



**Arbitration CAS 2008/A/1691 Wisla Kraków v. Fédération Internationale de Football Associations (FIFA), Empoli FC S.p.A & Adam Rafal Kokoszka, award of 3 July 2009**

Panel: Mr Lars Hilliger (Denmark), Sole Arbitrator

*Football*

*Termination of a contract of employment by the player*

*CAS Jurisdiction with regard to the delivery of a provisional ITC*

*Standing to file a petition with FIFA to provisionally register a player with a national football association*

*Validity of a provisional registration as means to protect the player from irreparable harm*

*Condition of admissibility of a counterclaim*

- 1. According to the FIFA Regulations for Status and Transfer of Players (RSTP), decisions reached by the Single judge or the Players' Status Committee may be appealed before the CAS. The provisional nature of the object of the decision (i.e. the issuance of the provisional ITC) does not affect, and in any case cannot affect, the nature of the decision itself which is final and definitive regarding the said object.**
- 2. The RSTP do not specify who is entitled to ask for provisional measures. However, in view of their crucial role with regard to the ITC, it would be illogical to exclude the associations from the process of applying for provisional registration. The participation of associations in the registration of players is indeed inevitable a) as they are the competent bodies for the management of the ITC and b) as they will not file a request for provisional measures with the FIFA if not required to do so by the player and/or by its affiliate. The new association has therefore a legitimate interest to intervene when its opinion is diverging from the views of the former association. One might actually expect the new association to support by all means the correct application of the regulations, especially when its affiliates' rights are at stake. In view of the foregoing determination, a national football association has standing to file a petition with FIFA to provisionally register a player.**
- 3. The RSTP are designed to find a reasonable balance between the needs of contractual stability, on the one hand, and the needs of free movement of players, on the other hand. With this regard, a player cannot be compelled to remain in the employment of a particular employer knowing that if a player terminates his employment contract without valid reason, he might be obliged to compensate for damages his former club. In this context, the provisional measures ordered by the FIFA Single Judge of the Players' Status Committee might be the only means available to protect the player and his right to work from an irreparable harm if between the moment the termination of the contract was notified by the player and the moment the FIFA was requested to accept the provisional registration of the player, several months passed by and that**

during this period, the player's former club has not initiated proceedings to examine the consequences of the said termination and/or to deny its validity.

4. In the particular context of an appeal related to the validity of the provisional measures ordered by the FIFA Single Judge of the Players' Status Committee, the purpose of a counterclaim which is related to compensation for damages derives from the contractual dispute between the parties and could/should be the object of a distinct procedure.

Wisla Kraków is a football club with its registered office in Kraków, Poland (the "Appellant"). It is a member of the Polish Football Association ("PZPN"), which has been affiliated to the Fédération Internationale de Football Association since 1923.

The Fédération Internationale de Football Association (FIFA) is the governing body of Football on worldwide level and has its registered office in Zurich, Switzerland.

Empoli Football Club S.p.A. is a football club with its registered office in Empoli, Italy. It is a member of the Italian National Football Association (Federazione Italiana Giuoco Calcio – "FIGC"), itself affiliated to the FIFA since 1905.

Mr Adam Rafal Kokoska (the "Player") is a professional football player. He was born on 6 October 1986 and is of Polish nationality. He currently plays with the club Empoli Football Club S.p.A. on the basis of a professional contract.

On 27 July 2005, a professional contract was entered into between the Appellant and the Player. It was a fixed-term agreement for five years, effective from 1 July 2005 until 30 June 2010. This document reads as follows, where relevant (as translated into English by the Appellant):

*"(...) Wisla Kraków reserves the right to early termination of the Contract in the event of breach of basic duties and obligations of the Player specified by the provisions of Polish Football Association (...), FIFA, UEFA, arising from this Contract and Wisla Kraków S.S.A. Club's Regulations.*

*2. This contract may also be terminated prior to the expiry of the term by mutual agreement of the parties. (...)*

***Final Provisions***

- 1. Any amendments hereto shall have a written form otherwise they are null and void.*
- 2. The Parties mutually represent that they are familiar with the provisions regulating relation between the sports club and a professional player, adopted by the Resolution No. II/12 of 19 May 2002 of the Management Board of the Polish Football Association that constitute an integral part hereof.*
- 3. To the matters not regulated herein the provisions of the Civil Code shall apply.*

4. *Subject to the provisions of § 3 clause 3, any disputes arising from this contract, shall be settled by the Parties amicably, and in case of failure to agree, they shall be resolved by a competent court with jurisdiction over the registered office of Wisla Kraków”.*

On 1 March 2007 and 25 January 2008, the parties to the contract amended it to revise the compensation system for the Player. Both amendments were favourable to the Player and provide that “*other provisions of the contract shall remain unchanged*”.

On 22 May 2008, the Player notified in writing the Appellant, the FIFA and the PZPN of the fact that he was unilaterally terminating with immediate effect his contractual relationship with the Polish club in accordance with article 17 of the FIFA Regulations for the Status and Transfer of Players. In particular, he indicated that the notification was served within 15 days following the last game of the season of the Polish league and at the end of the so-called protected period.

On 15 June 2008, Mr Marek Wilczek, chairman of the management board of the Appellant, acknowledged receipt of the Player’s letter but contested the valid termination of the contract dated 27 July 2005. He drew the Player’s attention to the fact that his contractual obligations had not expired and that he was still a member of the Appellant’s team. As such, he was expected to attend the training sessions organised on behalf of the club.

On 10 July 2008, Mr Marek Wilczek sent to the Player a letter confirming that the contract signed on 27 July 2005 was still in force. He warned the Player that his failure to appear during team practise or his eventual involvement with another club was in breach of his contractual obligations. In particular, Mr Wilczek made the following statement (as translated into English by the Appellant):

*“In relation to the above, I hereby **call** you to appear on the trainings scheduled by the coaches’ team of the Wisla Kraków Club **within 7 days** from delivery of this letter, **otherwise the disciplinary proceedings will be instituted against you by the Management Board of the Wisla Kraków Club.** Concurrently, it should be stated, that no consent from the Wisla Kraków Club to your transfer to another Polish or foreign football club, or temporary disqualification penalty imposed by the association disciplinary authority, leads to, according to the association’s regulations, inability to issue the **International Transfer Certificate (ITC)** by the Polish Football Association, i.e. the certificate which is required to play football by a player in another football federation, which is a FIFA member”.*

On 4 August 2008, the Appellant called the Player to appear at a disciplinary hearing to be held before its management board on 19 August 2008.

In a letter dated 23 September 2008 and addressed to the PZPN, the Appellant confirmed that the disciplinary proceeding was still pending.

At the hearing held on 12 May 2009 before the Court of Arbitration for Sport, the Appellant confirmed that it had not yet initiated proceedings before the FIFA or another tribunal to obtain a ruling with respect to the consequences of the alleged breach/termination of the contract dated 27 July 2005 by the Player. Likewise, on the same occasion, the Respondents told the Sole Arbitrator that they were not aware of any claim lodged with regard to the said contract.

On 30 July 2008, the Player signed an employment agreement with the club Empoli Football Club S.p.A. valid from 1 August 2008 until 30 June 2013.

The following facts are undisputed:

- On 4 August 2008, the FIGC asked the PZPN if the Player had a valid contract with the Appellant.
- On 11 August 2008, the PZPN informed the FIGC that the Player was bound by a valid contract with the Appellant until 30 June 2010.
- On 25 August 2008, the FIGC requested from the PZPN the issuance of the Player's International Transfer Certificate (ITC).
- On 29 August 2008, the PZPN confirmed to the FIGC that it was opposed to its request.
- On 3 September 2008, the Player asked for the assistance of the FIFA in receiving the ITC from the PZPN.
- On 4 September 2008, the FIFA answered the Player that the request for the intervention of the FIFA in the dispute which arose regarding the ITC could only come from the FIGC.

On 5 September 2008, the FIGC formally required from the FIFA to be authorized to provisionally register the Player with its affiliated club Empoli Football Club S.p.A. This request was granted with immediate effect by decision passed on 10 October 2008 by the FIFA Single Judge of the Players' Status Committee. The latter reached this conclusion principally because he found that the Appellant *"does not appear to be genuinely interested in the services of the player anymore, but rather in financial compensation"* and that *"by means of a notice of termination dated 22 May 2008 addressed to the Polish club, the PZPN and FIFA, the player had clearly expressed his wish to render his services to another club than Wisla Kraków"*.

On 14 October 2008, the parties were notified of the appealed decision.

On 4 November 2008, the Appellant filed a statement of appeal and an appeal brief with the Court of Arbitration for Sport (CAS). These documents contain a statement of the facts and legal arguments accompanied by supporting documents. The statement of appeal challenged the decision of the FIFA Single Judge of the Players' Status Committee,

In his appeal before the CAS, the Appellant chose to name only the FIFA as Respondent. On 27 November 2008, the latter requested Empoli Football Club S.p.A. and the Player to participate to the present arbitration proceedings.

On 1 December 2008 and pursuant to article R54 and R41.2 of the Code of Sports-related Arbitration ("Code"), the CAS Court office invited the Appellant as well as the Italian club and the Player to express their position on the request of the FIFA. Whereas the Appellant has not filed any submission with this regard, Empoli Football Club S.p.A. and the Player confirmed in a timely manner that they agreed to participate in and join the procedure at hand.

On 16 March 2009, the CAS Court Office informed the parties that, *“taking into account the Respondent’s request for the joinder of Empoli FC SpA and Adam Rafal Kokoszka, the agreement of the two third parties thereto and the absence of any comments from the Appellant within the time limit granted, pursuant to Article R41.4 of the Code of Sports-related Arbitration (the “Code”), the parties are advised that the Sole Arbitrator has decided that the two third parties may be joined to these proceedings”*.

On 27 November 2008, the FIFA filed an answer.

On 6 April 2009, Empoli Football Club S.p.A. filed an answer.

On 6 April 2009, the Player filed an answer.

A hearing was held on 12 May 2009 at the CAS premises in Lausanne.

## LAW

### CAS Jurisdiction

1. The jurisdiction of CAS derives from articles 62 ff. of the FIFA Statutes and article R47 of the Code, the latter which reads as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with the CAS insofar as the statutes or regulations of the said body so provide or as the parties have concluded a specific arbitration agreement and insofar as 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.*

*An appeal may be filed with the CAS against an award rendered by the CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules applicable to the procedure of first instance”.*

2. In the present case, the FIFA is of the opinion that all internal procedures and remedies have not been exhausted and that the decision of the Single Judge of its Players’ Status Committee is not final.
3. After evaluating FIFA’s arguments, the Sole Arbitrator considers that he has jurisdiction to decide over the present dispute, and thus over the appeal against the provisional measures. Such conclusion is based on the following elements:
  - The appealed decision was rendered by the FIFA Single Judge of the Players’ Status Committee, and article 23 par. 3 in fine of the FIFA Regulations for Status and Transfer of Players provides that *“(…) Decisions reached by the single judge or the Players’ Status Committee may be appealed before the Court of Arbitration for Sport (CAS)”*.
  - Moreover, the Sole Arbitrator considers that the decision from the Single Judge of the Players’ Status Committee is indeed a final decision, according to the meaning of article

R47 of the Code. The provisional nature of the object of the decision (i.e. the issuance of the provisional ITC) does not affect, and in any case cannot affect, the nature of the decision itself which is final and definitive regarding the said object. In other words, even though the requested ITC has a provisional nature, the decision which grants its issue is a final decision.

4. It follows that the requirements of article R47 of the Code are met and that the CAS has jurisdiction to decide on the present dispute.
5. Under article R57 of the Code, the Sole Arbitrator has “(...) *the full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance*”.

### **Applicable law**

6. Article R58 of the Code provides the following:  
*“The Panel shall decide the dispute according to the applicable regulations and 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”.*
7. Article 62 par. 2 of the FIFA Statutes provides “*[t]he 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*”.
8. Regarding the issue at hand, which is the provisional registration of the Player with Empoli Football Club S.p.A. and not the termination of the contract between the Appellant and the Player, the Sole Arbitrator is of the opinion that the parties have not agreed on the application of any specific national law. He is comforted in his position by the fact that, in their respective submissions, the parties refer exclusively to FIFA’s regulations regarding this issue. As a result, subject to the primacy of applicable FIFA’s regulations, Swiss Law shall only apply complementarily.
9. The relevant contracts at the basis of the present case were signed after 1 July 2005, which is the date when the revised FIFA Regulations for Status and Transfer of Players (edition 2005) came into force (the “FIFA Regulations”). Consequently, the case shall be assessed according to that edition of the Regulations.
10. For the sake of completeness, it can be noted that, according to article 29 par. 2 of the FIFA Regulations, “*Article 1 paragraph 3 a); article 5 paragraphs 3 and 4; article 17 paragraph 3; article 18bis; article 22 e) and f); Annexe 1 article 1 paragraph 4 d) and e); Annexe 1 article 3 paragraph 2; Annexe 3 article 1 paragraphs 2, 3 and 4 and Annexe 3 article 2 paragraph 2 were supplemented or amended by the FIFA Executive Committee on 29 October 2007. These amendments come into force on 1 January 2008*”. The case at hand was submitted to the FIFA Single Judge of the Players’ Status Committee after

1 January 2008. Pursuant to article 26 par. 1 and 2 of the FIFA Regulations, the case shall be assessed according to these amended provisions.

### **Procedural motions - Admission of new arguments presented by the Appellant**

11. On 8 December 2008 and 3 February 2009, the Appellant produced further arguments to support its submissions.
12. Article R56 of the Code provides the following:  
*“Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely after the submission of the grounds for the appeal and of the answer”.*
13. Based on article R56 of the Code and in the absence of exceptional circumstances, the documents presented by the Appellant on 8 December 2008 and 3 February 2009 must be excluded from the proceedings. This decision has already been notified to the parties by the CAS Court Office on behalf of the Sole Arbitrator on 16 March 2009.

### **Admissibility**

14. The appeal was filed within the deadline provided by article 63 par. 1 of the FIFA Statutes. It complied with all other requirements of article R48 of the Code.
15. It follows that the appeal is admissible.

### **Merits**

16. The parties raised several issues, which do not need to be addressed by the Sole Arbitrator as they obviously fall under the scope of review of a tribunal competent to deal with the possible claim for compensation, which the Appellant might eventually lodge. Hence, the questions concerning the validity of the termination of the contract dated 27 July 2005 or the law applicable to the said termination can be left open. Neither of those issues is relevant to ascertaining the validity of the appealed decision.
17. As a result, the main issues to be resolved by the Sole Arbitrator are the following:
  - a) Did the FIGC have standing to file a petition with FIFA to provisionally register a player with its affiliate?
  - b) Did the FIFA Single Judge of the Players’ Status Committee authorize the FIGC to provisionally register the Player with its affiliate in accordance with the FIFA Regulations?
  - c) Has the Sole Arbitrator to deal with the counterclaim of Empoli Football Club S.p.A.?

- A. *Did the FIGC have standing to file a petition with FIFA to provisionally register a player with its affiliate?*
18. The Appellant submits that, based on article 2 par. 6 of annex 3 to the FIFA Regulations, the FIGC was not entitled to request from the FIFA an authorization to provisionally register the Player with its affiliate. In light of the said provision, the Appellant claims that such a petition could have been filed exclusively by the Player or by his new club.
19. Article 2 par. 6 of annex 3 to the FIFA Regulations reads as follows:  
*“The former association shall not issue an ITC if a contractual dispute has arisen between the former club and the professional. In such a case, the professional, the former club and/or the new club are entitled to lodge a claim with FIFA in accordance with article 22. FIFA shall then decide on the issue of the ITC and on sporting sanctions within 60 days. In any case, the decision on sporting sanctions shall be taken before the issue of the ITC. The issue of the ITC shall be without prejudice to compensation for breach of contract. FIFA may take provisional measures in exceptional circumstances”.*
20. The Sole Arbitrator observes that this provision only stipulates that *“FIFA may take provisional measures in exceptional circumstances”*. It is not specified who is entitled to ask for provisional measures or what triggers FIFA’s intervention.
21. In view of their crucial role with regard to the ITC, it would be illogical to exclude the associations from the process of applying for provisional registration. As a matter of fact, a player must be registered with an association to play for a club as either a professional or an amateur (see article 5 par.1 of the FIFA Regulations). A precondition for registering a player is that his ITC has been validly transferred from the association of his old club to the association of his new club (see article 9 of the FIFA Regulations and article 1 par. 1 of their annex 3). All applications to register a professional must be submitted by the new club to the new association during one of the registration periods established by that association (article 2 par. 1 annex 3 to the FIFA Regulations). Upon receipt of the application, the new association shall immediately request the former association to issue an ITC for the professional (article 2 par. 2 annex 3 of the FIFA Regulations). As a result, the participation of associations in the registration of players is inevitable a) as they are the competent bodies for the management of the ITC and b) as they will not file a request for provisional measures by the FIFA if not required to do so by the player and/or by its affiliate. The new association has therefore a legitimate interest to intervene when its opinion is diverging from the views of the former association. One might actually expect the new association to support by all means the correct application of the regulations, especially when its affiliates’ rights are at stake.
22. The fact that only associations are competent to file a petition to provisionally register a player with its affiliate is also consistent with the position expressed by the FIFA to Mr Adam Rafal Kokoska. With this regard, the principle of good faith protects the interested person in the trust he/she placed in the assurances he/she received from the competent authority (ATF 131 II 636; ATF 129 I 170; 128 II 125; 126 II 387). On 3 September 2008, the Player asked for the assistance of the FIFA in receiving the ITC from the PZPN. The following day, FIFA explained

that “*should our intervention be needed, you are kindly invited to inform the Federazione Italiana Giuoco Calcio to contact our services in order to ask for our assistance with the request for the issuance of the relevant ITC by the Polish Football Association*”. At the hearing, the FIFA confirmed to the Sole Arbitrator that this was in line with its constant practice. As already exposed here above, article 2 par. 6 of annex 3 of the FIFA Regulations does not specify who is entitled to ask for provisional measures. Hence, in the absence of a clear written rule to the contrary, the Sole Arbitrator does not see a superior interest that could justify the breach of the assurance given by the FIFA to the Player on 4 September 2008.

23. In view of the foregoing determination, it appears to the Sole Arbitrator that the FIGC had standing to file a petition with FIFA to provisionally register the Player.
  24. The Appellant submits that it was allegedly not aware of the initiation of the proceedings for provisional measures and seems to suggest that its right to proper defence was not respected. As seen before, the CAS has jurisdiction over this dispute. Article R57 of the Code provides that “*the Panel shall have the power to review the facts and the law*”. Under this provision, the Sole Arbitrator’s scope of review is basically unrestricted. It has the full power to review the facts and the law. The Sole Arbitrator may even request the production of further evidence. According to a rule that exists in most legal systems, a complete investigation by an appeal authority, which has the power to hear the case, remedies, in principle, most flaws in the procedure at first instance. Hence, if there had been procedural irregularities in the proceedings before the FIFA, which however has not been proven before the Sole Arbitrator, it would now have been cured by the present arbitration proceedings (CAS 2006/A/1141; CAS 2004/A/607; CAS 2004/A/633).
  25. In the present case, the Appellant has been given all opportunities to exercise its right to be heard, both in writing and orally. At the end of the hearing held on 12 May 2009, his representative acknowledged that its right to be heard had been respected. The Appellant cannot derive any right from the fact that it was presumably not informed of the request filed by the FIGC to the FIFA on 5 September 2008.
- B. *Is the FIFA Single Judge of the Players’ Status Committee authorization given to the FIGC to provisionally register the Player with its affiliate in accordance with the FIFA Regulations?*
26. The Appellant alleges that, in the present case, there are no exceptional circumstances that could justify the provisional measures taken by the FIFA Single Judge of the Players’ Status Committee. Fundamentally, the Appellant claims that as long as it has not agreed to the termination of the contract, the Player remains committed to it until 30 June 2010. This allegation must be disregarded.
  27. If the Appellant’s position was to be followed, it would indisputably create an inequality of bargaining power between the player and the club and place the latter in the favorable position of deciding the terms and the conditions under which it would give its consent to the “*mutually agreed termination of the contract*”. The player’s situation would be even weaker if he had already

signed a new professional contract with another club. In such a context and in order to avoid any complication with his new employer, the desire for approval of his former club could make the player agree to a detrimental arrangement. Had the player not signed a new contract with a new employer, the former club could simply prevent him from working by deciding not to give him its acceptance to the termination of the contract during the transfer window.

28. All the above considerations establish that the position of the Appellant is inconsistent with the FIFA Regulations, which are designed to find a reasonable balance between the needs of contractual stability, on the one hand, and the needs of free movement of players, on the other hand, i.e. to find solutions that foster the good of football by reconciling in a fair manner the various and sometimes contradictory interests of clubs and players (CAS 2007/A/1298 & 1299 & 1300; CAS 2008/A/1519 & 1520).
29. In the view of the above, the Sole Arbitrator does not see any reason to depart from the position expressed in the constant jurisprudence of the CAS (CAS 2006/A/1100):  
*“(...) the Panel is of the opinion that a player cannot be compelled to remain in the employment of a particular employer. If a player terminates his employment contract without valid reason, then the latter is not withstanding the possibility of sporting sanctions - obliged to compensate for damages, if any, but is not obliged to remain with the employer or to render his services there against his will”.*
30. The fact that the Player notified the Appellant that he unilaterally terminated their contractual relationship with immediate effect is, *per se*, not exceptional.
31. However, between the moment the termination of the contract was notified on 22 May 2008 and the moment the FIFA was requested to accept the provisional registration of the Player on 5 September 2008, more than 3 months passed by. During this period, the Appellant has not initiated proceedings to examine the consequences of the said termination and/or to deny its validity. Only a disciplinary investigation was allegedly undertaken at the Polish club level and was still pending on 23 September 2008. With this regard, the Appellant has not tried to explain to the Sole Arbitrator if the internal procedure had been carried out completely and whether a sanction had been imposed upon the Player.
32. Those circumstances make the situation truly exceptional. For these reasons, the Sole Arbitrator comes to the conclusion that the decision of the FIFA Single Judge of the Players’ Status Committee ought to stand. The Sole Arbitrator is comforted in his position as, to date, i.e. more than a year after the termination of the contract, no proceedings have been brought by the Appellant against the Player. For the last year, the Player has not provided any services to the Appellant, which has in return not paid any salary. The provisional measures ordered by the FIFA Single Judge of the Players’ Status Committee were the only means available to protect the Player and his right to work from an irreparable harm.

- C. *Has the Sole Arbitrator to deal with the counterclaim of Empoli Football Club S.p.A.?*
33. Empoli Football Club S.p.A. requested the Sole Arbitrator to order the payment in its favour of an indemnity amounting Euro 39,435.30. It is of the opinion that the proceedings initiated because of the refusal of the PZPN to issue the ITC prevented Empoli Football Club S.p.A. to field the Player or benefit from his services for more than two months. It submitted that *“The financial damages incurred by Empoli during that time are at least in the amount of **Euro 39.435,30** representing the gross salary agreed and discharged to the Player for the period commencing the 1<sup>st</sup> of August 2008 and terminating on the 14<sup>th</sup> of October 2008”*.
34. The Sole Arbitrator observes that the purpose of the appeal is to have the Sole Arbitrator to examine the validity of the provisional measures ordered by the FIFA Single Judge of the Players’ Status Committee, whereas the counterclaim derives from the contractual dispute between Empoli Football Club S.p.A., the Player and/or the Appellant. Such contractual dispute could/should be the object of a distinct procedure. It is obvious that the counterclaim is entangled with the Appellant’s own eventual claim for compensation for the alleged premature, unjustified termination of the professional contract by the Player.
35. In any event, the Sole Arbitrator notes that, as regards the burden of proof, it is the duty of Empoli Football Club S.p.A. to objectively demonstrate the existence of its rights (Article 8 of the Swiss Civil Code, ATF 123 III 60 consid. 3a) ATF 130 III 417 consid. 3.1.). It is not sufficient for it to simply assert the mere existence of a violation of its interests for a tribunal to consider the matter without further substantiating its claim. (CAS 2005/A/896). In the case at hand, Empoli Football Club S.p.A. has not proven nor made plausible the existence of the alleged damage it suffered. In particular it has not established that it paid the Player, that the latter has not provided any services nor trained at all with its team until 14 October 2008 and that it is the Appellant which is solely responsible for the alleged damage and not the PZPN.
36. For all those reasons, Empoli Football Club S.p.A. cannot as a part of this case be awarded the requested compensation.

**The Court of Arbitration for Sport rules:**

1. The appeal of Wisla Kraków against the decision issued on 10 October 2008 by the FIFA Single Judge of the Players’ Status Committee is dismissed.
2. The decision issued on 10 October 2008 by the FIFA Single Judge of the Players’ Status Committee is confirmed.
- (...)
5. All other or further claims are dismissed.