Contract.

xlvii. In summary, the Player explicitly agreed that the Contract was terminated on 4 July 2024. Hence, the Player's reference to alleged contractual breaches by the Club that occurred after that date become moot. Equally, the events that followed the signing of the termination documents, at no point rescinded or amended the concluded Termination Agreement.

xlviii. As per Clause 9.3. of the Contract, the July 2024 salary was not due before 25 August 2024. Hence, the Player's allegation that his July 2024 salary was paid by the Club on 9 July 2024 is not comprehensible. In effect, the relevant amount of USD 7'000 was paid as compensation for the early termination of the Contract, as agreed in the Termination Agreement.

xlix. The Player's behaviour after the signature of the termination documents constitutes a clear case of *venire contra factum proprium*. The Player had no revoke or dispute his express agreement to the early termination of the Contract after having accepted the Club's relevant offer.

l. There is nothing in the video files provided by the Player that would corroborate his allegation that the Club attempted to unlawfully detain him and deprive him of his freedom.

<u>In the alternative, reduction of the compensation due to the Player</u>:

li. It is undisputed that the Player found new employment with Manta FC after the Appealed Decision was rendered.

lii. According to CAS jurisprudence, and based on the *de novo* power of review granted to the Sole Arbitrator by Article R57 of the CAS Code, the remuneration to be paid to the Player under his new contract, as from the date of its signature until 31 December 2025, should be taken into consideration and deducted from any compensation the Club will be asked to pay to the Player. In fact, the Player mitigated his damage.

liii. The Player's monthly remuneration at Manta FC as from February 2025 to November 2025 amounts to USD 2'700. Hence, his total remuneration for the pertinent period of time amounts to USD 27'000.

liv. Furthermore, the Player is entitled to USD 150 for each official match he participates in for Manta FC. Up to now (*i.e.,* the day of the hearing), he participated in 22 official matches, resulting in a bonus of USD 3'300.

lv. In view of the above, provided the Termination Agreement is not considered valid and binding on the Parties, so that no compensation would due to the Player, the Player would be entitled to a total amount of USD 88'700, *i.e.,* USD 119'000 (total compensation granted by the DRC) minus USD 30'300 (remuneration as per the new contract with Manta FC).

lvi. In any event, at least the guaranteed monthly remuneration received by the Player at Manta FC, *i.e.,* USD 27'000, should be deducted from the compensation awarded by the DRC.

B. The Respondent's Position

73. In his Answer dated 24 June 2025, the Respondent submitted the following prayers for relief:

*"**FIRST**: Please declare the appeal filed by the appellant unfounded and, consequently confirm the decision taken by the FIFA Football Tribunal.*

CONSEQUENTIAL CONDEMNATION

FIRST CONSEOUENTIAL

*As a consequence of the first declaratory judgment, order CJSC SHERIFF FC. **to** pay **THE PLAYER** a sum equivalent to:*

THREE (3) months' salary, taking into account that the termination was carried out within the player's protected period.

2. The value equivalent to the residual period of the contract, taking into account that:

1. *Salary was USD7.000*
2. *His contract is effective from January 15. 2024 to December 31. 2025.*
3. *He received his salary until July, leaving I7 months to be paid, equivalent to USD 119.000.*

SECOND CONSEQUENTIAL

DISCIPLINARY

As a consequence of the above, to establish sports sanctions to CJSC SHERIFF FC. for incurring in the actions enshrined in ARTS 13. 14 numeral 2 and 17 of the RETJ of FIFA [the RSTP] *within the protected period of the player.*

AGENCIES IN LAW.

To award in law agencies CJSC SC Sheriff of Tiraspo,. in the total amount of SEVEN THOUSAND AMERICAN DOLLARS (USD $7.000) equivalent to one month's salary of the plaintiff player.

SPORTS SANCTIONS:

In case of declaring the contractual lability of the club CJSC SC Sheriff Tiraspol for inducing the breach of the labor contract, impose the sanction of ban on registration of plavers in accordance with article 24 of the FIFA FTRE (sic) [the RSTP]" (emphasis in the original).

74. The Player's Answer may, in essence, be summarised as follows:

On the inadmissibility of evidence *ex novo* and procedural good faith:

i. According to CAS jurisprudence on Article R57 para. 3 of the CAS Code, the Panel or Sole Arbitrator should use its discretion and exclude evidence submitted by the parties for the first time at CAS, despite that evidence having been available to them, or having been reasonably possible to discover by them, before the contested decision was rendered, if the relevant party's course of action was abusive and marked by bad faith.

ii. *In casu*, the Club could have presented all the evidence and documentation it is now submitting already before the DRC, but decided not to do so, in order to reserve such evidence for the *"second instance offensive"*. Therefore, in accordance with the principle of procedural good faith, and as to avoid an illegitimate reopening of the factual debate, such evidence should be excluded from the file.

In general:

iii. At all times, the Player acted with transparency, diligence and good faith, limiting himself to the use of available legal remedies, with the sole objective of protecting his labour and sporting rights.

iv. The Player always had the will to comply with the employment contract he had signed with the Club and on several occasions formally requested the Club to comply with its contractual obligations.

v. Following the end of the 2023/24 season on 18 May 2024, the Club omitted to purchase a return ticket for the Player and did not inform him of any plan regarding his return to the Club and the continuation of his employment in Moldova.

vi. It is undisputed that the Player was authorised to leave for Ecuador.

vii. Following his return to Ecuador on 22 May 2024 the Player did not receive any indication from the Club regarding preseason planning, training schedule or start of the new season. This absolute silence on the part of the Club is a clear indication for the latter's abandonment of the employment relationship.

viii. During his stay in Ecuador the Player did not receive any type of remuneration. In particular, his monthly salary for May 2024 was not paid, despite the Contract being in force and without any justification for the suspension of the payments. This is contrary to the principle of continuity of the labour relationship and compliance with the Contract.

ix. The Player attempted to obtain clarity about his contractual situation, the training schedule and the future sports programme of the Club through various channels. However, the Club did not provide a clear and formal response.

x. The Club never summoned the Player for him to resume duty.

xi. The prolonged passive and unjustified stance of the Club constituted a tacit termination of the employment contract without just cause. The Club acted in bad faith.

xii. After having returned to Moldova at his own expenses, the Player verified in person that his teammates were training on 30 July 2024. Since then, he has remained in Tiraspol training in an autonomous manner and waiting for his reintegration in the team and the Club's activities.

xiii. During the meeting held on 1 August 2024 at the Club's premises, the Player was prevented from using his mobile phone and the Club's directors verbally stated that the Contract had been terminated.

xiv. Following repeated requests from the Player to be reinstated with the team, for the contract to be respected and to be registered for the Club, on 27 August 2024 the Club insisted that the Contract was already terminated and stated that the Player had to leave the country, otherwise he could be deported or imprisoned.

xv. At the closure of the registration period on 6 September 2024, the Club had still not registered the Player, which aggravated the violation of his contractual rights.

xvi. On 7 and 8 September 2024, the Player was stopped in the street by individuals claiming to be police officers, who attempted to arrest him without a warrant. As a result of this threat, the Player had to leave the country for Turkey, after being given 48 to sign the Termination Agreement or to be arrested.

xvii. Subsequently, on 9 September 2024, the Club indicated that it would "release" the Player if he signed the Termination Agreement, offering to accompany him to the border. This demonstrates the falsity of the documents now presented.

xviii. The Player's, Mr Linhares, has confirmed the hostile environment that surrounds the Club and referred to a precedent concerning the Australian player Anthony Golec.

Contractual breaches by the Appellant:

xix. The Club's intention had always been to unilaterally terminate the Contract. After purchasing the one-way ticket to Ecuador for the Player, they did not provide him with any training programme for the vacation period, despite the clear wording of Clause 11.5 para. 7 of the Contract in this respect.

xx. The chat between the Player and the Club's translator corroborates the fact that between 1 and 4 May 2024 the Player began to be marginalised by the Club and to be sent to separate trainings. On 16 May 2024 the Player was again asked to train separately with some other players of the team and to return his sport kit to the Club.

xxi. While continuing to train individually, the Player was never personally informed in writing about the beginning of the preseason programme. However, from the team's WhatsApp group he came to learn that it would start on 5 June 2024.

xxii. From these circumstances, it can be deduced that the Club at all times wanted to disengage from the Player without paying any compensation.

xxiii. Despite certain promises from the President, Directors and other club personnel, and the insistence of the Player to continue performing his duties, he was never provided with a flight ticket to return to Moldova. The Player was simply left in a situation of uncertainty about his employment status.

xxiv. On 17 June 2024, before Mr Stradins contacted the Player to insistently push for a mutual termination of the Contract, the Club proceeded to remove the Player from the teams WhatsApp group.

xxv. The Club's statements relating to the Player's alleged interest in mutually terminating the Contract in May/June 2024 and him contacting Mr Stradins to assist him in this regard are totally wrong and made in bad faith.

xxvi. The Player and Mr Stradins only got in contact on 2 July 2024, as can be noted from the relevant WhatsApp chats. This means that the Player was marginalised from the team well before being contacted by Mr Stradins. Equally, the latter contacted the Player well after the Club's preseason had commenced on 5 June 2024.

On the "Proof of last contract end date":

xxvii. The two documents dated 4 July 2024 (*i.e.,* the *"Additional Agreement"* to the Contract and the "*Annex 1 to the Additional agreement of 04.07.2024 to the Employment contract No. 0324-F of 20.01.2024"* allegedly singed by the Player are the Club's sole argument in support of the appeal.

xxviii. Both documents were exchanged by and between third parties that did not officially identify themselves. There was no contractual link nor any power of attorney or similar that would create a link between the Player and that person, nor provide evidence for that third party to be an authorised official of the Club.

xxix. The Club claims that the two documents were signed by the Player and sent by his representative. This assertion is categorically rejected. The Club did not prove the electronic, legal and documentary traceability of the remittance to and signature of

such documents by the Player or a duly authorised representative.

xxx. The alleged intermediary, Mr Stradins, is not a FIFA licensed football agent. This is uncontested. He never signed any representation agreement with the Player, he had no authorisation to act on his behalf and he acted behind the back of the Player's duly registered agent, Mr Taianan Linhares Welker. This clearly is contrary to what the FFAR provide and require.

xxxi. Any communication made by Mr Stradins allegedly on the Player's behalf, therefore, lacks legal and sporting validity. The Club had a duty to verify the legitimacy of the alleged intermediary to act on the Player's behalf and should not have negotiated with unauthorised third parties. The Club failed to perform the required due diligence.

xxxii. Mr Stradins had not been authorised to act in the matter by the Club either.

xxxiii. All the actions Mr Stradins allegedly performed were carried out in his own interest. That is why his credibility as a witness has to be challenged and questioned.

xxxiv. Furthermore, the Player does not know who Mr Busuioc is. He was never introduced to him. Again, there is no document on file, which would prove that he was authorised to act on the Club's behalf.

xxxv. The Club has not presented any expert evidence on the authenticity of the Player's signature. Neither has it proven the existence of a legal counsel and of free and informed consent by the Player. It also did not demonstrate that the Player had a reasonable period of time to evaluate the contractual proposal, without which a termination by mutual agreement cannot be considered valid.

xxxvi. The exchanges the Player had with the Club's General Manager between 31 May and 5 August 2024 show how the Player started to be concerned about his work situation at the Club in May 2024, how he showed his willingness to continue to honour the Contract, that he did not wish to sue the Club, that the Club did not react to his requests, that he denied having signed the Termination Agreement and that they should pay him the Contract, if they did not wish to continue counting with him.

xxxvii. From the conversations with the Club's translator of 8 and 9 July 2024 it emerges that the Player did not sign any document to terminate the contractual relationship with the Club. On the contrary, he insisted on receiving a flight ticket back to Tiraspol in order to fulfil his contractual obligations. Equally, it can be seen that the Player accepted to look for a new club in order to be able to finish his contractual relationship with the Club.

xxxviii. The chat conversation between the Player and the Club's translator of 15 July 2024, which followed the communication from the translator of 9 July 2024, by means of which the termination documents had been sent to the Player, corroborates the non-existence of referral or signature of the Termination Agreement by the Player. In fact, the translator reminds the Player that he has not yet signed any termination

document. The Player for his part states that he will only do so if he finds a new club, in order not to become unemployed. On 16 and 17 July 2024 the Player again asked for a return flight ticket to Tiraspol.

xxxix. Following the meeting held at the Club's premises the Player insisted on receiving clear answers, as can be noted from the exchanges he had with the Club's translator between 1 and 5 August 2024, but he did not receive any reply from the Club.

xl. On 10 August 2024, the Player and the Club's translator had another exchange of messages, where the Player offered a settlement against payment of an additional four monthly salaries. In fact, he needed to sort out the situation in order to be able to negotiate with a new club. In the same conversation, threats about the police going after the Player because of an issue of payment of a taxi driver with fake money came up. This was a clear attempt to intimidate the Player.

xli. Fact is that the Player never signed the Termination Agreement.

Legal reasoning:

xlii. The principle of contractual stability is enshrined in the RSTP and applies to both players and clubs. It derives from the principle of *pacta sunt servanda*. However, the RSTP also establish that a contract may be terminated by a party with just cause. The repeated abusive behaviour of the Club demonstrates the unequivocal intention of the latter to force the Player to terminate the contract without any type of compensation becoming due.

xliii. Article 14 para. 2 of the RSTP explicitly refers to the abusive conduct of a party aiming, *inter alia*, at forcing the counterparty to terminate the contract. If proven, such abusive conduct will entitle the counterparty to terminate the contract with just cause. In other words, such behaviour will not be tolerated.

xliv. Not all types of abuse conduct are addressed by the provision at stake, but forcing the counterparty to terminate the contractual relationship is covered.

xlv. Case law has specified that abusive conduct is a broad concept that must be analysed on a case-by-case basis.

xlvi. Classic examples of abusive conduct are, in particular, a club deciding to separate a player from the rest of the team and/or having him train alone for an extended period of time., during unconventional hours and without coaching staff supervision, as well as not allowing a player to participate in any club activities outside training sessions and matches.

xlvii. In particular, the following events illustrate the Club's intention to induce the Player to a unilateral contractual termination without compensation, by means of its dominant position:

- Exclusion from the team and differentiated training without any kind of explanation on 1, 4, and 16 May 2024;
- Complete separation of the Player from the first team training, official club

matches and other club activities without any clear reason for such action;
- Purchase by the Club of a one-way flight ticket to Ecuador only;
- No return ticket to Tiraspol was ever purchased by the Club;

- No communication of the vacation period and no vacation training plan provided;
- No direct communication of when the preseason training camp would start and no information about the competitions in which the Club would participate the next season;
- Removal of the Player from the team's WhatsApp group, where training instructions were given;
- Exchanges of the Termination Agreement through third parties which were completely alien to the Player;
- Providing a disproportionate Termination Agreement providing for one month of compensation only, while 18 months were remaining on the Contract;
- Prohibiting the Player from entering the Club's facilities;
- Deploying personnel to deprive the Player of his freedom in the city of Tiraspol without any legal justification, this being a clear criminal offense.

xlviii. Although the Player was not seeking to terminate the Contract, the Player had a just cause to terminate the Contract based on Article 14 para. 2 of the RSTP.

xlix. Just cause to terminate a contract requires a sufficiently serious breach of contractual obligations by one of the parties, that make it objectively unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.

l. Just cause for a player to terminate his contract can also be motivated by the club forcing him into inactivity. Relevant jurisprudence establishes that in case of deregistration or non-registration of a player for a club, the player generally has just cause to terminate the contract.

li. Termination agreements must be reciprocal and contain mutual concessions of comparable importance. Therefore, even if one was to assume that the Player actually signed the Termination Agreement, it must be considered invalid. In fact, the only beneficiary is the Club, which merely had to pay one monthly salary in compensation, with the residual term of the contract corresponding to 17 months.

lii. *In casu*, there are no clear and evident reciprocal concessions. In August 2024, the Player offered a mutual termination of the Contract against payment of all salaries due to him until the end of 2024 and under the condition that he would find a new club. These demands significantly deviate from the contents of the Termination Agreement allegedly signed by the Player on 4 July 2024.

liii. By means of the Termination Agreement the Club did not grant any advantage or assignment in favour of the Player.

Calculation of the compensation due:

liv. According to Article 17 of the RSTP a party breaching a contract must pay compensation to the other party. In the present case, it is clear that the Club is at the origin of the premature termination of the Contract.

lv. Article 17 para. 1 of the RSTP establishes how compensation for breach of contract is to be calculated, in case the parties did not include a compensation clause in their contract. National legislation, the specificity of sport and other objective criteria must be taken into account.

lvi. Article 17 para. 1.2 of the RSTP specifically stipulates how the compensation due to a player shall be calculated.

lvii. The calculation of the compensation should be guided by the principle of the positive interest, *i.e.,* the injured party should be put in the position it would have been in, had the breach of the contract not occurred. The latter was further specified by relevant case law.

lviii. In the case at stake, it should be considered, in particular, that, at the time the Appealed Decision was rendered, the Player had not signed any new contract with a different club, nor did he have relevant offers. Furthermore, at the time he filed his claim with the DRC, most registration periods were closed.

lix. Particular attention should be given to the remaining duration of the contract and the salary the Player would have received.

lx. The Player's monthly salary as per the Contract amounted to USD 7'000 for the year 2024. Since, due to the contractual rupture, the condition for an increase was not met, it remained unchanged for the year 2025.

lxi. The guaranteed initial term of the Contract was until 31 December 2025. The Player was paid his salaries until July 2024, leaving 17 months to the original expiry of the Contract.

lxii. Therefore, the Player is entitled to compensation from the Club amounting to USD 119'000.

lxiii. The contractual breach occurred during the protected period as per the RSTP, with the Player having been engaged by the Club only for a few months when he started being marginalised by the Club.

lxiv. Therefore, sporting sanctions should be imposed on the Club also.

<u>As to a possible mitigation of the compensation due</u>:

lxv. The criteria for the calculation of the compensation due in case of a contractual breach established by the RSTP include whether the breach occurred during the protected period or not.

lxvi. *In casu*, the breach undisputedly occurred during the protected period. This fact exacerbates the Club's wrongdoing and justifies a higher compensation. Any

potential reduction of the compensation due to the Player must take this factor into account. The Sole Arbitrator has a duty to consider all criteria of Article 17 of the RSTP *ex officio*.

lxvii. The protected period needs to be considered an aggravating factor when assessing the contractual breach.

lxviii. It is legally inadmissible to reduce compensation solely based on the existence of a new contract.

lxix. Consequently, any possible reduction of the amount of compensation due based solely on the existence of a new employment contract must be rejected.

VI. JURISDICTION

75. Article R27 para. 1 of the CAS Code states that:

"These Procedural Rules [the CAS Code] *apply whenever the parties have agreed to refer a sports-related dispute to CAS. Such reference […] may involve an appeal against a decision rendered by a federation, association or sports-related body where the statutes or regulations of such bodies, or a specific agreement provide for an appeal to CAS (appeal arbitration proceedings)".*

76. Article R47 para. 1 of the CAS Code provides that:

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

77. Article 50 para. 1 of the FIFA Statutes states that:

"Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.".

78. The Appealed Decision clearly is a decision passed by a FIFA body, *i.e.*, the DRC (cf. Article 24 para. 6 of the FIFA Statutes). The relevant decision is final (cf. the "Note related to the appeal procedure" at the end of the Appealed Decision).

79. It follows, therefore, that the above requirements are fulfilled. Moreover, the jurisdiction of the CAS is not contested by any of the Parties. On the contrary, the Parties confirmed the jurisdiction of the CAS by signing the Order of Procedure. As a result, CAS has jurisdiction to decide on the present dispute.

VII. ADMISSIBILITY

80. 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. […]".

81. Article 50 para. 1 of the FIFA Statutes states that:

"Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.".

82. The grounds of the Appealed Decision were notified to the Parties on 21 March 2025. The Appellant filed its Statement of Appeal on 10 April 2025, *i.e.*, within the prescribed deadline of twenty-one (21) days.

83. The Appellant also complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

84. Equally, the admissibility of the appeal was not contested by the Respondent.

85. The Sole Arbitrator, therefore, holds that the appeal is admissible.

VIII. APPLICABLE LAW

86. 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".

87. Article 49 para. 2 of the FIFA Statutes states that:

"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".

88. Clause 17 of the Contract establishes that:

*"**17.1.** Football Regulations applicable to this contract are the Statutes, Regulations, Codes of FAM (sic)* [FMF] *including FAM Code of Ethics and the Decisions of FIFA, UEFA, FAM".*

***17.2.** The CLUB and the Sportsman* [Player] *shall comply with applicable Statutes, Regulations, Codes and Decisions of FIFA, UEFA, FAM which are integral part of this Contract and which the parties, upon their signature, accept as binding"* (emphasis in the original).

89. Furthermore, Clause 9 of the *"Annex 1 to the Additional agreement of 04.07.2024 to the Employment contract No. 0324-F of 20.01.2024"* states that:

"This Annex shall be governed by and interpreted in accordance with the FIFA Regulations. Any and all disputes will be handled by the competent body of FIFA. In the event that FIFA shall not be competent to hear any particular dispute arising out of or in connection with this Annex, such dispute shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration of the Court of Arbitration for Sport".

90. In their submissions, the Parties primarily rely on the RSTP. Subsidiarily, they make reference to Swiss law.

91. In view of the above, the Sole Arbitrator is satisfied that primarily the various regulations of FIFA, in particular, the RSTP, are applicable to the merits of the present appeal. Subsidiarily, Swiss law will apply, should the need arise to fill any *lacuna*.

IX. PRELIMINARY ISSUES

A. The Appellant's Request for Production of Documents

92. In its Appeal Brief, the Appellant included the following evidentiary requests:

"[…] the Appellant requests the CAS to order that the Player discloses and submits in this case his new employment contract with FC Manta together with all addendums and annexes thereto (if any) in full, i.e., without any modification.

More, the Appellant also requests the CAS to order the Player to submit certified bank statement reflecting the income actually paid by FC Manta under a new employment contract as from its conclusion.

[…]. the Appellant respectfully asks the CAS to request assistance from FIFA in terms of providing a copy of the Player's new employment contract from FIFA TMS."

93. As mentioned above, the pertinent requests contained in the Appellant's Appeal Brief were partially granted, with the grounds for this decision to be included in the final award. Accordingly, the Respondent was invited to produce a copy of *"his new employment contract with FC Manta together with all addendums and annexes thereto (if any) in full, i.e., without any modification"*.

94. The Appellant's evidentiary requests at paragraphs 122 - 132 of the Appeal Brief are to be qualified as a request for production of documents as per Article R44.3 of the CAS Code, which is applicable to the Appeal Arbitration Proceedings by virtue of Article R57 para. 3 of the CAS Code.

95. According to the abovementioned provision, *"the party seeking such production shall demonstrate that such documents are likely to exist and to be relevant"*.

96. The Sole Arbitrator considered that the Appellant had provided sufficient evidence to corroborate that the Player had signed a new contract with Manta FC. Furthermore, the

Appellant sufficiently established that, in light of the wording of Article 17 para. 1.2 of the RSTP, the Player's new contract may be relevant for the calculation of the compensation due, if any.

97. On the other hand, the Sole Arbitrator did not share the Appellant's approach at the basis of its requests and did not deem it appropriate to start from the presumption that the Respondent is acting in bad faith in this procedure. The Appellant did not provide any evidence to sustain this possibility.

98. Therefore, the Sole Arbitrator did not see any reason why, at that stage, the Respondent should be asked to provide also certified copies of his bank statement reflecting his income at the new club.

99. Finally, the Sole Arbitrator noted the Appellant's request for FIFA, as the organisation that rendered the Appealed Decision and that has the Player's new employment contract in its possession through the Transfer Matching System ("TMS"), to assist in terms of providing a copy of the Player's contract with Manta FC.

100. The Sole Arbitrator acknowledged the opinion expressed in the CAS Code commentary (MAVROMATI/REEB, The Code of Arbitration for Sport, 2015 ed.), to which the Appellant refers, and which states that *"it is also possible to request the sports organization having rendered the disputed decision to submit, e.g., the applicable regulations or any other relevant documentation"*. However, the Sole Arbitrator deems that the potential assistance of the association rendering the decision is limited to documents available in the file at the basis of the decision that is being challenged, and not to documents it might be able to obtain elsewhere. This applies, at least, in cases like the one at hand, where the organisation rendering the challenged decision is not a party to the appeal proceedings.

101. Therefore, the third request of the Appellant was not granted either.

B. The Appellant's Entitlement to Produce New Evidence in this Procedure

102. It is not contested that the Appellant did not reply to the claim of the Respondent before the DRC, despite having been invited to do so. The Appellant explains this fact with an administrative oversight and delivery of e-mails from FIFA to the Club's spam folder. Furthermore, during the hearing it explained that a change within the Club's administration had led to the Club not becoming aware of the pertinent claim and the proceedings pending before FIFA.

103. According to the Appellant, the *de novo* principle enshrined in Article R57 of the CAS Code and respective CAS jurisprudence does not prevent it from filing its arguments and requests in these arbitration proceedings. In the opinion of leading experts, the discretion granted to CAS panels by Article R57 para. 3 of the CAS Code to exclude evidence presented by the parties should be used with high caution. In particular, the Respondent would have to demonstrate why admitting the new evidence would constitute an abuse of process and that the Appellant's behaviour amounts to abusive or otherwise unacceptable procedural conduct.

104. On the other hand, the Respondent, based on Article R57 para. 3 of the CAS Code, objects to the admission to the file of the new evidence produced by the Appellant in this appeal procedure only. He contends that the Club could have presented all the evidence and documentation already before the DRC, but decided not to do so, in order to reserve such evidence for the *"second instance offensive"*. This would contravene the principle of procedural good faith.

105. Under Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law, and he may issue a new decision that replaces the decision challenged.

106. The discretion granted to a Panel / Sole Arbitrator *"to exclude evidence presented by the parties if it was available to them or could reasonably have been discovered by them before the challenged decision was rendered"* (Article R57 para. 3 of the CAS Code) is an exception to the *de novo* power of the Panel / Sole Arbitrator.

107. The provision confers the Sole Arbitrator a wide margin of discretion whether to exclude evidence that was already available but not presented before the body rendering the challenged decision (cf. CAS 2022/A/9170).

108. The Sole Arbitrator concurs with existing CAS Jurisprudence establishing that in cases like the one at hand, where the challenged decision emanates from a body of a sports-governing organisation and, therefore, the matter was not already assessed by an independent arbitral tribunal, *"the discretion granted to panels under Article R57 para. 3 of the CAS Code should be exercised only in those cases where the adducing of pre-existing evidence amounts to abusive or otherwise unacceptable procedural conduct by a party"* (CAS 2014/A/3518).

109. This opinion is defended also by leading experts in sports arbitration:

> *"[T]he amendment* [the new para. 3 to Article R57 of the CAS Code] *may make sense in those CAS cases where the CAS acts as a second instance arbitral tribunal, reviewing an award rendered by another arbitration panel at the end of genuine arbitral proceedings"*. In cases, however, where the first instance decision is not the result of genuine arbitral proceedings, *"the curing effect of a full, de novo review by the CAS assumes all its importance"* (cf. RIGOZZI/HASLER/QUINN, The 2011, 2012 and 2013 Revisions of the Code of sports–related Arbitration, in: Jusletter 3 June 2013, Note 72).

110. Other authors emphasise the importance of Article R57 para. 3 of the CAS Code not circumventing the core principle of the Panel's full power of review (cf. MAVROMATI D., The Panel's right to exclude evidence based on Article R57 para 3 CAS Code: A limit to CAS' full power of review?, in: CAS Bulletin 1/2014, page 55/56).

111. For a party requesting the exclusion of evidence not presented before the first instance body, it is not sufficient to demonstrate that the new evidence was already available or could reasonably have been discovered at the first instance level by the counterparty, *"but also […] why admitting the evidence would constitute an abuse of process"* (CAS 2022/A/9170, with reference to RIGOZZI/HASLER, in ARROYO M. (ed.) Arbitration in Switzerland, 2nd ed. 2018, Art. 57 CAS Code, no 13).

112. The Sole Arbitrator acknowledges that the Appealed Decision was rendered by the DRC, *i.e.,* a body of a sports-governing organisation, and not by an independent arbitral tribunal.

113. Furthermore, he notes that the Respondent, when objecting to the admission of the new evidence, limits himself to refer to the objective (and undisputed) formal requirements of Article R57 para. 3 of the CAS Code, *i.e.,* the relevant evidence was available to the Appellant before the Appealed Decision was rendered. Indeed, he completely omits to explain why admitting the evidence would constitute an abuse of process. Instead, he merely states that the Appellant's course of action had violated the principle of procedural good faith.

114. Under the circumstances, the Sole Arbitrator fails to see why the Appellant's stance should amount to abusive or otherwise unacceptable procedural conduct. On the contrary, why should the Appellant have deliberately omitted to present any kind of defence before the DRC, in a procedure which is free of charge (cf. Article 25 para. 1 of the Procedural Rules Governing the Football Tribunal), with the risk of obtaining a decision against it, having then to challenge such decision before the CAS? The task of asking for an existing decision to be set aside is, normally, more demanding than having to defend a first instance decision in your favour. Moreover, the financial burden having to lodge an appeal with the CAS cannot be underestimated having regard to the requested advance of costs.

115. In view of the above, in the eyes of the Sole Arbitrator it would certainly have been more convenient for the Appellant to have tried to obtain a favourable decision already before the DRC while presenting all available evidence. Consequently, the Respondent's allegation that the Appellant reserved such evidence for the *"second instance offensive*" does not appear to be comprehensible.

116. Equally, and with reference to the general rule and the *de novo* power granted to the Sole Arbitrator by the CAS Code, the Sole Arbitrator deems that justice is better served if the new evidence is admitted to the file.

117. Finally, the Sole Arbitrator notes that, as rightly recalled by the Appellant during the hearing, the Respondent is not claiming that admitting the new evidence to the file will deprive him of his right to appeal as there will be no further instance to adjudicate this matter as to its substance, and therefore, violate his right to a two-instances procedure. Consequently, this potential argument cannot be used against the Appellant either.

118. In summary, the Sole Arbitrator concludes that there are no reasons not to admit the new evidence produced by the Appellant to the file of the present appeal procedure. However, recalling that, as previously mentioned, the proceedings before the DRC were free of charge and therefore, an assessment of all available evidence by the first instance body could have avoided recourse to the CAS and respective financial implications, the Sole Arbitrator will take into account the lack of response by the Appellant before the DRC when allocating the costs of these proceedings.

X. MERITS

119. In order to reach his judgement, the Sole Arbitrator will address the following questions

to assess the present appeal:

- Was the Termination Agreement validly concluded between the Parties?
- If not, who terminated the Contact, and with or without just cause?
- What are the consequences of the termination?

A. Was the Termination Agreement validly concluded between the Parties?

120. Article 8 of the Swiss Civil Code (the "SCC") provides that:

"Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact."

121. On the basis of the aforementioned provision, CAS jurisprudence has established the principle 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 […]"* (cf. CAS 2019/A/6095 with references to CAS 2003/A/506, CAS 2009/A/1810 & 1811 and CAS 2009/A/1975).

122. According to this long-standing jurisprudence, it is for the Club to prove that the Parties concluded a valid Termination Agreement.

123. As regards the applicable standard of proof, the Sole Arbitrator notes that, while the Respondent did not address the issue at all, at the hearing the Appellant referred to the standard of comfortable satisfaction. Moreover, when dealing with breach of contract disputes, *"CAS panels [have] in several occasions applied the standard of 'comfortable satisfaction', which falls in between 'beyond a reasonable doubt' and 'balance of probabilities' on the standard of proof spectrum"* (CAS Bulletin 2023/01, p. 44, discussing CAS 2020/A/7180). As a result, comfortable satisfaction shall be the applicable standard for this matter.

124. The Club has tried to corroborate its position on the valid conclusion of the Termination Agreement, in essence, by means of the contents and the chronology of messages and documents exchanged with the Player. Furthermore, it relies on the witness statements of the two people who acted as middlemen between the Player and the Club at the beginning of July 2024, when the Termination Agreement was allegedly concluded between the Parties, Mr Stradins, apparently on the Player's side, and Mr Busuioc, apparently on the Club's side.

125. In the presence of the signed Termination Agreements on file, and the fact that the Player does not per se contest the WhatsApp messages he exchanged with Mr Stradins at the beginning of July 2024, which contain drafts of the Termination Agreement, the Sole Arbitration deems that the conclusion of the Termination Agreement between the Parties could potentially be assumed.

126. On the other hand, he notes significant confusion and ambiguity on certain central aspects.

In particular, the role of Mr Stradins remains unclear. At the hearing, he stated that he was not an agent, but that he had worked for players of the Club as a middleman. Further, he said that he wished to help the Player and that he had advised him, but also suggested to the Club that the conclusion of a settlement agreement would be the best option for everybody. Hence, it remained unclear whose interests he was finally representing in this matter.

127. Mr Busuioc's position is also not fully ascertained. In fact, at the hearing he explained that he was a licensed agent who represents players and clubs. He confirmed having spoken with Mr Stradins about the Termination Agreement, but did not further specify who at the Club he was in contact with to receive instructions, if any.

128. Furthermore, it is undisputed that neither Mr Stradins nor Mr Busuioc signed any kind of representation agreements or authorisations with the Club and/or the Player. This fact does not facilitate the Sole Arbitrator's task to establish the actual role of the two people concerned.

129. Finally, some confusion exists concerning the alleged need to change the writing of the Player's name in the Termination Agreement. While in its written submissions the Club stated that it was necessary to do so because, contrary to the Contract, the Player had put his name in the termination documents in printed letters, and not in handwritten ones, at the hearing the Club's position was that there were only two instead of four words in the Player's name on the termination documents. The latter statement is certainly wrong, since in both, the termination documents and the Contract there are four words indicating the Player's name, the only difference being that once they are handwritten, and once they are machine written. Equally, the Club did not explain why exactly it was apparently so important to have this change made, considering that it did not concern the actual signature of the Player.

130. Be that as it may, the Sole Arbitrator finds that a conclusive assessment on the conclusion of a valid Termination Agreement from this perspective is not required, since the Termination Agreement is in any case void and not enforceable for the following reasons.

131. As mentioned above, Swiss law is applicable in this matter on a subsidiary basis. The Contract is an employment contract. Therefore, the specific provisions of employment law of the SCO, in particular, those which contain rules that are mandatory and binding on the Parties, must be taken into consideration (CAS 2020/A/6961).

132. Article 13 of the RSTP permits clubs and players to terminate their contracts by mutual agreement. Under Swiss law, parties to an employment contract may decide to sign a termination agreement at any time, provided they did not attempt to circumvent the law. The agreement at stake must be interpreted restrictively, and it can only be considered a mutual agreement on the termination of the employment contract under exceptional circumstances (CAS 2021/A/8335 and CAS 2021/A/7824). Besides the acceptance of the termination, which is not sufficient by itself to prove the existence of a mutual termination, the existence of an implicit will of the employee/player to renounce the protection granted by the law must be given (CAS 2021/A/8335 with reference to Aurelien Witzig, Le Droit du Travail, ed. 2018, p. 319, n. 923).

133. The SCO provides for an important limitation to the possibility for an employee/player to waive claims against the employer/club. Article 341 para. 1 of the SCO reads:

"For the period of the employment relationship and for one month after its end, the employee may not waive claims arising from mandatory provisions of law or the mandatory provisions of a collective employment contract.

134. It follows from Article 336 and 336c of the SCO, as well as from the pertinent jurisprudence, that any termination agreement signed between an employer/club and an employee/player must be justifiable for the employee/player and the claims possible waived must be approximately equal (CAS 2021/A/8835 with reference to jurisprudence of the Swiss Federal Tribunal; CAS 2021/A/7824).

135. Finally, in case the settlement agreement is drafted by the employer/club, the employee/player must be granted a reasonable period of reflection, to avoid him signing not being aware of the actual consequences (CAS 2021/A/7824 and CAS 2021/A/8835, both with reference to ATF 4A_364/2016 of 31 October 2016 recital 3.1; 4A_l03/2010 of 16 March 2010 recital 2.2; 4C.51/1999 of 20 July 1999 recital 3c)

136. In summary, it can be stated that when it comes to the effectiveness and enforceability of settlement agreements between players and clubs, by means of which, like in the case at hand, the player waives at least part of the compensation he would be entitled to under Article 17 para. 1 of the RSTP, as per Swiss law and pertinent CAS jurisprudence

- Article 337c para. 1 of the SCO states:

  "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."

- Article 341 para. 1 of the SCO prevents the employee/player from waiving, during the duration of the contract and within a month following the (effective) end of the contractual relationship, *"claims arising from mandatory provisions of law or the mandatory provisions of a collective employment contract"*.

- Articles 361 and 362 of the SCO list the absolutely mandatory provisions (*i.e.* those from which it is not possible to derogate at all), respectively the relative mandatory provisions (*i.e*., those that protect the employee/player only, as the relevant provisions cannot be derogated from to the detriment of the latter).

- Article 362 para. 2 of the SCO establishes that "*[a]ny agreement […] that derogates from the aforementioned provisions to the detriment of the employee is void"*.

- Article 337c para. 1 and Article 341 para. 1 of the SCO are included in the list of Article 362 of the SCO. Consequently, any derogation from them in an agreement to the detriment of the employee/player is void.

- The same conclusion would, by the way, be reached in application of Article 20 para. 1 of the SCO, which states that *"[a] contract is void if its terms are impossible,*

unlawful or immoral".

- An agreement concluded during the term set in Article 341 para. 1 of the SCO whereby the employee (partially) waives his rights to financial compensation in the event that the employer had terminated the employment agreement without just cause is, in principle, null and void.

- However, a settlement agreement can be concluded between the parties, but such agreement is regarded as valid only if there is an appropriate equivalence between the parties' reciprocal concessions.

- Finally, if the settlement agreement is drafted by the employer/club, the employee/player must be granted a reasonable period of reflection.

137. The Sole Arbitrator recalls that as per Article 17 para. 1.2 of the RSTP, in case of breach of contract without just cause by the Club, as a general rule, the Player would be entitled to compensation amounting to the residual value of the Contract. Hence, bearing in mind that on the basis of the Termination Agreement the Player would be entitled to compensation equivalent to one monthly salary only, it is undisputable that by means of the Termination Agreement the Player would have waived a considerable part of the compensation he would potentially be entitled to under Article 17 para. 1.2. of the RSTP.

138. Furthermore, considering that the alleged Termination Agreement is dated 4 July 2024 and that it establishes that the contractual relationship between the Parties would end on that day, it is ascertained that the Player was waiving his potential claims within the term provided by Article 341 para. 1 of the SCO.

139. Consequently, and referring to the aforementioned evaluation of relevant provisions of Swiss law and pertinent CAS jurisprudence, the Sole Arbitrator considered necessary to analyse whether, in the context of the possible signing of the Termination Agreement, (i) the Player was given a period of reflection, and (ii) there were reciprocal concessions of equivalent value.

140. Regarding the period of reflection, at the hearing Mr Stradins explained that he had never met the Player in person, but he had received his phone number. In relation to the present matter, he said at the hearing that after seeing that the Player was not playing regularly for the Club, he had decided to call him to enquire about his situation. The first contact occurred on 2 July 2024, when he called the Player. He wanted to help the Player and advised him to seek a mutual termination of the Contract, which would then allow him to pursue his career at another club, where he could obtain more playing time.

141. Mr Stradins then contacted Mr Busuioc to speak about the Player's situation at the Club. Mr Busuioc confirmed that he was in contact with Mr Stradins as of July 2024. Despite him not providing a clear answer in this regard, it appears reasonable and safe to assume that it was Mr Stradins that suggested to Mr Busuioc that the Club should agree to a mutual termination of the Contract.

142. According to the Appellant, the draft Termination Agreement prepared by the Club was remitted to the Player via Mr Busuioc and Mr Stradins, who was acting as his

representative, on 4 July 2024, and was returned to Mr Stradins with the Player's electronic signature no later than 6 July 2024. This means that, as per the Appellant's timeline the allegedly concluded Termination Agreement was presented to the Player 48 hours after he had for the first time been advised to consider a mutual termination of the Contract, and he had had maximum another 48 hours to consider the draft of the Termination Agreement remitted to his attention.

143. The Sole Arbitrator deems that, in consideration of the specific circumstances of the case, this (very) short period of time does not constitute a sufficient period of reflexion for the Player, in particular, if one is to consider the far-reaching financial consequences the Termination Agreement would have for him. Equally, the fact that the Termination Agreement was drafted in Russian and English only, but not in Spanish, which is the Player's mother tongue, would have required for a longer period of time during which the Player could have evaluated the impact that signing the agreement would have on him and his financial situation.

144. As regards the requirement of reciprocal concessions of equivalent value, the Sole Arbitrator acknowledges that, looking at Article 17 para. 1.2. of the RSTP, by means of the Termination Agreement the Player would have renounced 17 monthly salaries in compensation (from August 2024 to December 2025). On the other hand, the Club would be able to withdraw from its payroll the financial obligations towards the Player, which constitutes an important benefit. Finally, and considering that the Player was only sporadically playing for the Club, the latter would not excessively suffer from not being able to make use of the Player's services anymore. All in all, a good deal for the Club.

145. The Player, for his part, would obtain the possibility to start looking for a new club as a free agent, with the potential prospect of obtaining more playing time, while at the same time renouncing the financial security the Contract was granting him. The Sole Arbitrator cannot think of any other apparent benefits for him. Considering that he had not been regularly playing at the Club, the search for a new club might not be risk-free, though. Indeed, the Player only found new employment in February 2025, five months after definitively leaving Moldova and the Club.

146. Bearing in mind the above, the Sole Arbitrator finds that the alleged Termination Agreement would not have provided for reciprocal concessions of equivalent value.

147. Concluding, the Termination Agreement did not meet the relevant conditions and therefore, it cannot be binding on the Parties. As a result, even if it had been concluded between the Parties as claimed by the Appellant, it would be void and unenforceable.

148. It follows from the above that the alleged Termination Agreement should in any case be disregarded and the provisions of the ordinary legal system, *i.e.,* the system of termination of the employment relationship, should be applied instead of the invalid Termination Agreement. In other words, the circumstances of the termination of the Contract are to be assessed as if the alleged Termination Agreement had not been concluded (CAS 2021/A/7824 and CAS 2021/A/8835).

B. Since the Termination Agreement cannot be enforced, who terminated the Contract, and with or without just cause?

149. At the outset, the Sole Arbitrator notes that neither party ever sent a formal termination notice concerning the Contract to the other party. Therefore, it will be necessary to establish who terminated the contract on the basis of the factual circumstances surrounding this case.

150. In this respect, it can be observed that between 1 and 16 May 2024, the Player was advised to train separately from the team with some other Club's players under the supervision of the Club's coach. On 18 May 2024, after the last competitive match of the 2023/24 season, the Club purchased a one-way flight ticket to Ecuador for the Player, and he left Moldova on 22 May 2024.

151. While in Ecuador, the Player repeatedly contacted the Club enquiring about the pre-season preparation activities, the training schedule and his return to Moldova and the Club.

152. In particular, on 19 July 2024, following a series of more informal WhatsApp exchanges during the previous months, the Player sent a formal request to the Club requesting it to facilitate his return to Tiraspol by purchasing a return ticket for him.

153. On 29 July 2024, the Player returned to Moldova at his own expenses.

154. On 1 August 2024, with the Player insisting to be reintegrated into the team, a meeting was held between the Parties at the Club's premises.

155. On 5 August 2024, the Player sent a formal request to the Club, insisting to be reintegrated into the squad within 10 days.

156. On 23 August 2024, the Player notified the Club that the Contract had not been terminated, and that, if he was not registered with the Club by the end of the registration period, he would have a just cause to terminate the Contract.

157. Following the repeated requests from the Player to be reinstated in the team, on 29 August 2024, the Club formally reiterated to the Player that the Contract had been terminated by mutual consent and that the Club could not see the grounds for the Player's requests.

158. On 7 September 2024, the Club received a further letter from the Player referring to a situation that he was going through, and alleged evidence proving *"the violation and persecution of his personal integrity"*. Furthermore, the Player demanded his safe departure from the country within 48 hours.

159. Without weighting the single steps and the chronology in view of assessing a possible or the absence of a just cause for the termination, it follows from the above that, not considering the alleged Termination Agreement anymore, none of the Parties had expressed its intention to put a premature end to the contract. In particular, the Player had clearly insisted on providing his services to the Club and hence, on executing the Contract, until the beginning of September 2024. It was only on 7 September 2024 that

the Player decided to definitively leave the country, requesting the Club to facilitate his safe departure from Moldova.

160. Consequently, the Sole Arbitrator concurs with the DRC that the Contract was unilaterally terminated by the Player by means of his letter to the Club of 7 September 2024, with an action implying intention.

161. Turning his attention to the question of a possible just cause, the Sole Arbitrator recalls that Article 14 of the RSTP allows a party to unilaterally terminate a contract without suffering any consequences where there is a just cause. For an important period of time, the RSTP did not provide for any definition of what a just cause would be. However, long-standing and constant jurisprudence has concretised the term.

162. The existence or not of a just cause must be established on a case-by-case basis in consideration of all the specific circumstances (cf. FIFA Commentary on the RSTP, 2023 Edition, page 129).

163. En essence, the following general criteria must be applied when assessing whether a unilateral termination of a contract is justified (cf. amongst many others CAS 2019/A/6171 & 6175; CAS 2008/A/1517 with reference to CAS 2006/A/1180; CAS 2009/A/1932):

- Only a sufficiently serious breach of contractual obligations by one party qualifies as a just cause for the other party to terminate the contract (cf. amongst many others CAS 2018/A/6017; CAS 2006/A/1180; CAS 2013/A/3091);

- In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust (cf. amongst many others CAS 2019/A/6306 & CAS 2019/A/6316; CAS 2019/A/6171 & 6175; CAS 2017/A/5180);

- The premature termination of a contract should always be an action of last resort (*ultima ratio;* CAS 2014/A/3684 & 3693).

164. In the meantime, a definition of what a just cause is, which heavily relies on the existing jurisprudence has been included in the RSTP (cf. Article 14 para. 1 of the current edition of the RSTP).

165. Finally, in connection with the requirement of a default notice, jurisprudence has clarified that *"[t]here are circumstances in which reminders and notifications are not strictly necessary, for instance where it is clear that the other party does not intend to comply with its contractual obligations"* (emphasis added; FIFA Commentary on the RSTP, 2023 Edition, page 150, with reference to CAS 2018/A/5955 & 5981; 2017/A/5465; CAS 2019/A/6521 & 6526).

166. *In casu*, the Sole Arbitrator acknowledges that the situation between the Parties started to deteriorate in May 2024, towards the end of the 2023/24 season, when the Player was advised to train separately from the team.

167. The fact that the Club only bought a one-way ticket to the Player for him to leave at the end of the season is a strong indication for the Club not intending to rely on the Player's services anymore. In fact, there is no evidence on file which would corroborate the Club's allegation that towards the end of the 2023/24 season, the Player was interested in mutually terminating the contractual relationship with the Club, and he asked Mr Aleksandrs Stradins to assist him. On the contrary, at the hearing Mr Stradins stated that he had contacted the Player, and that such contact had been established for the first time on 2 July 2024.

168. Neither can the Sole Arbitrator find any indication for the Player having been seeking alternatives in order to have more playing time with a new club. The Player's alleged wish to leave the Club was not proven.

169. Consequently, the Club's allegation that it bought a one-way ticket only because of these ongoing discussions is not plausible.

170. According to Clause 11.5 para. 7 of the Contract *"[t]he Sportsman* [the Player] *[was] obliged to follow training process program recommended by the coach/coach assistants while vacation period (sic)."* However, when leaving for Ecuador at the end of the 2023/24 season, the Player was not provided with any training programme to follow during holidays. Indeed, no such programme appears to have ever been sent to him at a later stage either.

171. It is a very common practice for clubs to provide their players with training programmes they need to follow during their vacation, in order to ensure they keep a reasonable fitness level and are ready for the pre-season activities on their return. The fact that the Club did not deem it necessary to send such a programme to the Player is another strong indication for its lack of interest in the Player's services, in particular, since such issue was even explicitly mentioned in the Contract.

172. Moreover, the Club has tried to play down the importance of the Player having been removed from the team chat on WhatsApp by the Club on 17 June 2024, *i.e.,* more than two weeks prior to the discussions around the alleged Termination Agreement, by stating, in particular, that there was no contractual obligation for the Player to be included in such group and that other means of communication with the Club remained at the Player's disposal.

173. The Sole Arbitrator disagrees. While, indeed, no contractual obligation existed in this respect, it is undeniable that the team's WhatsApp group was the central means of communication for and within the team. It was on this platform that the Club communicated training and match schedules, information about pre-season start date and other important details that the players of the squad needed to know in order to be able to properly follow the Club's instructions and duly participate in the Club's activities. Being removed from this chat group meant for the Player to be excluded from a material source of relevant information directly pertaining to his status as an employee of the Club. Consequently, this is another strong indication for the Club's lack of interest in the Player's services.

174. The Player was never personally informed in writing about the beginning of the preseason programme. However, from the team's WhatsApp group it can be noted that it started on 5 June 2024, *i.e.,* one month prior to the discussions around the alleged Termination Agreement. Hence, this again shows that the Club did not intend to make use of the Player's services any longer.

175. In the Sole Arbitrator's view, the Club's request for the Player to return his sport kit is also an element that supports the lack of interest of the Club in the Player's services.

176. Equally, the fact that the Club had decided to draft and send the not-enforceable Termination Agreement to the Player shows that they did not intent to count on the Player anymore.

177. The Sole Arbitrator agrees with the Appellant that the Club's actions performed after the Termination Agreement had allegedly been concluded are irrelevant, since they were carried out in the Club's believe that the contractual relationship had been terminated. However, in the Sole Arbitrator's view, the aforementioned facts, which all occurred prior to the alleged conclusion of the Termination Agreement, suffice to justify the Player's decision to put an end to the Contract on 7 September 2024.

178. In fact, the Club had constantly demonstrated during a long period of time, *i.e.,* between approximately mid-May and the beginning of September 2024, that it was not interested in the Player's services anymore. As a result, the Player had no reason to believe the Club would comply with its contractual obligations in future and consequently, he had just cause to put an end to the Contract.

C. What are the consequences of the termination?

179. It remained undisputed between the Parties that the last salary paid to the Player by the Club was the one of July 2024 (with the Appellant claiming that the last salary had been paid as compensation, though). As elaborated above, the contract was terminated by the Player with just cause on 7 September 2024. Hence, the salary for August 2024 remains outstanding.

180. According to the general legal principle of *pacta sunt servanda* the Player is therefore entitled to receive from the Club the amount of USD 7'000 as outstanding remuneration, as rightly established by the DRC.

181. Article 17 of the RSTP establishes the consequences of terminating a contract without just cause. Despite the somehow misleading heading of the provision, long-standing and constant jurisprudence has established that the terms of Article 17 of the RSTP also apply in all cases where, due to a serious violation/breach of contractual obligations by one party, the other party is found to have a just cause to terminate a contract (cf. CAS 2019/A/6171 & 6175; CAS 2012/A/2910; CAS 2012/A/2775).

182. According to Article 17 para. 1.1 of the RSTP in force at the time of the events giving rise to the present dispute, the party in breach of the contract shall pay compensation. This fundamental principle was not affected, let alone changed, by more recent amendments to the provision at stake.

183. Equally, Article 17 para. 1.1 of the RSTP in force at the time of the events giving rise to the present dispute provided for certain criteria to be considered when calculating the compensation due for the contractual breach, leaving a wide margin of discretion to the deciding authority on how to make use of them (cf. CAS 2023/A/9578 & 9579 & 9580; CAS 2018/A/5607 & 5608). In this regard, the pertinent leading jurisprudence refers to the principle of the "positive interest" (cf. FIFA Commentary on the RSTP, 2023 Edition, page 183). In simple terms, this principle indicates that the amount of compensation should put the injured party in the position it would have been in had the breach of contract not occurred (cf. CAS 2020/A/7231; CAS 2020/A/6770; CAS 2020/A/6727). This principle has in the meantime been explicitly included in the RSTP within the scope of the latest amendments to Article 17 of the RSTP.

184. As a kind of *lex specialis* (cf. FIFA Commentary on the RSTP, 2023 Edition, page 199), Article 17 para. 1.2 of the RSTP establishes how compensation due to a player shall be calculated. The provision reflects the principle of the "positive interest". In fact, as a general rule, the player is entitled to an amount equal to the residual value of the contract that was prematurely terminated. Furthermore, even when considering possible mitigation or additional compensation, the player will never be entitled to more than the rest value of the prematurely terminated contract. In other words, he is put in the position he would have been in had the breach of contract not occurred. One will note that the provision at stake mirrors at what Swiss law provides for (cf. Article 337c of the SCO).

185. The Parties agree, in principle, with all of the above, in particular, that compensation shall be calculated on the basis of Article 17 para. 1.2 of the RSTP, and that the rest value of the Contract amounts to USD 112'000 (salaries due to the Player from September 2024 to December 2025, *i.e.*, 16 x USD 7'000).

186. However, they have divergent positions on a possible mitigation. While the Appellant considers that mitigation should apply based on the value of the contract the Player signed with Manta FC, the Respondent maintains that no mitigation should apply since (i) the Player had not signed a new contract at the time the Appealed Decision was rendered and (ii) the contractual breach occurred during the protected period.

187. Article 17 para. 1.2 of the RSTP states, *inter alia*, that:

"*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."

188. It is uncontested that, at the time the Appealed Decision was rendered the Player had not signed any new contract, but that he did so on 1 February 2025, when he signed for Manta FC.

189. Congruously, the DRC applied Article 17 para. 1.2 i. of the RSTP when rendering its decision and awarded the residual value of the Contract as compensation for breach of contract to the Player.

190. As regards the Respondent's first argument that no mitigation should apply since the Player had not signed any new contract at the time of the Appealed Decision, it should be noted that the duty of an injured party to mitigate its damage is recognised as a principle under Swiss law, despite the absence of an explicit provision. However, it can be deduced from various regulations, e.g. Article 44 para. 1 of the SCO, or, more relevant since concerning employment contracts, the already mentioned Article 337c para 2 of the SCO (*"Such damages* [the damages suffered by the employee] *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"*). To expect from an injured party that it mitigates its damage is an efflux of the principle of good faith, which is enshrined in Article 2 of the SCC (Matthäus, Claudia: "Schadensminderungspflicht Im Haftpflichtrecht Der Schweiz. "Schadensminderungspflichten Im Haftpflicht- Und Sozialrecht Deutschlands, Österreichs Und Der Schweiz, 1st ed., Nomos Verlagsgesellschaft mbH, 2008, page 137).

191. Article 17 para. 1.2 ii. of the RSTP acknowledges this duty to mitigation, by establishing that, when calculating the compensation due to a player, 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.

192. It is true that the provision at stake specifies that it applies only *"[i]n case the player signed a new contract by the time of the decision"* (emphasis added). However, while such provision clearly refers to the proceedings before the competent FIFA body, *i.e.,* the DRC, mitigation necessarily is an ongoing duty for any player (and club) that persists until a final decision as to their dispute is rendered.

193. In this regard, the Sole Arbitrator fully concurs with the considerations in CAS 2022/A/9004, that depriving the CAS of the possibility to take into account the new contract signed by the player after the challenged decision was rendered, would mean to restrict the *de novo* review power granted by Article R57 of the CAS Code. Consequently, *"the deduction is always allowed when the Player, before a final decision, enters into a new contract"* (cf. also CAS 2025/A/11154).

194. Moreover, it should be emphasised that the principle of damage mitigation aims to limit the damages deriving from a contractual breach and, ultimately, to avoid a potential unjust enrichment for the injured party (CAS 2015/A/4346).

195. In view of the above, the Sole Arbitrator concludes that the fact that the new contract was signed only after the Appealed Decision had been rendered, does not hinder him from taking it into account for the mitigation of the damage suffered by the Player.

196. Further CAS jurisprudence supports these findings (CAS 2017/A/4935; CAS 2016/A/4678; CAS 2020/A/6985).

197. As regards the Respondent's second argument that no mitigation should apply since the contractual breach occurred during the protected period, the Sole Arbitrator notes that, indeed, Article 17 para. 1.1, *in fine*, of the RSTP in force at the time of the events giving rise to the present dispute, makes reference to the protected period as one of the criteria to be taken into account when calculating the compensation due. This reference has been removed within the scope of the latest amendments to Article 17 of the RSTP.

198. On the other hand, the *lex specialis* established by Article 17 para. 1.2 of the RSTP does not stipulate a different way to calculate compensation due to the player depending on whether the contractual breach occurred during or after the protected period.

199. In view of the above, the Sole Arbitrator concludes that, based on the principle of *lex specialis derogat legi generali* the fact that the contractual breach occurred during the protected period does not justify renouncing to a mitigation in the sense of Article 17 para. 1.2 ii. of the RSTP either.

200. Concluding, the Sole Arbitrator finds that the amount of compensation for breach of contract awarded to the Player by the DRC shall be reduced by the value of the new contract for the period corresponding to the time remaining on the Contract.

201. According to the Appellant, the value of the new contract the Player signed with Manta FC for the period corresponding to the time remaining on the Contract is of USD 30'300 (USD 27'000 in guaranteed monthly remuneration and USD 3'300 in appearance bonuses). The Respondent did not contest this calculation. In particular, he did not contest the number of official matches in which he has participated for Manta FC so far. The Sole Arbitrator does not see any inconsistency in this calculation either.

202. Furthermore, according to Article 17 para. 1.2 ii. of the RSTP it is the value of the new contract that is to be deducted from the residual value of the contract that was terminated early, not only the value of the new salary. On the other hand, the Sole Arbitrator notes that the provision at stake indeed makes such distinction when referring to the "Additional Compensation".

203. Consequently, the Sole Arbitrator does not see any reason why the amounts the Player will receive from Manta FC as appearance bonuses, *i.e.,* USD 3'300, should not be considered for the mitigation also.

204. It follows that, in addition to the outstanding remuneration, the Player is entitled to compensation for breach of contract in the amount of USD 81'700 (USD 112'000 residual value of the Contract, minus USD 30'300 value of the new contract for the period corresponding to the time remaining on the Contract).

205. The Appellant is not contesting the interest applied to the outstanding remuneration and the compensation for breach of contract by the DRC. Therefore, the Sole Arbitrator considers he does not need to address this particular point within the scope of this arbitration procedure. For the sake of good order, he notes, however, that the approach of the DRC corresponds to Swiss law, *i.e.,* Articles 102 and 104 of the SCO, when it comes to the outstanding remuneration, respectively the pertinent prayer for relief of the Player before the DRC when it comes to the compensation for breach of contract.

206. Finally, and as regards the Respondent's requests for (i) compensation beyond what was awarded to him by the DRC and (ii) the imposition of sporting sanctions on the Appellant, the Sole Arbitrator notes that the Respondent has not lodged an appeal of his own against the Appealed Decision and that FIFA is not a party to these proceedings.

207. Since 2010, counterclaims are no longer permitted in appeal procedures. If a respondent wants to challenge a decision, it must file an independent appeal with the CAS within the applicable time limit ((MAVROMATI/REEB, The Code of Arbitration for Sport, 2015 ed., Articles R46 – R55, page 83, with reference to CAS 2010/A/2252 and CAS 2010/A/2098 as well as CAS 2010/A/2108).

208. Furthermore, the imposition of sporting sanctions can only be discussed by the CAS in an appeal procedure, if FIFA, as the deciding organisation, is a party in the appeal proceedings, *i.e.,* considering the vertical nature of that aspect of the dispute, only FIFA has standing to be sued in cases involving sporting sanctions imposed or not by its bodies (CAS 2015/A/4310).

209. Finally, a club or a player do not have the right to request the application of sporting sanctions on a player or a club. The only entity entitled to request the application of sporting sanctions on a party is FIFA (CAS 2014/A/3707).

210. Consequently, the Sole Arbitrator concludes that the relevant requests of the Respondent are inadmissible and cannot be taken into account.

D. Conclusions

211. In summary, it must be concluded that the Parties did not conclude a valid Termination Agreement on 4 July 2024, and that the Contract was unilaterally terminated by the Player on 7 September 2024 with just cause. It follows that the Player is entitled to the outstanding remuneration due until his unilateral termination of the Contract as well as to compensation for the contractual breach by the Club. The latter must, however, be mitigated by the value of the new contract the Player signed with Manta FC for the period corresponding to the time remaining on the Contract.

212. As a result, point 2. of the decision of the DRC needs to be partially amended, insofar as the compensation for breach of contract to be paid by the Club to the Player shall be reduced to USD 81'700.

XI. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 10 April 2025 by FC Sheriff against the decision rendered on 23 January 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is partially upheld.

2. Point 2. of the decision rendered on 23 January 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is partially modified and shall read as follows:

   "The Respondent, FC Sheriff, must pay to the Claimant [Luis Mateo Ortiz Lara] *the following amounts:*

   - *USD 7,000 as outstanding remuneration plus 5% interest p.a. as from 26 September 2024 until the date of effective payment;*

   - *USD 81,700 as compensation for breach of contract plus 5% interest p.a. as from 16 September 2024 until the date of effective payment."*

3. The decision rendered on 23 January 2025 by the Dispute Resolution Chamber of the FIFA Football Tribunal is confirmed in all other points.

4. (…).

5. (…).

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

Seat of the arbitration: Lausanne, Switzerland
Date of the award: 15 April 2026

THE COURT OF ARBITRATION FOR SPORT

Omar Ongaro
Sole Arbitrator