Arbitration CAS 2021/A/7816 Yeni Malatyaspor FK v. Arturo Rafael Mina Meza, award of 1 February 2022

Panel: Prof. Jacopo Tognon (Italy), Sole Arbitrator

Football
Contractual dispute for outstanding amounts
Financial difficulties linked to the COVID-19 pandemic
COVID-19 pandemic as a force majeure situation
Force majeure

1. **External economic factors do not constitute a justification for non-compliance with financial obligations assumed by a contracting party. In this respect, financial difficulties or the lack of financial means of a club alleged to be linked to the COVID-19 pandemic cannot be invoked as justification for not complying with an obligation to pay.**

2. **Neither in the FIFA COVID-19 Guidelines nor in the FIFA Circular 1720 did the Bureau of the FIFA Council determine that the COVID-19 outbreak was a force majeure situation in a specific country or territory, or that any specific employment or transfer agreement was impacted by the concept of force majeure. The Bureau of the FIFA Council stated that clubs or employees could not rely on the Bureau decision to assert a force majeure situation (or its equivalent). Whether or not a force majeure situation (or its equivalent) existed in the country or territory of an national association was a matter of law and fact, which had to be addressed on a case-by-case basis vis-à-vis the relevant laws applicable to any specific employment or transfer agreement.**

3. **For force majeure to exist there must be an objective (rather than a personal) impediment, beyond the control of the 'obliged party', that is unforeseeable, that cannot be resisted and that renders the performance of the obligation impossible. This definition of force majeure must be narrowly interpreted as it represents an exception to the fundamental obligation of *pacta sunt servanda*, which is at the basis of the legal system and necessary for maintaining contractual stability.**

I. PARTIES

1. Yeni Malatyaspor FK (the "Appellant" or "Malatyaspor") is a Turkish football club affiliated to the Turkish Football Federation (the "TFF"), which in turn is affiliated to the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Arturo Rafael Mina Meza (the "Player" or the "Respondent") is a professional football player of Ecuadorian nationality.

3. The Appellant and the Respondent shall hereinafter be jointly referred to as the "Parties", where applicable.

II. FACTUAL BACKGROUND

A. Background Facts

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

5. On 21 August 2017, the Player and the Appellant executed an employment contract (the "Contract") valid as from the date of its signature until 31 May 2020, for the duration of 3 seasons (i.e. for the seasons 2017/2018, 2018/2019 and 2019/2020).

6. According to the Contract, the Appellant undertook to pay to the Respondent – for the season 2019/2020 – a total salary of USD 1,100,000 net which was payable as follows:

(i) Advanced payments as follows:

- USD 110,000 net on 10 September 2019,
- USD 110,000 net on 30 September 2019

(ii) 8 instalments as follows:

- USD 110,000 net on 30 October 2019,
- USD 110,000 net on 30 November 2019,
- USD 110,000 net on 30 December 2019,
- USD 110,000 net on 30 January 2020,
- USD 110,000 net on 28 February 2020,
- USD 110,000 net on 30 March 2020,
- USD 110,000 net on 30 April 2020,
- USD 110,000 net on 30 May 2020.

7. On 19 March 2020, the TFF announced the suspension of all football activities in Turkey until further notice because of the continuous spread of COVID-19.

8. On 19 March 2020, the Appellant issued a *"Declaration & COVID-19 Football Regulatory Issues"* for its players, the TFF and FIFA's information. Referring to the measures adopted by FIFA as well as to the *"30% percent decrease in* [its] *season so far"*, it explained that the aim of this declaration was to find appropriate collective agreements and that it would communicate proposal to modify its contracts *"in a reasonable and proportionate manner"*.

9. By emails of 6 and 7 August 2020, the Appellant invited the Respondent to reply as soon as possible to a survey previously sent to him. The Respondent did not answer to these emails.

10. The Respondent by correspondence dated 19 August 2020 put the Appellant in default requesting the payment of his outstanding remuneration for the total amount of USD 510,000 net, granting to the Appellant a 10 days' deadline to remedy the default.

11. The Appellant made in favour of the Respondent a partial payment equal to USD 110,000 net.

B. Proceedings before FIFA Dispute Resolution Chamber

12. On 14 October 2020, the Respondent lodged a claim before the FIFA Dispute Resolution Chamber (the "FIFA DRC") against the Appellant.

13. Before FIFA, the Player requested to be awarded outstanding remuneration in a total amount of EUR 400,000 as well as interest at a rate of 5% *p.a* from their respective dues dates, broken down as follows:

    (i) USD 70,000 net as unpaid part of the salary of February 2020,

    (ii) USD 110,000 net as unpaid salary of March 2020,

    (iii) USD 110,000 net as unpaid salary of April 2020,

    (iv) USD 110, 00 net as unpaid salary of May 2020.

14. Before FIFA, the Club recognised to have a debt towards the Player for an amount of USD 290,000 net, corresponding to the requested instalments of February, March and April 2020. However, with respect to the salary of May 2020, it held that such salary was not due, since the Club lawfully reduced the Player's salary in accordance with the directives issued by the TFF and the COVID-19 Guidelines provided by FIFA.

15. In its decision the FIFA DRC first analysed these arguments of the Club, who acknowledged that it owes the amount of USD 290,000 net, corresponding to the requested instalments of February, March and April 2020.

16. In this respect, the FIFA DRC recalled the general legal principle *pacta sunt servanda,* and stated that since the entitlement of the Respondent to the abovementioned monthly instalments has a contractual basis and the Appellant acknowledged its debt for the amount of USD 290,000 net, such amount shall be awarded to the Respondent.

17. Furthermore, the FIFA DRC analysed whether the Player was entitled to receive the amount of USD 110,000 net corresponding to the salary of May 2020. In this regard, the FIFA DRC noted that the Club argued that the Player was not entitled to the above amount, *"since it lawfully applied a reduction of the player's salary during the season 2019/2020"*.

18. In view of the argumentation presented by the Club, the FIFA DRC established that *"the salary reduction imposed by the Respondent was not in compliance with the FIFA guidelines on Covid-19 and that the Respondent ha*[d] *not provided sufficient documentary evidence in order to support that it was lawfully imposed"*.

19. In light of the above, on 25 February 2021, the FIFA DRC issued the following decision:

> *"1. The claim of the* [Player]*, Arturo Rafael Mina Meza, is accepted.*
>
> *2. The* [Club]*, Yeni Malatyaspor, has to pay to the* [Player]*, the following amount:*
>
> *- USD 400,000 as outstanding amount plus 5% interest p.a. as follows:*
>
> - *5% interest p.a. of the amount of USD 70,000 as from 29 February 2020 until effective payment,*
> - *5% interest p.a. of the amount of USD 110,000 as from 31 March 2020 until effective payment,*
> - *5% interest p.a. of the amount of USD 110,000 as from 1 May 2020 until effective payment,*
> - *5% interest p.a. of the amount of USD 110,000 as from 31 May 2020 until effective payment.*
>
> *3. A warning is imposed on the* [Club].
>
> *4. The* [Player] *is directed to immediately and directly inform the* [Club] *of the relevant bank account to which the [Player] must pay the due amount.*
>
> *5. The* [Club] *shall provide evidence of payment of the due amount in accordance with this decision* […].
>
> *6. In the event that the amount due, plus interest as established above is not paid by the* [Club] *within 45 days, as from the notification by the* [Player] *of the relevant bank details to the* [Club]*, the following consequences shall arise:*
>
> *1. The* [Club] *shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the Regulations on the Status and Transfer of Players).*

2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.

[…]".

20. The decision with grounds was notified to the Parties on 4 March 2021 (the "Appealed Decision").

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

A. The written proceedings

21. On 24 March 2021, the Appellant lodged a statement of appeal in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the "CAS Code") with the Court of Arbitration for Sport (the "CAS") challenging the FIFA DRC Decision dated 25 February 2021. In its statement of appeal, it requested the appointment of a sole arbitrator.

22. In accordance with Article R51 of the CAS Code, the Appellant filed its Appeal Brief on 4 April 2021.

23. By letter of 19 April 2021, the Respondent requested the CAS Court Office to fix the time-limit for the filing of his answer after the Appellant's payment of the advance of the cost, pursuant to Article R55 of the Code. This request was granted on 20 April 2021 by the CAS Court Office.

24. By letter of 4 June 2021, the CAS Court Office invited the Respondent to submit his Answer by 24 June 2021.

25. By email of 12 June 2021, the Respondent submitted some observations, which, after consultation and with the agreement of both Parties, were accepted in the CAS file as being the Respondent's Answer by letter of 3 August 2021.

26. On 7 July 2021, the Parties were informed that the Deputy President of the CAS Appeals Arbitration Division appointed Mr Jacopo Tognon, attorney-at-law in Padova, Italy, as Sole Arbitrator in this procedure.

27. By letter of 3 August 2021, the CAS Court Office invited Parties to inform the CAS Court Office by 10 August 2021 whether they prefer a hearing to be held in this matter or for the Sole Arbitrator to issue an award based solely on the Parties' written submissions. On the same day, the Appellant and the Respondent answered that they preferred not to hold a hearing in this case.

28. On 4 August 2021, the CAS Court Office informed the parties that the Sole Arbitrator deemed himself sufficiently well informed to decide the case based solely on the Parties' written submissions, without the need to hold a hearing.

29. On the same date, the CAS Court Office provided the Parties with the award issued in the case *CAS 2020/A/7603* and granted them with the opportunity to submit by e-mail and within ten days from receipt of the relevant letter by courier, any observations strictly limited to the abovementioned award and its potential relevance.

30. On 26 August 2021, the CAS Court Office informed that none of the Parties submitted any comments on the CAS award *CAS 2020/A/7603* within the granted time limit.

31. On the same day, the CAS Court Office, on behalf of the Sole Arbitrator, issued an Order of Procedure that was duly signed on 27 August 2021 by both Parties, who confirmed that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES

32. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each argument advanced by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions and claims made by the Parties, even if no explicit reference is made in what immediately follows:

A. Appellant's submissions

33. The Appellant's submissions, in essence, may be summarised as follows.

34. The Appellant confirms that the Parties signed the Contract on 21 August 2017, which was valid until 31 May 2020.

35. The Appellant emphasises that *"As is known, all football organizations in the world were suspended throughout March-April-May of 2020 due to the COVID-19 outbreak. Thereafter, a working group was established, including representatives from FIFA, world's highest authority that governs, its member national football federations, the European Clubs Association (ECA), FIFPRO and the World Leagues Forum (WLF) and firstly, the COVID-19 pandemic was unquestionably recognized as a force majeure state"*.

36. Furthermore, the Appellant underlines that *"With the COVID-19 pandemic process, clubs have made serious financial losses. As a result of the financial studies carried out by the client club, it has been determined that there has been a 30% decrease in seasonal incomes"*.

37. The Appellant referred here to *"TFF's Recommendations on Contracts"* of 6 May 2020, which are in line with the FIFA's directive *"Covid-19 Regulatory Instructions"* of 7 April 2020. According to the Appellant, *"it has been clearly stated that it* [was] *not possible for the parties to completely fulfill their contractual obligations. In the light of this situation, to prevent disputes based on contracts that may arise between the parties and to protect the economic status of the clubs, it has been recommended to sign contracts based on consensus, which encourage reconciliation and project mutual negotiations"*.

38. Based on the negotiations between the club and the players, the Appellant states that clubs were unilaterally entitled to decrease the relevant compensation if they could not reach an agreement.

39. Therefore, the Appellant reminds the following criteria to be taken into account in case unilateral decreases made by the clubs are brought to justice:

- *"whether the club had attempted to reach a mutual agreement with its employee(s);*
- *the economic situation of the club;*
- *the proportionality of any contract amendment;*
- *the net income of the employee after contract amendment;*
- *whether the decision applied to the entire squad or only specific employees".*

40. Subject to these directives, the Appellant states that:

- *"it has been determined that there was a 30% decrease in season revenues,*
- *during the Covid-19 pandemic process, clubs suffered a serious economic loss due to a serious increase in EURO / TL parity".*

In this respect, the Appellant provided the exchange rates of the Turkish Central Bank.

41. Moreover, the Appellant affirms that it tried to conduct negotiations in order to find a mutual agreement as per the letters sent to the Respondent on 19 April 2020, 6 August 2020 and 7 August 2020. The Respondent, however, did not answer to the abovementioned e-mails.

42. Furthermore, the Appellant underlines that it signed settlement agreements with several other players and *"made maximum effort to reach mutual agreement with Arturo Mina. All offers of the club were left unanswered by the football player. In this direction, the decrease made by the club to other players as a basis and a unilateral decrease was made for the May 2020 salary of the player".* The Club further deems that *"by keeping the decrease rate below 10%", it demonstrated its good will towards its players".*

43. Finally, the Appellant summarises that *"it was necessary to make a decrease in contracts in order for the club to continue its vital activities. Hence, the amount of EUR 110,000, which the* [Player] *will receive in May 2020, must be deducted (on an equal basis with other players)".*

44. The Appellant's requests for relief were as follows:

"We request from CAS that as we have explained in detail above annulment of FIFA DRC decision dated 25 February 2021 notified to the parties on 04 March 2021*".*

B. The Respondent's submissions

45. On 12 June 2021, the Respondent submitted the following considerations, which were accepted as being his Answer (supra §25):

- *"our client credit from the club based on outstanding unpaid salaries of the player,*
- *The applicant club did not submit payment document for outstanding claim of the player*
- *The application before the CAS is only procedural by the applicant club".*

46. In view of the above the Respondent requested that the *"Player's credit is crystally clear and we kindly request that CAS panel must dismiss the present appeal and confirm the decision of FIFA DRC".*

V. JURISDICTION

47. Article R47 of the CAS Code provides as follows:

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

48. Article 58 para. 1 of the FIFA Statutes provides as follows:

"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question".

49. The jurisdiction of CAS derives from Article 58 para. 1 of the FIFA Statutes and Article R47 of the CAS Code. Furthermore, the jurisdiction of the CAS is not contested by any of the Parties in these proceedings and is confirmed by the signature of the Order of Procedure. Therefore, it follows that CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

50. Article R49 of the CAS Code reads as follows: *"In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. […]".*

51. Furthermore, Article 58 para. 1 of the FIFA Statutes provides that:

"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of notification of the decision in question".

52. The Appeal was filed within the 21 day-day limit set by Article 58 para. 1 of the FIFA Statutes and Article R49 of the CAS Code. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office.

53. The Sole Arbitrator, therefore, finds the appeal admissible.

VII. APPLICABLE LAW

54. Article R58 of the CAS Code provides 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".

55. Article 57 para. 2 of the FIFA Statutes provides as follows:

"The provisions of the CAS Code of Sports related Arbitration shall apply to the proceedings. CAS shall apply the various regulations of FIFA and, additionally, Swiss law".

56. As a result, the Sole Arbitrator shall decide the present matter according to the relevant FIFA regulations, and more specifically the FIFA Regulations on Status and Transfer of Players ("FIFA RSTP"), and the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (the "FIFA Procedural Rules"), as in force at the relevant time of the dispute, namely the October 2020 edition with respect to the RSTP and the June 2020 edition with respect to the FIFA Procedural Rules, and Swiss law shall be applied subsidiarily.

57. Furthermore, in the course of these proceedings, the Parties do not contest the applicable law framework.

VIII. MERITS

58. The Sole Arbitrator has identified the following main issues, which will be addressed by answering to the following question:

(a) Was the amount of the outstanding remuneration of the Respondent due?

A. Was the amount of the outstanding remuneration of the Respondent due?

59. The Sole Arbitrator notes that the Respondent initially requested to the Appellant to make a payment in his favour of the outstanding remuneration equal to USD 510,000 net.

60. As a consequence of such warning letter, the Appellant made a partial payment for USD 110,000 net.

61. With regard to the outstanding remuneration amounting to USD 400,000 net, the Sole Arbitrator notes that the Appellant did not contest to have such debt against the Respondent. However, the Appellant pointed out that the amount of EUR 110,000 as salary for the month of May 2020 shall be deducted since it represents a reduction of the Player's remuneration made by the Club as a consequence of the COVID-19 outbreak, which the Appellant argues that it was qualified by FIFA as force majeure. In this respect, the Appellant points out that it had a 30% decrease "in seasonal revenues" and that the impact of the COVID-19 pandemic on the EURO/TL Exchange rate resulted in serious economic loss for clubs. Therefore, the Appellant requests the CAS to revoke the Appealed decision.

62. As an introductory remark, the Sole Arbitrator notes that according to well-established CAS jurisprudence, external economic factors do not constitute a justification for non-compliance with financial obligations assumed by a contracting party. In this respect, the CAS award in case CAS 2018/A/5537 states the following: *"[t]he alleged financial difficulties the Appellant faced because of the economic crisis in Egypt, and the consequential loss of value of the local currency, are not valid arguments in view of well-established CAS jurisprudence. Financial difficulties or the lack of financial means of a club cannot be invoked as justification for not complying with an obligation to pay (cf. CAS 2016/A/4402 par. 40; CAS 2014/A/3533, par. 59; CAS 2005/A/957, par. 24)"* (par. 80).

63. The Sole Arbitrator further notes that the Appellant refers to the financial challenges faced by the Appellant because of the COVID-19 pandemic which constitutes, from the Appellant's view, a force majeure event as a consequence of which *"clubs have made serious financial losses. As a result of the financial studies carried out by the client club, it has been determined that there has been a 30% decrease in seasonal revenues"*.

64. In this respect, the Sole Arbitrator deems it appropriate to consider the content of the COVID-19 Guidelines as well as the FIFA COVID-19 FAQ issued by the FIFA, since they elicit the purpose of providing a common set of guidelines and recommendations in order to mitigate the consequences of the COVID-19.

65. The Sole Arbitrator, however, notes that the FIFA COVID-19 Guidelines as well as the FIFA COVID-19 FAQ did not declare the COVID-19 pandemic as a force majeure event.

66. Indeed, the answer to the question of the FAQ in the FIFA Circular 1720 *"Did the Bureau of the FIFA Council declare a "force majeure" situation in any territory? Can this declaration be relied upon by MAs, clubs, or employees?"*, expressly stated as follows:

> *"Article 27 of the RSTP allows the FIFA Council to decide "(…) matters not provided for and in cases of force majeure".*
>
> *In this context, on 6 April 2020, the Bureau made several decisions regarding regulatory and legal issues as a result of COVID-19. In order to temporarily amend the RSTP, the Bureau relied upon article 27 as its*

source of power, determining that the COVID-19 outbreak was a matter not provided for and a force majeure situation for FIFA and football generally.

The Bureau did not determine that the COVID-19 outbreak was a force majeure situation in a specific country or territory, or that any specific employment or transfer agreement was impacted by the concept of force majeure.

For clarity: clubs or employees cannot rely on the Bureau decision to assert a force majeure situation (or its equivalent).

Whether or not a force majeure situation (or its equivalent) exists in the country or territory of an MA is a matter of law and fact, which must be addressed on a case-by-case basis vis-à-vis the relevant laws that are applicable to any specific employment or transfer agreement".

67. According to CAS jurisprudence, for force majeure to exist there must be *"an objective (rather than a personal) impediment, beyond the control of the 'obliged party', that is unforeseeable, that cannot be resisted and that renders the performance of the obligation impossible"* (see CAS 2013/A/3471; CAS 2015/A/3909). This definition of force majeure must be narrowly interpreted because it represents an exception to the fundamental obligation of *pacta sunt servanda*, which is at the basis of the legal system and necessary for maintaining contractual stability.

68. Indeed, as it is stipulated in Article 12bis of the FIFA RSTP *"Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements"*. Furthermore, *"Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements"*.

69. In addition, in accordance with the principle of the burden of proof, which is a basic principle in every legal system - that is also set forth in Article 8 of the Swiss Civil Code - each party to a legal procedure bears the burden of corroborating its allegations. In other words, any party deriving a right from an alleged fact shall carry the burden of proof (see IBARROLA J., La jurisprudence du TAS en matière de football – Questions de procédure et de droit de fond, in BERNASCONI/RIGOZZI (eds.), The Proceedings before the Court of Arbitration for Sport, Berne 2007; CAS 2009/A/1810 & 1811; CAS 2017/A/5182).

70. In view of the above, the Sole Arbitrator finds that the Appellant did not submit any evidence that the financial effect of COVID-19 pandemic on the EURO/TL Exchange rate and the temporary suspension of sports activities caused serious financial difficulties to the Club, and, furthermore, the Appellant did not prove that there has been a 30% decrease in seasonal revenues which consequently affected its possibility to make the contractually provided payments.

71. The Sole Arbitrator further notes that the "force majeure" approach submitted by the Appellant must be dismissed for several reasons. Indeed, the suspension of football related activities in Turkey was in any event temporary and the financial difficulties the Appellant

alleged (but failed to prove) were associated with it do not excuse the failure of the Club to make the required payments in accordance with well-established jurisprudence of CAS.

72. In the present case, the Appellant exclusively provides the Turkish Football Federation's Recommendations on the Contracts, a document, which is not applicable before CAS and contains only general assessment as well as the extract of a website of the Turkish government listing the indicative exchange rates on 23 March 2020. Such general documents do however not provide any concrete elements on the Club's financial situation between February and May 2020. In view of the above, the Sole Arbitrator finds that the Appellant did not submit any evidence that the financial effect of COVID-19 pandemic on the EURO/TL Exchange rate and the temporary suspension of sports activities caused serious financial difficulties to the Club, and, furthermore, the Appellant did not prove that there has been a 30% decrease in seasonal revenues which consequently affected its possibility to make the contractually provided payments.

73. The Sole Arbitrator further points out that at the time of termination of the Contract there were outstanding payments already before the outbreak of the COVID-19 pandemic and before the suspension of the Turkish League.

74. This approach was also confirmed in the case CAS 2020/A/7603, to which this Sole Arbitrator fully adheres, where that Sole Arbitrator considered that based on the FIFA COVID-19 Football Regulatory Issues *"the Appellant cannot rely on the FIFA Bureau decision to assert a force majeure defence"*.

75. For the sake of completeness, the Sole Arbitrator finally notes that the decrease made by the Club to the remuneration of some other players with who it had reached an agreement is without prejudice on the Respondent's rights.

76. In view of all the foregoing, the Sole Arbitrator is of the firm opinion that the appeal shall be rejected and the Appealed decision is thus confirmed.

IX. CONCLUSION

77. In conclusion, after having fully analysed all the factual elements provided by the Parties and the substantive law and regulations applicable to the merits, the Sole Arbitrator considers that the appeal is not grounded and the Appellant must pay the amount of EUR 400,000 as outstanding remuneration plus 5% interest *p.a.* as follows:

(i) 5% interest p.a. on the amount of USD 70,000 as from 29 February 2020 until the date of effective payment,

(ii) 5% interest p.a. on the amount of USD 110,000 as from 31 March 2020 until the date of effective payment,

(iii) 5% interest p.a. on the amount of USD 110,000 as from 1 May 2020 until the date of effective payment,

(iv) 5% interest p.a. on the amount of USD 110,000 as from 31 May 2020 until the date of effective payment.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Yeni Malatyaspor FK on 24 March 2021 against the decision rendered by the FIFA Dispute Resolution Chamber on 25 February 2021 is dismissed.

2. The decision rendered by the FIFA Dispute Resolution Chamber on 25 February 2021 is confirmed.

3. (…).

4. (…).

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