



Arbitration CAS 2011/A/2637 PCF CSKA Sofia EAD v. Vanio Kostov, award of 3 October 2012

Panel: Mr Chris Georgiades (Cyprus), Sole Arbitrator

Football

Players' agent contract with a club

Consideration as a universal requisite of contracts

Express term making the commission payable for the transfer

1. Consideration in the context of a contract could consist either in some right, interest, profit or benefit accruing to the one part or some responsibility given or undertaken by the other. Consideration is a universal requisite of contracts the existence of which can be said to make promises enforceable. Consideration is given in return of a promise and is usually given at the request of the promisor. The promisee must therefore prove either an exchange of promises or some act on the part of the promisee in return for the promise made.
2. If a player's agent enters into an agreement with a club providing for a commission in case a player is transferred to said club, it suffices to establish that the transfer took place for the agent to be entitled to such commission. There is no need for the agent to prove any particular act by himself.

1. THE PARTIES

- 1.1 PFC CSKA Sofia EAD (hereinafter referred to as "CSKA Sofia" or the "Claimant") is a football club based in Sofia, Bulgaria, which plays in the premier division of the Bulgarian League.
- 1.2 Vanio Kostov (hereinafter referred to as the "Player's Agent" or the "Respondent") is a player's agent licensed by the Portuguese F.A.

2. FACTUAL BACKGROUND

- 2.1 Below is a summary of the main relevant facts and allegations based on the Parties' written submissions and additional evidential material produced. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the factual allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

- 2.2 On 16th July, 2007, CSKA Sofia and the Player's Agent entered into an agreement, pursuant to which CSKA Sofia agreed that the Player's Agent was entitled to receive from CSKA Sofia a commission of €50.000 in the event that the Brazilian player C. (hereinafter the "Player") signed a labour contract with CSKA Sofia (the "Agreement").
- 2.3 The Agreement specified as follows:
- "PFC CSKA Sofia Plc agrees to pay the amount of EUR 50.000 net to the Player's Agent Vanio Kostov as a commission for the transfer of the football player C."*
- 2.4 The Agreement further stated that the commission would be paid in one instalment *"within three months after the receiving of the International Transfer Certificate"*.
- 2.5 CSKA Sofia failed to pay the total amount of €50.000 (allegedly paying only €20.000) and the Player's Agent lodged a claim with FIFA.
- 2.6 The Single Judge of the FIFA Player's Status Committee (hereinafter "PSC") sitting in Zurich on 8 August 2011 accepted the claim ordering CSKA Sofia to pay to the Respondent the amount of €30.000 together with interest at the rate of 5% from 1 December 2007 until the date of payment as well as the costs of the proceedings amounting to CHF 3000 (the "Decision").
- 2.7 The reasoned Decision was communicated to the Parties on 24 October 2011.

3. PROCEEDINGS BEFORE THE CAS; CONSTITUTION OF THE PANEL AND HEARING

- 3.1 On 14 November 2011, CSKA Sofia submitted a statement of appeal at the Court of Arbitration for Sport (the "CAS") against the Player's Agent, pursuant to the Code of Sports-related Arbitration (the "Code").
- 3.2 By virtue of its Appeal Brief, dated 24 November 2011, CSKA Sofia contested the Decision and on the basis of the grounds and legal arguments contained therein requested the CAS to:
- "1. Set aside the decision of the PSC of 8 August 2011.*
- 2. Award the costs and expenses of the arbitration against the Respondent.*
- 3. Order the Respondent to cover all legal and other expenses of the Appellant related to the present procedure"*
- 3.3 On 26 December 2011, the Respondent filed its answer and upon the basis of the grounds and legal arguments contained therein submitted that: *"the Appeal presented by PFC CSKA Sofia be judged fully dismissed for lack of grounds, and must be confirmed as fair and valid the Decision uttered by the Single Judge of the FIFA Player's Status Committee. It must also the Appellant club be condemned to pay the total amount of the costs and expenses of the present Appeal"*.

- 3.4 On 21 March 2011, the parties were advised that Mr. Chris Georghiades, attorney-at-law in Limassol, Cyprus had been appointed Sole Arbitrator in this matter. Neither party objected as to the composition of the Panel.
- 3.5 On 10 January 2011 both parties indicated that their preference was for the Sole Arbitrator to issue his decision based on the parties' written submissions without the need to hold a hearing.
- 3.6 Whilst considering the file the Sole Arbitrator detected the need for the production of further documentary evidence and/or clarifications whereupon on 25 April 2011, pursuant to Article R44.3 of the Code, the Sole Arbitrator issued the following procedural direction:
- "1. The Respondent is granted seven days from receipt of this letter to produce evidence of receipt of payment of the €20.000 allegedly received.*
- 2. The Parties are granted seven days from receipt of this letter to provide the CAS Court Office with evidence of how and when the Agreement dated 16th July 2007 was entered into".*
- 3.7 On 25 April 2012, pursuant to Article R57 of the Code the Sole Arbitrator requested FIFA to provide the CAS with a copy of the complete case file produced by FIFA in connection with the matter. FIFA couriered the complete file on 10 May 2012.
- 3.8 The Respondent by virtue of a communication dated 2 May 2012 responded to the Sole Arbitrator's direction of 25 April 2012 providing documentary evidence with respect the payment of €20.000.
- 3.9 The Appellant by virtue of a communication dated 3 May 2012 responded to the Sole Arbitrator's direction of 25 April 2012 submitting that Art 8 of the Swiss Civil Code, which is applicable based on Art 62 of the FIFA Statutes, the burden of proof must be for the Respondent in the above proceedings, quoted verbatim the provisions of Article 8 of the Swiss Civil Code and thereafter repeated arguments contained in earlier submissions.
- 3.10 Document No. 5 (i.e. the invoice dated 2 October 2012) submitted by the Respondent with its response of 2 May 2012 was illegible whereupon pursuant to Article R 44.3 of the Code the Sole Arbitrator requested on 4 May 2012 for a legible copy of the said document to be produced.
- 3.11 The Respondent by virtue of an e-mail dated 7 May 2012 provided a scanned copy of all documents submitted on 2 May 2012, including document No. 5.
- 3.12 On 9 May 2012, pursuant to Art R44.3 of the Code the Sole Arbitrator, requested the Respondent produce within 3 days a copy of invoice No. 0042 noting that upon receipt of same, the Appellant would be given time to comment thereon.
- 3.13 By virtue of an e-mail dated 12 May 2012, Counsel for the Respondent informed the CAS Court Office that the correct number of the invoice was 0048 and not 0042 attaching a copy of the "proper" invoice.

- 3.14 Counsel for the Appellant (to whom the Respondent's communication of 12 May 2012 was sent) responded on 15 May 2012 stating that the attachment *"is totally unreadable because it is very dark, almost black"* and requested for a scanned copy so as to be able to read.
- 3.15 On 18 May 2012 The CAS Court Office forwarded to Counsel for the Appellant a copy of invoice 0048 who responded repeating previous arguments whilst also raising fresh arguments and/or allegations concerning invoice No. 0048.
- 3.16 On 6 June 2012 the Sole Arbitrator requested the Respondent to provide by 13 June 2012 evidence of the transfer or assignment of its rights in respect of the amount of €50.000 to Pacheco & Teixeira and a confirmation that the transfer or assignment is unrelated to any other matter for which the latter may have provided services to the Appellant.
- 3.17 The Respondent by its reply dated 13 June 2012 requested an extension of the time limit of 13 June 2012 to 18 June 2012 so as to secure a statement from the managing partner of Pacheco & Teixeira, Mr. Antonio Teixeira.
- 3.18 On the 18 June 2012 the Respondent submitted a written statement prepared by Mr. Antonio Teixeira with respect to the matters detailed in the CAS communication of 6 June 2012.
- 3.19 On the 2 July 2012 the Appellant positioned itself with respect the written statement of Antonio Teixera dated 18 June 2012.
- 3.20 On 29 August 2012 and 30 August 2012, the parties returned the signed Order of Procedure to the CAS. The Order notes at para. 9 that *"by signature of the present Order, the parties confirm their agreement that the Sole Arbitrator may decide this matter based on the parties' written submissions. The parties confirm that their right to be heard has been respected. Pursuant to Article R57 of the Code, the Sole Arbitrator considers himself sufficiently well informed to decide this matter without the need to hold a hearing"*.

4. PARTIES' SUBMISSIONS

- 4.1 In its appeal, CSKA requests the following relief:

- "1. Set aside the decision of the PSC of 8 August 2011.*
- 2. Award the costs and expenses of the arbitration against the Respondent.*
- 3. Order the Respondent to cover all legal and other expenses of the Appellant related to the present procedure"*.

- 4.2 The grounds upon which CSKA bases its requests can be summarized as follows:

- 4.2.1 The Agreement does not show any consideration for the payment of the allegedly agreed amount of the commission. It does not specify the obligation of the Agent, in the sense that it is not state what the Agent had to do or was supposed to do so as to deserve payment consequently the Agreement is null and void for lack of consideration.

- 4.2.2 The Agent did not participate in any manner in the Player's transfer and was not the effective cause of the transaction being concluded.
- 4.2.3 The Single Judge was wrong to consider that the payment of EUR 20.000 was a proven fact, the Respondent failed to provide any evidence as to such payment which the Appellant contests as having being made. The Appellant denies having ever paid the Respondent the amount of EUR 20.000 calling upon the Respondent to produce evidence of such payment. The Single Judge relied on the alleged payment of EUR 20.000 failing to note that this fact was not proven from the evidence in the file.
- 4.2.4 The Single Judge was wrong in his conclusion that only the Player's employment agreement should bear the Agent's signature as this is a mandatory provision pursuant to the relevant provisions of the FIFA Player's Agents Regulations. The absence of the Player's Agent's name in the transfer agreement and the Player's employment contract is strong evidence that the Respondent did not participate in the two transactions on behalf of the Appellant.
- 4.2.5 The Player's Agent's services were rendered to the Player and not to the Appellant with the payment obligation placed upon the Appellant. The Agreement cannot be construed as such an arrangement, i.e. payment of Player's obligation to the Agent by CSKA because it was concluded before the completion of the Player's employment agreement and if this was the case, the Agent had acted in breach of Article 19(8) of the FIFA Regulations which prohibit an agent from representing more than one party in a transaction, rendering the Agreement a nullity.
- 4.3 The Player's Agent in his reply of 26/12/2011 contests the grounds upon which the Appellant bases its requests and concludes that the appeal of CSKA Sofia be dismissed for lack of grounds, upholding the validity of the Decision of the FIFA Single Judge paying all costs and expenses of the appeal.
- 4.4 The grounds upon which the Player's Agent bases his above submission can be summarized as follows:
- 4.4.1 A number of allegations contained in the Appeal Brief were not invoked before the PSC.
- 4.4.2 The Respondent was requested by the Appellant to negotiate the transfer of the Player on its behalf, the Respondent established contacts with the Player's club (Naval) and the Player, this is what caused the execution of the Agreement.
- 4.4.3 The fact that the Respondent is a "licensed players agent" a fact noted in the Agreement and the fact that the Agreement states that a "commission" is payable "*for the transfer of the football player C. – [...] – from the Portuguese football club Associacao Naval 1 de Maio to PFC SCKA Sofia PLC*" within "*3 months after the receiving of the International Transfer Certificate*" is sufficient to establish without any doubt the Appellant's commitment to the Respondent as a player's agent in respect of the transfer of the Player from Naval to CSKA Sofia.

- 4.4.4 The Appellant does not provide any evidence as regards the allegation that the Respondent did not have any involvement in the Player's transfer. No such allegation was made before the PSC.
- 4.4.5 The Appellant did not raise any argument before the PSC as regards the part payment of EUR 20.000 making it questionable why he chooses to do so now. If no part payment was actually made the Respondent would claim the whole amount.
- 4.4.6 The Appellant's allegations as regards the FIFA Regulations, obliging a reference be made of the name of the Player's Agent applies only to employment contracts made as between clubs and players where a player's agent represents a player. In the particular case the Respondent acted for the Appellant and not the Player therefore it is not necessary for the Player's Agent's name or signature to be provided.
- 4.4.7 The burden of proving the non-payment of the amount of EUR 20.000 lies with the Appellant.
- 4.4.8 The Respondent acted only for the Appellant and did not have any form of a relationship or representation agreement with the Player.

5. JURISDICTION OF THE CAS

- 5.1 Article R27 of the Code states as follows:

"Application of the Rules

These Procedural Rules apply whenever the parties have agreed to refer a sports-related dispute to the CAS. Such disputes may arise out of an arbitration clause inserted in a contract or regulations or of a later arbitration agreement (ordinary arbitration proceedings) or 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 provides for an appeal to the CAS (appeal arbitration proceedings)".

- 5.2 According to Art. 63, par 1 of the FIFA Statutes and Art. 23, par 3 of the FIFA Regulations, the Decision may be appealed against before the CAS subject to the arbitration procedures set out in the Code.
- 5.3 On 14 November 2011 the Appellant submitted a Statement of appeal to the CAS against the Respondent pursuant to the Code.
- 5.4 The jurisdiction of the CAS is not disputed by the Parties. It is further confirmed by the Order of Procedure signed by the Parties. Accordingly, the Sole Arbitrator is satisfied that he has jurisdiction to hear this case.

6. APPLICABLE LAW

- 6.1 Pursuant to Article R58 of the Code, the Sole Arbitrator is required to decide the dispute according to the applicable regulations and the rules of law chosen by the Parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.

7. MERITS

- 7.1 From the submission of the Parties it is evident that the main issues of dispute relate to the following:

7.1.1 There is no valid Agreement because of lack of consideration.

7.1.2 The Agent did not render any services to the Appellant in fact he represented the Player.

7.1.3 There was no part payment of EUR 20.000

7.1.4 The Agreement was in violation of the FIFA Regulations since the Player's Agent's name or signature should be placed in the transfer and/or employment agreement.

7.1.5 Costs

7.2 Validity of Agreement – lack of consideration

7.2.1 The Agreement is contested by the Appellant for lack of consideration. Consideration in the context of a contract could consist either in some right, interest, profit or benefit accruing to the one part or some responsibility given or undertaken by the other.

7.2.2 Consideration is a universal requisite of contracts the existence of which can be said to make promises enforceable.

7.2.3 Consideration is given in return of a promise and is usually given at the request of the promisor (i.e. CSKA Sofia). The promise (i.e. the Player's Agent) must therefore prove either an exchange of promises (i.e. promise to secure the transfer of the Player) or some act on the part of the promisee (Player's Agent) in return for the promise made.

7.2.4 From the facts of the case it is evident that the Appellant gave a promise to pay the amount of €50.000 in return for the Respondent performing an act in which case this suffices to say that there was an executor consideration. Once the Respondent has done all that he was bound to do under the Agreement the consideration will be an executed consideration leaving an outstanding liability on the side of the Appellant.

7.2.5 Article 1 of the Agreement states as follows:

“PFC CSKA Sofia PLC agrees to pay the amount of 50.000 / fifty thousand / Euro net to the Player’s Agent Vanio Kostov as a commission for the transfer of the football player C. / ... from the Portuguese football club Associacao Naval 1 de Maio to PFC CSKA Sofia PLC. The amount is payable within 3 months after the receiving of the International Transfer Certificate”.

7.2.6 The terms of the Agreement contain a promise made by the Appellant to the Respondent which is enforceable as long as the Respondent performs his promise and the facts of the case evidence that the purpose of the promise i.e. securing the transfer of the Player was satisfied an issue which makes the Agreement valid for consideration irrespective of the extent of services provided by the Respondent which are contested by the Appellant and are hereinbelow addressed separately. The Sole Arbitrator therefore holds the Agreement valid for consideration.

7.3 The Player’s Agent did not render any services to the Appellant and in fact represented the Player

7.3.1 The Agreement itself does not detail the services to be provided by the Player’s Agent however from the facts of the case it is evident that the Respondent’s services were contracted in his capacity as a licensed player’s agent and it was therefore known or should be known what the normal functions of a licensed player’s agent are and what is to be expected from such a person when contracted for the purpose of securing the transfer of the Player from Naval to CSKA Sofia.

7.3.2 Article 2 of the Agreement provides for further monetary compensation to accrue in favour of the Player’s Agent as and when the Player, during the validity of his contract with the Appellant, would be further transferred. The said provision evidences further that the relationship created by virtue of the Agreement was as between the Appellant and the Player’s Agent and not as between the Player and the Player’s Agent as alleged by the Appellant.

7.3.3 The Sole Arbitrator consequently holds that the capacity of the Respondent as a licensed players agent was sufficient and the lack of reference as to the specific duties and/or services to be provided is not necessary as it is deemed that the Player’s Agent would act in all respects as normally expected of a licensed players agent.

7.3.4 The Appellant alleges that the Player’s Agent is not entitled to the commission set out in the Agreement unless he can prove that he was the effective cause of the transaction being brought about and in this respect makes reference to the CAS case 2006/A/1019 where the undersigned acting as sole arbitrator ruled that the agent earns his remuneration upon bringing about a certain transaction and is not entitled to the remuneration unless he is the effective cause of the transaction being brought about.

7.3.5 The present case, as evidenced from its facts, is different from that of 2006/A/1019 in the sense that in the latter case the agent was contracted for a period of 24 months to render services to a particular player entitled to the remuneration detailed in the relevant

contract as and when he discharged his services which required the agent to negotiate the player's employment contracts which he failed to do.

- 7.3.6 In the particular case the Agreement contains an express term making the commission payable for the transfer of the Player to the Appellant and it suffices that the transfer took place.
- 7.3.7 The facts of the case evidence that the Player's Agent did have an involvement in bringing about the transfer of the Player. The Declaration of Antonio Teixeira (dated 14 June 2012) confirms the Player's Agent involvement in the matter something the Player himself confirms in his letter of 20 August 2010 addressed to FIFA.
- 7.3.8 The Agreement itself contains an express provision for the receipt of a commission for the transfer of the Player without the need of any particular act by the Player's Agent so as to earn the commission agreed i.e. €50.000 and therefore the matter is different from the case quoted in support of the Appellant's allegation; since the transfer of the Player was completed the Player's Agent became entitled to the commission.
- 7.3.9 As regards the Appellant's allegation that the Player's Agent acted for the Player and not for the Appellant the facts of the case evidence otherwise. The Player himself by virtue of his letter of 30 August 2010 addressed to FIFA confirm that he did not pay any money or commission to the Player's Agent in respect of the services rendered in connection with the signing of an employment contract with the Appellant, whilst also confirming the mediation of the Player's Agent in achieving the transfer stating that it had been agreed that the Appellant would be responsible for the payment of the Player's Agent services. Consequently the Appellant's allegations as to the Respondent acting for the Player are dismissed.

7.4 There was no part payment of €20.000

- 7.4.1 Whether or not there was a part payment of the amount of €20.000 is an issue that has been heavily contested by the Appellant submitting that no such payment was made and that the burden of proving such payment lies with the Respondent.
- 7.4.2 Without deciding who bears the burden of proof concerning the part payment of the €20.000 the Sole Arbitrator notes that the Appellant exhausted itself by merely alleging non-payment shifting the burden to the Respondent, submitting additionally that the payment of €20.000 related to services rendered by Pacheco & Teixeira itself for the transfer of the Player and not received for and on behalf of the Respondent for obligations of the latter towards Pacheco & Teixeira which it contests.
- 7.4.3 The Respondent when requested to submit evidence concerning the part payment of €20.000 submitted invoice No. 0048 issued by Pacheco & Teixeira (a licensed Portuguese agent) together with evidence of receipt of the amount and when further requested to clarify the issue of the invoice by Pacheco & Teixeira and that the receipt of the amount of €20.000 was unrelated to any other matter for which Pacheco & Teixeira may have

provided services to the Appellant provided the Panel with a written declaration issued by Antonio Teixeira, Managing Partner of Pacheco & Teixeira.

7.4.4 The evidence provided by the Respondent concerning the part payment of €20.000 can be summarized as follows:

- (1) On 2 May 2012 Counsel for the Respondent provided (a) evidence of an invoice issued by Pacheco & Teixeira addressed to CSKA Sofia for the amount of €50.000 (Document No. 5); (b) an extract from the bank statement of Pacheco & Teixeira evidencing receipt of €20.000 on 19/2/2008 (Document No. 4); (c) a declaration dated 4/10/2007 emanating from the Respondent addressed to the Appellant advising of the authority of Antonio Teixeira to receive the amount of €50.000 (Document No. 3).
- (2) The Declaration dated 14 June 2012, made by Antonio Teixeira, as Managing Partner of Pacheco & Teixeira States the following:
 - (a) The Respondent had some amounts to settle with Antonio Teixeira concerning other matters.
 - (b) Antonio Teixeira accepted to receive the amount of €50.000 on behalf of the Respondent.
 - (c) A declaration authorizing Antonio Teixeira to receive the commission was issued by the Respondent and sent to the Appellant.
 - (d) An invoice was issued in respect of the amount of €50.000 but only €20.000 was transferred to the account of Pacheco & Teixeira.

7.4.5 The Appellant strongly objected to the validity of the above-mentioned its objections summarized as follows:

- (1) The payment of €20.000 made by CSKA Sofia to Pacheco & Teixeira does not evidence that this was made in respect of the entitlement of the Respondent.
- (2) There is no evidence of dispatch and receipt by CSKA Sofia of the Declaration dated 4 October 2007 whereby the Respondent authorized payment to Pacheco & Teixeira. The said Declaration having been created for the benefit of the proceedings the Respondent obliged to prove that the Declaration was duly communicated and received by the Appellant before the payment of €20.000. Invoice No. 0048 is dated 2 October 2007 i.e. issued earlier than the Declaration.
- (3) The Respondent failed to provide evidence of his obligations to Pacheco & Teixeira in respect of which the payment of €20.000 was made.
- (4) Antonio Teixeira participated in the negotiations for the transfer of the Player.

- (5) The lawyers Domingos Silva Alves represented Pacheco & Teixeira when they demanded payment of the amount of €30.000 and consequently were claiming payment for Pacheco & Teixeira and not on behalf of the Respondent otherwise they would have indicated that they were acting for both.
- (6) The payment of €20.000 was made to Pacheco & Teixeira in consideration of services provided by Antonio Teixeira with respect to the transfer of the Player and not on the basis of the alleged authorization from the Respondent. The Respondent is trying to mislead that the payment of €20.000 made to Pacheco & Teixeira was made to him in consideration of the services pursuant to the Agreement with CSKA Sofia so as to establish its validity which it otherwise lacks for want of consideration.
- (7) The Respondent failed to provide any evidence of his involvement in the negotiations for the transfer of the Player, he was not present in Sofia on 16 July 2007 and did not attend the signing of the Player's employment contract entered into on 17 July 2007.
- (8) The explanations afforded by Antonio Teixeira in his Declaration of 14 June 2012 should not be accepted since the Respondent and Antonio Teixeira are fellow agents and the statement of a fellow agent cannot outweigh the absence of any evidence concerning the payment of any money to the Respondent pursuant to the Agreement.

7.4.6 The Sole Arbitrator has evaluated the evidence produced by the Parties with respect to the payment of the amount of €20.000 and has seriously considered the arguments put forth by the Appellant aiming to disprove that the payment was made in respect of the Agreement and is obliged to conclude as to which part of the evidence he will accept concluding that on the balance of probabilities the evidence provided by the Respondent shall be accepted.

7.4.7 The Sole Arbitrator acknowledges that there are certain "grey" areas in the evidence produced by the Respondent as it is not possible to establish that any actual obligations existed as between the Respondent and Pacheco & Teixeira whereby the Respondent transferred and/or otherwise assigned his rights however the Appellant has failed to rebut the fact that the amount of €20.000 was paid alleging this to have been paid for services rendered directly by Antonio Teixeira as a result of his involvement in the Player's transfer failing to present a single piece of evidence to support such an allegation. Furthermore the Player in his letter of 30 October 2010 addressed to FIFA confirms that it had been agreed that CSKA Sofia would be responsible for the payment of the Player's Agent services.

7.4.8 On the basis of the above the Sole Arbitrator rules that the payment of €20.000 was actually made and related to the Agreement.

7.5 The Agreement was in violation of the FIFA Regulations

- 7.5.1 The Appellant both before the PSC and the CAS argued that the Agreement was in breach of specific provisions of the FIFA Regulations.
- 7.5.2 The Appellant's arguments are based on the fact that the Agreement was signed between the Parties on 16 July 2007 whilst the Transfer Contract as between the Appellant and Naval was signed on 11 July 2007. In addition the Appellant argues that the Transfer Contract should be signed by or reference be made as to the Player's Agent, this being a mandatory requirement.
- 7.5.3 From the facts of the case and the evidence available from the file (including that kept by FIFA) it is evident that the Transfer Contract was entered into on 23 July 2007 and not 11 July 2007 as alleged by the Appellant; the document dated 11 July 2007 (Transfer Contract) was signed only by the Appellant (acting through its President Mr. Alexander Tomov) and not by Naval where it is stated that *"the present contract begins from the date of signing ..."* in other words from the date it is concluded between the Parties. The non-completion of the Transfer Contract is further verified by the statement contained in the Appellant's reply to the PSC dated 8 July 2010 (responding to FIFA's communication of 17 June 2010) stating *"... the Parties decided to wait for the passing of the medical examination by the player C. (...) ..."*.
- 7.5.4 The Transfer Agreement dated 11 July 2007 was never concluded by both Parties with the one concluded being that of 23 July 2007 as a result of which the Agreement as between the Appellant and Respondent was concluded before the transfer agreement was formally made as provided by the relevant FIFA Regulations.
- 7.5.5 Concerning the second ground upon which the Appellant alleges a violation of the FIFA Regulations i.e. that the transfer agreement should have made a reference to the Respondent it is evident from the facts of the case that the Respondent was involved in the matter acting for the benefit of the Appellant not the Player in which case it was not necessary for the Player's employment contract(s) to make reference or bear his signature.
- 7.5.6 The Sole Arbitrator therefore rules that the Appellant failed to prove the violation of the relevant FIFA Regulations and consequently dismisses this ground.

CONCLUSION

In light of the foregoing, the Sole Arbitrator dismisses the appeal brought by the Appellant; the Decision of the FIFA PSC is confirmed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by PFC CSKA Sofia EAD on 14 November 2011 is dismissed.
2. The decision of the FIFA Players' Status Committee dated 8 August 2011 is confirmed.
3. (...).
4. (...).
5. All further and other claims for relief are dismissed.