



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11594 Sport Clube União Torrense Futebol v. Pedro Henrique Venaque Barbosa

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Hervé Le Lay, Attorney-at-Law in Paris, France

in the arbitration between

SPORT CLUBE UNIÃO TORREENSE FUTEBOL, SAD

Legally represented by João Lobão and Ricardo Magalhães Tavares of L&SP Advogados

- the Appellant or Club -

and

Mr PEDRO HENRIQUE VENAQUE BARBOSA

Legally represented by Breno Costa Ramos Tannuri and Pedro Botelho of Tannuri Ribeiro

- the Respondent or Player -

I. PARTIES

1. The Appellant is a professional football club duly organised and existing under the laws of Portugal, an affiliated member of the *Federação Portuguesa de Futebol* (“FPF”).
2. The Respondent is a Brazilian professional football player. The Appellant and the Respondent are collectively referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts selected by the Sole Arbitrator after thorough review and consideration of the Parties’ written and oral submissions and adduced evidence in their entirety. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts and allegations may be set out, where relevant, in connection with the discussion of law and merits that follows.

A. The Contract

4. On 9 July 2024, the Parties signed a sports employment contract, starting on 10 July 2024 and ending on 30 June 2026 (the “**Contract**”).
5. The Contract included, *inter alia*, the following clauses relevant for the present dispute:

Clause 2	“a) SCUT SAD shall pay the Player for the services set out in clause 1 and during the term shown in clause 3 net monthly amount of: a. 2024/2025 Sports Season: €4,200.00 (four thousand two hundred euros) which will be paid in 12 (twelve) equal instalments, the first on the last day of July 2024 and the remaining 11 (eleven) on the same day of the following months; b. 2025/2026 Sports Season: €4,600.00 (four thousand six hundred euros) which will be paid in 12 (twelve) equal instalments, the first on the last day of July 2025 and the remaining 11 (eleven) on the same day of the following months or, in the event that SCUT SAD disputes the LIGA's remuneration for this season will be €5,850.00 (five thousand eight hundred and fifty euros), which will be paid in 12 (twelve) equal instalments, the first on the last day of July 2025 and the remaining 11 (eleven) on the same day of the following months; ”
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	<i>b) The PLAYER shall be entitled to a period of paid holiday under the legal terms, in accordance with the duration of the contract, and the corresponding proportional holiday and Christmas bonuses, which are included and accounted for in the value of the benefits defined above.</i> <i>c) The PLAYER will also be entitled to a rent subsidy of €500.00 (five hundred euros) for the duration of the employment contract, which will be paid under the same terms as the remuneration mentioned above, as well as being entitled to 2 (two) return tickets (Portugal-Brazil) per season.</i> <i>d) The PLAYER shall be entitled to net performance bonuses in the event of verification of the following assumptions:</i> <i>a. €10,000.00 (ten thousand euros) in the event that SCUT SAD achieves promotion to the I Liga (professional league organised by the Portuguese Professional Football League).</i> <i>b. €10,000.00 (ten thousand euros) if SCUT SAD manages to stay in the I Liga (professional championship organised by the Portuguese Professional Football League)."</i>
Clause 3	<i>"Without prejudice to clause 17, this contract shall commence on 10 July 2024, and end on 30 June 2026."</i>
Clause 8	<i>"1. Without prejudice to the provisions of clause 17, if one of the parties terminates this contract claiming just cause, the existence of which has not yet been recognised, it shall be obliged to compensate the other party for the damage caused by the unlawful conduct, fixing the amount of compensation to be paid, which shall be as follows:</i> <i>a) In the event that SCUT SAD terminates the contract unlawfully, it is obliged to pay the Player compensation corresponding to the amount of remuneration due to the Player until the end of the contract.</i> <i>b) In the event that the Player unilaterally terminates this Contract without just cause, he is obliged to pay SCUT SAD, by himself or through any Club or SAD, the sum of €10,000,000.00 (ten million euros) plus VAT at the legal rate</i> <i>c) The parties recognise that the amount presented in the previous paragraph corresponds to the valuation of the Player's sporting</i>

	<i>participation rights freely made by the parties in this contract, without prejudice to compensation of a higher amount upon proof of higher damages suffered by SCUT SAD.</i> <i>2. The Parties expressly declare that the amount indicated has been established after a thoughtful process of discussion and negotiation and that it has been freely agreed and accepted as fair, in the interest and safeguard of both, taking into account, among other aspects, the stability of the contractual relationship assumed between the Parties.”</i>
Clause 11	<i>“This instrument shall be governed by Portuguese law and, in the alternative, by the FIFA Regulations on the Status and Transfers of Player (February 2024 Edition) and For all disputes arising out of or in connection with this contract, the FIFA Football Tribunal shall have jurisdiction, with recourse to the Court of Arbitration for Sport (TAS-CAS), based in Lausanne, with express waiver of any other. Before the TAS-CAS, the language of arbitration shall be English.”¹</i>
Clause 17	<i>“1. The parties recognise that in the event that official competitions are cancelled and/or suspended during the term of this sports employment contract, the parties hereby agree that this employment contract shall terminate with the cancellation of the sports competitions scheduled for the sports seasons defined above or, alternatively, if sports competitions are suspended by decree of a state of emergency, this employment contract shall be suspended for the duration of the state of emergency and until the resumption of physical activity is authorised by decree of law.</i> <i>2. The Sports Labour Contract hereby granted shall terminate if the suspension referred to in the paragraph. The suspension shall be suspended if it lasts for more than half of the term remaining on the date on which the suspension began.</i> <i>3. In the event of the termination of this sports employment contract under the terms of paragraphs 1 and 2 of this clause, neither party shall have the right to claim any indemnity or compensation from the other party.”</i>

¹ The Sole Arbitrator notes that, in its original version in Portuguese, the Contract establishes as follows: “*O presente instrumento será regido pela Lei Portuguesa e subsidiariamente pelo FIFA Regulations on the Status and Transfer of Players.*” Consequently, the translation submitted by the Parties does not seem to be accurate, as “*subsidiariamente*” is translated as “*in the alternative*”.

B. The Player's kidney disease and its consequences

6. On 19 July 2024, the Player was admitted into the Hospital de Santa Maria in Lisbon. On 21 July 2024, the Player was transferred to the Nephrology and Kidney Transplantation Service with a *"probable nephrotic syndrome and acute kidney injury (it is not possible to exclude, at this time, a possible concomitant nephritic component) of cause to be clarified."*
7. In the hospital's note of discharge dated 14 August 2024 to 25 August 2024, it was confirmed that the Player was undergoing daily dialysis and receiving corticosteroid treatments.
8. On 12 August 2024, the Player was released from the hospital.
9. On 12 and 13 August 2024, the Player and the Club's doctor spoke to each other via WhatsApp about his health conditions, with the Player expressing his will to continue his treatment in Brazil.
10. On 14 August 2024, the Player was readmitted into the intensive care unit of Hospital de Santa Maria in Lisbon.
11. On 25 August 2024, the Player was discharged from Hospital de Santa Maria.
12. On 26 August 2024, the Player travelled from Portugal to Brazil.
13. On 31 August 2024, the Club summoned the Player to appear at the Club's medical department on 1 September 2024 at 09:00 for clinical assessment.
14. On 4 September 2024, Ms. Ines Lopes, legal representative of the Player, sent an email to the Club informing that, *"[a]fter multiple attempts to contact your Sporting Director"* on 14 and 16 August 2024 to seek the Club's *"authorization and approval for the player's urgent and necessary trip to Brazil for a consultation with a specialist doctor"*, the Sporting Director *"did not acknowledge the situation, offer any assistance, or show any concern [but i]nstead, he stated that such matters were not within his responsibility and that he would provide us with the relevant contact information"*. Ms. Lopes further stated that, in view of the lack of response and the Player's *"serious and unstable medical condition, which could require hemodialysis treatment and, ultimately, a kidney transplant"*, the Player *"departed for Brazil to consult with nephrology and kidney transplant specialists"*. Finally, Ms. Lopes proposed to *"discuss the player's options with you and hear your proposals regarding his current situation"*.
15. On 18 September 2024, the Player was again hospitalized in the Clinical Hospital of Unicamp in São Paulo, *"with no prospect of medical discharge"*.
16. On 18 October 2024, the Player issued a formal notice of default (**"Player's Notice of Default"**) to the Club requesting unpaid salaries and allowances, granting the *"Club a full*

and final deadline of 15 (fifteen) days to remedy the breach of its contractual obligations and pay the total outstanding amount of EUR 11,321.91”, and stating that, alternatively, “the Player will have no other alternative but to terminate the Employment Contract with just cause, in accordance with Articles 14 and 14bis of the Regulations on the Status and Transfer of Players”.

17. On 28 October 2024, the Club replied to such email by submitting to the Player its notice of default (“**Club’s Notice of Default**”), stating that:

The Player did not comply with his obligation of attendance under the Contract and that, as per the applicable law, the Club had the “*right to deduct from the player’s remuneration the amount corresponding to the days in which he was absent from work without just cause*”;

In view of the “*supervening, absolute and definitive impossibility of the player to carry out his activity*”, the Contract was terminated.

18. The Club had proposed to the Player to integrate the technical staff of the Club, and that such proposal had been rejected in view of the fact that the Player was “*unable to travel to Portugal and needs to undergo constant treatment*”.
19. Since 19 March 2025, the Player has been registered on the national kidney transplant waiting list.

C. Proceedings before the FIFA DRC

20. On 5 December 2024, the Player filed a Statement of Claim against the Club before the FIFA Dispute Resolution Chamber (the “**FIFA DRC**”).
21. On 15 May 2025, the FIFA DRC issued the decision appealed in this proceeding (the “**Appealed Decision**”). The Appealed Decision determined that the Club terminated the Contract without just cause.
22. In particular, the Appealed Decision provided as follows:
- “1. The claim of the Claimant / Counter-Respondent, Pedro Henrique Venaque Barbosa, is partially accepted.
 - 2. The Respondent / Counter-Claimant, SCU Torreense, must pay to Pedro Henrique Venaque Barbosa the following amount(s):
 - - EUR 15,067.92 net as outstanding remuneration plus 5% interest per annum as follows:

- - 5% interest p.a. over the amount of EUR 1,921,91 net as from 1 August 2024 *until the date of effective payment*;
- - 5% interest p.a. over the amount of EUR 4,298.01 net as from 1 September 2024 until the date of effective payment;
- - 5% interest p.a. over the amount of EUR 4,424 net as from 1 October 2024 until the date of effective payment; and
- - 5% interest p.a. over the amount of EUR 4,424 net as from 28 October 2024 until the date of effective payment.
- - EUR 98,800 net as compensation for breach of contract plus 5% interest per annum as from 28 October 2024 until the date of effective payment.
- 3. Any further claims of Pedro Henrique Venaque Barbosa are rejected.
- 4. The counterclaim of SCU Torreense is rejected.
- 5. Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.
- 6. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made within 45 days of notification of this decision, the following consequences shall apply:
 - 1. SCU Torreense shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
 - 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
 - 3. The consequences shall only be enforced at the request of Pedro Henrique Venaque Barbosa in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
 - 4. This decision is rendered without costs.”

23. The grounds of the Appealed Decision were notified to the Parties on 24 June 2025.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

24. On 14 July 2025, the Appellant filed a Statement of Appeal before the Court of Arbitration for Sport (“CAS”) against the Respondent with respect to the Appealed Decision, pursuant to Article R47 and R48 of the Code of Sports-related Arbitration (2023 Edition) (the “CAS Code”). The Appellant requested to submit this matter to a Sole Arbitrator and the Respondent agreed to such a request.

25. On 14 August 2025, the Appellant filed its Appeal Brief (the “**Brief**”).

26. On 1 September 2025, the CAS Court Office, on behalf of the Deputy President of the Appeals Arbitration Division, informed the Parties of the appointment of the sole arbitrator as follows (the “**Sole Arbitrator**”):

Sole Arbitrator: Mr. Hervé Le Lay, Attorney-at-law, Paris, France

27. On 28 November 2025, the Respondent submitted its Answer to the Brief (the “**Answer**”).

28. On 5 January 2026, after having consulted the Parties, the CAS Court Office informed the Parties of the Sole Arbitrator’s decision to hold a virtual hearing taking place on 8 April 2026.

29. On 6 February 2026, the CAS Court Office issued the Order of Procedure (the “**OP**”), which was duly signed by the Respondent on 10 February 2026 and by the Appellant on 23 February 2026.

30. On 8 April 2026, a hearing was held in Lausanne, Switzerland. Besides the Sole Arbitrator, who was assisted by Ms. Lia Yokomizo, Counsel of CAS, the following persons attended the hearing:

For the Appellant:

- Mr. Ricardo Magalhães Tavares, counsel;
- Ms. Rafaela Garça, counsel;
- Dr. Joao Fachana, expert witness on Portuguese Law;
- Dr. Daniel Meneses, witness;
- Mr. André Sabino, witness;
- Mr. Bruno Miguel, interpreter.

For the Respondent:

- Mr. Pedro Botelho, counsel;
 - Mr. Nene Zini, witness;
 - Ms. Larissa Benavides, interpreter.
31. Although called to appear by the Appellant at the hearing in its Appeal Brief as witness Mr. Andre Rodrigues Baptista, Chairman of the Board of Directors of the Club, and as medical expert witness Dr. Diego Dias Ramos, they did not attend the hearing. Appellant had also requested the testimony of the Player. However, the Player is a party, not a witness and did not attend the hearing. Appellant did not make any comment in this regard.
32. At the outset of the hearing, the Appellant requested that the Player produce his full medical certificate. Although this request was framed as a reiteration of a prior request for document production, it is noted that no such request had been formally submitted in this arbitration prior to the hearing.
33. The Respondent opposed to such request and indicated that the Player had received a successful transplant. At the hearing, the Sole Arbitrator decided not to grant the request for document production. The decision was based on the need to balance the Respondent's right to privacy against the relevance of the requested document. At the close of the hearing, the Parties confirmed that they had no objections as to the composition of the Panel or to the conduct of the proceedings. They further confirmed that their right to be heard had been fully respected.

IV. SUBMISSIONS OF THE PARTIES

34. The following outline is a synthesis of the Parties' arguments and submissions which the Sole Arbitrator deems relevant to decide the present dispute. Although this summary does not comprise each and every contention advanced by the Parties, and may not include explicit reference to all their arguments, the Sole Arbitrator has nonetheless carefully considered all the submissions made by them. The Parties' written and oral submissions, documentary and witness evidence, and the content of the Appealed Decision were all taken into consideration.

A. The Appellant

35. In its Brief dated 14 August 2025, the Appellant filed the following prayers for relief :

"FIRST: To set aside the decision rendered by the Dispute Resolution Chamber of FIFA dated 15 May 2025.

SECOND: To declare that a material breach has occurred - due to a supervening, absolute, and definitive cause that renders the Player unable to perform his professional activity - and, consequently, that the termination of the employment contract by the Appellant, by expiry, was with just cause, with no compensation or outstanding remuneration being due to the Respondent.

THIRD: To confirm that, for this reason, the Club cannot be held liable for any compensation or outstanding remuneration to the Respondent, nor be subject to the imposition of sporting sanctions, in accordance with the applicable Portuguese law and Article 14 of the FIFA Regulations on the Status and Transfer of Players.

In addition,

FOURTH: To order the Player to pay to the Club €98.800,00 (ninety-eight thousand and eight hundred euros) net, plus default interest at the applicable rate of 5% annually as from 29 October 2024 until the date of effective payment, as compensation.

FIFTH: To order the Player to pay to the Club the total amount of €8.232,00 (eight thousand two hundred and thirty-two Euros) net, plus default interest at the applicable rate of 5% annually until the date of effective payment, as moral damages.

SIXTH: To order the Respondent to bear any costs incurred with the present procedure and reimburse the Appellant for procedural costs, already incurred or eventually incurred.”

36. The submissions of the Appellant, as contained in its written submissions and oral pleadings, may be summarized, in essence, as follows:

a. The Contract was terminated with just cause

37. Further to Clause 11 of the Contract, Portuguese Law is applicable, with FIFA Regulations on the Status and Transfer of Players (“RSTP”) applying subsidiarily.
38. The legal regime of the sports practitioner’s employment contracts in Portugal is regulated by Law 54/2017 of July 14 (the “**Employment Law**”).
39. Article 23 of the Employment Law states the following:
- “1- The Sports Employment Contract may be terminated by:
 - a) Expiry;
 - b) Revocation of an agreement between the parties;

- c) Dismissal for just cause promoted by the sports employer;
- d) Resolution with just cause at the athlete's initiative;
- e) Termination by either party during the probationary period;
- f) Collective dismissal;
- g) Complaint initiated by the athlete, when contractually agreed, under the terms of article 25.”

40. Article 3 of the Employment Law provides that:

- “1- The rules applicable to the employment contract that are compatible with its specificity shall apply subsidiarily to the relationships arising from the sports employment contract.
- 2- The rules contained in this law may be subject to development and adaptation by collective labor agreement that provides in a more favorable way for sports practitioners and takes into account the specificities of each sporting modality.”

41. Consequently, the Collective Labour Agreement (the “CLA”) signed between the Portuguese Professional Football League and the Professional Football Players’ Union must also be considered.

42. Article 39 of the CLA establishes the following grounds for termination of the sports employment contract:

- “a) Revocation of an agreement between the parties;
- b) Expiry;
- c) Dismissal for just cause promoted by the employer;
- d) Termination with just cause at the player's initiative;
- e) Termination at the player's initiative without just cause when contractually agreed;
- f) Termination by either party during the probationary period;
- g) Collective dismissal;
- h) Abandonment of work.”

43. Regarding the expiry of the contract, article 41, 1, paragraph b) of the CLA provides as follows:
- “1. A sports employment contract shall expire in the cases provided for in this [CLA] or under the general terms of the law, namely:
 - b) In the case of supervening, absolute and definitive impossibility of the player to provide his activity or for the employer to receive it;”
44. In the present case, the illness affecting the Player is supervening (diagnosed only after the employment relationship had commenced), absolute (it is a chronic and progressive disease that causes a permanent functional limitation) and definitive (no meaningful recovery is expected).
45. Furthermore, by leaving Portugal and travelling to Brazil, the Player prevented the competent authorities, specifically those related to occupational medicine, from performing their duties and preparing the reports required by Portuguese law.
46. According to Portuguese case law and scholars if, after signing the contract, the worker is completely unable to perform the task entrusted to them, there is an impossibility which renders the legal transaction null and void. With regard to the worker, as the contract is concluded *intuitu personae*, in addition to the objective impossibility of performing the service (Article 790 of the Civil Code), the subjective impossibility – relating to the worker as a person – also leads to the termination of the employment relationship (Article 791 of the Civil Code).
47. The principle enshrined in Article 14 of the RSTP is also applicable, which provides that: “[a] contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.”
48. The Commentary of the RSTP offers some clarifications regarding the ambit and scope of just cause, stating that “[t]he Regulations do not provide a definition, nor a defined list of what would generally be considered a just cause. It is impossible to capture all potential conduct that might be considered just cause for the premature and unilateral termination of a contract. However, over the years, jurisprudence has established several criteria that define, in abstract terms, which combinations of circumstances should be considered just causes. A contract may only be terminated prior to the expiry of the agreed term where there is a valid reason to do so”.
49. CAS jurisprudence acknowledges that a substantial and irreversible breach of contractual duties justifies the immediate termination of the contract without liability for the party exercising the right of termination (CAS 2012/A/2698).

50. In addition, good faith, as a fundamental principle governing contractual relations, dictates that the relationship must cease when, objectively, its continuation becomes untenable.
51. Hence, given that a material breach occurred due to a supervening, absolute, and definitive impossibility which led to the expiry of the contract, just cause for its early termination is established. As such, the Club shall not incur any consequences of any kind – either the payment of compensation or the imposition of sporting sanctions – in line with the applicable Portuguese law and Article 14 of the FIFA RSTP.

b. The alleged outstanding amounts

52. According to Article 13 of the CLA, the player must “punctually attend training sessions, games, internships, trips, medical examinations and treatments and submit to the training regime in advance. established by the trainer and all treatments recommended by clinical services”.
53. Article 289 of the CLA considers as justified “absences authorized by the employer, as well as those motivated by the impossibility of working due to a fact not attributable to the player, namely illness, accident or compliance with legal obligations, or the need to provide assistance unavoidable to members of his family”.
54. Article 254(2) of the Portuguese Labour Code states that “[p]roof of the worker’s illness shall be provided by a declaration from a hospital, health center, or by a medical certificate.”
55. In the present case, although the Club was able to monitor the Player’s clinical condition while he was in Portugal, no medical certificate was formally submitted to justify his absences, as required by law, and the absences should therefore be considered unjustified.
56. According to article 28 of the CLA, “the employer has the right to deduct from the player's salary the amount corresponding to the days in which he was absent from work without justification”.
57. Therefore, the Club paid to the Player, as remuneration, a total amount of EUR 3,731.99:
- For July 2024, considering that the Player worked only 8 days (10 July 2024 to 18 July 2024) the Club paid a total amount of EUR 2,778.00 corresponding to: rent in the amount of EUR 500.00, remuneration corresponding to 8 days, twelfths of holidays and Christmas allowances, with the respective taxes discounted on these.
 - For August 2024, given the Player's total absence, a total amount of EUR 401.99 was paid, corresponding to the twelfths of the Holiday and Christmas allowances, mandatory by law, only.

- For September 2024, given the Player's total absence, a total amount of EUR 276.00 was paid, corresponding to the twelfths of the holiday allowance only.
- For October 2024, given the Player's total absence, a total amount of EUR 276.00 was paid, corresponding to the twelfths of the holiday allowance only.

58. In conclusion, the Player's conduct, consisting of his unauthorized travel to Brazil and the consequent prolonged absence from the Club without adequate medical certificate entitles the Club to deduct from his salary the amounts corresponding to the days of unjustified absence.

c. The compensation owed by the Player

59. While the Club never opposed the Player's right to seek a second medical opinion or to pursue the treatment of his choice, this does not exempt the Player from his essential contractual duties to duly justify his continued absence from work and to cooperate with the Club's medical department.

60. The Player's failure to provide any updated medical documentation severely impaired the Club's ability to monitor his condition and assess his fitness for a potential return to professional activity.

61. As such, without prejudice to the fact that a player's health is a fundamental right, all treatments, opinions and medical assessments and decisions made by the Player himself and decisions not to appear at the Club to fulfil his employment contract must be made in full agreement between players and their clubs, as supported by CAS case law (CAS 2022/A/9279).

62. In accordance with Article 17 of the RSTP, the Player must compensate the Club for the value of the remuneration that would be due to the Player if the Contract had ceased at its end.

63. The total compensation amount shall rely on the value of the remuneration due to the Player from the communication of termination by the Club (28 October 2024) until the expiry date as per the contract (30 June 2026).

64. In this sense, regarding the 2024-2025 sports season, 8 months of the contract would still run (October 2024 – June 2025) and the monthly agreed salary was EUR 4,700.00, which results in a total value of EUR 37,600.00.

65. Regarding the 2025-2026 season, 12 months of the contract would still run (July 2025 – June 2026) and the agreed monthly salary was of EUR 5,100.00 which resulted in a final sum of EUR 61,200.00.

66. In conclusion, the Player shall be ordered to pay the Club the total amount of EUR 98,800.00, plus default interest at the applicable rate of 5% annually as from 29 October 2024 until the date of effective payment.

d. Moral Damages

67. Article 51 of the CLA provides that “when a player causes the dismissal promoted by the club or sports society, he incurs civil liability for the damages caused due to the breach of contract”.
68. The fact that the Player did not fulfil his duties inherent to the contractual relationship, notably that of attendance, without the proper authorizations from the Club, affects the image and reputation of the latter.
69. In the present case, as previously decided in two CAS cases, a percentage of the contract amount should be used as parameter, particularly a 7%.
70. Considering that the total remuneration set out in the Contract was of EUR 117,600.00, the Player shall pay to the Club the amount of EUR 8,232.00, plus default interest at the applicable rate of 5% annually until the date of effective payment.

B. The Position of the Respondent

71. In its Answer dated 28 November 2025, the Respondent filed the following prayers for relief:

“FIRST – To dismiss the appeal lodged by the Club;

SECOND – To confirm the Challenged Decision;

THIRD – To order the Club to bear all costs associated with the present arbitration; and

FOURTH – To order the Club to pay a contribution towards the legal fees, costs and expenses incurred by the Player, in an amount equal to at least CHF 10,000 (ten thousand Swiss francs)”.

72. The submissions of the Respondent, as contained in its written submissions and oral pleadings, may be summarized, in essence, as follows:

a. Lack of just cause for termination

73. Under FIFA’s regulatory framework, the employment relationship between players and their clubs is distinct from ordinary employment relationships. In particular, contracts may not be terminated unilaterally, and the club owes a duty of care towards the player.

74. In particular, Article 18 of the FIFA RSTP determines that the validity and/or entry into force of an employment agreement may not be made subject to a successful medical examination. As established in the FIFA RSTP commentary (p.235), “*Clubs have a specific obligation to organise a medical examination before signing a contract with a player. If a club fails to abide by this fundamental principle, and instead decides to sign the contract before it receives confirmation that the player is fit and healthy, it does so at its own risk. A contract signed under these circumstances will be considered valid and binding and the club will not be permitted to terminate it unilaterally if the player goes on to fail a medical examination or fails to undertake a medical examination. A contract terminated in this way is considered to have been terminated without just cause*”.
75. Hence, although the referenced regulatory provision does not explicitly rule the consequences where a player is injured or somehow prevented from providing his services due to a medical intercurrent or an incapacity, it is obvious that, should such a situation come about, a club lacks the necessary legal basis to unilaterally terminate the employment contract concerned.
76. This is supported by CAS caselaw, where it has been established that “Article 18 (4) RSTP does not directly address the situation of a player who is injured or unwell during the course of his employment. Nevertheless, the rationale underlying article 18 (4) RSTP is relevant throughout the employment relationship between a club and a player. Therefore, an employment contract cannot either terminate automatically or be terminated unilaterally with just cause on the basis that a player is found, after the contract of employment has been signed, permanently unable to continue his professional career” (CAS 2013/A/3436).
77. In another case, it was concluded that “[t]he athlete is obliged to do whatever is necessary on his part to maintain his working capacity. If he breaches this, this can constitute a “just cause for termination. If the player cannot provide the club with his working capacity due to illness or injury, this does not constitute a breach of duty and there is no “just cause” for unilateral termination of the contract. There is also no breach of the duty to work if the player does not play at the level wanted by the Club” (CAS 2009/A/1956).
78. Art. 328 of the Swiss Code of Obligations provides as follows:
- “1. Within the employment relationship, the employer must acknowledge and safeguard the employee’s personality rights, have due regard for his health and ensure that proper moral standards are maintained. In particular, he must ensure that employees are not sexually harassed and that any victim of sexual harassment suffers no further adverse consequences.”
79. Hence, a club, after having signed a contract with a player, does not have the right to terminate it unilaterally based on the assumption that the latter is facing medical issues which renders him unable to provide his services as previously expected.

80. Such approach becomes all the more undisputed considering that (i) the Player has not contributed to such a situation, (ii) the Player is the most affected and harmed party and (iii) Player is only 1 out of 30 other professional players which the Club remains under contract with.
81. Finally, even though the referenced pathology is very serious and results into important sequels, it is neither possible nor advisable to affirm that the Player is not going to play professional football anymore.
82. In line with the above, considering that a contract between a professional and a club may only be terminated upon expiry of its term or by mutual agreement further to Article 13 of the RSTP, the Club had no valid reason or just cause to unilaterally terminate the Contract.

b. The outstanding payment

83. FIFA Circular no. 1171 expressly provides that any professional football player has the right to obtain a second opinion and a different sort of treatment than those prescribed by the medical staff of the club which he is under contract with.
84. After several days hospitalised in Portugal with no sign of progress in the near future, the Player decided to travel to Brazil with the purpose of procuring a second opinion and, eventually, starting a new medical treatment which presented better prospects than those previously prescribed.
85. On 12 and 13 August 2024, the Player expressly communicated to the Club's doctor about it in exchanges of messages via WhatsApp.
86. Regarding the Club's allegation that the Player failed to submit a medical certificate attesting the medical issues faced, a medical certificate only serves to provide the employer with evidence that the employee is unable to be in his workplace due to a medical occurrence. In the case at hand such a document was unnecessary since the Club was aware of the serious medical problems which the Player was facing.
87. Finally, assuming but not admitting, the Player was under any sort of contractual breach, the Club was under the obligation to warn the Player beforehand, which was not complied with in the present case.
88. Consequently, it is undisputed that the Club did not have the necessary legal grounds to stop paying the Player the remuneration set out in the Employment Contract based on the assumption that the latter failed to submit the pertinent medical certificate

V. CAS JURISDICTION

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

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

90. Articles 49(1) and 50(1) of the FIFA Statutes provide as follows:

“Article 49(1): FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, Members, Confederations, Leagues, Clubs, Players, Officials, intermediaries and licensed match agents.”

“Article 50(1): Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question.”

91. The Sole Arbitrator notes that the jurisdiction of CAS is not disputed by the Parties. Furthermore, the CAS jurisdiction is confirmed by the OP, duly signed by the Parties.
92. In view of the above, the Sole Arbitrator is satisfied that CAS has jurisdiction to decide the present dispute.

VI. ADMISSIBILITY

93. Article R49 of the CAS Code provides, in its relevant part, as follows:

“[i]n 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.”

94. The Appealed Decision constitutes a “decision” within the meaning of Articles R47 and R49 of the CAS Code.

95. As for the deadline to file an appeal, Article 50(1) of the FIFA Statutes, provides as follows:

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

96. On 15 August 2025 the CAS Court Office acknowledged receipt of the Brief filed by the Club and invited the Player to submit his Answer on or before 4 September 2025. Further to subsequent postponements of the deadline, the Player submitted its answer on 28

November 2025. The Sole Arbitrator further notes that the admissibility of the present appeal is not contested.

97. Consequently, the Sole Arbitrator is satisfied that the present appeal is admissible.

VII. APPLICABLE LAW

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

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

99. Article 49(2) of the FIFA Statutes provides in the relevant part 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.”

100. Clause 11 of the Contract provides as follows:

“This instrument shall be governed by Portuguese Law and subsidiarily by the FIFA Regulations on the Status and Transfer of Players (February 2024 edition) and for all disputes arising out of this contract or related to it, the FIFA Football Tribunal is competent, with appeal to the Court of Arbitration for Sport (TAS-CAS), based in Lausanne, with express waiver of any other.”

101. In this regard, Article 187 paragraph 1 of the Swiss Private International Law Act (“**Swiss PILA**”) provides the following:

- “The arbitral tribunal shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such choice, according to the rules of the law which in the case has the closest connection”

102. The Appellant submits the following:

- Pursuant to Article 3(c) of the RSTP, each member association must incorporate into its domestic regulations adequate mechanisms to safeguard contractual stability, while duly respecting mandatory national law and any applicable collective bargaining agreements.

- Accordingly, while the principles set out in the RSTP must indeed be implemented domestically, such implementation must occur in full conformity with mandatory national law and the collective bargaining agreements in force. This means that the rules on contract termination and compensation, as set out in Articles 14 and 17 of the RSTP, can only be applied in accordance with Portuguese law and the applicable collective bargaining agreements, while FIFA regulations must be applied subsidiarily.

103. The Respondent submits the following:

- As regards international arbitrations with seat in Switzerland, the assessment of the applicable law to both the procedure and the merits shall be made pursuant to the provisions set out under Chapter 12 of the Swiss PILA.
- Further to Article 187 of the Swiss PILA, the Parties have recognized the jurisdiction of the FIFA DRC and therefore agreed to refer the present dispute to the CAS, upon appeal, by virtue of Art. 50, par. 3 of the FIFA Statutes, as ratified by clause 11 of the Contract. Consequently, the “*rules of law chosen by the parties*” as referred to in Art. 187 shall be construed as an implicit election of the provisions set out in the CAS Code.
- The law applicable to the merits of any appeal proceedings brought before the CAS is governed by the conflict-of-law rules set out in Art. R58 of the CAS Code, which establishes that “[t]he Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties”. Hence, even if an explicit choice of law was made, the “*applicable regulations*” are primarily applied and take precedence over any law chosen by the Parties.
- In this regard, and as far as appeals filed against a decision issued by a body, a committee, a subsidiary or an instance of FIFA are concerned, the “*applicable regulations*” referred to in Art. R58 of the CAS Code consist of Article 49 of the FIFA Statutes, which establishes that “[t]he 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.”
- In line with the above, it is undisputed that the various regulations of FIFA, such as but not limited to the RSTP, and the relevant provisions of Swiss law shall apply to the substance of the present dispute.

104. The Sole Arbitrator notes that the present dispute is submitted to the CAS as an appeal against a decision rendered by a FIFA deciding body. Accordingly, the applicable law must be determined in accordance with Article R58 of CAS Code.
105. Pursuant to Article R58 of the CAS Code, the Sole Arbitrator 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 [...] is domiciled or according to the rules of law the Sole Arbitrator deems appropriate”*.
106. The Sole Arbitrator observes that Article 49(2) of the FIFA Statutes further specifies the content of the *“applicable regulations”* within the meaning of Article R58 of the CAS Code, by providing that CAS shall *“primarily apply the various regulations of FIFA and, additionally, Swiss law”*.
107. In light of the foregoing, the Sole Arbitrator considers that, in appeals against decisions issued by FIFA bodies, the applicable legal framework is well established and follows a hierarchical structure, whereby (i) FIFA regulations are applied primarily, and (ii) Swiss law applies on a subsidiary basis.
108. The Sole Arbitrator further notes that Clause 11 of the Contract provides that the agreement shall be governed by Portuguese law and, subsidiarily, by the RSTP. However, the Sole Arbitrator recalls that, in CAS appeal proceedings, the parties’ autonomy to choose the applicable law is limited by the mandatory application of Article R58 of the CAS Code.
109. In particular, the Sole Arbitrator emphasizes that, under Article R58 of the CAS Code, the *“applicable regulations”* take precedence over any choice of law made by the parties. Consequently, even where the parties have expressly designated a national law as governing their contractual relationship, such law may only be applied on a subsidiary basis and to the extent that it does not conflict with the applicable sporting regulations.
110. This interpretation is consistent with Article 187(1) of the Swiss PILA, which allows arbitral tribunals to decide disputes according to the *“rules of law”* chosen by the parties.
111. The Appellant relies on the decision CAS 2023/A/10168 to argue that *“if the Parties agreed that national law should prevail, this should be applied first and, subsidiarily, the FIFA regulations must be considered”*. In the mentioned case, the panel concluded that, further to Article R58 of the CAS Code and Article 1(5) of the Hellenic Football Federation (which established that such federation was governed by *“the Statutes thereof and the rules and guidelines of FIFA and UEFA”*), the applicable regulations were *“primarily the various regulations of the HFF, in particular the HFF Disciplinary Code and the HFF RFM, while Greek law is relevant to interpret and supplement these regulations, if needed”*.

112. Hence, the Tribunal notes that such decision does not establish that national law should prevail, but rather the contrary, *i.e.*, that national law should be applied to “*to interpret and supplement these regulations, if needed*”. In other words, even where a national legal system is expressly referred to, it does not displace the primacy of the applicable sporting regulations within the meaning of Article R58 of the CAS Code, but merely operates as a complementary source where the regulatory framework is silent or requires interpretation.
113. Similarly, the Appellant relies on the decision CAS 2009/A/1758 to argue that the Sole Arbitrator would be “*bound by the choice of the parties to the dispute*”. In the mentioned case, again in application of Article R58 of the CAS Code, the reasoning of the panel was the following: “[s]ince Article R58 of the CAS Code refers to the law applicable to the merits of the dispute it is Egyptian law and FIFA Regulation that govern this contract. The Panel is, in principle, bound by the choice of the parties to the dispute and will therefore apply Egyptian law (as specified in Article 8 of the second contract) and FIFA Regulation in order to resolve this dispute. The choice of the parties however, is subject to legal scrutiny itself. The parties cannot request for example, from the Panel to apply laws which are not relevant for the adjudication of a dispute”. Given that the RSTP are not applicable to transfers of coaches, but only of players, the panel concluded that the RSTP could not be applied and rather Egyptian Law should apply.
114. The Sole Arbitrator therefore considers that this jurisprudence does not support the Appellant’s position. On the contrary, it confirms that the parties’ choice of law is not absolute in CAS appeals proceedings and remains subject to the overriding application of the relevant sporting regulations, as well as to considerations of relevance and suitability in light of the specific dispute. In particular, where FIFA regulations are applicable *ratione materiae*, they must be applied primarily, and any national law chosen by the parties can only be taken into account subsidiarily and within the limits imposed by the regulatory framework.
115. The Respondent relies on the cases CAS 2018/A/5771 and CAS 2014/A/3626, which confirm the aforementioned conclusion by confirming that, by submitting the relevant dispute to the CAS, the Parties “*have implicitly and indirectly chosen for the application of the conflict-of-law rule in Article R58 of the CAS Code, leading to the primary application of the regulations of FIFA [...]. In accordance with the Haas-doctrine, Article R58 of the CAS Code serves to restrict the autonomy of the parties, since even where a choice of law has been made, the ‘applicable regulations’ are primarily applied, irrespective of the will of the parties. Hence, any choice of law made by the parties does not prevail over Art. R58 of the CAS Code but is to be considered only within the framework of Art. R58 of the CAS Code and consequently affects only the subsidiarily applicable law*”.
116. Therefore, the Sole Arbitrator finds that the FIFA Regulations, in particular the RSTP, constitute the primary source of law applicable to the merits of the present dispute. Swiss law shall apply subsidiarily, while Portuguese law may only be taken into consideration

to the extent that it is compatible with the aforementioned regulatory framework and, where appropriate, as a matter of factual or interpretative guidance.

117. In view of the above, the Sole Arbitrator rejects the Appellant's submission that Portuguese law should prevail over the FIFA Regulations and concludes that the dispute shall be decided primarily in accordance with the FIFA Regulations, supplemented, where necessary, by Swiss law.

VIII. THE MERITS

118. The Parties are in dispute over the termination of the Contract between the Club and the Player and over the amount of compensation if any, that may be due to either Party.
119. The main issue to be addressed by the Sole Arbitrator is whether the Contract was terminated by the Club with just cause as contended by the Appellant or without just cause as decided by the Appealed Decision and contended by the Respondent.
120. The Sole Arbitrator observes that the Player's fundamental personal rights include, in particular, the right to decide where to undergo medical treatment. This prerogative is inherent to the protection of the Player's physical integrity and personal autonomy and cannot be restricted by the Club.
121. Consequently, the Player's decision to travel to Brazil in order to pursue medical treatment falls within the legitimate exercise of his personal rights and cannot, in itself, be considered a breach of his contractual obligations. In this respect, the Sole Arbitrator finds it unnecessary to engage in any further assessment as to whether such decision was optimal or coordinated, since the decisive point is that the Club could not impose a specific place of treatment.
122. It is further undisputed that, as from mid-July 2024, the Player was suffering from a serious medical condition which rendered him unable to perform his professional duties as a football player. The evidence on the file, including the testimony at the hearing of the Club's Medical Director at the time, Dr. Meneses, clearly establishes that the Player was not fit to train or compete. In this context, the place where the Player received medical treatment is of no relevance to the Club's contractual position, *i.e.*, the Player's inability to perform was not contingent upon his geographical location, and his decision to continue treatment in Brazil did not alter the nature or execution of the employment relationship. On the contrary, the record shows that even the Club's own medical staff contemplated the possibility of treatment abroad, thereby confirming that such choice had no material impact on the contractual framework.
123. Furthermore, the Sole Arbitrator notes that the Club's primary contractual obligation is that of the payment of the Player's remuneration. Hence, the non-payment of a medically unfit player constitutes a serious breach of this essential obligation.

124. In this regard, Article 14bis paragraph 1 of RSTP expressly provides that a player may terminate the contract with just cause if the club fails to pay at least two monthly salaries. This provision reflects the well-established principle that the timely payment of remuneration is a fundamental element of contractual stability in professional football. This principle is similarly enshrined in Article 12bis of RSTP. Consequently, the Club's failure to comply with this obligation amounts to a material breach of the Contract.
125. While the Sole Arbitrator acknowledges that the Player was, in practice, unable to fulfil his sporting obligations, such inability was justified by his medical condition and cannot be attributed to any fault on his part. In other words, although the Player was not performing his duties, he was excused from doing so. By contrast, the Club's obligation to pay remuneration was not subject to any such justification and remained fully enforceable.
126. In this respect, the Sole Arbitrator observes that, as from 19 July 2024, while the Player's illness was known to the Club, it ceased paying the Player's remuneration almost immediately.
127. In this regard, the Club's argument that it lacked sufficient contact with the Player is not persuasive. First, the evidence indicates that there were exchanges between the Player and the Club's medical staff. This was confirmed by Dr Meneses at the hearing, who stated that he remained in contact with the Player throughout July and August, was aware of the exams that the Player was conducting and their results, as well as of the seriousness of the Player's medical condition, and had no indication that the Player would be able to resume playing in the near future. Similarly, Mr Sabino, the Club's Sporting Director, confirmed at the hearing that Dr Meneses was providing his feedback to the Club on a regular basis.
128. Moreover, given that the Club was fully informed of the Player's medical condition through its own medical staff, it would be excessively formalistic to require the Player to submit an additional medical certificate, as required by the Club.
129. Second, the Club has failed to demonstrate that it made any genuine efforts to establish contact with the Player or to clarify his situation. Such absence of initiative suggests that the Club was fully aware of the Player's medical condition. This conclusion is further supported by the Club's Notice of Default, which implicitly recognizes that the Player was unable to play due to his illness.
130. The Sole Arbitrator further observes that the Club remained in a situation of non-payment for several months and only proceeded to terminate the Contract after the Player formally requested the outstanding remuneration.
131. In this respect, the Club submits that the Player's absences were unjustified, notably due to the alleged failure to provide formal medical certificates and his decision to travel to Brazil without proper authorization. On this basis, the Club argues that it was entitled to deduct the corresponding amounts from the Player's salary.

132. The Sole Arbitrator cannot follow this line of argument. As established above, the Player's inability to attend training sessions and matches was the direct consequence of a serious medical condition, which was known to the Club. In such circumstances, the Player's absence must be considered justified.
133. The Sole Arbitrator further notes that the requirement to provide formal medical certificates cannot be assessed in a purely formalistic manner where the employer is already fully aware of the employee's medical condition. In the present case, the Club had direct knowledge of the Player's illness, including through its own medical staff, and has not demonstrated that the absence of specific documentation caused any uncertainty as to the Player's incapacity. In addition, the Player's decision to pursue medical treatment abroad, as previously established, falls within the exercise of his personal rights and does not alter the justification of his absence. Consequently, it cannot serve as a basis for withholding remuneration.
134. In view of the above, the Sole Arbitrator finds that the Club was not entitled to withhold or reduce the Player's remuneration.
135. In other words, at the time of termination, the Club was already in a state of material breach. From a chronological perspective, this is decisive: had the Club continued to comply with its payment obligations, the Sole Arbitrator would have had to examine whether the Player's situation could give rise to a just cause for termination.
136. However, this is not the case here. The Club's prior and ongoing material breach precludes it from relying on just cause.
137. Furthermore, the Player referred at the Hearing to the reasoning adopted in the CAS award 2023/A/9434. In that decision, the sole arbitrator examined, *inter alia*, whether the deliberate concealment of an injury during the negotiation of a transfer could affect the validity of an employment contract. However, such circumstance was found not to be applicable in that case, nor is it relevant in the present matter. More importantly, the sole arbitrator in that case reaffirmed in unequivocal terms, with which the Sole Arbitrator agrees, that "[i]t is indisputably and categorically clear, and long and well established, that the inability of a player to provide his services to his employer club due to illness or injury (or both) is not, in itself, sufficient to constitute just cause to terminate a contract".
138. Finally, the Sole Arbitrator notes that the Club's alleged proposal to integrate the Player into its technical staff cannot be considered a viable alternative, given that the Player's medical condition required continuous and intensive treatment, rendering him unable to perform any professional activity for the Club.
139. In light of the foregoing, the Sole Arbitrator concludes that the Club did not have just cause to terminate the Contract. On the contrary, at the time of termination, the Club was already in a situation of prior and ongoing material breach due to its failure to pay the Player's remuneration for several months.

140. Consequently, the Appellant's claim for compensation by the Player is rejected.
141. The Sole Arbitrator observes that the Appellant does not engage with the amount of the compensation ordered by the Appealed Decision and did not submit a subsidiary request for relief if the Sole Arbitrator also finds that the Club terminated the Contract without just cause.
142. Consequently, the Sole Arbitrator finds that the appeal shall be dismissed and, consequently, the Appealed Decision is upheld in its entirety.

IX. COSTS

(...)

* * * * *

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by SPORT CLUBE UNIÃO TORREENSE FUTEBOL, SAD against the decision rendered by the Dispute Resolution Chamber of FIFA on 15 May 2025 is dismissed.
2. The decision rendered by the Dispute Resolution Chamber of FIFA on 15 May 2025 is confirmed.
3. (...).
4. (...).
5. All the other motions or prayers for relief are dismissed.

Seat of the arbitration: Lausanne, Switzerland

Date: 7 August 2026

THE COURT OF ARBITRATION FOR SPORT

Hervé Le Lay
Sole Arbitrator