Arbitration CAS 2015/A/4322 Dubaï Cultural Sports Club v. André Alves Dos Santos, award of 12 July 2016

Panel: Mr José María Alonso Puig (Spain), President; Mr Michele Bernasconi (Switzerland); Prof. Petros Mavroidis (Greece)

Football
Compensation following termination by player of employment contract with just cause
Continuous breaches by employer of its duty to comply with its financial commitments towards the player as just cause

The payment of salaries is one of the basic duties of any club with regard to a professional player. As such, it is not necessary that a player's livelihood be endangered in the event of non-payment of his salaries. In principle, continuous breaches by the employer of its duty to comply with its financial commitments towards the player (non-payment or late payment) constitute just cause for termination. For the employer's payment obligation is his main obligation towards the employee; if, therefore, he fails to meet this obligation, the employee can, as a rule, no longer be expected to continue to be bound by the contract in the future. However, this only applies subject to two conditions. Firstly, the amount paid late by the employer may not be "insubstantial" or completely secondary. Secondly, a prerequisite for terminating the contract because of late payment is that the employee must have given a warning, *i.e.* the employee must have drawn the employer's attention to the fact that his conduct is not in accordance with the contract.

I. PARTIES

1. Dubaï Cultural Sports Club is a professional football club affiliated to the United Arab Emirates Football Association (the "Club" or the "Appellant").

2. Mr. André Alves Dos Santos is a professional football player born in Brazil (the "Player" or the "Respondent").

3. The abovementioned shall be referred to collectively as the "Parties".

II. FACTUAL BACKGROUND

4. On 1 July 2013, the Parties entered into an employment contract (the "Contract") by which the Player would provide his services to the Club until 30 June 2015.

5. Article 4 of the Contract provided for the Player's financial remuneration, amounting to:

   (a) USD 32.000, payable upon signature of the Contract;

   (b) USD 192.000 payable on 15 July 2013;

   (c) A monthly salary of USD 62.500.

6. Additionally, pursuant to clauses 5 and 6 of the Contract, the Club undertook to pay AED 100.000 to the Player for accommodation and to provide him with a car.

7. Clause 8 of the Contract set out the Club's obligations, including the duty to provide an appropriate training environment and technical support.

8. Clause 9 set out the Player's obligations, including the obligation to attend trainings and matches.

9. On 7 October 2013, the Player sent the Club a first notice of default, requesting (i) payment of the outstanding salaries for August and September; (ii) the delivery of the car provided for in clause 6; (iii) and that he be allowed to return to his normal training activities.

10. On 8 October 2013, the Club answered, requesting the Player's bank account.

11. On 11 October 2013, the Player sent a second default notice, requesting compliance before 14 October 2013.

12. On 13 October 2013, the Club again requested the Player's banking information.

13. On 14 October 2013, the Player sent a final notice of default.

14. On 16 October 2013, the Player terminated the Contract.

15. On 17 October 2013, the Player filed a claim before the FIFA Dispute Resolution Chamber (the "FIFA DRC").

16. On 10 April 2015, the DRC issued its decision, upholding the Player's claim and ordering the Club to pay the Player USD 128,000 as due salaries (for August and September 2013 plus USD 3.000 for air fares), USD 1.220.500 as compensation for breach of contract, and AED 100.000 for housing allowance due. All of the above, accruing interest of 5% p.a.

17. The grounds of the decision were communicated to the Parties on 10 November 2015 (the "Appealed Decision").

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

18. On 1 December 2015, the Appellant filed its Statement of Appeal.

19. On 3 December 2015, the Court of Arbitration for Sport (the "CAS") requested the Appellant to file complete contact details for the Respondent. On 4 December 2015, the Appellant provided information of the Respondent's representative.

20. On 4 December 2015, the Appellant requested an extension of the time limit to file its Appeal Brief.

21. On 7 December 2015, the CAS acknowledged receipt of the Statement of Appeal.

22. On 8 December 2015, the Respondent requested CAS that the proceedings be continued in English, rather than in French as originally proposed by the Appellant.

23. On 15 December 2015, the Appellant suggested that the language of the proceedings be English but that the Parties be allowed to present their submissions in either French or English. On 16 December 2015, the CAS requested the Respondent to provide his position and informed the Parties that failing an agreement between the Parties, the decision would be taken by the President of the CAS Appeals Arbitration Division.

24. On 17 December 2015, the Respondent requested that both the proceedings and all submissions be carried out in English, being this the original contractual language and the language used before the FIFA DRC.

25. On 18 December 2015, the President of the CAS Appeals Arbitration Division decided that the procedure and submissions be carried out in English, granting to the Appellant a deadline of 10 days to file its Appeal Brief.

26. On 28 December 2015, the Appellant requested an extension of the time limit to file its Appeal Brief until 30 December 2015. The extension was granted by CAS the same day.

27. On 30 December 2015, the Appellant filed its Appeal Brief.

28. On 25 January 2016, the Respondent filed his Answer.

29. On 1 February 2016, the Appellant requested that a hearing be held. On 3 February 2016, as the Respondent failed to inform the CAS on his preference, the CAS informed the Parties that a decision would be taken by the Panel.

30. On 3 February 2016, the CAS granted a time limit until 9 February for the Respondent to provide his position regarding a request for disclosure raised by the Appellant in its Appeal Brief. On 9 February 2016, the Respondent answered, stating his acceptance to the disclosure requested by the Appellant and declaring that he did not deem a hearing to be necessary. On 11 February 2016, the CAS invited the Respondent to file the requested documents at his earliest convenience.

31. On 26 February 2016, the Respondent was requested to file the documents and was given a new deadline until 3 March 2016.

32. On 1 March 2016, the Parties were informed of the decision of the Panel to hold a hearing.

33. On 15 March 2016, upon consultation with the Parties, the CAS informed them that a hearing would be held in Lausanne, on 12 April 2016.

34. On 22 March 2016, the CAS sent a copy of the Order of Procedure to the Parties, for their signature.

35. On 29 March 2016, the Respondent informed the CAS that he would be represented during the hearing by Mr. Luca Tettamanti, Attorney-at-law in Lugano, Switzerland. The Respondent himself and additional counsel requested to attend the hearing by telephone.

36. On that same date, the Respondent sent CAS his signed copy of the Order of Procedure. On 30 March 2016, the Appellant sent CAS its signed copy of the Order of Procedure.

37. On 12 April 2016, a hearing was held in Lausanne. Both Parties attended the hearing, duly represented. At the end of the hearing the Parties expressed their acceptance to the proceedings and appointment of the tribunal, stating that they had received sufficient opportunity to present their case.

IV. THE PARTIES' SUBMISSIONS AND PRAYERS FOR RELIEF

A. APPELLANT

38. The Appellant holds that the Appealed Decision should be overturned, as it was the Player who breached the Contract and that, therefore, his termination of the Contract was without just cause.

39. The Appellant first claims that the Player's behavior was not adequate: his performance degraded since he started playing and, in fact, he failed to attend various trainings, for which the Appellant imposed the corresponding contractual fines:

- On 10 September 2013, the Club sent the Player a first warning;
- On 15 September 2013, the Player did not attend a training and was fined 5% of his monthly salary;
- As the Player was underperforming, the Club prepared a personalized training schedule, with individual and collective training sessions each day;
- On 29 September 2013, the Player did not attend the collective training session and was fined 10% of his monthly salary;
- On 30 September 2013, he again failed to attend training and was fined 20% of his salary;
- On 1 October 2013, the Player was absent from both his morning and afternoon sessions and was fined 10% and 20%, respectively;

- On 2 October 2013, he "violated" the technical staff's instructions and was absent from training, being fined an additional 20%; and
- On 3 October 2013, the Player was absent from his afternoon training and was fined 20% of his salary.

40. Notwithstanding his breaches, it was the Player who sent requests for compliance and eventually terminated the Contract. When the Player sent his notices, the Club promptly responded (a) requesting his bank details that had not been provided; and (b) requesting that he provide his driving license in order to be able to give him the car. The Player was also reminded that he had been provided with a specific training schedule due to his poor performance.

41. Regarding payment, the Club holds that apart from paying the Player's salaries, it paid, on behalf of the Player, the amount of EUR 105.000 (USD 137.764) to the Player's former club. As this was a duty of the Player, the Club holds that this should be treated as an advance payment on the Player's salary.

42. In summary, the Club holds that it fulfilled its obligations towards the Player, by paying the following amounts:

Date	Amount paid ($)	Amount due ($)
22.06.13	$ 32 000.00	
23.06.15	$ 137 764.00	
01.07.15		$ 32 000.00
07.07.15	$ 92 000.00	
07.07.15	$ 27 226.00	
15.07.15	$ 100 000.00	
15.07.15		$ 192 000.00
15.07.15		$ 27 500.00
31.07.15		$ 62 500.00
06.08.15	$ 62 500.00	
30.08.15		$ 62 500.00
30.09.15		$ 40 625.00
Total	**$ 451 490.00**	**$ 417 125.00**

43. Due to the Player's poor performance, the Club decided to cover its foreigner's registration quota with another player. However, this did not impede the Player's training or his ability to regain his registration with the first team.

44. In summary, the Club holds, regarding the Player's claims of breach:

(a) The Club paid the Player in time and, at most, the payment of the salary had been only a couple of weeks late. The Player did not provide his complete banking information until his last notice;

(b) The Club bought the car for the Player but could not give it to him until the Player provided it with his driving license, which he didn't do; and

(c) The Player was excluded from the team due to his poor performance and for sporting reasons. Besides, the Club provided the Player with a specific training schedule to help him regain his form.

45. Due to the above, the Player did not terminate the Contract with just cause and, therefore, is not entitled to any compensation. If the Panel finds that some breach exists, these breaches do not justify termination of the Contract, because the Club acted in good faith and was, at most, just a few weeks late in paying the Player's salary. Such small delay didn't put his livelihood at risk.

46. On the contrary, the Club has to receive compensation, as the Player breached the Contract without just cause. This compensation amounts to the contractually agreed compensation of the Player's salary times the length of contract remaining, which amounts to USD 191.333,35.

47. In any case, the compensation imposed by the DRC is excessive. Under UAE labor law, compensation for breach of contracts for a determinate term may not exceed three months' salaries. The Club holds that, pursuant to Article 17 of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP"), UAE law is applicable. This limits the amount of compensation due to the Player to a maximum of USD 187.500.

48. As a consequence of the above, the Appellant requests that the Appealed Decision be overturned and the Player be ordered to pay the Club the amount of USD 191.333,35 plus interests.

B. RESPONDENT

49. The Respondent understands that the FIFA DRC issued the correct decision, by holding that due to the Club's breaches, the Player terminated the Contract with just cause.

50. In particular, the Player holds that the Club breached the Contract on three distinct issues: (i) non-payment of salaries due; (ii) exclusion of the Player from the team; and (iii) non-delivery of the car.

51. Regarding payment of salaries, the Player does not contest the payments that the Club alleges to have done. However, the Player does contest the argument of the Appellant that the EUR 105.000 paid by the Appellant to the former club of the Player shall be deducted from his salary. Indeed, the Player argues that such payment should be considered as a sort of transfer fee that the Club accepted to pay in order to obtain the Player's services: the Player was able to negotiate his exit as a free agent against the payment of that fee; and the Club agreed to pay the fee (against having to pay a direct transfer fee that would have otherwise been much higher). The Player

claims that this was his understanding and it was, as well, the Club's, as it never reclaimed such amount before this arbitration, not even during the FIFA DRC proceedings. Indeed, during the FIFA DRC proceedings the Player claimed for delayed August and September salaries and the Club never disputed such claims.

52. Similarly, the Player claims that the penalties imposed on him were fabricated *ex post* by the Club and that the Club has provided no evidence of delivery of the communications imposing the penalties. Truth is, according to the Player, that he did attend all trainings but had to train on his own. In this regard, the Player provided various photographs and videos evidencing that, on the dates when he is allegedly not training, he did attend all of his training sessions.

53. Regarding his exclusion from the team, the Player holds that shortly after starting his contract, he was called to the Club's President's office and informed that the Club was no longer counting on him as the foreigner's quota had been exceeded. To this regard, he was excluded from trainings with the first team and provided a training schedule training at 6:00 and at 16:30pm (when, in Dubaï, outside temperature is approximately 40ºC). However, this training schedule meant that the Player did not train with the team; in fact, that in his individual training sessions he was completely alone, without any guidance from coaches or otherwise. To this regard, he provides videos and photographs taken during those training sessions showing that he was training on his own.

54. Finally, the Player claims that the car was contractually due to him and that the obligation to deliver a car was not conditioned to the Club having received any driving license. In any case, even after he gave his UAE driving license to the Club, he was not provided with the car.

55. For all of the above, the Player issued three notices of termination, giving the Club sufficient time to comply. As the Club did not comply, he terminated the Contract on 16 October 2013.

V. JURISDICTION, ADMISSIBILITY AND APPLICABLE LAW

56. Pursuant to Article R47 of the Code of Sports-related Arbitration (the "CAS Code"):

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

57. Pursuant to Articles 62.1 and 63.1 of the FIFA Statutes (now 66.1 and 67.1 of the 2014 FIFA Statutes):

> *Article 62.1:*
>
> *FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, Members, Confederations, Leagues, Clubs, Players, Officials and licensed match agents and players' agents.*

Article 63.1:

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.

58. According to Article 24.2 FIFA RSTP:

Decisions reached by the Dispute Resolution Chamber or the DRC judge may be appealed before the Court of Arbitration for Sport (CAS).

59. Based on the above, the Panel holds that the CAS has jurisdiction to hear this case. Furthermore, no party has raised any objection to the jurisdiction of CAS, having both duly signed the Order of Procedure.

60. The grounds of the Appealed Decision were notified to the Parties on 10 November 2015. The Appeal by the Appellant was filed on 1 December 2015, within the time limit provided.

61. Pursuant to Article R58 of the CAS Code:

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

62. In this case, the applicable rules are the applicable FIFA Regulations and, in particular, the FIFA RSTP. Subsidiarily, pursuant to Article R58 of the CAS Code and Article 66.2 of the FIFA Statutes, Swiss Law is applicable.

VI. MERITS OF THE DISPUTE

63. The Player has invoked as just causes for the termination of the Contract, mainly three issues:

(a) Lack of payment of due salaries;

(b) Lack of provision of the agreed car; and

(c) Exclusion from training and from the team.

64. The Appealed Decision upheld the Respondent's claims that are, thus, contested by the Appellant in these proceedings. In order to determine whether the Contract was terminated for just cause, the Panel must therefore analyse these three issues, bearing in mind that some may be more relevant than others.

65. The first issue is of special importance. The payment of salaries is one of the basic duties any club has with regard to a professional player. As such, it is not necessary that a player's livelihood be endangered. Rather, each player shall trust that his employer will honour its contractual commitments. CAS case law in this regard has considered that continuous breaches by the

employer of its duty to comply with its financial commitments towards the player can constitute just cause for termination. In case CAS 2006/A/1180, the panel ruled:

> *The non-payment or late payment of remuneration by an employer does in principle - and particularly if repeated as in the present case - constitute "just cause" for termination of the contract (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; CAS 2003/O/540 & 541, non-public award of 6 August 2004); for the employer's payment obligation is his main obligation towards the employee. If, therefore, he fails to meet this obligation, the employee can, as a rule, no longer be expected to continue to be bound by the contract in the future. Whether the employee falls into financial difficulty by reason of the late or non-payment, is irrelevant. The only relevant criteria is whether the breach of obligation is such that it causes the confidence, which the one party has in future performance in accordance with the contract, to be lost. This is the case when there is a substantial breach of a main obligation such as the employer's obligation to pay the employee. However, the latter applies only subject to two conditions. Firstly, the amount paid late by the employer may not be "insubstantial" or completely secondary. Secondly, a prerequisite for terminating the contract because of late payment is that the employee must have given a warning. In other words, the employee must have drawn the employer's attention to the fact that his conduct is not in accordance with the contract (see also CAS 2005/A/893; CAS 2006/A/1100, marg. no. 8.2.5 et seq.).*

66. As stated in CAS 2012/A/2967 (para. 143), according to CAS jurisprudence, *"late payments generally constitute a just cause to terminate an employment agreement"*.

67. In this case, the amount of money effectively received by the Player is undisputed. The Appellant holds that the Player was not entitled to any amounts exceeding what he had already received as (a) the Club paid the Player's former club the amount of EUR 105.000 (USD 137.764) on behalf of the Player; and (b) the Club had imposed various penalties on the Player that thus reduced the salary he should have perceived. The Panel finds, however, that none of these are justified:

    (a) In relation to the amount paid to the Player's former club, the Panel finds that nowhere in the Contract was this amount provided for. The Contract is explicit in determining the amounts due to the Player, including signing fees, monthly salary, housing allowance, travel allowance and the provision of a car. No provision for payment of EUR 105.000 is foreseen. This payment was done on 23 June 2013 whilst the Contract was entered into on 1 July 2013, 8 days later. If, indeed, the amounts paid by the Club to club Omonia Nicosia had been paid by the Club on behalf and on the account of the Player with the intention of requesting a reimbursement or any kind of settlement, one would expect that this would be clearly stipulated in the Contract or in any other kind of contemporaneous communication. The Panel can only conclude that, as stated by the Respondent, the payment to the Player's former club was, rather, a direct payment from the Appellant to the club Omonia Nicosia, in consideration for the Player's freedom to contract with the Appellant.

        In any case, the Panel notes that payment to the club Omonia Nicosia was never raised as a defence by Appellant in the FIFA DRC proceedings. On the contrary, Appellant acknowledged owing the corresponding amounts to the Respondent, as explicitly mentioned in the Appealed Decision: *"the Respondent/Counter-Claimant acknowledges the*

outstanding salaries but maintains that the delay of payment was of a few weeks only" and *"the Respondent/Counter-Claimant acknowledges the Claimant/Counter-Respondent's allegations as per the outstanding salaries"*. Accordingly, the Panel is not satisfied of the merit of the new defences brought by Appellant.

The Panel thus finds that the amount paid by the Appellant to the club Omonia Nicosia shall not be deducted from the amount of the salaries due to the Player.

(b) Regarding the alleged fines imposed on the Player due to failure to attend trainings and for his poor performance, the Panel finds these defences to be equally unfounded. First, as the FIFA DRC found, there is insufficient evidence that the fines were validly communicated to the Player. The Contract provides for communications either by SMS or to the address established in the Contract, but none of this has been proven. Furthermore, the evidence submitted by the Appellant does not show that the fines were communicated to the Player. Finally, considering the Parties' contemporaneous behaviour, it does appear that these fines were not taken into consideration, at least until the Player initiated the FIFA DRC proceedings.

Indeed, in neither of the Parties' communications prior to termination did the Club hold that it did not owe amounts to the Player because of the imposed fines (which in fact amount to 85% of a monthly salary), even though all communications occurred after the dates on which the fines were allegedly imposed.

68. As a consequence of the above, and as there is no dispute on the amount effectively paid to the Player, the Panel is satisfied that the Club did not pay the Player's salary for August and September 2013.

69. Although objectively of minor importance, the Panel finds that the Club also breached the Contract by failing to provide the required car and unduly making the delivery dependent on the handover of a driving license. Indeed, Article 6 of the Contract merely provides for the delivery of the car and not any additional conditions such as the Player having a valid UAE driving license. Fact is that in October 2013, when the Player filed his first notice, the car had not yet been delivered.

70. Finally, the Player holds that by the date of his first notice he had been excluded from training and from the team itself, and ordered to train by himself on the basis of a training schedule established by the Club. Considering all the evidence submitted, the following shall be retained:

(a) On 28 September 2013, based on alleged poor performance in certain matches, the Club established a specific training calendar for the Player. This training calendar, however, provided for the Player to train on his own at 07:00 and 16:30. The Player's training schedule was not concurrent with that of his team mates. This issue is undisputed between the Parties.

(b) Article 8 of the Contract established that the Club *"shall provide the [Player] with the suitable environment and training"*, providing the adequate trainers and technical staff for the Player to develop himself. The Panel understands that excluding a Player from training with his team mates, absent specific circumstances such as injury recovery, and, as in the

present case, absent any other justification apart a sort of sanction for alleged poor performance, does not provide a suitable environment for training and development of the Player.

(c) Additionally, the UAE Federation's website showed that the Player, in September 2013, was said to be "no longer with the Team". This appears to be a consequence of the Club's direct request, dated 18 September 2013, to register Mr. Darahmani Trawri instead of the Player. It must be noted that, even following the Appellant's arguments, this de-registration happened only 3 months after the Player started playing with the team; 4 days after the Player participated in an official match, in the Club's starting line-up; and only three days after the first alleged fine was imposed on the Player.

71. As a consequence of the above, the Panel, as the FIFA DRC, holds that the Player was unduly excluded from training and from the team itself. Therefore, the Panel is satisfied that at that time the Appellant had no further interest in the services of the Player.

72. The Panel thus finds that the above-mentioned breaches of the Contract by the Appellant justified its termination by the Respondent.

73. The Appellant argues that even admitting just cause, the Player did not give due notice. However, the Panel finds that, contrary to the Appellant's assertions, the Player served duly notice to the Appellant:

i) On 7 October 2013, the Player sent the Club a first notice of default, requesting (i) payment of his outstanding salaries for August and September; (ii) the delivery of the car provided for in clause 6; (iii) and that he be allowed to return to his normal training activities.

ii) On 8 October 2013, the Club answered, requesting the Player's bank account, his driving license and claiming the Player's bad performance in his training.

iii) On 11 October 2013, the Player sent a second default notice, requesting compliance before 14 October.

iv) On 13 October 2013 the Club again requested the Player's banking information.

v) On 14 October 2013, the Player sent a final notice of default.

vi) On 16 October 2013, the Player terminated the Contract.

74. It is evident from the above that the Player gave the Club sufficient notice to cure its breaches. Only after three notices to comply did the Player terminate the Contract. In the Club's answer, particularly referring to payment and exclusion from training, there is no evidence of the Club's intent to fulfil its obligations. Indeed, the IBAN information, readily available as the Player has shown in its Exhibit 4, was not strictly necessary for payment of due amounts, as the Club itself had already paid over EUR 450.000 to the Player before. Equally, the readmission of the Player to training with his teammates could have been cured instantly, but was not addressed by the Appellant.

75. The Appellant holds that the last notice gave it little time to cure, particularly if one considers that the date of termination included an important religious holiday. However, the Panel notes that before termination the Player had already requested compliance twice, without result. In fact, 14 October 2013 (the date of the last notice sent by the Player) was the time limit initially provided in the Player's first notice.

76. As a consequence of the above, the Panel holds that the Player duly terminated the contract with just cause and, as such, is also entitled to compensation, independently on whether, based on the circumstances of the case, a reminder with a deadline to cure the breach was necessary or not. In fact, the Player granted such a deadline, but the Club did not comply.

77. The FIFA DRC granted compensation on the basis of the remaining duration of the Contract, had there been no breach by the Appellant. The Panel shares the view of the FIFA DRC that in the present case it is reasonable to take into due consideration, on the one side, the amount of the salary to be received by the Player for the remaining duration of the Contract and, on the other side, to deduct the amounts earned by the Player from his new club.

78. The amount granted to the Player seems therefore to be neither arbitrary nor unreasonable, as claimed by the Appellant. In fact, when, considering the seriousness of the breach and the precise moment in which the relationship was terminated, leaving the Player with little or no time to look for alternative clubs, are additional considerations that speak in favour of the compensation granted to the Player by the FIFA DRC.

79. Finally, the Appellant was not able to establish how the limitation apparently established in the UAE Labour Code may be taken into consideration by the Panel, when looking at content of Article 17.1 FIFA RSTP and the applicable law of the present dispute. The unspecified claim of Appellant that UAE laws may grant only a lower compensation to an employee is not, in view of the Panel, taking in consideration all the facts and the circumstances of the present case, a convincing reason to justify a different calculation of the compensation due to the Player. Rather, while local law has been taken in consideration as one of the potential factors under Article 17 FIFA RSTP, the Panel can only conclude that the damage suffered by the Player justifies the compensation determined in the Appealed Decision.

80. To conclude, the Appeal filed by the Club shall be dismissed and the Appealed Decision shall be confirmed. This conclusion, finally, makes it unnecessary for the Panel to consider the other requests submitted by the Parties to the Panel. Accordingly, all other prayers for relief are rejected.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The Appeal filed by Dubaï Cultural Sports Club on 1 December 2015 is dismissed.

2. The decision rendered by the FIFA Dispute Resolution Chamber on 10 April 2015 is confirmed.

(…)

5. All other motions or prayers for relief are dismissed.