Arbitration CAS 2016/A/4874 Club Africain v. Seidu Salifu, award of 22 August 2017

Panel: Mr Alexander McLin (Switzerland), Sole Arbitrator

Football
Termination of an employment contract with just cause by the player
Purpose of Article 12bis para. 3 RSTP
Breach of its payment obligations by the club
Fulfilment of the requirements for the lawful termination of the employment relationship

1. **The 10-day deadline in Article 12bis para. 3 of the FIFA Regulations on the Status and Transfer of Players (RSTP) applies to a determination as to whether a club is in arrears of its payment obligations for purposes of seeking sanctions against it (whether by a player or another club) before FIFA. It presumably exists as a safeguard to ensure that debtor clubs are put on notice of their payment obligations before sanctions can be sought on this basis. The lack of a 10-day deadline in a warning letter does not mean the debt is inexistent, nor insubstantial. Indeed, it has no effect on determining whether just cause for termination exists under Article 14 RSTP.**

2. **The club bears the burden of proving that the funds due to the player were indeed paid to the player. If it has not met that burden, the club is in breach of its payment obligations towards the player and the amount of the debt is deemed to correspond to that stated by the player and determined by the FIFA Dispute Resolution Chamber (DRC).**

3. **There are two requirements for the lawful termination of the employment relationship between a player and a club on account of the late or non-payment of player's remuneration: first, the outstanding payments have to be substantial; and second, the player must give prior warning to the club. The player's efforts to notify and warn the club of his intent to terminate the contract by sending four communications referring to the outstanding payments and his intent to terminate in the event these were not made in a reasonable deadline are sufficient in light of the situation.**

I. PARTIES

1. Club Africain (the "Club", or the "Appellant"), having its principal place of business in Tunis Hached, is a Tunisian football club affiliated with the Tunisian Football Federation, itself a member of FIFA (Fédération Internationale de Football Association), the international governing body for the sport of football.

2. Mr. Seidu Salifu, (the "Player" or the "Respondent") is a professional football player of Ghanian nationality, domiciled for purposes of this procedure at his attorney's premises in Istanbul, Turkey.

II. FACTUAL BACKGROUND

3. Below is a summary of the relevant facts and allegations based on the parties' written submissions, pleadings and evidence adduced. Additional facts and allegations found in the parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

4. On 17 August 2013, the parties entered into an employment contract under which the Respondent agreed to play for the Appellant, and the Appellant agreed to employ the Respondent from the signing date until 30 June 2017 (the "Contract").

5. The Contract provided that the Player was entitled to receive the following monthly salary, payable monthly:

- 2013/14 season: USD 5,250;
- 2014/15 season: USD 5,500;
- 2015/16 season: USD 6,000;
- 2016/17 season: USD 6,500.

6. The Contract also provided for the following bonuses:

- 2013/14 season: USD 87,000 payable in four equal instalments on 30 September 2013, 31 December 2013, 31 March 2014 and 30 June 2014;
- 2014/15 season: USD 114,000 payable in four equal instalments on 30 September 2014, 31 December 2014, 31 March 2015 and 30 June 2015;
- 2015/16 season: USD 128,000 payable in four equal instalments on 30 September 2015, 31 December 2015, 31 March 2016 and 30 June 2016.
- 2016/17 season: USD 222,000 payable in four equal instalments on 30 September 2016, 31 December 2016, 31 March 2017 and 30 June 2017.

7. On 8 February 2016, the Respondent's representative sent correspondence to the Appellant requesting payment of outstanding salaries for the period from October 2015 until January 2016 and unpaid bonuses for part of the 2014-15 season and part of the 2015-16 season, in the total amount of USD 178,000. Payment was requested within five days' receipt of Respondent's letter by the Appellant.

8. This correspondence was followed by an email, on 11 February 2016, to Mr Khalil Mahjoub, known to the Respondent as the Appellant's then-CEO, requesting payment of said amount by 15 February 2016.

9. Mr Mahjoub responded to the Respondent's representative on 12 February 2016, stating that the Appellant's general secretary would provide an answer as to the status of the contract and the requested payment.

10. On 15 February 2016, the Respondent's representative issued a final deadline of 16 February 2016 to the Club to make payment.

11. On 16 February 2016, the Respondent's representative sent an email to Mr Mahjoub, terminating the Contract.

12. A claim before FIFA followed, brought by the Player against the Appellant, and filed on 7 March 2016. Citing breach of contract by the Club, it sought:

    - USD 181,310, plus 5 % interest p.a. as from 17 February 2016, broken down as follows:
        - USD 27,310 corresponding to the Player's salaries from October 2015 until 16 February 2016;
        - USD 90,000 corresponding to part of the bonus due for the 2014-15 season;
        - USD 64,000 corresponding to half of the bonus due for the 2015-16 season;
    - USD 390,690, plus 5% interest p.a. as from 17 February 2016, as compensation corresponding to the residual value of the Contract;
    - USD 150,000 as specificity of sport;
    - to impose sporting sanctions on the Club;
    - to order the Club to bear the procedural costs.

13. The Player explained in the context of the FIFA proceedings that, at the end of 2015, the Club had stopped fielding him and invited him on 31 December 2015 to sign an amendment to the Contract, suspending the latter. The Player also asserts that on the same date, he was handed two cheques meant to cover his salaries for October, November and December 2015. He claims that he was however unable to cash said cheques for lack of funds on the corresponding bank account.

14. The Club did not respond to the Player's claim before FIFA.

15. On 28 August 2016, the Player and the Turkish club Adana Demirspor Kulübü Dernegi entered into an employment agreement valid from the date of signature until 31 May 2017, entitling the Player to a total remuneration of EUR 70,000 (or approximately USD 78,000, as per the Decision of the FIFA Dispute Resolution Chamber (the "DRC") dated 8 September 2016 (the "DRC Decision").

16. The DRC ultimately partially granted the Player's claim and found in his favour, concluding that the lack of payment by the Club constituted a breach and that the Player had therefore terminated the Contract with just cause. The DRC ultimately determined as follows:

> *"1. The claim of the [Player], Seidu Salifu, is partially accepted.*
>
> *2. The [Club], Club Africain, has to pay the [Player], **within 30 days** as from the date of notification of this decision, outstanding remuneration in the amount of USD 178,000 plus 5% interest p.a. on said amount as from 17 February 2016 until the date of effective payment.*
>
> *3. The [Club] has to pay to the [Player], **within 30 days** as from the date of notification of this decision, compensation for breach of contract amounting to USD 316,000 plus 5% interest p.a. on said amount as from 7 March 2016 until the date of effective payment.*
>
> *4. In the event that the amounts plus interest due to the [Player] in accordance with the above-mentioned points 2. and 3. are not paid by the [Club] within the stated time limits, 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".*

17. The DRC Decision was based on the applicability of the FIFA Regulations on the Status and Transfer of Players (2015 and 2016 editions) (the "FIFA Regulations"), and the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (2015 edition) (the "FIFA Procedural Rules"), and the jurisdiction conferred to the DRC by the FIFA Regulations.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

18. On 17 November 2016, the Appellant filed its statement of appeal, which was subsequently perfected according to R47 and R48 of the Code of Sports-related Arbitration (the "Code") following an exchange of correspondence with the CAS.

19. In its statement of appeal, Appellant requested that a sole arbitrator be appointed by the CAS.

20. The Appellant filed its appeal brief on 26 November 2016 in accordance with R51 of the Code.

21. On 1 December 2016, the CAS Court Office confirmed receipt of the statement of appeal and appeal brief to the parties and informed them of deadlines applicable under the Code with respect to expressing a position on the language of arbitration and the nature of the arbitration panel. Responsibilities as to costs of arbitration were also outlined.

22. Also on 1 December 2016, the CAS Court Office informed FIFA of the existence of the appeal, setting a ten-day deadline for FIFA to state whether it intended to join the proceedings as a party.

23. On 2 December 2016, the Respondent wrote to the CAS to object to French as the language of arbitration and to state that he chose English for this purpose.

24. On 6 December 2016, the CAS Court Office informed the Appellant of the Respondent's choice of language and gave it a deadline of 9 December 2016 to respond as to whether it wished to maintain French (the language of its statement of appeal, appeal brief and earlier correspondence) as the language of arbitration. The CAS letter stated that the matter would be for the President of the CAS Appeals Arbitration Division to decide in the event that the Appellant maintained its position.

25. On 8 December 2016, the Appellant wrote to the CAS maintaining its position that French should be the language of arbitration. The receipt of this letter was confirmed by the CAS on 9 December 2016, in which it was also stated that deadlines were suspended pending a decision on the matter of language.

26. On 13 December 2016, the CAS confirmed receipt of FIFA's response, in which the latter stated that it did not wish to be a party to the proceedings. In its letter of the same date, FIFA noted that the arguments submitted by the Appellant had not been presented during the proceedings before FIFA bodies, despite invitation to do so.

27. On 19 December 2016, the CAS Court Office wrote to the parties to notify them of the Order on Language issued the same day by the President of the CAS Appeals Arbitration Division, switching the language of arbitration to English. The Order on Language also ordered the Appellant to file English translations of the statement of appeal and appeal brief and stated that the Respondent should file his answer within 20 days of receipt of said translations.

28. On 22 December 2016, the CAS Court Office wrote to the parties and invited the Respondent to express itself on the appointment of a Sole Arbitrator.

29. On 26 December 2016, the Respondent stated that it did not object to the appointment of a Sole Arbitrator.

30. On 27 December 2016, the CAS Court Office acknowledged receipt of the Respondent's letter and advised the parties that the President of the CAS Appeals Arbitration Division, or her Deputy, would proceed with the appointment of a Sole Arbitrator in accordance with R54 para. 1 of the Code.

31. On 4 January 2017, the CAS Court Office sent the parties the translations of the Appellant's statement of appeal and appeal brief.

32. On 17 January 2017, the Respondent requested that the deadline for the filing of its answer be set after receipt of the Appellant's payment of the advance on costs. The same day, the CAS Court Office acknowledged receipt of this request, made pursuant to Article R55 para. 3 of the Code.

33. The Appellant's full payment of the advance on costs was confirmed on 4 April 2017, and a deadline of 20 days set for receipt of the Respondent's answer.

34. The Respondent filed its answer on 20 April 2017.

35. Also on 20 April 2017, the parties were informed that the Panel appointed to decide this appeal was constituted by Mr Alexander McLin, Attorney-at-law in Geneva, sitting as Sole Arbitrator.

36. On 25 April 2017, the Respondent stated that he preferred for the Sole Arbitrator to render an award on the basis of the parties' written submissions, without the holding of a hearing.

37. On 20 June 2017, the Appellant responded that he also preferred for an award to be issued on the basis of the parties' written submissions.

38. On 21 June 2017, the CAS Court Office informed the parties that the Sole Arbitrator considered himself sufficiently well informed to decide the present case on the basis of the parties' written submissions, without the need to hold a hearing. By the same correspondence, he provided the parties with an Order of Procedure for their signature.

39. On 22 June 2017, the Respondent returned the duly signed Order of Procedure. On 23 June 2017, the Appellant did the same.

IV. SUBMISSIONS OF THE PARTIES

40. The Appellant's submissions, in essence, may be summarized as follows:

- Appellant argues that it was unable to respond to the Respondent or represent itself before the DRC at relevant times due to a force majeure situation prompted by the sudden resignation of a large part of the elected office holders of the Club, thereby disturbing its normal management. The period of force majeure ran from December 2015 to September 2016, during which the Club was

  "according to Tunisian law, […] obliged to regularize its situation as regards the constitution of its elected office in order to be appropriate with the country's internal regulations".

- The Player never served the Club in accordance with the law, as its correspondence was addressed to Mr Khalil Mahjoub who had no legal standing to represent the Club. The Club never proposed to the Player to sign an amendment to the Contract suspending the latter. The bank did not refuse to pay the Player the amount of the two checks, but was unable to do so at the time due to the seizure of the Club's accounts further to its status of being under administration. At no time did the Player contact either the President or the Secretary General of the Club, the only two individuals empowered to represent it, to demand payment of the checks.

- The termination of the Contract by the Player was without cause. This is due to the fact that, not only was notice not given to the correct individual(s), but the request for payment did not comply with the RSTP, which provides for 10 days to be given for the debtor club to comply with its obligations. Moreover, the Player left the Club at the end of December 2015 without providing his new address or reasons for his departure, while the Club *"has desperately sought to contact the Respondent but it couldn't reach him".*

- The Appellant makes the following requests for relief:

"the [Club] mainly asks the court:

1/ To find that he did not terminate his contractual obligations and that he did not terminate the contract, and therefore consider that the unilateral termination of the contract by the [R]espondent was without cause;

2/ Delay the contested decision and refer the case back to the authority which last ruled for reconsideration.

As an accessory,

[…] the African club is asking the Court, incidentally, to delay the impugned decision for lack of reasoning and to refer the case back to the authority which last ruled for reconsideration.

[…] the African club asks the Court to accept its formal appeal and to decide, as to the merits, to set aside the impugned decision and refer the case back to the authority which last ruled for Review".

41. The Respondent's submissions, in essence, may be summarized as follows:

- The Player terminated the Contract with just cause under RSTP Article 14 and the relevant case law. The only requisite criteria for establishing just cause is the existence of a substantial debt by the Club in favor of the Player, and prior warning by the Player before termination.
- The existence of substantial debt is established in that the Club's debt towards the Player at the date of termination was equivalent to almost 26 monthly salaries.
- The prior warning requirement is met by multiple letters and emails sent to various representatives of the Club, providing a deadline for the outstanding amounts to be paid prior to termination.
- The FIFA DRC properly applied the provisions of Swiss law that complement the RSTP in reaching its decision. The Player is not responsible for changes in the Club's administrative structure and cannot be a victim arising out of this circumstance.
- The Respondent makes the following requests for relief:

  "… the Panel is respectfully requested:

  1. *To reject the claims of Club Africain and confirm the FIFA decision dated 8 September 2016,*
  2. *To establish that Club Africain has breached the Contract of 17 August 2013,*
  3. *To condemn Club Africain to the payment of CHF 40.000 in the favour of the Respondent of the legal expenses incurred,*
  4. *To establish that the costs of the present arbitration procedure shall be borne by the Appellant".*

V. JURISDICTION

42. 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 CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement

and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.

43. Articles 57 and 58 of the FIFA Statutes (2016) grant the Player a right of appeal to CAS from a decision of the DRC. In addition, the Parties have both signed the Order of Procedure, expressly consenting thereby to CAS jurisdiction.

44. The CAS, therefore, has jurisdiction to decide this appeal.

VI. ADMISSIBILITY

45. Art. 58.1 of the FIFA Statutes (2016) states:

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.

46. Art. 58.2 of the FIFA Statutes (2016) states:

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

47. The Parties received the reasoned DRC decision from FIFA on 27 October 2016.

48. The Appellant submitted its Statement of Appeal on 17 November 2016.

49. The appeal is therefore admissible.

VII. APPLICABLE LAW

50. Article 187(1) of the Swiss Private International Law Act ("SPILA") provides as follows:

The arbitral tribunal shall decide on the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to the rules of law with which the case has the closest connection.

51. Article R58 of the Code provides more specifically as follows:

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

52. Article 57 para. 2 of the FIFA Statutes (2016) provides 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.

53. As a result, the applicable FIFA regulations and statutes will be applied primarily, and Swiss law shall apply subsidiarily.

VIII. MERITS

54. At the outset, the Sole Arbitrator notes that the Appellant considers that the DRC Decision was, at least in part, based on the acceptance of facts that were not contested by the Appellant by virtue of its absence from the DRC proceedings. Given that CAS reviews the facts and the law *de novo* further to Article R57 of the Code, including new factual allegations brought forward by the Appellant, this concern is cured by the present proceedings.

55. The questions for determination are (a) whether the Club was in breach of its payment obligations towards the Player, (b) whether the breach was of such a nature to allow termination by the Player for just cause, (c) whether the Player took the necessary steps to avoid termination (by allowing the Club to cure the breach), (d) whether the Club's political situation and its ability to manage its affairs during the relevant period is of any consequence, and (e) what (if any) amounts are due to the Player.

A. Was the Club in breach of its payment obligations to the Player?

56. The Appellant does not dispute that it was factually in arrears of payment to the Player. It rather disputes the manner in which the Player requested payment, by noting that it should have been given a 10-day opportunity to cure the breach in order to be found legally to be in arrears of its payment obligation. It cites Article 12bis para.3 RSTP, which reads as follows:

> *"In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s)".*

57. The Appellant also disputes the amount by which it was in arrears, but only to the extent that it claims that the two cheques that were given to the Player (which it contends initially could not clear by virtue of an account seizure associated with the reorganisation of the Club's administration) did in fact ultimately result in the payment of the corresponding amounts to the Player.

58. On the issue of the whether or not the Appellant was "legally" or "factually" in arrears for purposes of determining whether it was in breach, the Sole Arbitrator finds this to be beside the point. As pointed out by the Respondent, the 10-day deadline in Article 12bis para.3 RSTP applies to a determination as to whether a Club is in arrears of its payment obligations for purposes of seeking sanctions against it (whether by a player or another club) before FIFA. It presumably exists as a safeguard to ensure that debtor clubs are put on notice of their payment obligations before sanctions can be sought on this basis. The lack of a 10-day deadline in a warning letter does not mean the debt is inexistent, nor insubstantial. Indeed, it has no effect on determining whether just cause for termination exists under Article 14 RSTP.

59. As to the amount of the debt, the Appellant contends that

"the bank did not refuse the payment of the said checks for lack of money in the account but was legally unable to pay them due to a seized arrest struck in his hands and this in accordance with the law, but later the provision was reconstituted and the [R]espondent received the amount mentioned in the checks (Exhibit 5)".

Said Exhibit 5, which was not filed with the Appellant's appeal brief but was labelled as *"to be attached at short notice"*, was not produced. On the other hand, the Appellant has produced a bank statement that appears to demonstrate that funds associated with the two cheques were both credited and debited from the Player's account on the same day, giving credence to the fact that the cheques (at least initially) did not clear. Seeing as the Appellant bears the burden of proving that the funds were indeed paid to the Player and that it has not met that burden, the Sole Arbitrator deems that the amount of the debt corresponds to that stated by the Player and determined by the DRC.

B. Was the breach of such a nature to allow termination by the Player for just cause?

60. Having accepted that amount of debt towards the player corresponds to that stated by the Player and determined by the DRC (i.e. USD 178,000) it is difficult to determine that the amount is insubstantial when compared to the Player's contractual monthly salary amount.

61. The FIFA RSTP Commentary to Article 14, para. 3, states that lack of salary payments for over three months is sufficient to constitute just cause for termination by a player. DRC case law reflects a similar reasoning:

"it [the FIFA DRC] had on numerous occasions upheld the unilateral termination of an employment contract by players who had, depending on the particular circumstances on the relevant case at stake, not received their salaries for two or more months" (para. II13 DRC No 128577 of 5 December 2008).

In this case, the Player did not receive his salary from October 2015 until and including January 2016, that is to say four months, not counting the amounts owed as bonuses. This leaves little room for doubt that the breach was of such a nature that it gave the Player just cause to terminate the Contract.

C. Did the Player take the necessary steps to avoid unnecessary termination?

62. *"[T]here are two requirements for the lawful termination of the employment relationship between a player and a club on account of the late or non-payment of player's remuneration: first, the outstanding payments have to be substantial; and second, the player must give prior warning to the club"* (CAS 2009/A/1934, para. 106).

63. The rule above, which is consistently applied by CAS, is pertinent in the instant case.

64. The Player issued his first warning on 8 February 2016. It was addressed to the Club president, whose name and signature appear on the two cheques given to the Player on 31 December 2015. He followed this up with emails to Mr Mahjoub, the person he knew to be the CEO of the Club. When Mr Mahjoub responded that he would hear back from the Secretary General, the Respondent ensured that the latter was also notified of his correspondence.

65. Altogether, the Player, through his Representative, sent no fewer than four communications referring to outstanding payments and his intent to terminate in the event these were not made within a reasonable deadline. He even went so far as to tell Mr Mahjoub that he considered him to be an official representative of the Club, and that Mr Mahjoub should inform him in the event this was not the case. The Player's next communications ensured that it included Mr Majdi Khelifi (identified by Mr Mahjoud as the Secretary General who would get back to the Player about his questions). The latter did not respond.

66. It is difficult to understand how the Player's efforts to notify and warn the Club of his intent to terminate the Contract in light of the Club's breach could be found to be insufficient in light of the situation. Regardless of the state of the Club's administration (addressed at D. *infra*), the Player could not reasonably be expected to make greater efforts than he made in order to simply get paid his outstanding salary.

D. The Club's political turmoil

67. The Club holds that the situation that was caused by the sudden resignation of a number of its office-holders resulted in its inability to see to it that its interests were represented in on-going disputes, including that which resulted in the DRC Decision. It also contends that this created a force majeure situation, which accounts for its lack of response during the DRC proceedings.

68. What the Club does not hold, however, is that this situation (whether indeed it constituted force majeure or not) somehow made it impossible to meet its payment obligations with respect to its debt in favour of the Player. At the outset, it has failed to convince the Sole Arbitrator of the existence of circumstances that could have made it difficult to meet these obligations.

69. First, two exhibits to its appeal brief that ostensibly were meant to provide a record of the resignation of the members of its bureau, and records of its extraordinary general assembly, were ultimately not provided.

70. Second, even assuming that these documents exist and were sufficiently probative, they would not, in and of themselves, necessarily prove that a force majeure situation existed that would somehow sufficiently excuse their inability to pay their debts towards the Respondent. Indeed, none of the evidence provided addresses the specific question of the Club's inability to pay. Whether or not the account on which the cheques that were given to the Player contained enough funds to ensure that they would be honoured, or whether or not the accounts had been seized by operation of law in the context of the reorganization of the Club's governance, the question of its ability to pay the Player would only partially be addressed. As the CAS recently found in TAS 2016/A/4520 & CAS 2016/A/4521:

> *"The Panel is not convinced by the claim to the effect that the circumstances created by the Port Saïd incident and the subsequent stoppage of football activities in Egypt constituted force majeure given that these did not have a specific impact on [a club]'s ability to pay [a player] his salary and allowances owed. The initial lack of response by [the club] to the [p]layer's notices of default, and the fact that this argument was only articulated later on, also impair the credibility of this argument".*

71. Finally, the amount of evidence provided by the Appellant with respect to the circumstances surrounding the Club's governance at the relevant times (other than being referred to as "serious") is insufficient for the Sole Arbitrator to conclude that a second adjudication by the DRC would be any different.

E. What amounts are due to the Player?

72. Having established that there was a breach of contract that was of such a nature as to justify termination, and given that such termination occurred, it must now be established whether the amounts awarded to the Player by the DRC were correct.

73. Two points are raised by the Appellant in its challenge to the amounts it owes to the Respondent. The first is a general statement that

> *"Respondent never served the [Club] in accordance with the law".*

74. The second is an assertion (as already stated in para. 59 *supra*) that the Club's bank

> *"did not refuse the payment of the said checks for lack of money in the account but was legally unable to pay them due to a seized arrest struck in his hands and this in accordance with the law, but later the provision was reconstituted and the [R]espondent received the amount mentioned in the checks (Exhibit 5)".*

75. The first point is so general that it would be difficult to attribute any monetary value to it, were it substantiated — which it is not. The second also suffers from lack of evidence (as referred to above, the lack of the Appellant's "Exhibit 5"). In light of the Respondent's production of his bank statement that shows a credit associated with the two cheques and an equivalent debit which presumably corresponds to the result of the failed redemption of the cheques, and given the Appellant's lack of any contrary evidence, it is difficult to accept that at a later date (and presumably on the basis of the same cheques), the Respondent was able to recover the relevant amounts.

76. Therefore, the amounts owed to the Player correspond to those determined by the DRC, which he does not contest and rather seeks to confirm.

77. As a result of the foregoing, the Sole Arbitrator does not see a basis upon which to change the decision of the FIFA DRC.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Club Africain on 17 November 2016 against the decision issued by the FIFA Dispute Resolution Chamber on 8 September 2016 is dismissed.

2. The decision issued by the FIFA Dispute Resolution Chamber on 8 September 2016 is confirmed.

3. (…).

4. (…).

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