



**Arbitration CAS 2013/A/3338 Mucwana Martinho Martins v. SC Sporting Club SA Vaslui, award of 31 March 2014**

Panel: Mr Quentin Byrne-Sutton (Switzerland), Sole Arbitrator

*Football*

*Contract of employment between a player and a club*

*Obligation of a club to pay a player his monthly contractual salaries despite a period of absence*

*Obligation of a club to pay bonuses to a player*

1. **In principle, a contract shall be properly construed to understand the intention of the parties. Under the proper constructions of the terms of a contract it may appear that the parties may have understood in good faith under the circumstances that a player's absence from a club may not be deemed a breach of duty but an absence of further duties to perform for the club. As a consequence, the club may not be released to pay the player his monthly salary for the entire contractual period.**
2. **A player is entitled to claim bonuses to his club if all the contractual conditions are fulfilled by the player in this respect.**

**I. THE PARTIES AND THE ORIGIN OF THE DISPUTE**

**A. The Parties**

*a) The Appellant*

1. Mr. Mucwana Martinho (the Appellant, hereinafter also referred to as "the Player") is a Mozambican professional football player born in 1982.

*b) The Respondent*

2. SC Sporting Club SA Vaslui (the Respondent, hereinafter also referred to as "the Club") is a football club affiliated to the Romanian football federation.

**B. The Origin of the Dispute**

3. This summary is made for the sole purpose of providing a synopsis of the matter in dispute. It is based on the written documents on record. Further relevant details of the parties' factual allegations and legal arguments are set out in sections III and IV of this award.

4. On 1 February 2012, the Player signed a “*Civil Services Agreement*” with the Club for the period running between 1 February and 30 June 2012 of the season 2011/2012 (hereinafter the “*Agreement*”), which was registered with the Romanian Professional Football League and included a “*Financial Appendix*” (the “*Financial Appendix*”).
5. Section IV of the Agreement provided for the option to prolong the contract for a second period running from 1 July 2012 to 30 June 2013 under the following condition stipulated in Art. 1 of the Financial Appendix: “*The club have unilateral option to prolong with another year this contract and the player are agree with this if the club make a notification regarding this until 01.06.2012 ...*”.
6. Under the Agreement, the Player was engaged to play in the national championship, Liga 1 (hereinafter the “*Liga 1*”).
7. Art. 1 of the Financial Appendix, stipulated the following, among others:
  - The Player would receive a signing-on fee of EUR 15,000.
  - On the 25<sup>th</sup> of each month, he would receive a monthly salary of EUR 12,000, i.e. a total salary of EUR 60,000 for the contractual period of five months.
  - “*Also the club gives for other special bonuses of: 85.000 euro if the club qualifies for the group stage of Champions League, 35.000 euro if the club qualifies for the group stage of Europe League, 25.000 euro if the club win Romanian Cup, to stimulate the player’s performance, in keeping with the Inner Order Regulations of the Club [...] For the official games from Liga I, they will receive bonuses for winning at 1000Euro/ point (3000euro/ 3points). 50% of the match bonuses will be paid after the game, and 50% will be paid at the end of season if they will take objectiv (sic) ...*”.
8. Art. 2 of the Financial Appendix provided: “*Bonuses and primes mentioned above for the both competitions years are conditioned by the presence on the field at least 70% of the official games from the championship, First League ...*”.
9. Under the title “*Performance Objective*”, Section E of the Club’s Internal Regulations for the 2011-2012 season provided the following, among others:
  - “*Art. 49 The team’s performance objective for the competition season 2010-2011 is ranking on one of the 1-5 positions of the final ranking*”.
  - “*Art. 50 The fulfillment (sic) of the objective entitles the granting of performance bonuses, as per the contracts*”.
  - “*Failure to reach the objective shall lead to sanctions as per the regulations in force*”.
10. On 10 May 2012, in connection with a training camp followed by three official games of the Mozambican national team, the Football Federation of Mozambique (“*FMF*”) requested the Club to release the Player in order for him to join the national team, stating, among others: “*We would therefore like you to assist us in releasing Martinho Mucana (sic) from the 20<sup>th</sup> May 2012 until 18<sup>th</sup> of June 2012. Whilst we are aware that this request trespasses the Rules and Regulation of the release of players, we hope that you will agree with us that it is more convenient for the player to be released once for all the games and return after all the matches are played*”.

11. According to the Player, on 20 May 2012, after the Club's last game of the season, he joined the national team of Mozambique until 17 June 2012 while the Club's team began its holiday period that lasted until 12 June 2012.
12. In relation to the Club's holiday period, the Player produced a press release published on the Club's website under the title "*Vaslui returns from vacation*" and stating "*On 12 June at 10.00, the players of Sporting Club are meeting in the sports center of Vaslui, leaving at the beginning of next week to the training camp abroad. During six days the players of Augusto Inacio will get ready in Vaslui and from 18 June will leave to Austria for the training camp*".
13. The Player submits that the Club did not make use of the option to prolong the Agreement by 1 June 2012.
14. Based on published statistics regarding the Club's season, the Player contends that during the contractual period for which he was engaged he was fielded "... on 13 out of 17 matches of the Liga 1, and therefore played 76.47% of the total matches disputed, achieving 31 points in 10 victories, 1 draw and 2 defeats, and ... the team ended the national championship Liga 1 in the second position".
15. The Player alleges that, as a result, by the end of the season he was entitled to total compensation from the Club of EUR 106,000, made up of the following amounts:
  - EUR 15,000, as his signing up fee,
  - EUR 60,000 (5x EUR 12,000) in monthly salaries, and
  - 31,000 for match bonuses, representing EUR 1,000 per point.
16. On 23 July 2012, the Club sanctioned the player with a fine representing 25% of the value of his Agreement for the season 2011/2012 (hereinafter the "Sanction") for failing to attend the team's reunion of 12 June 2012 and the subsequent training camp for the forthcoming season 2012/2013.
17. By decision of 9 October 2012, upon the Club's request, the Disciplinary Committee of the Romanian Professional Football League ratified the foregoing sanction taken by the Club.
18. On 29 October 2012, the Player challenged the Disciplinary Committee's decision in front of the Appeal Committee of the Romanian Professional Football League (hereinafter the "Appeal Committee of the PFL").
19. By decision of 13 December 2012, the Appeal Committee of the PFL admitted the Player's appeal, annulled the Disciplinary Committee's decision and rejected the Club's request for ratification of the Sanction.
20. On 22 January 2013, the Player put the Club on notice to pay him outstanding compensation in an amount of EUR 17,288, corresponding to unpaid match bonuses and unpaid fees.
21. On 25 January 2013, the Club replied: "*With respect to your notification sent on January 22<sup>nd</sup>, 2013, we hereby communicate that SC Sporting Club SA Vaslui has paid up to date all contractual duties towards Mr.*

*Mucuana Martinho Martins in accordance with the contractual clauses, without any amounts being currently due”.*

22. On 1 February 2013, the Player therefore filed a claim against the Club with the National Dispute Resolution Chamber of the PFL (hereinafter the “NDRC”) for the payment of EUR 17,288.
23. On 20 March 2013, the NDRC rendered its decision n° 865 (the “NDRC Decision”), whereby it partially admitted the Player’s claim, ordering the Club to pay him an amount of EUR 14,360 plus costs.
24. On 29 March 2013, before the NDRC Decision was notified to the parties, the Club voluntarily paid the Player a sum, in local currency, amounting to EUR 8,989.
25. On 26 June 2013, the NDRC Decision was notified to the parties.
26. Both parties appealed against the NDRC Decision to the Appeal Committee of the PFL. In sum, the Player contested the NDRC Decision’s finding that he had partially failed to perform his contractual duties and the Club contested the finding that the Player was entitled to receive bonuses.
27. On 8 August 2013, the Appeal Committee of the PFL rendered its decision (hereinafter referred to either as the “Appeal Committee Decision”), dismissing the Player’s appeal and upholding the Club’s. A dissenting opinion by two members of the Appeal Committee of the PFL was attached to the Appeal Committee Decision.
28. In its holding, the Appeal Committee Decision, ordered the Player to pay/reimburse the Club, in local currency, an amount equivalent to EUR 10,129 and declared that the decision could be appealed to the Court of Arbitration for Sport within 21 days from its date of communication.
29. In sum, the Appeal Committee of the PFL grounded its decision on the following findings:
  - In relation to the amount of fees owed by the Club to the Player, it is significant that he was absent from the Club for a total of 40 days between May and the end of his contract on 30 June 2012, whereas according to FIFA regulations he was only entitled to an absence of 15 days to play with his national team. Furthermore, the Agreement should be characterized as a “civil” contract rather than an “employment” contract, meaning that the general principle “*exceptio non adimpleti contractus*” applies. As a result, the Player must be deemed to have failed to perform his contractual obligations during a period of 25 days and should not be entitled to that proportion of his monthly fees, meaning that with respect to the months of May and June 2012 he was only entitled to a total of EUR 14,164 in fees, not EUR 24,000, which makes a total amount of **EUR 50,164** for the five-month contractual period running from 1 February to 30 June 2012 (i.e. three full salaries of EUR 12,000 from February to March 2012 + EUR 14,164 for May-June 2012).
  - With respect to the extent of the contractual bonuses owed, Art. 1 of the Financial appendix needs construing, and doing so leads to the conclusion that 50% of the

stipulated Liga 1 match bonuses would only be owed under the condition the Club also succeeded in achieving the objective of qualifying for the Champions League or the Europa League or winning the Romanian Cup. This conclusion derives from the words “...50% will be paid at the end of season if they will take *objectiv* (sic)” and because the rationale of the bonuses cannot have been to award a full bonus irrespective of the rating of the teams against which points were gained in the Liga 1 national championship. Thus, the total amount of bonus to which the Player is entitled is only **EUR 15,500**, representing 50% of the match bonuses relating to points gained in the Liga 1 national championship. In their dissenting opinion, two members of the Appeal Committee of the PFL disagreed with the foregoing reasoning, deeming that according to a proper construction of the relevant contractual clauses the Player was entitled to the full Liga 1 match bonuses in a total amount of EUR 31,000.

- The total amount due to the Player by the Club under the Agreement therefore amounted to **EUR 80,664** (EUR 15,000 upon signature + EUR 50,164 as monthly fees + EUR 15,500 as bonuses).
- Considering the Player had received a total amount of EUR 90,793 from the Club, he must reimburse the difference of **EUR 10,129** (EUR 90,793 – 80,664).

## II. SUMMARY OF THE ARBITRATION PROCEEDINGS

30. On 1 October 2013, the Appellant filed his statement of appeal with the Court of Arbitration for Sport (“CAS”) against the Appeal Committee Decision dated 8 August 2013.

31. On 10 October 2013, the Appellant filed his appeal brief, including the following request for relief:

- *To acknowledge the existence of a labor relationship between the Player and the Club as a result of the contract of 1 February 2012.*
- *In principle, to set aside the Decision the Appeal Committee of the RPFL no. 171 of 8 August 2013 and adopt an award condemning the RESPONDENT to the payment to the Appellant of 15.211 EUR (fifteen thousand two hundred and eleven) EUR [corresponding to EUR 17,288 in bonuses + EUR 6,912 in salaries – EUR 8,989 paid by the Club on 29 March 2013].*
- *In subsidiary, for the event the Panel should admit the “exception of non-performed contract” to set aside the Decision the Appeal Committee of the RPFL no. 171 of 8 August 2013 and adopt an award condemning the RESPONDENT to the payment to the Appellant of 10.611 EUR (ten thousand six hundred and eleven) EUR [corresponding to EUR 17,288 in bonuses + EUR 6,912 in salaries – EUR 8,989 paid by the Club on 29 March 2013 – EUR 4,400 for an alleged 11 day absence].*
- *To award five (5%) percent interest on the amount claimed in paragraph 1), or, in subsidiary in paragraph 2, in accordance with Swiss law.*
- *To fix a sum, to be paid by the RESPONDENT to the Appellant, in order to pay its defense fees and costs in a sum of FIVE THOUSAND (5.000) EUR”.*

32. In its Statement of Appeal, the Appellant requested that a Sole Arbitrator be appointed to resolve this appeal. Despite being given ample opportunity to state its position in this regard, the Respondent remained silent.
33. On 19 November 2013, the CAS Court Office informed the parties that Mr Quentin Byrne-Sutton, Attorney-at-law in Geneva, Switzerland, had been appointed as Sole Arbitrator in this proceeding.
34. On 26 November 2013, the Respondent filed its answer in this proceeding, containing the following request for relief:  
*“... to fully reject the appeal submitted by the player Mucuana Martins Martinho and to fully maintain the decision no.171 dated 08.08.2013 rendered by the Appeal Committee of the professional Football League (RPFL) in the file 38/CR/2013”.*
35. On 2 December 2013, the Respondent informed the CAS Court Office that its preference was for the Sole Arbitrator to issue an award based solely on the parties’ written submissions.
36. On 5 December 2013, the Appellant informed the CAS Court Office that his preference was for the Sole Arbitrator to issue an award based solely on the parties’ written submissions.
37. On 30 December 2013, the CAS Court Office informed the parties that the Sole Arbitrator had decided to render an award based solely on the parties’ written submissions pursuant to Art. R57 of the Code of Sports-related Arbitration.
38. On 13 January 2014, the CAS Court Office sent the parties the Order of Procedure, which was signed and returned that same day. The Respondent did not return an executed Order of Procedure, but did not object to its contents.

### **III. THE PARTIES’ SUBMISSIONS**

39. This section of the award does not contain an exhaustive list of the parties’ contentions; its aim being to provide an overview of the substance of the parties’ main arguments. Nevertheless, in considering and deciding upon the parties’ claims in this award, the Sole Arbitrator has accounted for all of the parties’ submissions and evidence on record.

#### **A. Appellant**

40. In essence, the Player submits the following:
  - As agreed by the parties, their dispute is governed by Romanian law and the “Regulations on the Status and Transfers of Players” of the Romanian Football Federation (the “RSTP-FRF”).
  - The CAS has jurisdiction over the dispute in accordance with Art. 36.17 of the RSTP-FRF and article R47 of the Code of Sports-related Arbitration and Mediation (the “CAS Code”).

- The Agreement must be characterized as an employment contract not as a civil contract.
- Whatever the characterization of the Agreement, he cannot be deemed to have failed to perform his duties by not returning to the Club after playing the last game of the season of 20 May 2012 and leaving to play with his national team, since it was the parties' intention for the Agreement to be valid for the 2011/2012 season, which ended with the last game.
- This is all the more true, given that the team began its annual holiday after the last game on 20 May 2012 and did not reconvene until 12 June 2012 (when practice resumed in preparation for the forthcoming season 2012/2013), and that on such date he was entitled to be playing with the Mozambican national team.
- At most, he missed 11 days of duty, between the 19 June 2012 (when according to FIFA Regulations he was entitled to reintegrate the team after playing his last game for Mozambique on 17 June 2012) and 30 June 2012. Consequently, if his salary were reduced for lack of performance, it could only be for that period of 11 days at the most.
- According to a proper interpretation of the bonus clause in Art. 1 of the Financial Appendix, when examined in light of article 49 of the Club's Internal Regulations, he was entitled to receive a payment of EUR 1,000 per point gained by the team in the Liga 1 games.

## **B. Respondent**

41. In essence, the Club submits the following:

- The reasons and holdings of the Appeal Committee Decision are entirely correct. Consequently, that decision must be upheld and the appeal dismissed.
- The payment of the EUR 1,000 bonus per point gained in the Liga 1 national championship was clearly subject to the team also achieving one of the three targets stipulated in the Financial Appendix, i.e. a qualification for the Champions League or the Europa League or winning the Romanian Cup. Logically, the bonus cannot have been subject only to gaining points in the Liga 1 national championship irrespective of the ranking of the adverse teams.
- The Agreement is a civil contract to which the principle "*exceptio non adimpleti contractus*" applies, and the Player clearly had the duty to perform for the Club by taking part in the team's activities until 30 June 2012; the duties of the Player being confirmed in article 5 and 6 of the RSTP-FRF.
- Under FIFA regulations, the Player was only entitled to be absent from the Club to participate in national team matches for a maximum period of 15 days, meaning that during the additional 25 days he was absent he was in breach of his duty to perform for the Club.

#### **IV. MERITS OF THE CLAIMS**

##### **A. Jurisdiction of the CAS and Admissibility of the Appeal**

42. 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 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 player 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”.*

43. Article 36.17 of the RSTP-FRF provides that: *“The decisions of the Appeal Committee of the Professional Football League are definitive and enforceable internally from the date of its award and can be challenged only before the Tribunal of Arbitration for Sport in 21 days from its communication”.*

44. The Appeal Committee Decision being challenged was received by the Appellant on 12 September 2013 and appealed to the CAS on 1 October 2013, i.e. within the 21-day deadline.

45. Furthermore, no objections have been raised with respect to the jurisdiction of the CAS in this matter.

46. Accordingly, the CAS has jurisdiction over this Appeal and it is admissible.

##### **B. Applicable Law**

47. Article R58 of the CAS Code provides that:

*“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”.*

48. Section XV of the parties' Agreement provides that it is governed by Romanian law as well as by *“... the sports statutes and regulations”.*

49. Furthermore, in their submissions, both parties have invoked the “Regulations on the Status and Transfers of Players” of the Romanian Football Federation.

50. Consequently, the “Regulations on the Status and Transfers of Players” of the Romanian Football Federation and, if necessary, Romanian law in addition, will be applied.

##### **C. The Merits of the Appeal**

51. The two main issues in dispute, which will be examined in succession, are (i) the extent of the Club's obligation to pay the Player his monthly contractual salaries despite a period of absence from the team in May-June 2012 and (ii) the extent of the Club's obligation to pay bonuses to the Player for the points gained by the team in Liga 1 national championship games.

52. As a subsidiary issue, the financial consequences that derive from the extent of the Club's obligations will then be examined (iii).
  53. As a preliminary matter, the Sole Arbitrator notes the following in terms of proof.
  54. The total amount of remuneration the Club admits having paid to the Player to date is EUR 90,793.
  55. The Player has alleged on the basis of credible documentary evidence adduced by him, that he participated in more than 70% of the Liga 1 national championship games played by the Club since his engagement, that during such period the Club gained a total of 31 points in the Liga 1 games, that the Club played its last game of the 2011/2012 season on 20 May 2012, that he left after that date to play with the Mozambican national team until 17 June 2012 included, that the Club's team was on holiday between 21 May and 12 June 2012 (when it reconvened for training to prepare for the next season) and that the Club did not make use of the contractual option to prolong his contract for a second season (2012/2013 season).
  56. In its Answer brief, the Club did not contest any of the Player's foregoing allegations, nor adduce any evidence contradicting them; while at the same time none of the documents on file relating to the proceedings in front of the lower instances contradict those contentions of the Player. Furthermore, the Club did not question or contest in any manner the content of the English translations of documents in Romanian adduced by the Player.
  57. Consequently, the Sole Arbitrator finds that all of the Player's foregoing allegations are established.
- a) *The Extent of the Club's Obligation to pay the Player's Monthly Salaries*
58. The Sole Arbitrator finds that the characterization of the Agreement as an employment contract or as a civil contract can be left open for the purposes of deciding the matter in dispute, since, even if it were deemed to be a civil contract, the Player cannot - in the circumstances of this case as established - be deemed to have failed to perform his duties under the Agreement. Thus, even if the principle "*exceptio non adimpleti contractus*" were deemed applicable, the conditions for the Club to invoke it are not fulfilled.
  59. Indeed, the Sole Arbitrator finds that for a combination of the following reasons, the Player's absence from the Club between 21 May and 30 June 2012 may not be deemed a breach of duty entitling the latter to withhold part of his monthly salaries:
    - It is clear from the wording and the rationale of the Agreement that the period during which the Player should actively perform for the Club, i.e. play games and participate in training sessions/camps, depended on whether the Club exercised the option to prolong the Agreement for a second season.
    - In that relation, it is noteworthy that according to Art. 1 of the Financial Appendix, the payment of the Player's salary is expressed as consideration for his sporting performance

within the Club in the Liga 1 national football championship during the contractual period.

- Moreover, it is established that the last Liga 1 game of the national championship took place on 20 May 2012 and that the Club's team then had its annual break/holiday, which lasted three weeks until 12 June 2012, after which the team reassembled to prepare for the next season (2012/2013).
  - Meanwhile, whereas the Club had the contractual option to engage the Player for the next season (2012/2013), it did not exercise the option by notifying the Player by 1 June 2012 as required by Art. 1 of the Financial Appendix.
  - Thus, by 2 June 2012, the Player had, in effect, performed all his contractual duties for the Club relating to the 2011/2012 season and no duties arose with respect to the forthcoming season (2012/2013), since it would not have made sense for him to participate in a training camp for the next season for which the Club has elected not to keep him in the team/prolong his contract.
  - In addition, it is uncontested by the Club that the Player was entitled to leave the Club after 20 May 2012 to play with his national team for at least two weeks, and the evidence adduced by the Player in that connection indicates that on 8 May 2012 the Mozambican football federation had requested authorization for the Player to join the national team between 20 May and 18 June 2012 to play various qualifying-round games, i.e. for a period of four weeks, whereas the Club has produced no evidence that it refused such request at the time.
60. For the above reasons and in light of the parties' behaviour, the Arbitrator finds that, properly construed, the terms of the Agreement lead to the conclusion that in good faith both parties must have understood and did in fact intend that if the Club's unilateral option to prolong the Agreement by 1 June 2012 was not exercised by the Club, the Player would have no further duties to perform for the Club after the last Liga 1 national championship game of the 2011/2012 season (which took place on 20 May 2012).
61. Consequently, contrary to what was held in the Appeal Committee Decision, the Player cannot be deemed to have failed to perform in any manner, and his contention that the Club was contractually obliged to pay him his monthly salary of EUR 12,000 for the entire contractual period of five months, i.e. a total salary of EUR 60,000, is well founded, meaning that the corresponding financial compensation being claimed will be admitted.
- b) The Extent of the Club's Contractual Obligation to Pay Bonuses to the Player*
62. The Arbitrator finds it is clear from the relevant terms of the Financial Appendix and of the Club's Internal Regulations applicable to the 2011/2012 season that two distinct categories of bonuses subject to different conditions had been agreed upon by the parties.
63. On the one hand, according to Art. 1 of the Financial Appendix, three bonuses of distinct amounts could be obtained by the Player under the condition the team qualified for the

Champions League or the Europa League and/or won the Romanian Cup; this being stipulated as follows: *“Also the club gives for other special bonuses of: 85.000 euro if the club qualifies for the group stage of Champions League, 35.000 euro if the club qualifies for the group stage of Europe League, 25.000 euro if the club win Romanian Cup, to stimulate the player’s performance, in keeping with the Inner Order Regulations of the Club [...]”*.

64. The Player is not invoking the foregoing clause or requesting the payment of any of those bonus amounts.
65. On the other hand, Art. 1 of the Financial Appendix also provided for a bonus that would be obtained for gaining points in the Liga 1 national championship and subject to the Club achieving its overall objective in the final standings of such championship for the 2011/2012 season.
66. In connection with the latter category of bonus, Art. 1 of the Financial Appendix stipulates that: *“For the official games from Liga I, they will receive bonuses for winning at 1000Euro/point (3000euro/ 3points). 50% of the match bonuses will be paid after the game, and 50% will be paid at the end of season if they will take objectiv”*, while the objective which needed to be met was unambiguously defined as follows under Art. 49 of the Club’s applicable Internal Regulation: *“The team’s performance objective for the competition season 2010-2011 is ranking on one of the 1-5 positions of the final ranking”*.
67. Furthermore, it is established by the evidence on record and uncontested that the Player was fielded in at least 70% of the Liga games of the Club during the period of his contractual engagement for the 2011/2012 season, that the Club gained 31 points in the corresponding Liga 1 games and that it finished second in the final overall standings of the national championship, meaning that all the contractual conditions for becoming entitled to the Liga 1 national championship match bonuses being claimed were fulfilled by the Player.
68. Consequently, contrary to what was held in the Appeal Committee Decision, the Player fulfilled the contractual conditions to earn the EUR 31,000 of bonuses corresponding to the 31 points gained by the Club during the Liga 1 games in question, meaning that the financial compensation being claimed in that respect will be admitted.

c) *The Financial Consequences Deriving from the Extent of the Club’s Contractual Obligations*

69. Given the Sole Arbitrator’s above findings, the Club owed the Player a total amount of contractual compensation of EUR 106,000 for the 2011/2012 season (EUR 15,000 + EUR 60,000 + EUR 31,000), while it is established that the Club has thus far only paid the Player a total amount of EUR 90,793 for that season (this figure is retained because it is uncontested by the Club and is only 4 EUR more than the figure of EUR 90,789 being invoked by the Player, without it being possible to determine with certainty where the small difference in amount derives from).

70. Consequently, and contrary to what was held in the Appeal Committee Decision, the Player has no monies to reimburse to the Club and the latter owes an outstanding amount of EUR 15,207 to the Player.
71. For the foregoing reasons, the Appeal Committee Decision will be set aside and the principle amount of EUR 15,207 will be awarded to the Player.
72. The Player has not however indicated the grounds on which he is claiming 5% interest for late payments under Swiss law, whereas he has invoked Romanian law as being applicable to his monetary claim and the Agreement was signed and performed in Romania where the payments were made in local currency (RON). Neither has he adduced any evidence as to the statutory interest rates that might be applicable under Romanian law.
73. Therefore, the Sole Arbitrator finds the Player has not established his entitlement to interest for late payments and that request will be dismissed.

### **ON THESE GROUNDS**

#### **The Court of Arbitration for Sport rules that:**

1. The appeal of Mr. Mucuana Martinho Martins is admitted.
  2. The decision of 8 August 2013 of the Appeal Committee of the Romanian Professional Football League is set aside.
  3. SC Sporting Club SA Vaslui is ordered to pay EUR 15,207 to Mr. Mucuana Martinho Martins as compensation for outstanding contractual remuneration.
- (...)
6. All other requests for relief are rejected.