



Arbitration CAS 2014/A/3546 Manisaspor Club v. Jimmy Dixon, award of 24 September 2014

Panel: Mr Lars Hilliger (Denmark), Sole Arbitrator

Football

Termination of a contract of employment without just cause

Burden of proof under the Swiss Civil Code and CAS case law

Early termination due to a breach of contract under Article 17 of the FIFA RSTP

1. According to the general legal principle of burden of proof any party claiming a right on the basis of an alleged fact must carry the burden of proof, proving that the alleged fact is as claimed. This is in line with Article 8 of the Swiss Civil Code. In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. Therefore, the party asserting facts to support its rights has the burden of establishing them. The CAS Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence.
2. Failure by a club to pay a player's salary as agreed for an amount representing more than six months salaries means that the club has seriously neglected its financial obligations towards the player. Unless the club can discharge the burden of proof to demonstrate that the Parties had concluded a payment plan involving a deferment of the club's payment obligation, the club must be held liable for the early termination due to its breach of contract, and the player is thus, subject to Article 17, para 1 of the FIFA Regulations on the Status and Transfer of Players, entitled to receive financial compensation for breach of contract in addition to the payment of outstanding remuneration.

1. THE PARTIES

- 1.1 Manisaspor Club (the "Appellant" or "the Club") is a Turkish football club, whose headquarters are located in Manisa, Turkey. The Appellant is a member of the Turkish Football Federation, which in turn is a member organisation of the Fédération Internationale de Football Association ("FIFA").

1.2 Jimmy Dixon (the “Respondent” or the “Player”) is a Liberian professional football player born on 10 October 1981. Jimmy Dixon is currently playing with the Turkish football club Boluspor.

2. FACTUAL BACKGROUND

2.1 The elements set out below are a summary of the main relevant facts of the case as established by the Sole Arbitrator on the basis of the decision rendered by the FIFA Dispute Resolution Chamber (the “FIFA DRC”) on 12 December 2013 (the “Decision”), the written submissions of the Parties, and the exhibits filed. Additional facts may be set out, where relevant, in connection with the legal considerations of the present Award.

2.2 On 16 July 2009, the Club and the Player signed an employment contract valid as from the date of signature until 31 May 2012 (the “First Contract”).

2.3 On 24 November 2010, the Parties signed an Amendment Contract, valid for the 2010/2011 and 2011/2012 seasons (the “Amendment”).

2.4 Finally, on 24 November 2010, the Parties signed the Professional Football Player Contract valid as from 1 June 2012 until 31 May 2013 (the “Second Contract”).

2.5 According to the Amendment, the Player was entitled to receive, inter alia, for the 2011/2012 season the amount of EUR 100,000 as “*Transfer advance payment*”, payable on or before 30 August 2011; twelve monthly equal instalments of EUR 10,000 each, payable between 5 August 2011 and 5 July 2012 as well as per match payments with a potential maximum entitlement of EUR 150,000 for the 2011/2012 season (EUR 4,411 per match, equivalent to 100% of the per match payment times 34 matches in the 2011/2012 season).

2.6 Moreover, the Amendment stipulated that (1) the Player would receive 100% of the per match payment if he played in the squad of first eleven; (2) that he would receive 75% of the per match payment if he was nominated in the squad of eighteen and participated during the game; and (3) 50% of the per match payment, for matches in which he was nominated in the squad of eighteen but did not participate in the game. The player was not entitled to any per match payment if he was not nominated in the squad.

2.7 According to the Second Contract, the Player was entitled to receive from the club, inter alia, for the 2012/2013 season, a maximum remuneration of EUR 370.000 as follows: “*Transfer Advance Payment*” in the amount of EUR 100,000, payable on or before 30 August 2012; twelve monthly equal instalments of EUR 10,000 each, payable between 5 August 2012 and 5 July 2013 as well as per match payment with a maximum potential entitlement of EUR 150,000 depending on the starting lineup and the Player’s participation during the matches in accordance with the principle already described above in para 2.6.

- 2.8 By letter of 22 March 2012, the Player stated that the Club was in default in payment of the total amount of EUR 110,000, which, according to the Player, the Club had not paid to the Player in accordance with the provisions of the contracts.
- 2.9 On 9 April 2012, and without having received any answer from the Club, the Player forwarded to the Club his second request for payment of the outstanding amount, i.e. EUR 134,170, which request also remained unanswered.
- 2.10 By letter of 24 April 2012, the Player terminated the employment relationship in writing.
- 2.11 On 8 May 2012, the Player lodged a claim against the Club before the FIFA for breach of contract requesting the payment of EUR 534,170, which claim was detailed as follows:
- a) EUR 134,170 relating to the outstanding salaries for the 2011/2012 season:
 - “*Transfer advance payment*” (cf. the Amendment) EUR 100,000
 - Monthly salaries as from August 11 to April 12 EUR 90,000
 - Per match credits corresponding to 27 league games EUR 109,170
 - Amount already paid (Oct 11 – March 12) EUR -165,000
 - b) EUR 400,000 as compensation for breach of contract:
 - Monthly salaries May 12- July 12 EUR 30,000
 - “*Transfer payment*” for the 2012/2013 season EUR 370,000
- 2.12 Furthermore, the Player requested the payment of 5% in legal interests on the amount of EUR 134,170 accrued as from the date on which the claim was lodged.
- 2.13 In its answer to the FIFA, the Club held that the amount due to the Player did not correspond to the sum claimed, since “*based on the Professional Player Contract signed on 16 July 2009 and other amendment contracts*” the Player had been paid the amount of EUR 753,178.
- 2.14 On account of the above, the Club maintained that the sum actually owed to the Player only amounts to EUR 65,976.
- 2.15 Moreover, the Club alleged that it had acted in good faith, while the Player on the other hand had acted in bad faith and left the Club due to the Club’s relegation to a lower division.
- 2.16 After having terminated the employment relationship with the Club, the Player signed an employment contract with the Swedish football club BK Häken on 26 August 2012 (the “BK Häken Contract”).

- 2.17 According to the BK Häken Contract, valid as from 27 August 2012 until 30 November 2012, the Player was entitled to receive, inter alia, a monthly salary of Swedish Kroner (SEK) 50,000 as well as a monthly allowance of SEK 750 for food “*after practice each month at the club*”.
- 2.18 Furthermore, on 7 January 2013 the Player signed an agreement with the Turkish football club, Boluspor Sports Club, valid as from 7 January 2013 until May 2014, (the “Boluspor Contract”) according to which the Player was entitled to receive, inter alia, an advance payment in the total amount of EUR 28,000 as well as four equal instalments of EUR 18,000 each, payable at the end of January, March, April and May 2013, respectively.
- 2.19 In the decision, the FIFA DRC first of all acknowledged that the central issue in the matter at stake was to determine whether the Player had just cause to terminate the employment relationship with the Club on 24 April 2012, and if so, the consequences thereof.
- 2.20 In this regard, the FIFA DRC emphasised that, according to the Player, at the time of the termination of the employment relationship on 24 April 2012, the total amount of EUR 134,170 was yet to be paid by the Club. However, the FIFA DRC found that the Player failed to provide a breakdown of the specific contractual financial obligations included in said amount and therefore it was not clear which (monthly) remuneration was included in this amount. Furthermore, and with regard to the claim related to match bonuses, the FIFA DRC found that the Player failed to provide evidence of the matches he allegedly played.
- 2.21 On the other hand, the FIFA DRC duly noted that the Club admitted that outstanding salaries and match bonuses in the total amount of EUR 65,976, the details of which were not specified by the Club, had not been paid to the Player by the Club.
- 2.22 Based on that, and with reference to the legal principle of the burden of proof, the FIFA DRC found that the Player had not lifted the burden of proof demonstrating that he was entitled to receive the additional sum of EUR 68,194, i.e. EUR 134,170 minus EUR 65,976, which amount has not been acknowledged by the Club as outstanding. This part of the Player’s claim, therefore, was rejected.
- 2.23 Furthermore, and irrespective of the above, the FIFA DRC decided to reject the Club’s argument that it had already paid to the Player the amount of EUR 754,178, since such payment was not documented before the chamber.
- 2.24 Based on that, the FIFA DRC established that a considerable part of the Player’s remuneration, i.e. EUR 65,976, which represents more than six monthly salaries for the Player, had become due and remained outstanding at the time of the termination of the employment relationship by the Player. Consequently, the FIFA DRC concurred that the Club had seriously neglected its financial contractual obligations towards the Player.

- 2.25 On this account and taking into consideration its longstanding jurisprudence in this respect, the FIFA DRC found that the Player had just cause to unilaterally terminate the employment relationship on 24 April 2012 and that the Club is to be held liable for this early termination.
- 2.26 The FIFA DRC then continued by stressing that the Club must fulfil its obligations towards the Player in accordance with the principle of *pacta sunt servanda* and thus is liable to pay the outstanding amount of EUR 65,976 to the Player.
- 2.27 Furthermore, the FIFA DRC took into consideration Article 17 para 1 of the Regulations of the Status and Transfer of Players – 2012 edition (the “Regulations”) when deciding that the Player was entitled to receive compensation for breach of contract in addition to any outstanding salaries.
- 2.28 Since the employment contracts signed between the Parties did not contain any provision regarding a compensation payable by a party in the event of breach of contract, the FIFA DRC found that the amount of compensation payable by the Club to the Player had to be assessed by applying the other parameters set out in Article 17 para 1 of the Regulations, stressing, however, that the enumeration of criteria in the said article is non-exhaustive.
- 2.29 Proceeding with the calculation of the amounts payable to the Player under the terms of the employment contracts signed between the Parties as from the date of termination of the employment relationship, i.e. 24 April 2012 until 31 May 2013, the FIFA DRC found that the Player was entitled to receive EUR 260,000 in remuneration and transfer advance payments according to the said contracts.
- 2.30 The FIFA DRC then took due note of the employment situation of the Player after the termination of the employment relationship with the Club and of the relevant new employment contracts that the Player had entered into by which he was able to reduce his loss of income. According to the constant practice of the FIFA DRC, any remuneration under such new employment contract(s) shall be taken into consideration in the calculation of the amount of compensation for breach of contract in connection with the player’s general obligation to mitigate his damages.
- 2.31 Thus, taking into account the contract signed between the Player and the Swedish football club BK Häken on 26 August 2012 and the agreement with the Turkish football club, Boluspor Sports Club, the FIFA DRC established that these employment contracts enabled the Player to earn an income of EUR 118,405 for the period as from 27 August 2012 until 31 May 2013.
- 2.32 Based on that the foregoing, on 12 December 2013, the FIFA DRC rendered its decision and decided that:

“1. The claim of the Claimant, Jimmy Dixon, is partially accepted.”

2. *The Respondent, Manisaspor Kulübü Derneği, is ordered to pay to the Claimant, within 30 days as from the date of notification of this decision, the amount of EUR 65,976, plus interest of 5% p.a. as of 8 May 2012 until the date of effective payment.*

3. *The Respondent has to pay to the Claimant compensation for breach of contract in the amount of EUR 141,595 within 30 days as from the date of notification of this decision.*

4. *In the event that the above-mentioned amounts due to the Claimant are not paid by the Respondent within the stated time limits, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for its consideration and a formal decision.*

5. *Any further claim lodged by the Claimant is rejected.*

...”

3. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

3.1 On 1 April 2014, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “CAS Code”).

3.2 In its Statement of Appeal, the Appellant requested that a sole arbitrator be appointed by the President of the Appeals Arbitration Division in accordance with R50 of the CAS Code.

3.3 On 11 April 2014, the Appellant filed its Appeal Brief in accordance with R51 of the CAS Code.

3.4 By letter of 14 April 2014, the Respondent informed the CAS Court Office, inter alia, that it “do not accept the request of the applicant for a sole arbitrator. We request that this case should be dealt with by a panel composed three arbitrators”.

3.5 By letter dated 14 April 2014, the CAS Court Office informed the Parties that it would be up to the President of the CAS Appeals Arbitration Division or his Deputy to issue a decision on the numbers of arbitrators, since the Parties did not agree on that matter.

3.6 On 26 June 2014, and following the Appellant’s payment of the advance of costs in this matter, the Respondent filed its Answer in accordance with Article R55 of the Code.

3.7 By letter of 2 July 2014, the Parties were informed by the CAS Court Office that Mr Lars Hilliger, Attorney-at-Law, Copenhagen, Denmark had been appointed as Sole Arbitrator by the President of the CAS Appeals Arbitration Division.

3.8 On 8 August 2014, and without any answers from the Parties on whether they preferred a hearing or not to be held, the CAS Court Office informed the Parties that the Sole Arbitrator

deemed himself sufficiently well informed to decide the case and render an award based solely on the written submissions received without holding a hearing in accordance with Article R57 of the CAS Code.

- 3.9 On 20 August 2014, the CAS Court Office sent to the Parties an Order of Procedure, which was signed and returned on 20 August 2014 by the Respondent and on 25 August 2014 by the Respondent.

4. JURISDICTION OF THE CAS AND ADMISSIBILITY OF THE APPEAL

- 4.1 Article R47 of the CAS Code states as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with the 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 the said sports-related body.

...”

- 4.2 With respect to the Decision, the jurisdiction of the CAS derives from art. 67 of the FIFA Statutes. In addition, neither the Appellant nor the Respondent objected to the jurisdiction of the CAS, and both Parties confirmed the CAS’s jurisdiction when signing the Order of Procedure.
- 4.3 Separately, in accordance with Article 67.1 of the FIFA Statutes, *“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”*.
- 4.4 The Decision with its grounds was notified to the Appellant on 12 March 2014, and the Appellant’s Statement of Appeal was lodged on 1 April 2014, i.e. within the statutory time limit set forth by the FIFA Statutes, which is not disputed. Furthermore, the Statement of Appeal and the Appeal Brief complied with all the requirements of Articles R48 and R51 of the CAS Code.
- 4.5 As a result, the Sole Arbitrator finds that the CAS has jurisdiction to decide on the Appeal of the Decision and that the appeal of the Decision is admissible.
- 4.6 Under Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law and may issue a de novo decision superseding, entirely or partially, the decision appealed against.

5. APPLICABLE LAW

- 5.1 Art. 66 par. 2 of the FIFA Statutes states 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”.

5.2 Article R58 of the CAS Code states 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

5.3 The Sole Arbitrator notes that, in the present matter, the Parties have not agreed on the application of any specific national law. The applicable law in this case will consequently be the rules and regulations of FIFA and, additionally, Swiss law due to the fact that FIFA, which issued the challenged decision, is domiciled in Switzerland.

6. THE PARTIES’ REQUESTS FOR RELIEF AND POSITIONS

6.1 The following outline of the Parties’ requests for relief and positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions and evidence filed by the Parties with the CAS, even if there is no specific reference to those submissions or evidence in the following summary.

6.2 The Appellant

6.2.1 In its Statement of Appeal and Appeal Brief, the Appellant requested the CAS:

1. *To decide that the amount of compensation determined by the FIFA DRC in the Decision must be declined or at least that the amount of compensation must be decreased;*
2. *To establish that the costs of the arbitration procedure shall be borne by the Respondent.*

6.2.2 In support of its requests, the Appellant submitted the following:

- a) Between 16 July 2009, when the Parties signed the First Contract, and 24 April 2012, when the Player terminated the employment relationship, the Club paid to the Player a total amount of EUR 754,178.
- b) The outstanding amount payable to the Player by the Club prior to the termination was only EUR 65,076.
- c) The Player was acting in bad faith when claiming that the outstanding payable amount was EUR 134,170.

- d) This act of bad faith by claiming a fictional amount was the main reason that the Club disputed the claim.
- e) The Club never contested that the amount of EUR 65.076 was payable to the Player.
- f) The total amount of EUR 754,178 already paid to the Player in accordance with the contracts signed between the Parties was equal to 92% of the total amount to be paid by the Club.
- g) In April 2012, the Player orally accepted a payment plan but never actually respected this agreement.
- h) The Player's termination of the employment relationship only a few weeks later was an action based on bad will and was only effectuated because the Club was relegated to a lower division.
- i) Based on the amount already paid by the Club to the Player during the period of the employment relationship, the fact that the Club was always acting in the best interest of the Player and the fact that the Player was acting in bad faith when terminating the employment relationship, the amount of compensation that the Club was ordered to pay to the Player as compensation should be annulled or at least decreased.

6.3 The Respondent

6.3.1 In his Answer, the Respondent requested the CAS to confirm the Decision.

6.3.2 In support of its request, the Respondent submitted as follows:

- a) According to the Decision, the amount of EUR 65.976 was payable by the Club to the Player at the time of the Player's termination of the employment relationship.
- b) Based on that, the Player terminated the employment relationship with the Club with just cause.
- c) The Player maintains that the actual outstanding amount payable deferring from the contracts signed by the Parties is EUR 134,170; however, the Player did not appeal the Decision in order to obtain the outstanding amount.
- d) The fact that the Player originally claimed the amount of EUR 134,170 from the Club does not in any way result in the termination due to breach of contract being without just cause or being made in bad faith.
- e) In its appeal brief of 11 April 2014, the Club confirms that the amount of EUR 65,076 is payable by the Club to the Player.
- f) According to the Decision, the outstanding amount payable is EUR 65.976, and not EUR 65.076 as mistakenly submitted by the Club.
- g) Thus, it is undisputed between the Parties, that the amount of 65,976 is payable by the Club as outstanding remuneration according to the contracts signed by the Parties.

- h) Since the employment relationship was terminated with just cause by the Player, the Player is entitled to receive compensation for breach of contract calculated in accordance with the provisions of Article 17 para 1 of the Regulations.
- i) The FIFA DRC correctly determined the amount of compensation to the Player based on objective criteria in accordance with this provision and based on concrete facts and evidence.
- j) The Club did not submit any evidence to support its request, why the main purpose of the appeal must be seen as only buying time and postponement of the payment.
- k) The amount of compensation amounting to EUR 141,565 as calculated by the FIFA DRC in the Decision must be confirmed.

7. DISCUSSION ON THE MERITS

- 7.1 Initially, the Sole Arbitrator notes that it is undisputed between the Parties that the Club is obligated to pay the outstanding amount to the Player under the contracts concluded between the Parties. In the Decision, this amount has been fixed at EUR 65,976, which the Player has not appealed to the CAS. The Sole Arbitrator is aware that the Club acknowledges owing EUR 65,076 to the Player in its Appeal Brief. However, since the Club at no point has accounted for the obvious difference between these two amounts to the CAS, and considering the circumstance that the Sole Arbitrator finds it probable that this is a “clerical mistake”, since the Club acknowledged to the FIFA DRC that it owed EUR 65,976, it is assumed in the following that it is undisputed between the Parties that the Club is obligated to pay the outstanding remuneration to the Player totalling EUR 65,976 under the contracts concluded between the Parties.
- 7.2 Against this background, the Sole Arbitrator must assess whether the Player’s termination of the employment relationship was made with just cause, and, if this is the case, whether and to which extent the Player will then be entitled to receive financial compensation from the Club for breach of contract.
- 7.3 The Sole Arbitrator refers to the general legal principle of burden of proof, according to which any party claiming a right on the basis of an alleged fact must carry the burden of proof, proving that the alleged fact is as claimed. The Sole Arbitrator notes that this is in line with Article 8 of the Swiss Civil Code (“Swiss CC”), which stipulates as follows: *“Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact”*. As a result, the Sole Arbitrator reaffirms the principle established by CAS jurisprudence that *“in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some facts and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”* (cf. CAS 2003/A/506, para. 54; CAS 2009/A/1810 & 1811, para. 46 and CAS 2009/A/1975, para. 71ff).

- 7.4 As already accounted for, it was undisputed during the case that the Club was in breach of the employment relationship with the Player by failing to pay the Player's salary as agreed and that the total outstanding amount at the time of the termination of the employment relationship totalled EUR 65,976.
- 7.5 The Sole Arbitrator agrees with the FIFA DRC that this amount constitutes a considerable part of the Player's remuneration, i.e. it represents more than six monthly salaries for the Player. Accordingly, the Sole Arbitrator considers it documented that the Club has seriously neglected its financial obligations towards the Player.
- 7.6 The Sole Arbitrator duly notes that the Club states that the outstanding amount only constitutes a small part of the total remuneration paid to the Player by the Club, and the Club submits that the Player's termination has not been made with just cause since the Player, acting in bad faith, originally submitted a claim for the Club to pay EUR 134,170, a claim which the FIFA DRC later reduced significantly in the Decision. Finally, the Sole Arbitrator notes that the Club asserts that a payment plan had been negotiated with the Player, thus ruling out that termination could be made with just cause.
- 7.7 However, the Sole Arbitrator does not find that the Club in any way has discharged the burden of proof to demonstrate that the Parties had concluded such a payment plan involving a deferment of the Club's payment obligation. Similarly, the Sole Arbitrator does not find that the FIFA DRC's reduction of the claim originally raised against the Club by the Player implies that the outstanding amount not in dispute could not constitute an adequate basis for terminating the employment relationship with just cause due to the Club's breach of its payment obligation to the Player.
- 7.8 Against this background, the Sole Arbitrator agrees with the FIFA DRC that the Player had just cause to unilaterally terminate the employment relationship and that the Club is to be held liable for the early termination due to its breach of contract, and the Player is thus, subject to Article 17, para 1 of the Regulations, entitled to receive financial compensation for breach of contract in addition to the above-mentioned payment of outstanding remuneration.
- 7.9 According to said article: *"...unless provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining in the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract), and whether the contractual breach falls within the protected period"*.
- 7.10 Initially, the Sole Arbitrator notes that the Player did not appeal the Decision, which is why the Sole Arbitrator is unable to consider whether the Player may be entitled to receive a higher compensation amount than determined by the FIFA DRC in the Decision, EUR 141,595. Accordingly, it only needs to be considered whether this amount must be reduced or annulled all together.

- 7.11 Next, the Sole Arbitrator notes that in the Decision, the FIFA DRC states that the compensation has been calculated subject to Article 17, para 1 of the Regulations. In accordance with this, the Sole Arbitrator finds that the calculation includes the amounts which the Player would have been entitled to receive from the Club under the contracts concluded, just as the FIFA DRC has considered the amounts which the Player received under the BK Häken Contract and the Boluspor Contract in its calculations.
- 7.12 The Sole Arbitrator further notes that the Club has not provided any proof or otherwise demonstrated to the CAS that the FIFA DRC's calculation is wrong or based on misrepresentations.
- 7.13 Against this background, and since the Sole Arbitrator generally agrees with the FIFA DRC in its considerations and calculations, the Sole Arbitrator finds no reason to disregard the compensation amount determined in the Decision, which the Club is obligated to pay to the Player.
- 7.14 In conclusion, the Sole Arbitrator notes that the Club has made no objections to the interest due on the outstanding remuneration, and therefore confirms this as such.

8. SUMMARY

- 8.1 Based on the foregoing and after taking into consideration all the evidence produced and all arguments made, the Sole Arbitrator finds that the Appellant shall pay to the Respondent an amount of EUR 207,571, of which EUR 65,976 will carry interest at the rate of 5 per cent p.a. as from 8 May 2012 until payment is made.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by Manisaspor Club on 1 April 2014 against the decision rendered by the FIFA Dispute Resolution Chamber on 12 December 2013 is dismissed.
 2. The decision rendered by the FIFA Dispute Resolution Chamber on 12 December 2013 is upheld.
- (...)
5. Any further and other claims for relief are dismissed.