Arbitration CAS 2013/A/3210 Yonathan David Rodriguez Auyanet v. Club Pandurii Lignitul, award of 19 March 2014

Panel: Mr Jacopo Tognon (Italy), Sole Arbitrator

Football
Contract of employment between a club and a player
Applicable law
Termination of contract with just cause
Calculation of the compensation under art 17 FIFA RSTP

1. **Even if the parties rely on provisions of sport regulations or national law, the FIFA Regulations can be considered to be applicable when the parties expressly agreed to it in the contract and never contested its application. On the basis of FIFA Statutes, the application of the CAS Code to the proceedings and the application of the Regulations of FIFA and, additionally, Swiss Law should be referred to.**

2. **In principle, a player is entitled to terminate a contract with a club in breach. The failure to pay a player's salaries and comply with other obligations provided for by a valid contract of employment together with a lack of interest of the club with respect to the player are factors which tip the balance in favor of the consideration that the player did have just cause to terminate the contract.**

3. **In cases of breach of contract, compensation is, as a general rule, always payable to the injured party by the party responsible for the breach. In absence of a compensation clause, the amount of the compensation shall be calculated, upon art. 17 par. 1 of the FIFA Regulations on the Status and Transfer of Players (RSTP) which provides for general guidelines for the calculation of possible compensation in the case of termination of employment contracts. In this respect, despite the wording of its heading, the guidelines in Article 17, para. 1., RSTP may apply not only in cases of termination of a contract without just cause but more generally in the case of any termination of a contract where a breach of contract has occurred.**

1. THE PARTIES

1.1 Mr. Yonathan David Rodriguez Auyanet ("the player" or "the Appellant") is a professional football player of Spanish nationality.

1.2 Club Pandurii Lignitul Targu Jiu ("the club" or "the Respondent") is a professional football club with its registered office in Targu Jiu, Romania. It is a member of the Football Federation of Romania ("the FRF"), affiliated to the Fédération Internationale de Football Association ("FIFA").

2. FACTS OF THE CASE. THE EVENTS GIVING RISE TO THE DISPUTE AND THE PROCEEDINGS BEFORE FIFA

2.1 A summary of the facts and background giving rise to the present dispute will be developed below based on the parties' submissions and, the evidence examined in the course of these proceedings. Additional background may be also mentioned in the legal considerations of the present award. In any case, the Sole Arbitrator has considered all the factual allegations, legal arguments and evidence submitted by the parties in the present proceedings but he refers in this award only to the submissions and evidence he considers necessary to explain his reasoning.

2.2 On 6 January 2008 the player and the Club entered into an employment contract ("the contract") comprising, among others, the following clauses:

IV Duration of the contract

The present contract is a contract of unspecified length, with a duration ranging from 06.01.2008 to 30.05.2008, in conformity with the legal, statutory and regulatory provisions in the field

[…]

XVI Applicable law

16.1 The applicable law is the Romanian law.

16.2 The present contract shall be deemed as signed in Romania and all the disputes, controversies and misunderstandings which derive from/or in relation to it shall be governed, interpreted, understood and settled in accordance with Romanian legislation in force, as well as with the statutes and sports regulations as well as the annexes to the present contract.

16.3 Contractual liability as well as the evaluation of damages and penalties shall be governed by civil law, the statutes and sport regulations, as well as the annexes to the present contract.

XVII Liability of parties and settlement of disputes

17.1 Failure to fulfil the obligations undertaken in the present contract shall entail the liability of the party responsible, except in cases of exoneration provided by law.

17.2 The Parties shall, in good faith, use best efforts to solve amicably any dispute, controversy or misunderstanding deriving from/or in connection to the present contract. Should this be impossible, the dispute shall be submitted to the jurisdiction of the competent sport courts of the FRF and/or LFP.

XVIII Termination of the civil contract

The civil contract shall be terminated in the following conditions:

- *Meeting the expire date*

- *Mutual agreement of the parties*
- *Other situations stipulated in annexes to the present contract, internal rules or legal documents governing the activity of professional athletes.*

2.3 Furthermore, the so-called "Financial Annex" of the contract established the following remuneration in favour of the player:

(1) For the activity performed, the PROFESSIONAL FOOTBALLER shall have the right to remuneration as follows: monthly, an amount of 8.000 (eight thousand) EUR, net.

(2) The PROFESSIONAL FOOTBALLER shall also be granted accommodation in a two room apartment and meals for him and his wife.

(3) The PROFESSIONAL FOOTBALLER has the right to two airplane trips, for him and his wife, as follows: 1 ticket for Portugal to Romania, 1 ticket from Spain to Romania and 2 ticket from Romania to Spain.

2.4 In January 2008, at the end of the training period in Portugal, the player alleged that the club ordered him to stay in Portugal and not to return with the rest of the team to Romania.

2.5 By letter dated 11 February 2008, the player requested the club to transfer some money to his bank account in order to cover his travel expenses to Romania. The pertinent part of this letter reads as follows:

"Taking in consideration that Sports Club Pandurii and myself signed last January a contract valid from 06.01.2008 to 30.05.2008 as well as the fact that with no valid reason I was told to stay in Portugal when the club returned to Romania, this letter is my last attempt to in good faith settle this matter before taking it to FIFA.

Therefore and in order to comply with my obligations regarding the abovementioned contract, I ask for a position of the club until 19 February, maxime, a written consent given by the club to myself for travelling from Portugal to Romania as well as the transfer of the money necessary to cover the travelling expenses […]".

2.6 By letter dated 17 March 2008, the player notified the club his decision of terminating the contract and of filing a claim against the club before FIFA in case of non payment of a compensation of EUR 40.000,00 for unpaid salaries plus EUR 10.000 for "moral damages". The pertinent part of this letter reads as follows:

"I inform you that in the absence of any reply […], I have no other option than to terminate the contract that Sport Club Pandurii signed with me last January.

No player deserves to be abandoned by its club as I was. But specially no person deserves to be abandoned with no means of survival (I terminated by mutual agreement the contract that I had with Clube Futebol Estrela da Amadora to sign this new contract with you).

Therefore, due to the non compliance mentioned above and to the consequent termination of the contract, I claim the total amount of € 40.000 plus compensation for all damages that you caused to me with this situation that I evaluate no less than € 10.000.

If no settlement can be arranged in 5 days time as to the payment of the amount stated above, I will have to enforce all legal measures necessary, namely, taking this situation to FIFA, that will certainly act accordingly and with severity punishing the behaviour of the club […]".

2.7 By facsimile dated 17 March 2008, the club responded to the player arguing that there was no valid employment contract between the parties since the player's former club had not released him from the previous employment contract in due time and, therefore, the player had not obtained the issuance of the green card necessary from the Portuguese Football Federation. This facsimile, in its pertinent part, reads as follows:

"[…] There is no valid employment contract between you and CS Pandurii Lignitul Tg Jiu for the following reasons:

- *CS Estrela de Amadora did not release your contract in due time (29.01.2008), therefore not allowing the issuance of your green card from the Portuguese Football Federation, and*
- *CS Estrela de Amadora did not sign with our club a temporary assignment contract regarding you.*

[…] C.S. Pandurii Lignitul Tg. Jiu, in good faith, following the negotiations, proposed to you an employment contract, booked and paid for an airplane ticket for the route Lisbon – Bucharest and paid to you the amount EUR 5.000 representing your remuneration for the training period in Portugal (10.01-30.01.2008).

The release from CS Estrela Amadora as well as the issuing of the Green Card were your and your agent's sole responsibility […]".

2.8 By letter dated 18 March 2008, the player entirely refuted the content of the club's abovementioned letter by arguing that: (i) the contract was valid, (ii) he terminated his employment contract with Estrela Amadora by mutual agreement and, therefore, he was a free agent when he signed the contract with the club and (iii) he never received any amount from the club.

2.9 On 23 April 2008, the player filed a claim against the club before FIFA requesting the payment of the outstanding salaries which amount to EUR 40.000 plus EUR 10.000 on the grounds of moral damages as well as disciplinary sanctions to be imposed against the club.

2.10 On 18 December 2012, the Dispute Resolution Chamber (DRC) of FIFA decided to partially uphold the player's claim. The operative part of this decision reads as follows:

1. *The claim of the Claimant, Yonathan David Rodríguez Auyanet is admissible.*
2. *laim of the Claimant, Yonathan David Rodríguez Auyanet is partially accepted.*
3. *The Respondent, Club Pandurii Lignitul, has to pay to the Claimant, within 30 days as from the date of notification of this decision, compensation for breach of contract amounting to EUR. 15.000.*
4. *In the event that the amount due to the Claimant is not paid by the Respondent within the stated time limit, interest at the rate of 5% p.a. will fall due as expiry of the abovementioned time limit until the date of effective payment and the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.*
5. *Any further claim lodged by the Claimant is rejected.*

6. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittances are to be made and to notify the Dispute Resolution Chamber of every payment received.

2.11 The main grounds of the abovementioned decision can be summarised as follows:

- Firstly, the DRC stated that it had jurisdiction to decide on this case, since the bodies of the Romanian Football Federation (RFF) and of the Professional Football Federation (PFF) do not comply with the requirements foreseen in art. 22 lit. b) of the Regulations on the Status and Transfer of Players (RSTP). In particular, such bodies do not respect the principle of equal representation between players and clubs.
- The DRC considered that the document concluded between the parties was a valid employment contract.
- Despite being obliged to provide flight tickets to the claimant, the club did not sufficiently prove that this obligation had been fulfilled.
- It was also undisputed that Club Pandurii Lignitul had made no effort to initiate the registration procedure in order for the RFF to request the relevant International Transfer Certificate.
- The conclusion was that the Club was liable for the failure to execute the terms of the employment contract without just cause and, therefore art. 17 of the RSTP of FIFA is applicable in order to calculate the compensation to be paid by the club to the player.
- Bearing in mind that (i) the Claimant did not sign a new employment contract during the period between January and May 2008 and (ii) the contract was never executed (an element that for the DRC should also be taken into consideration), the DRC considered that the player did not entirely comply with his obligation to mitigate his damages. Moreover, the DRC was of the opinion that the actions of the player at least contributed to the non-execution of the contract.
- Indeed, *"the Chamber stated that while the contractual obligation to provide flight tickets appeared to rest with the Respondent, it would also not have been unreasonable for a player, with a genuine interest in joining a particular club, to have proactively sought to organize his own travel arrangements in order to join the new club as soon as possible. Consequently, on account of all of the above-mentioned considerations and specificities of the case at hand, the DRC decided that the Respondent must pay to the Claimant the amount of EUR 15.000,00 which was to be considered a reasonable and justified amount of compensation for breach of a contract without just cause in the matter at hand"* (par. 30 and 31 of the appealed decision).

2.12 By letter of 15 January 2013 the player asked FIFA for the grounds of the abovementioned decision; which were finally submitted to the player on 27 May 2013.

3. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

3.1 In accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (edition 2013) (the "Code"), the Appellant filed his statement of appeal on 17 June 2013.

3.2 In accordance with Article R51 of the Code, the Appellant filed his appeal brief on 26 June 2013.

3.3 In accordance with Article R55 of the Code, the Respondent filed its answer on 24 July 2013.

3.4 By letter of 4 December 2013, the CAS Court Office informed the parties that, pursuant to Article R55 of the Code, Mr. Jacopo Tognon had been appointed as Sole Arbitrator to decide on this appeal.

3.5 By letter of 20 December 2013, after having consulted the parties and upon their request, the Sole Arbitrator communicated to the parties his decision not to hold a hearing in the present matter and to render an award on the sole basis of the parties' written submissions.

3.6 By respectively signing the Order of Procedure the parties confirmed that they were satisfied with the way these proceedings had been conducted by the Sole Arbitrator.

4. THE PARTIES' POSITIONS

A. Appellant's Submissions and Requests for Relief

4.1 In summary, the Appellant submits the following arguments in support of his appeal.

4.2 First of all, it shall be noted that the appellant had previously terminated his contractual relationship with the Portuguese club CS Estrela Amadora when he concluded the contract with the club. Nevertheless, the club ordered the player to stay in Portugal at the end of the training period and not to return with the team to Romania.

4.3 The good faith of the player was proved by the letter dated 11 February 2008, in which he requested the Respondent to cover his travel expenses in order to join the club in Romania. However, the club did not answer the player's request.

4.4 In view that the club was no longer interested in fulfilling its contractual obligations, the player had no other choice but to terminate the contract with just cause.

4.5 Most of the grounds of the decision are certainly correct. Nevertheless, the Appellant considered the outcome of DRC decision as unfair.

4.6 Firstly, the appellant argues that he had no liability with respect to the club's breach of contract. Therefore, the appealed decision would have been correct if it had ordered the club

to pay the player a compensation of EUR 40.000 *in lieu* of EUR 15.000. Secondly, the appealed decision contradicts its own findings.

4.7 Indeed, in contrast with the findings of the appealed decision, the appellant made all the necessary efforts in order to comply with his contractual obligations. In this regard, despite being instructed by the club to stay in Portugal, the appellant requested the club's consent for travelling to Romania and join the team. In any case, in accordance with the contract, it was up to the club to make all the necessary arrangements in order to procure the player's arrival to Romania.

4.8 That being said, the amount of the compensation as established by the appealed decision (EUR 15.000) is not fair since such a decision should have taken into account the contractual amount that the player did not receive due to the club's breach of contract.

4.9 In conclusion, in his Appeal Brief, the appellant submitted the following prayers for relief:

"In these terms, and others that in terms of law this Court might find applicable the Appellant requests the payment of Eur. 25.000,00 (Eur. 40.000 less the Eur. 15.000 already paid by the Respondent to the Appellant), considering the sole responsibility of the Respondent for the breach of contract and non-execution of the employment agreement signed on the 6th of January of 2008".

"If not, meaning, even if this court finds, event to a lesser extent the appellant for the non-execution of the contract, to set a more fair compensation, no less than Eur. 23.000,00 (Eur. 38.000 less the Eur. 15.000 already paid by the Respondent to the Appellant), representing at least a responsibility of the respondent for the non- execution of the contract no less than 95% considering all amount contractually due until the expiry date of the contract signed by the appellant and the Respondent which total Eur. 40.000".

B. Respondent's Submissions and Requests for Relief

4.10 In summary, the Respondent submits the following arguments in support of its Answer.

4.11 The Club – which no longer contests FIFA's jurisdiction at the previous instance – considers that the validity of the agreement was subject to the prior termination of the player's contract with the Portuguese club Estrela de Amadora.

4.12 In the respondent's opinion, the player did not fulfil his obligation since he had never provided any evidence in order to prove the termination of his contractual relationship with the Portuguese club Estrela de Amadora.

4.13 Therefore, the club was not in the position to register the player before the FFR during the winter transfer window of the season 2008.

4.14 In any case, the club provided the player with a flight ticket from Lisbon to Bucharest.

4.15 The club stated, however, that the appealed decision rightfully noted the player's fault with respect to the non-execution of the contract since: (i) he never responded to the club's

invitation to appear in Targu Jiu on 31 January 2008; (ii) he never filed any written document proving the termination of his previous contract with the Portuguese club; and (iii) he did not make any effort to procure the performance of his contractual obligations with respect to the respondent.

4.16 In conclusion, in its Answer, the Respondent submitted the following prayers for relief:

(1) To dismiss the appeal lodged by the player Auyanet Rodriguez against the FIFA DRC decision dated 18 December 2012 as unfounded;

(2) To fully uphold the FIFA DRC decision dated 8 December 2012 delivered in the case Lea 09-00318 as legal and founded;

(3) To compel the player Auyanet to pay all expenses borne by CS Pandurii on account of the present dispute (taxes, attorney fees, etc…).

5. ADMISSIBILITY

5.1 Article R49 of the Code provides as follows:

"In the absence of a time limit set in the Statutes or Regulations of the Federation, association or sports-related body concerned, or in a previous agreements, the time limit for the appeal shall be twenty one days from the receipt of the decision appealed against […]".

5.2 Based on the documents submitted, the grounds of the Appealed Decision were notified on 27 May 2013 to the parties, and the appellant filed his Statement of Appeal on 17 June 2013.

5.3 The Sole Arbitrator is satisfied that the appellant's Statement of Appeal was timely filed and is therefore admissible.

6. JURISDICTION

6.1 Article R47 of the Code provides as follows:

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

6.2 Article 67 par. 1 and 2 of the FIFA Statutes provides as follows:

"1. Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question.

2. Recourse may only be made to CAS after all other internal channels have been exhausted".

6.3 In light of the fact that jurisdiction i) is not contested by either of the parties and is also clearly confirmed by the above-mentioned provisions and that ii) both parties have signed the Order of Procedure (the Appellant, on the 21 January 2014 and the Respondent, on the 24 January 2014, respectively), the Sole Arbitrator is satisfied that CAS has jurisdiction to resolve and decide on the present case.

7. APPLICABLE LAW

7.1 Article R58 of the Code provides as follows:

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

7.2 Clause 16 of the contract provides as follows:

"16.1 The applicable law is the Romanian law.

16.2. The present contract shall be deemed as signed in Romanian and all the disputes controversies and misunderstandings which derive from/or in relation to it shall be governed, interpreted, understood and settled in accordance with Romanian legislation in force, as well as with the Statutes and sports regulations.

16.3. Contractual liability as well as evaluation of damages and penalties shall be governed by civil law, the statutes and sports regulations, as well as the annexes to the present contract".

7.3 Even if in their submissions, the parties do not make reference to and rely on provisions of sport regulations or Romanian Civil law, as well as provisions of Swiss law, this Sole Arbitrator is of the opinion that FIFA Regulations (especially articles 14 and 17 of the FIFA RSTP) could apply in the case at stake since the parties expressly agreed it in clause 16.2 of the contract.

7.4 In view that the parties agreed that FIFA Regulations shall apply in case of dispute, the Sole Arbitrator considers pertinent to refer to Article 66.2 of the FIFA Statutes which reads as follows:

"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*** *(emphasis added by the Sole Arbitrator)".*

7.5 Furthermore, it is important to underline that neither the Appellant nor the Respondent had contested the application of the FIFA rules in this matter.

7.6 Therefore, the Sole Arbitrator considers that FIFA Regulations (and especially the RSTP of FIFA) and additionally Swiss law are applicable to this dispute.

8. MERITS OF THE APPEAL

A. Legal analysis

8.1 As well known, in the event that a player terminates a contract with just cause (art. 14 RSTP), in absence of a compensation clause, as in this case, the amount of the compensation shall be calculated, upon art. 17 par. 1 of the RSTP, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria including, in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach fails within the protected period.

8.2 Furthermore, recent CAS jurisprudence has established that even if not expressly foreseen by FIFA RSTP, termination of contracts with just cause also triggers the application of art. 17 RSTP and the consequences therein established (see CAS 2012/A/2698; CAS 2012/A/2932; CAS 2012/A/2775; CAS 2012/A/2910).

8.3 More specifically, the last case quoted (CAS 2012/A/2910) clearly demonstrates this issue, on which this Sole Arbitrator intends to rely.

8.4 Indeed, as quoted here, that Panel stated that:

"64. Focusing on the question of the applicability of Article 17 of the RSTP, which is specifically headed "Consequences of terminating a contract without just cause", it may be noted that a strictly literal interpretation of this provision under its heading would lead to the conclusion that it does not apply to the case at hand, as the Player undisputedly terminated the Contract with just cause.

65. Having said this, it must be considered that, in cases of breach of contract, compensation is, as a general rule, always payable to the injured party by the party responsible for the breach. Furthermore, Article 17, para. 1., of the RSTP provides for general guidelines for the calculation of possible compensation in the case of termination of employment contracts.

66. In this respect, the Panel considers that the guidelines in Article 17, para. 1., of the RSTP may apply not only in cases of termination of a contract without just cause but more generally in the case of any termination of a contract where a breach of contract has occurred.

67. This interpretation is also supported by the wording of the first sentence of Article 17, para. 1, of the RSTP, according to which "In all cases, the party in breach shall pay compensation".

68. Similar conclusions were drawn in CAS 2010/A/2202, consideration 54. and CAS 2012/A/2775, consideration 126. And the Panel's understanding is also supported by pertinent legal literature, according to which the "addressee of the obligation to compensate in Art. 17(1) RSTP is therefore both a party who terminates unlawfully as well as whoever provided the "just cause" for lawful termination of the contract" (HAAS, ULRICH, Football Disputes between Players and Clubs before the CAS, in: MICHELE BERNASCONI/ANTONIO RIGOZZI (Editors): Sport Governance, Football Disputes, Doping and CAS Arbitration, Berne 2009).

69. In addition to these considerations, the Panel notes that the Decision does not address the question discussed above but simply assumes the applicability of Article 17 of the RSTP (para. 18 et seq. of the Decision). The

Panel takes this as a further indication that the above-mentioned interpretation of Article 17 of the RSTP is correct (despite the wording of its heading). The Panel notes, in passing, however, that the scope of applicability of Article 17 of the RSTP might be understood more easily if it had, for example, a heading such as "Consequences in case of breach of contract".

70. In conclusion, the Panel considers it legitimate to refer to the provisions of Article 17 (and to CAS jurisprudence thereunder) even in the present case where the contract has been terminated with just cause…".

8.5 In conclusion, this Sole Arbitrator is convinced that in the case at stake the termination of the contract with just cause ex art. 14 RSTP entitles the player to receive a financial compensation foreseen in art. 17 par. 1 RSTP.

B. Termination of the contract

8.6 Firstly, the Sole Arbitrator has to decide whether the player terminates the contract with just cause.

8.7 The Sole Arbitrator is of the opinion that several factors clearly tip the balance in favor of the consideration that the Player did have just cause to terminate the contract.

8.8 Indeed it is sufficient to stress that:

- The contract was valid and binding for the parties; it was not a general agreement but all the obligations were well explained and constituted an employment contract.
- It is unlikely that the Respondent did not know the contractual situation of the player (*id est* that the Appellant had previously terminated his contract with the Portuguese club CS Estrela de Amadora). The contract was signed for 5 months and the player attended the preparatory training with the club in Portugal, which would have been simply impossible if the player had been still employed by the Portuguese team.
- It seems clear that, at the end of the training session in Portugal, the Club decided not to take the player to Romania. There is no evidence of the contrary (*id est* the player refused to go to Romania) since the player sent a letter on 13 February 2008 asking for the money in order to cover his travel expenses.
- It is important to underline that the Club never responded to this letter.
- Therefore, the Player was entitled to send a termination letter since the club was in breach of contract.
- It is undisputed that, in accordance with the financial annex of the contract, the Club was obliged to provide flight tickets to the player. The club did not file any evidence in this regard and, thus, the Sole Arbitrator can conclude that the Respondent did not fulfill this fundamental obligation. Indeed, the flight ticket annexed for the consideration of the DRC of FIFA cannot be considered as a reliable proof, for the reason well explained in par. 21 of the appealed decision; neither could the new flight ticket be considered as reliable evidence in front of CAS.

- This hypothetical ticket was not sent to the Appellant but to a different player (it is clear that the itinerary was addressed to Mr. Frederico Nobrerosa).
- Finally, the Sole Arbitrator completely agrees with the DRC Decision par. 22, in order to emphasize that the club had made really no effort to initiate the player's registration procedure before the Romanian Football Federation. This behavior is unequivocally interpreted as a lack of interest of the club with respect to the player.

8.9 All these arguments led the Sole Arbitrator to conclude that the player has terminated the contract with just cause due to the club's breach of contract.

C. Financial compensation

8.10 Bearing in mind the principles already mentioned, it seems necessary to point out the consequences of such behavior of the Club that this Sole Arbitrator finds particularly incorrect (see for example the *improbable* air plane tickets and the promise to have paid in 2008 € 5.000,00 for training compensation in Portugal).

8.11 As previously stated, the DRC found in the appealed decision *"that while the contractual obligation to provide flight tickets appeared to rest with the Respondent, it would also not have been unreasonable for a player, with a genuine interest in joining a particular club, to have proactively sought to organize his own travel arrangements in order to join the new club as soon as possible. Consequently, on account of all of the above-mentioned considerations and specificities of the case at hand, the DRC decided that the Respondent must pay to the Claimant the amount of EUR 15.000,00 which was to be considered a reasonable and justified amount of compensation for breach of a contract without just cause in the matter at hand"* (par. 30 and 31 of the appealed decision).

8.12 The Sole Arbitrator cannot agree with the aforementioned statement.

8.13 In fact, in accordance with the terms of the contract, the club was obliged to provide the flight tickets to the player. It is a wrong interpretation to consider that in case the club did not procure the flight tickets to the player, the player should have been obliged to purchase them.

8.14 It is important to taking to consideration the fact that the player stayed with the Club until the end of January 2008 and trained with the team (after having resolved his previous contract with the Portuguese team). And, in that precise time, the club decided not to take him to Romania.

8.15 Therefore, the player correctly asked the club for financial support in order to be able to purchase the flight tickets and join the team in Romania. Under these circumstances, the club did not answer and only reacted after receipt of the player's termination letter.

8.16 The Sole Arbitrator considers that the justifications given by the Club are totally unfounded, as it is possible to conclude from the issue regarding the tickets and the promise of a payment of EUR 5.000 which was never made.

8.17 According to this line of reasoning, the Sole Arbitrator states that the player was not in breach when he decided to terminate the contract due to the non-fulfillment of the contractual obligations by the club, e.g. (i) the lack of payment of the player's salaries and (ii) the failure to purchase the player's flight ticket to Romania.

8.18 On the contrary, the Sole Arbitrator agrees on the fact that the execution of the contract never took place and that it does not seem that the Player made any effort to remain with the team.

8.19 In light of the foregoing, the amount of the compensation calculated by the DRC in the appealed decision was not sufficient in order to repair the damages suffered by the player.

In the Opinion of the Sole Arbitrator a reasonable and justified amount of compensation should be equal to EUR 29.000.

8.20 This sum seems more appropriate bearing in mind that in January the player joined the team and trained with it and the Club promised to pay for that performance € 5.000,00; and for the remaining part of the contract (four months) it seems to this Sole Arbitrator that the great majority of the fault lies with the Club.

8.21 The consequence is that 3 months of salary (for a total of EUR 24.000) are due in addition for compensation for breach of contract.

8.22 Therefore, the total amount of compensation is composed of EUR 5.000, promised by the Club for the month of January 2008 (in which the player trained) and EUR 24.000,00 as 3 months of salary due (*in lieu* of 4 months).

8.23 Since the Club has already paid the sum of EUR15.000 ordered by the FIFA DRC, the amount still pending is EUR 14.000.

8.24 In conclusion, the Sole Arbitrator states that the appeal lodged by the Player is partially upheld and the decision of the DRC shall be set aside for the reasons set forth above.

8.25 All other and further requests of relief coming from the parties are to be rejected.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by Mr. Yonatan David Rodriguez Auyanet on 17 June 2013 is partially upheld.

2. The Decision issued by the Dispute Resolution Chamber of FIFA dated 18 December 2012 is set aside.

3. The Respondent Club Pandurii Lignitul shall pay to Mr. Yonatan David Rodriguez Auyanet compensation for breach of contract amounting to a total of EUR 29.000, less the sum of EUR 15.000 already paid in execution of the DRC Decision.

4. (…).

5. (…).

6. All other prayers for relief are dismissed.