



Arbitration CAS 2016/A/4389 Al Hilal Saudi Club v. Youssef El Arabi, award of 31 March 2016

Panel: Mr Manfred Peter Nan (The Netherlands), Sole Arbitrator

Football

Termination of an employment contract

Counterclaim

Calculation of time limits

Missing player's account as a reason for the non-payment by the club

1. **There is no right to counterclaim, unless specifically provided in the applicable rules. In the absence of such right to counterclaim being adopted in the CAS Code, or other possibly applicable regulations, a counterclaim submitted at the late stage of the filing of the answer to an appeal cannot be admitted.**
2. **Pursuant to article 16 para. 7 of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, the day on which a deadline is set is not counted when calculating the time limit. The deadline to file a claim with FIFA does not end at close of business, but, pursuant to article 16 para. 2 of the FIFA Procedural Rules, at midnight on the final day of the set period.**
3. **A club cannot claim that the reason for not paying the player was that it did not have the player's account at its disposal, when such player was already employed by the club for nearly a year at the time the parties agreed to terminate their employment relationship. Even if this were true, it would have been for the club to contact the player and to ask him to provide his bank details in order to proceed with the payments.**

I. PARTIES

1. Al Hilal Saudi Club (hereinafter: the "Appellant" or the "Club") is a football club with its registered office in Riyadh, Kingdom of Saudi Arabia. The Club is registered with the Saudi Arabian Football Federation (hereinafter: the "SAFF"), which in turn is affiliated to the *Fédération Internationale de Football Association* (hereinafter: "FIFA").
2. Mr Youssef El Arabi (hereinafter: the "Respondent" or the "Player"), is a professional football player of French nationality.

A. Background Facts

3. Below is a summary of the main relevant facts, as established on the basis of the parties' written submissions and the evidence examined in the course of the present appeal arbitration proceedings. This background is made for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

4. On 13 July 2011, the Player and the Club entered into an employment contract (hereinafter: the "Employment Contract"), valid from 17 July 2011 until 16 July 2015.

5. The Employment Contract contains, *inter alia*, the following relevant terms:

"19. The Club shall pay to the player during the term of this contract the following payments:

- a. Monthly salary. The player will be paid a monthly salary at the end of each (Gregorian) month of an amount of Euro 200.000 for the 1st and 2nd years and Euro 241.686 for the 3rd and 4th years [...]*
- b. Housing allowance: [...]*
- c. Transportation allowance: [...]*
- d. Other allowances and compensations to be paid by the club to the player: [...]"*

6. On 10 July 2012, the Player and the Club concluded a "Release Agreement" (hereinafter: the "Termination Agreement") by which they terminated the Employment Contract and agreed on the definitive transfer of the Player to Granada FC, a football club with its registered headquarters in Granada, Spain.

7. The Termination Agreement contains, *inter alia*, the following relevant terms:

"2. The Club shall pay the Player the following amounts, which represent all due amounts of the Player on the Club:

- a) 500,000 Euros by November 1, 2012;*
- b) 750,000 Euros by January 10, 2013;*
- c) 500,000 Euros by July 15, 2013;*
- d) 500,000 Euros by December 10, 2013*
- e) 47,500 Euros upon Al Hilal actually receives the second instalment from Granada FC for the Player's transfer;*
- f) 200,000 Euros upon Al Hilal actually receives the second instalment from Granada FC for the Player's transfer".*

8. On 30 October 2014, in the absence of any of the above payments, the Player, by means of his counsel, sent the Club a formal notice by fax, and informed it that in case of failure to pay the total amount of EUR 2,497,500 within 24 hours, he would initiate legal action.

B. Proceedings before the Dispute Resolution Chamber of FIFA

9. On 31 October 2014, the Player lodged a claim against the Club with the FIFA Dispute Resolution Chamber (hereinafter: the “FIFA DRC”), requesting the payment of EUR 2,747,000. In particular, the Player claimed:
- EUR 2,497,500 as agreed in the Termination Agreement, plus interest of 5% *p.a.*;
 - EUR 250,000 as compensation for damages.
10. Although the Club complained about the short deadline given by the Player to comply with its obligations, it only rejected the claim lodged by the Player with regard to the first instalment amounting to EUR 500,000, alleging that this amount is time barred. The Club further argued that it had not paid the Player because he had not provided the Club with his bank details.
11. On 20 March 2015 and following FIFA’s invitation, the Player and the Club concluded a “*Settlement Agreement*” (hereinafter: the “*Settlement Agreement*”).
12. The Settlement Agreement contains, *inter alia*, the following relevant terms:

“Article 1 – Settlement and Payment

1.1 *The Player and the Club hereby settle and resolve all claims that they have formulated in the Claim before the DRC or that they may have against each other under the Employment Contract or in connection with the Release Agreement as set forth herein and the Player that the payment of the full amount in Article 1.2 of this Settlement Agreement is in full and final settlement of his claim against the Club, in particular the claim submitted to the DRC on 31st October 2014.*

1.2 *The Club recognizes that it owes the Player the contractual amount of 2,497,500 € [...] and expressly waives any challenge regarding the principle or the amount of such sum, but requests that the payments be paid on a staggered basis instead of one sole payment as requested by the Player in his claim when he referred to the DRC.*

The Player accepts the principle of staggered payments provided however that the full amount due is paid over a short period of time.

In exchange for a swift settlement of their dispute and the Claim, the Player is prepared to waive his other demands for damages submitted before the DRC under the Claim.

1.3 *In order to settle their dispute, the Parties agree that the Club shall pay to the Player a total amount of 2,497,500 € [...] (the “Settlement Payment”).*

[...]

1.4 *The Settlement Payment shall be made as follows:*

- a) 500,000 € [...], on 20th April 2015;
- b) 750,000 € [...], on 20th May 2015;
- c) 500,000 € [...], on 20th June 2015;
- d) 747,500 € [...], on 20th July 2015.

[...]

1.5 *If the Club fails to pay any amount on its due date, for any reason whatsoever, the entire unpaid balance of the Settlement Payment shall become automatically immediately due and payable by the Club, without notice to or demand upon the Club or the taking of any other form of legal action. Upon such failure, the Player shall have all the rights and remedies with respect to the Settlement Payment as described herein and/or otherwise provided by law.*

[...]

2.3 *In the event that the Club does not respect any of its obligations contained in this Settlement Agreement, the Player shall immediately inform without delay the DRC of such a failure. The Club acknowledges and accepts that in such circumstance, the Player will request the DRC to reopen the case submitted on 31st October 2014 on the basis of the Original Claim, including his claims for damages”.*

13. On 26 May 2015, the Player informed FIFA that, in spite of the attempt to settle the matter amicably, he did not receive any payment from the Club and never received any reply to his numerous reminders. As a consequence, the Player asked FIFA to resume the case in accordance with article 2.3 of the Settlement Agreement and obtain a decision “*based on his initial claim, taking into consideration the Settlement Agreement and the several existing correspondences as well*”.

14. On 13 August 2015, the FIFA DRC rendered its decision (hereinafter: the “*Appealed Decision*”), with the following operative part:

1. *“The claim of [the Player] is partially accepted.*
2. *The [Club] has to pay to the [Player], within 30 days as from the date of notification of this decision, outstanding remuneration in the amount of EUR 2,497,500, plus 5% interest p.a. until the date of effective payment as follows:*
 - a. *5% p.a. as of 2 November 2012 on the amount of EUR 500,000;*
 - b. *5% p.a. as of 11 January 2013 on the amount of EUR 750,000;*
 - c. *5% p.a. as of 16 July 2013 on the amount of EUR 500,000;*
 - d. *5% p.a. as of 11 December 2013 on the amount of EUR 500,000;*
 - e. *5% p.a. as of 14 July 2013 on the amount of EUR 247,500.*

3. *In the event that the aforementioned sum plus interest is not paid within the stated time limit, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.*
 4. *Any further claim lodged by the [Player] is rejected.*

[...]”
15. On 18 December 2015, the grounds of the Appealed Decision were communicated to the parties, determining, *inter alia*, the following:
- *With regard to the Settlement Agreement, the FIFA DRC stressed that “in accordance with art. 2.3 of the settlement agreement [...], in case of non-compliance of the [Club] with any of the payments therein established, the player shall be entitled to “re-open” his original claim lodged at FIFA on 31 October 2014. In view of the club’s non-compliance with the settlement agreement, in spite of the [Player’s] reminders, as well as of the clear wording of art. 2.3 of such agreement, the Chamber concluded that the legal document at the basis of the present dispute is the termination agreement of 10 July 2012”.*
 - *In continuation, the FIFA DRC noted that “the [Club] did not provide any valid reason not to comply with its obligations towards the [Player] as per the termination agreement.*
 - *On account of the aforementioned considerations, the Chamber decided that in accordance with the general legal principle of pacta sunt servanda, the [Club] is liable to pay to the [Player] the amount of EUR 2,497,000 in accordance with the termination agreement.*
 - *With regard to the [Player’s] claim for EUR 250,000 as compensation for damages, the Chamber concluded that it must be rejected due to its lack of any contractual or regulatory basis.*
 - *The DRC concluded its deliberations in the present matter by establishing that any further claim of the [Player] is rejected”.*

II. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

16. On 7 January 2016, the Club lodged a Statement of Appeal with the Court of Arbitration for Sport (hereinafter: the “CAS”) in accordance with Article R48 of the Code of Sports-related Arbitration (2016 edition) (hereinafter: the “CAS Code”). In this submission, the Club requested that the present case be submitted to a sole arbitrator.
17. On 16 January 2016, the Club filed its Appeal Brief in accordance with Article R51 of the CAS Code. The Club challenged the Appealed Decision, submitting the following requests for relief:
- “6.1 *The Appeal of the Appellant is admissible; and*
 - 6.2 *The decision under appeal is set aside partially.*

- 6.3 *To consider the time limit of the payment with an amount of Five Hundred Thousand Euros (500,000 €) dated 01 November 2014 is elapsed”.*
18. On 18 January 2016, the Player informed the CAS Court Office to have no objection against the appointment of a sole arbitrator.
19. On 27 January 2016, FIFA renounced its right to request its possible intervention in the present arbitration proceedings.
20. On 5 February 2016, the Player filed his Answer in accordance with Article R55 of the CAS Code. The Player submitted the following requests for relief:

“In the light of FIFA Regulations, CAS Code and general principles of law,

As an interim measure and under prompt decision of the President of the Court of Arbitration for Sport (in accordance with article R52 of the CAS Code)

- *Promptly order the Club to execute the FIFA DRC Decision and immediately pay to the Player a total amount of 2,497,500 € (Two Million Four Hundred Ninety Seven Thousand and Five Hundred Euros) + 5% interest p.a. until the date of effective payments as provided under Point III.2 of the FIFA DRC Decision.*
- *Order that, from the date of reception of such prompt decision by CAS President, the Club will be fined 3,000 € (Three Thousands Euros) per day of delay, until the effective and full payment of the due amount.*

In substance,

- *Confirm that the initial claim of the Player to the FIFA DRC is valid;*
- *Confirm that the Club has violated its contractual obligations toward the Player;*
- *Confirm that the Club has acted with bad faith, and, in consequence;*
- *Confirm the FIFA Dispute Resolution Chamber decision rendered on 13 August 2015 in the attribution of a total amount of 2,497,500 € (Two Million Four Hundred Ninety Seven Thousand and Five Hundred Euros) + 5% interest p.a. until the date of effective payments, as provided under Point III.2 of the FIFA DRC Decision.*
- *Order the Club to pay immediately to the Player the amount of 2,497,500 € ((Two Million Four Hundred Ninety Seven Thousand and Five Hundred Euros), plus the default interests at a rate of 5% p.a. until the date of effective payments, as provided under Point III.2 of the FIFA DRC Decision.*
- *Order the Club to pay immediately to the Player the amount of 500,000 € (Five Hundred Thousand Euros) as damages for the prejudice caused by the Club’s bad faith, as well as the abusive and dilatory character of its appeal.*

- *Order the Club to pay immediately to the Player the amount of 50,000 € (Fifty Thousand Euros) as a contribution towards its legal fees.*
 - *Order the Club to reimburse immediately the Player the amount of 30,000 CHF (Thirty Thousand Swiss Francs) for the reimbursement of the arbitration procedure costs.*
 - *Pronounce the immediate execution of its arbitration decision”.*
21. On 12 February 2016, in accordance with Article R54 of the CAS Code, and on behalf of the President of the CAS Appeals Arbitration Division, the CAS Court Office informed the parties that the arbitral tribunal appointed to decide the present matter was constituted by:
 - Mr Manfred Peter Nan, Attorney-at-Law in Arnhem, the Netherlands, as Sole Arbitrator
 22. On 13 February 2016, the Club informed the CAS Court Office that it did not deem a hearing necessary and preferred that an award be rendered on the basis of the written submissions.
 23. On 15 February 2016, the Player informed the CAS Court Office that he left it to the Sole Arbitrator to decide whether to hold a hearing or to render an award on the basis of the written submissions.
 24. On 23 February 2016, upon the Player’s request for immediate execution of the amounts awarded to him in the Appealed Decision, the CAS Court Office, on behalf of the Sole Arbitrator, advised the Player that, according to CAS jurisprudence, a decision of a financial nature issued by a private Swiss association is not enforceable while under appeal. In view of such jurisprudence, the Player’s interim request that the Club be immediately ordered to enforce the Appealed Decision shall be dismissed.
 25. On the same date, the CAS Court Office informed the parties that the Sole Arbitrator, in accordance with Article R57 of the CAS Code, had decided not to hold a hearing and to render an award on the basis of the written submissions.
 26. On 4 and 6 March 2016 respectively, the Player and the Club returned duly signed copies of the Order of Procedure to the CAS Court Office, expressly confirming that their right to be heard had been fully respected.
 27. The Sole Arbitrator confirms that he carefully heard and took into account in his decision all of the submissions, evidence, and arguments presented by the parties, even if they have not been specifically summarised or referred to in the present arbitral award.

III. SUBMISSIONS OF THE PARTIES

28. The Club's submissions, in essence, may be summarised as follows:

- The Club admits that it was obliged to pay the Player the instalments as agreed upon in the Termination Agreement, but argues that the Player not only failed to provide the Club with his bank account, but also did not remind the Club regarding the due payments.
- The Club stresses that the letter sent by the Player's representative dated 30 October 2014 was not accompanied by a Power of Attorney, only gave the Club 24 hours to proceed with the payments and ignored the business days in the Club's country.
- The Club argues that the first instalment in the amount of EUR 500,000 fell due on 1 November 2012 and because the Player lodged its claim with FIFA only after business hours on 31 October 2014, the claim regarding this first instalment is time-barred, pursuant to article 25 of the FIFA Regulations on the Status and Transfer of Players (hereinafter: the "FIFA Regulations").
- Finally, the Club submits that the Settlement Agreement is of no relevance to the present dispute and argues that the present dispute shall be decided "*on the basis of the original claim*".

29. The Player's submissions, in essence, may be summarised as follows:

- The Player refers to article 25 of the FIFA Regulations and article 16 of the FIFA Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: the "FIFA Procedural Rules") and insists that his claim lodged with FIFA on 31 October 2014 was in time as "*the first event giving rise to the dispute is dated 1 November 2012*" and "*[t]he prescription period to submit a claim to FIFA DCR, regarding the first payment, is therefore ending on 1 November 2014, at midnight*".
- The Player also refers to the legal principle of *pacta sunt servanda* and maintains that the Club has to fulfil its payment obligations agreed upon in the Termination Agreement, which obligations were also confirmed in the Settlement Agreement.
- Finally, the Player argues that the Club has to pay an additional amount of EUR 500,000 to the Player for damages "*as a consequence of its particular bad faith all along the procedure, as well as for the prejudice caused by the abusive and dilatory nature of its appeal with the CAS*".

IV. JURISDICTION

30. The jurisdiction of CAS, which is not disputed, derives from Article 67(1) of the FIFA Statutes as it determines that "*[a]ppeals 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” and Article R47 of the CAS Code.

31. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by the parties.
32. It follows that CAS has jurisdiction to adjudicate on and decide the present dispute.

V. ADMISSIBILITY

33. The appeal was filed within the 21 days set by Article 67(1) of the FIFA Statutes (2014 edition). The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.
34. It follows that the appeal is admissible.

VI. APPLICABLE LAW

35. Article R58 of the CAS Code provides the following:

“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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

36. The Club submits that the FIFA Regulations and the FIFA Procedural Rules shall apply to the merits of this dispute.
37. The Player maintains that the various regulations of FIFA and “*the general principles of law*” shall apply to the merits of this dispute.
38. The Sole Arbitrator observes that Article 66(2) of the FIFA Statutes stipulates the following:

“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”.

39. As such, the Sole Arbitrator is satisfied to primarily apply the various regulations of FIFA and subsidiary the application of Swiss law should the need arise to fill a possible gap in the various regulations of FIFA.

VII. PRELIMINARY ISSUE: THE ADMISSIBILITY OF THE PLAYER'S COUNTERCLAIM

40. The Sole Arbitrator observes that the Player requested FIFA to be granted EUR 250,000 “*as compensation for damages*”. The FIFA DRC concluded that this part of the Player’s claim “*must be rejected due to its lack of any contractual or regulatory basis*”.
41. In continuation, the Sole Arbitrator notes that the Player did not lodge an independent appeal against the Appealed Decision with CAS. Only after having received the Club’s Appeal Brief, the Player filed his Answer which included a request to be awarded EUR 500,000 “*as damages for the prejudice caused by the Club’s bad faith, as well as the abusive and dilatory character of its appeal*”.
42. The Sole Arbitrator considers this to be a counterclaim.
43. The Sole Arbitrator finds that there is no right to counterclaim, unless specifically provided in the applicable rules. In the absence of such right to counterclaim being adopted in the CAS Code, or other possibly applicable regulations, the Sole Arbitrator finds that the Player’s counterclaim, that was submitted after the 21-day deadline determined in article 67(1) of the FIFA Statutes, cannot be admitted.
44. In this respect, the Sole Arbitrator feels comforted by the decision of a CAS panel in CAS 2010/A/2193:
- “[...] The possibility to submit a counter appeal within the framework of an already existing appeal is a procedural right which does not exist per se unless it is clearly granted under the Regulations or the Code governing the proceedings. Therefore, the amendment of the Code, by abolishing the previous existing possibility to submit a counterclaim, was enough in order to bring about the result embodied in the abovementioned intention, i.e. that under the 2010 edition of the Code it is not any longer possible to submit a counterclaim at the late stage of the filing of the Answer to an Appeal” (CAS 2010/A/2193, §6.3; see also CAS 2013/A/3374, §59).*
45. Consequently, the Player’s counterclaim is dismissed.

VIII. MERITS

46. As a result of the above, the main issues to be resolved by the Sole Arbitrator are the following:
- i. Is the Player’s claim regarding the first instalment agreed upon in the Termination Agreement in the amount of EUR 500,000 time-barred?
 - ii. Did the Club put forward any legitimate reason as to why the amount awarded in the Appealed Decision should not be awarded?

i. Is the Player's claim regarding the first instalment agreed upon in the Termination Agreement in the amount of EUR 500,000 time-barred?

47. The Sole Arbitrator observes that the Appealed Decision determines that the Club is liable to pay to the Player the amount of EUR 2,497,000 in accordance with the Termination Agreement.
48. The Sole Arbitrator observes that the Club does not dispute its obligations based on the Termination Agreement. The Club however argues that the amount of EUR 500,000 "*should not be included and shall be deducted from the total demand*" of the Player, because it is time-barred.
49. The Club maintains that the Player failed to contact the Club "*to remind the [Club] with the due payment; [...] and/or to provide the bank account of the [Player] to the [Club]*". The Club stresses that it only received a letter on 30 October 2014 from a lawyer without a Power of Attorney, ignoring the business days in the Club's country.
50. The Club further purports that the Player's claim with FIFA dated 31 October 2014 was only "*received by FIFA on the following day since the process of sending the claim was done after the business hours of FIFA and therefore the time limit of two years had been elapsed*".
51. The Club argues that "*[t]he First instalment due to the [Player] was on 01 November 2012 with an amount of Five Hundred Thousand Euros (€ 500,000), and therefore it should be deducted because of time limit of two years, as per the Article 25 of FIFA RSTP, that had already elapsed upon submitting the claim against the [Club] in front of DRC of FIFA*".
52. The Club also maintains that article 16 of the FIFA Procedural Rules does not govern the time limit set out in article 25(5) of the FIFA Regulations regarding the two year statute of limitation.
53. The Player purports that "*in late 2012, and many times since this period, [...] the Player and his agent tried to enter in relation with the Club and asked orally the Club to fulfil its obligations*", without result.
54. The Player maintains that as "*the first "event giving rise to the dispute" is dated 1 November 2012 [...] [t]he prescription period to submit a claim to the FIFA DRC, regarding the first payment, is therefore ending on **1 November 2014, at midnight***". Alternatively, the Player argues that the deadline expired on 3 November 2014 at midnight as 1 November 2014 was an official non-working day in Spain (where the Player was employed at the time).
55. The Player argues that the "*first instalment of 500,000 € from the Club to the Player has to be paid and remains included in the total due amount*", because the claim was submitted to FIFA by fax on 31 October 2014 and was therefore filed in time.
56. First, the Sole Arbitrator concurs with the FIFA DRC that the legal document at the basis of the present dispute is the Termination Agreement and not the Settlement Agreement, which remained undisputed by the parties.

57. The Sole Arbitrator observes that article 16 of the FIFA Procedural Rules governs time limits prescribed by the rules and by the decision-making body. Rather, article 1 of the FIFA Procedural Rules determines that the procedures before the FIFA DRC and the FIFA PSC shall be conducted in accordance with the FIFA Procedural Rules. Therefore, the Sole Arbitrator is not convinced by the arguments of the Club as to why article 16 of the FIFA Procedural Rules would not apply to the 2-year statute of limitation set out in article 25(5) of the FIFA Regulations.
58. The Sole Arbitrator observes that article 16 of the FIFA Procedural Rules determines as follows – as relevant:
- “1. *Procedural acts must be conducted within the time limit prescribed by the rules or by the decision-making body.*
 2. *A time limit is deemed to have been observed if the act is completed before midnight on the final day of the set period.*
 3. *Written petitions and payments must arrive at the designated place or have been paid at a recognised branch of a bank or posted at a recognised post office no later than the final day of the set period. Petitions submitted by e-mail shall have no legal effect, in contrast to petitions submitted by fax.*
- [...]
7. *The day on which a time limit is set and the day on which the payment initiating the time limit is made shall not be counted when calculating the time limit.*
- [...]
9. *If the final day of the time limit is an official holiday or a non-working day in the country where the party submitting or receiving a document is domiciled or resident, the time limit shall expire at the end of the next working day.*
- [...]”.
59. Article 25(5) of the FIFA Regulations determines the following:
- “The Players’ Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case”.*
60. The Sole Arbitrator notes that the Termination Agreement with regard to the first instalment reads as follows:

“2. *The Club shall pay the Player the following amounts, which represent all due amounts of the Player on the Club:*

a) 500,000 Euros by November 1, 2012”.

61. As such, the Sole Arbitrator observes that the Club was obliged to pay the first instalment ultimately on 1 November 2012 at midnight.
 62. Pursuant to article 16(7) of the FIFA Procedural Rules, the day on which a deadline is set is not counted when calculating the time limit. As such, the 2-year time limit commenced on the next day, *i.e.* on 2 November 2012. Any possible claim therefore had, in principle, to be filed with FIFA on 1 November 2014 at the latest.
 63. Contrary to the Club’s argument, the Sole Arbitrator observes that the deadline to file a claim with FIFA does not end at close of business, but, pursuant to article 16(2) of the FIFA Procedural Rules, at midnight on the final day of the set period, *i.e.* midnight of 1 November 2014.
 64. Since the Player lodged his claim with FIFA by fax on 31 October 2014 at 18:12 hour the claim was filed in time.
 65. Moreover, the Sole Arbitrator notes that 1 November 2014 was a Saturday and therefore a non-working day in Switzerland. Pursuant to article 16(9) of the FIFA Procedural Rules, in such event the time limit shall expire at the end of the next working day, *i.e.* on Monday 3 November 2014. The Player’s claim was therefore clearly filed in time.
 66. In respect of the Club’s argument that the Player ignored the business days in the Kingdom of Saudi Arabia, the Sole Arbitrator finds that this may be relevant in respect of the deadline granted by the Player to the Club on 30 October 2014 to comply with its obligations within 24 hours, it is however not relevant for the calculation of the 2-year statute of limitation.
 67. Consequently, the Sole Arbitrator finds that the Player’s claim regarding the first instalment agreed upon in the Termination Agreement in the amount of EUR 500,000 was not time-barred.
- ii. Did the Club put forward any legitimate reason as to why the amount awarded in the Appealed Decision should not be awarded?**
68. The Sole Arbitrator observes that the FIFA DRC decided to award the Player EUR 2,497,500 as outstanding remuneration in the Appealed Decision, plus interest at a rate of 5% *per annum* until the date of effective payment as follows:
 - a. 5% *p.a.* as of 2 November 2012 on the amount of EUR 500,000;
 - b. 5% *p.a.* as of 11 January 2013 on the amount of EUR 750,000;
 - c. 5% *p.a.* as of 16 July 2013 on the amount of EUR 500,000;
 - d. 5% *p.a.* as of 11 December 2013 on the amount of EUR 500,000;

e. 5% *p.a.* as of 14 July 2013 on the amount of EUR 247,500.

69. The Club argues that counsel for the Player contacted the Club on 30 October 2014 at 17:15 hour and granted it a deadline of 24 hours to proceed with the payment as per the Termination Agreement. The Club avers that, with such request, counsel for the Player did not respect the non-working days in the Kingdom of Saudi Arabia (Friday and Saturday being the weekend). The Club also maintains that it did not respond to such letter because no Power of Attorney was attached.
70. The Player merely refers to the legal principle of *pacta sunt servanda*, pursuant to which agreements must be respected. The Player also maintains that, besides the amount of EUR 500,000, the amounts awarded by the FIFA DRC in the Appealed Decision are not disputed. Also the interest rates have not been contested. The Player further argues that the bad faith of the Club must be condemned and that the Appealed Decision is to be confirmed.
71. The Sole Arbitrator finds that one may wonder whether it was “fair” from counsel for the Player to provide the Club with a short deadline of 24 hours only after close of business on the last day before the weekend in the Kingdom of Saudi Arabia to comply with its financial obligations.
72. However, the Sole Arbitrator does not find this to be relevant in a legal context because the deadline for payment already clearly derived from the Termination Agreement. Hence, although courtesy may have demanded a notification to be sent by the Player with a reasonable time limit for the Club to comply with its obligations before lodging a claim with the FIFA DRC, this is not a legal requirement. As such, the Sole Arbitrator finds that, particularly in view of the Club’s obvious violations of the Employment Agreement and the Termination Agreement, he was not held to send a notification to the Club before commencing legal proceedings.
73. As such, also the fact that counsel for the Player did not provide the Club with a Power of Attorney on 30 October 2014 is not deemed relevant by the Sole Arbitrator.
74. Furthermore, taking into account the fact that the Player was already employed by the Club for nearly a year at the time the parties agreed to terminate their employment relationship, the Sole Arbitrator does not find it credible that the Club did not have the Player’s bank account at its disposal and that this was the reason for the lack of payment. Even if this were true, it would have been for the Club to contact the Player and to ask him to provide his bank details in order to proceed with the payments.
75. Since the other amounts awarded by means of the Appealed Decision and the interest rates and commencement dates are not disputed by the Club and because the Sole Arbitrator does not see any reason why such amounts and interest should not be awarded to the Player, the Sole Arbitrator finds that the Player is entitled to the amount of EUR 2,497,500 from the Club, as agreed upon between the parties in the Termination Agreement, plus interest as awarded by the FIFA DRC in the Appealed Decision.

76. Consequently, the Sole Arbitrator finds that the Club did not put forward any legitimate reason as to why the amount awarded in the Appealed Decision should not be awarded and the appeal shall be fully dismissed. Furthermore, all further claims or requests for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 7 January 2016 by Al Hilal Saudi Club against the decision issued on 13 August 2015 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is dismissed.
2. The decision issued on 13 August 2015 by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association* is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.