



Arbitration CAS 2017/A/5230 Miejski Młodsiewowy Klub Sportowy (MMKS) Concordia Elbląg v. Jesús Vicente de los Galanes, award of 12 June 2018

Panel: Mr Bernhard Welten (Switzerland), Sole Arbitrator

Football

Termination of the employment contract with just cause

Consequences of a termination with just cause

Article 14 of the FIFA Regulations on the Status and Transfer of Players states that a contract may be terminated by either party without consequences of any kind where there is just cause. If a party had just cause to early terminate the employment contract, it does not have to pay any compensation to the other party.

I. PARTIES

1. Miejski Młodsiewowy Klub Sportowy (MMKS) Concordia Elbląg (“Appellant” or “Concordia Elbląg”) is a football club affiliated to the Polish Football Association (“PFA”) and participating in the second league for the 2013/14 season, respectively in the third league group 1, the fourth highest football league in Poland since the 2016/17 season.
2. Jesús Vicente de los Galanes (“Coach” or “Respondent”) is a coach of Spanish nationality who was under contract with the Appellant until 30 May 2014.

II. FACTS AND FIFA PROCEEDINGS

3. On 1 February 2014, the Parties signed an employment contract valid from 1 March 2014 until 31 December 2016 (the “Employment Contract”). The Coach was entitled to receive from the Respondent a monthly remuneration of Polish Złoty (PLN) 1,500 net. The Respondent, however, filed in front of the FIFA Players’ Status Committee (the “PSC”) an employment agreement of 7 January 2014, valid for a period of 1 January to 31 December 2016. The Sole Arbitrator will look at the validity of these employment agreements later, under VIII. Merits.
4. On 30 May 2014, the Appellant terminated the Employment Contract according to its Article 4 para. 7, once the relegation to the lower league was mathematically certain.
5. On 6 October 2014, the Coach lodged a claim against the Appellant before FIFA. In this claim, he requested the Appellant to pay the following amounts:

- PLN 14,000.00 (EUR 3,371.20) for unpaid salaries
 - PLN 1,140.00 (EUR 274.51) point bonus
 - PLN 4,915.92 (EUR 1,183.75) for three airline tickets
 - PLN 400.00 (EUR 96.32) for transport costs (meetings and trainings)
 - PLN 10,000.00 (EUR 2,405.10) for damages
6. On 19 December 2014, the Appellant replied in stating that all claims filed by the Coach are unfounded as the full salary based on the Employment Contract was paid to him.
 7. On 14 July 2015, the PSC informed the Coach about the Appellant's reply.
 8. On 20 November 2015, the Coach confirmed his claim filed on 6 October 2014.
 9. On 7 July 2016, the PSC informed the Appellant about the Coach's reply of 20 November 2015 and set a deadline to file the final comments.
 10. On 29 September 2016, the PSC informed the Parties that the Appellant did not file any final statement.
 11. On 6 October 2016, the Coach informed the PSC that he did not work as a football coach after 30 June 2014.
 12. On 11 October 2016, the PSC stated in its decision as follows:
 - "1. *The claim of the Claimant, Jesus Vincente de los Calanes Aguirre, is partially accepted.*
 2. *The Respondent, MMKS Concordia Elblag, has to pay to the Claimant, Jesus Vincente de los Calanes Aguirre, **within 30 days** as from the date of notification of this decision, the amount of PLN 16,955.92 as outstanding remuneration.*
 3. *The Respondent, MMKS Concordia Elblag, has to pay to the Claimant, Jesus Vincente de los Calanes Aguirre, **within 30 days** as from the date of notification of this decision, the amount of PLN 3,500 as compensation.*
 4. *Any further claims lodged by the Claimant, Jesus Vincente de los Calanes Aguirre are rejected.*
 5. *If the aforementioned amount is not paid within the aforementioned deadline, an interest rate of 5% per year will apply as of the expiry of the fixed time limit and the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.*
 6. *The final costs of the proceedings in the amount of CHF 5,000 are to be paid by the Respondent, MMKS Concordia Elblag, **within 30 days** as from the date of notification of this decision, as follows: [...]"*

13. On 18 October 2016, the PFA informed the PSC that the Appellant did not receive the documents filed by the Coach. This was confirmed by the Appellant in its letter of 31 October 2016; further, the Appellant requested the PSC to grant an extension of the deadline to file the final statements.
14. On 7 November 2016, the PSC decision of 11 October 2016 was sent to the Parties.
15. On 10 November 2016, the Appellant requested the grounds of the PSC decision of 11 October 2016.
16. On 19 December 2016, the Appellant filed a request with the local Polish Prosecutor to investigate this case under the criminal laws.
17. On 11 January 2017, the municipal police headquarter in Elblag opened a criminal investigation, amongst others against the Coach, for using previously forged contracts like the Employment Contract provided by the Coach in the proceedings before the PSC.
18. On 20 January 2017, the Appellant informed the PSC that it filed a criminal action against, amongst others, the Coach for counterfeiting the Appellant's agreements and using them in the FIFA proceedings.
19. On 22 May 2017, the PSC sent the decision of 11 October 2016 together with the reasons (the "Decision") to the Parties. The Decision may be summarized as follows:
 - The Appellant terminated the Employment Contract with the Coach with undated letter, with effect from 30 May 2014 and based on Article 4 para. 7 of the Employment Contract, the relegation of the Appellant to a lower league. The Coach stated, however, to have sent a letter to the Appellant on 30 June 2014 and terminating the Employment Contract as the Appellant stopped fulfilling its financial obligations to him and in addition hired a new coach for the first team. He further claimed outstanding salaries of a total of EUR 7,330.88. The Appellant, however, states that it fully paid the Coach.
 - The PSC Single Judge decided that the 2014 edition of the FIFA Rules Governing the Procedures of the Player's Status Committee and the Dispute Resolution as well as the 2014 edition of the FIFA Regulations on the Status and Transfer of Players ("RSTP") are applicable.
 - The Appellant did not contest that it terminated the Employment Contract on 30 May 2014; however, it alleged that it fulfilled all of its contractual obligations to the Coach. The PSC Single Judge stated that the Appellant did not provide any evidence regarding the alleged payments of the outstanding remuneration to the Coach.
 - The PSC Single Judge held that the Appellant terminated the Employment Contract without just cause and it did not prove to have paid the salaries of March, April and May 2014 to the Coach. Therefore, the Appellant was ordered to pay to the Coach PLN 10,500 as outstanding salaries for March, April and May 2014, PLN 1,140 as bonus (PLN 60 for each league point won), PLN 4,915.92 for three airline tickets the Coach paid (point 4.4 of the

Employment Contract) as well as PLN 400 for travel expenses (Article 4 para. 5 of the Employment Contract).

- On the other hand, the PSC Single Judge rejected the Coach's request for other expenses in the amount of EUR 71.87 as not contractually foreseen.
- Regarding the compensation for breach of contract, The PSC Single Judge stated that he could not go "ultra petita" and therefore could only grant the compensation requested for the salary in June 2014 in the amount of PLN 3,500.
- Finally, the PSC Single Judge rejected the Coach's claim for moral damages in the amount of PLN 10,000 as the evidences filed by the Coach were insufficient to grant such moral damages.

20. On 22 May 2017, the Decision was sent to the Parties; based on the tracking report, they received the Decision on 24 May 2017.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT ("CAS")

21. On 13 June 2017, the Appellant filed its Statement of Appeal in accordance with Article R48 of the Code of Sports-related Arbitration (the "Code"). The Appellant initially requested to submit this procedure to a three-member Panel.
22. On 20 June 2017, the Appellant filed its Appeal Brief in accordance with Article R51 of the Code.
23. On 4 August 2017, the CAS Court Office informed the Parties that it did not receive any Answer from the Coach and the deadline to do so expired on 31 July 2017.
24. On 18 August 2017, the Appellant requested for a Sole Arbitrator to be appointed in this case.
25. On 23 August 2017, the CAS Court Office asked the Respondent to inform the CAS Court Office whether he agreed to submit this matter to a Sole Arbitrator.
26. On 31 August 2017, the CAS Court Office informed the Parties that the Coach did not reply regarding the request to submit this case to a Sole Arbitrator and, therefore, it will be up to the Division President to decide, pursuant to Article R50 of the Code.
27. On 7 September 2017, the CAS Court Office informed the Parties that the Division President has decided to submit this procedure to a Sole Arbitrator, pursuant to Article R50 of the Code.
28. On 7 September 2017 as well, FIFA declared to renounce to its right to intervene in the present arbitration and provided a clean copy of the Decision as well as the fax cover and sending reports regarding the information of the Parties. The fax delivery notification shows that the PFA received the Decision on 22 May 2017. The courier tracking shows that both Parties received the Decision on 24 May 2017.

29. On 12 October 2017, the CAS Court Office informed the Parties that this case will be decided by the Sole Arbitrator Bernhard Welten, attorney at law in Berne, Switzerland.
30. On 3 November 2017, the CAS Court Office informed the Parties that the Sole Arbitrator did not consider necessary to hold a hearing in this matter.
31. On 9 November 2017, FIFA sent a copy of its file involving the Parties in front of the PSC to the CAS Court Office.
32. On 8 respectively on 10 November 2017, the Appellant and the Respondent signed the Order of Procedure.

IV. SUBMISSIONS OF THE PARTIES

33. In the following summaries, the Sole Arbitrator will not include every argument put forward to support the Parties' claims. Nevertheless, the Sole Arbitrator has carefully considered and taken into account all of the evidences and arguments submitted by the Parties, but limits his explicit references to those arguments that are necessary in order to justify his decision.

A. Appellant's Submissions and Requests for Relief

34. The Appellant's submissions, in essence, may be summarized as follows:
 - the valid Employment Contract in force between the Parties was concluded on 1 February 2014 for the period 1 March 2014 to 31 December 2016. It states that the monthly remuneration is PLN 1,500. The Appellant terminated the Employment Contract when it was assured to be relegated in the lower league. Till the end of the Employment Contract it has paid all dues to the Coach;
 - the employment agreement referred to by the Coach, allegedly concluded on 7 January 2014, states a monthly remuneration of PLN 3,500 and it was not signed by the Coach and a second representative of the Appellant as in the Employment Contract. Therefore, the monthly remuneration of PLN 3,500 and the bonus of PLN 60 for each league point are not validly agreed between the Parties;
 - on 19 December 2016, the Appellant filed a request with the competent prosecutor, among others against the Coach. Therefore, on 11 January 2017, the municipal police headquarters in Elblag accordingly opened a criminal investigation;
 - the employment agreement of 7 January 2014, based on which the Coach claims any amount from the Appellant, is a forged document and therefore not valid. Out of this forged document no rights and obligations are stipulated between the Parties. The Decision is based on an invalid, forged document.
35. In its prayers for relief, the Appellant requests as follows:

- “1. *the present appeal against FIFA Decision of the Single Judge of the Players’ Status Committee dated as of 11 October 2016 is upheld;*
2. *to set aside the challenged decision;*
3. *to rule that the Appellant is not liable to pay any compensation, any salary and/or any amount whatsoever to the Respondent;*
4. *The Respondent be enjoined from bringing any further claim in front of FIFA in respect to any matter arising out of his Civil Law Contract with the Appellant;*
5. *to condemn the Respondent to the payment in the favour of the Appellant of the legal expenses incurred;*
6. *to establish that the costs of the arbitration procedure shall be borne by the Respondent;*
7. *such further or consequential orders or relief as the Court sees fit.*

Subsidiarily, and only in the event that the above is rejected:

1. *the present appeal against FIFA Decision of the Single Judge of the Players’ Status Committee dated as of 11 October 2016 is upheld;*
2. *the decision by FIFA Decision of the Single Judge of the Players’ Status Committee dated as of 11 October 2016 shall be annulled and a new decision is issued in which, having considered all the pertinent factors and attendant circumstances;*
3. *to condemn the Respondent to the payment in the favour of the Appellant of the legal expenses incurred;*
4. *such further or consequential orders or relief as the Court sees fit”.*

B. Respondent’s Submissions and Requests for Relief

36. The Respondent did not file any Answer within the given time limit. In accordance with Article R55 of the Code, if the Respondent fails to submit the answer within the given time limit, the Sole Arbitrator may nevertheless proceed with the arbitration and deliver an award.

V. JURISDICTION

37. Article R47 of the Code provides as follows:
“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of that body”.
38. Article 58 of the FIFA Statutes state that the CAS has jurisdiction to decide on appeals against final decisions passed by FIFA’s legal bodies like the PSC. The Decision confirms this possibility.
39. In view of this, the Sole Arbitrator, therefore, confirms that CAS has jurisdiction to hear this appeal. The Parties have further confirmed this by signing the Order of Procedure.

VI. ADMISSIBILITY

40. The Decision was taken by the PSC on 11 October 2016. The grounds of the Decision were subsequently sent to the Parties by courier; based on the DHL tracking, both Parties received the Decision on 24 May 2017. The Appellant has then filed its Statement of Appeal on 13 June 2017 and, therefore, within the 21-days deadline set by Article 58 para. 1 FIFA Statutes in conjunction with Article R49 of the Code. Furthermore, the Appeal complied with all other requirements of Article R48 of the Code, including the payment of the CAS Court Office fee.
41. Therefore, it follows that the Appeal is admissible.

VII. APPLICABLE LAW

42. Article R58 of the Code states:
- “The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*
43. The Appellant first of all points out to Article R58 of the Code and Article 66 para. 2 FIFA Statutes which mainly come to the conclusion that subsidiarily to the FIFA Regulations, Swiss law shall be applied. In addition, the Appellant refers to Articles 6 and 7 of the Employment Contract and alleges that the Parties have chosen the Polish law to be applicable and the Respondent was aware that the Employment Contract was closed under Polish law.
44. The Coach did not participate actively in these proceedings and he did not send any Answer. In the proceedings before the PSC, the Coach only relied on FIFA Regulations and the employment agreement of 7 January 2014 he provided.
45. The PSC applied in the Decision the FIFA Regulations; there was no need to apply any national law subsidiarily.
46. The Employment Contract of 1 February 2014 states in Article 7: *“The rules regulating the relationships between a sports club and a football coach’ adopted in the resolution no. 111/25 of 8 June 2000 by the Management Board of the Polish Football Association shall form an integral part of this contract and they are annexed hereto. By signing this contract the Coach and the Club confirm the knowledge of hereinabove mentioned provisions and they undertake to observe them unconditionally. [...]”.* The Sole Arbitrator is of the opinion, that Article 6 of the Employment Contract is not a choice of law clause as it only defines the competences of (polish) football authorities. Further, Article 7 of the Employment Contract is not a choice of law clause either, as the Parties agreed in this article to include into the Employment Contract as integral part a specific resolution of the PFA. However, the Parties did not stipulate the Polish law or any other law to be applicable subsidiarily to the specific football regulations. Therefore, in application of Article R58 of the Code, the Sole Arbitrator decides that beside the FIFA Regulations, subsidiarily Swiss law shall be applicable.

VIII. MERITS

47. The Sole Arbitrator has to answer mainly the following three questions in order to decide this case:
- a) Did the Parties conclude a valid and enforceable employment contract and if yes, which is the correct and enforceable version?
 - b) If a valid and applicable employment contract was in place, was the termination by 30 May 2015 made with / without just cause?
 - c) Consequences of the termination (e.g. salary payments, compensation etc.)?
- a) **Did the Parties conclude a valid and enforceable employment contract and if yes, which is the correct and enforceable version?**
48. The PSC referred in its Decision to the employment agreement signed on 7 January 2014, with a monthly remuneration of PLN 3,500 and a bonus per league point of PLN 60. In Article 4 para. 8 of this employment agreement, it is further stated: *“the contract may be terminated by the Board of MMKS Concordia Elblag before 30 June 2014 should the coach fail to keep 1 team in the Second League”*. In the FIFA proceedings a copy of this employment agreement, apparently signed by Mr. Pelc as well as the Coach and Mr. Andrés Lozano Domingo as translator, was filed by the Coach as evidence no. 4. The Appellant, however, filed in the CAS proceedings a copy of this employment agreement of 7 January 2014 which is apparently only signed by Mr. Pelc; at least no signature of the Coach is visible.
49. In this appeal, the Appellant referred to the Employment Contract of 1 February 2014 and filed a copy of this document. The Employment Contract is printed on a letter head of the Appellant and signed by two representatives of the Appellant as well as by the Coach. Further, the Appellant filed an English translation of this Employment Contract which did foresee in Article 2 a monthly remuneration for the 2013/14 season of PLN 1,500 net and referred to a separate contract for bonus payments. In Article 4 para. 7 it stated: *“the contract may be terminated earlier by the Board of MMKS Concordia Elblag should the coach fail to keep the team in the Second League”*.
50. Looking at the two contracts of 7 January respectively 1 February 2014, the Sole Arbitrator is of the opinion that the employment agreement of 7 January 2014 which was filed by the Coach to the PSC looks more like a draft contract as it is not printed on the Appellant’s letter head and not having the signature of a second representative of the Appellant. The Employment Contract of 1 February 2014 is, on the other hand, printed on the Appellant’s letter head and showing the signatures of two representatives of the Appellant as well as of the Coach. The Sole Arbitrator, therefore, considers the Employment Contract of 1 February 2014 as being the valid and enforceable contract between the Parties. The Coach did not file any Answer in these proceedings and therefore, the Sole Arbitrator does not know what arguments he possibly had against this Employment Contract being the valid and enforceable contract between the Parties.
51. In the FIFA file, the Sole Arbitrator has seen that the Coach pretended having been forced by the Appellant to sign the Employment Contract of 1 February 2014 in order to reduce the tax

and social security charges. This could be a possible reason for having signed a second contract on 1 February 2014 with a lower salary. However, as the Coach did, beside the signing of the Order of Procedure, not participate in these proceedings, the Sole Arbitrator has no chance to verify this. Further, the criminal complaint filed by the Appellant with the Polish authorities does bring another piece of circumstantial evidence that for the Employment Contract of 1 February 2014 being the valid and enforceable contract. Even if both contracts would have been formally valid (representation of the Appellant by only one person possible), the Sole Arbitrator is of the opinion that the Employment Contract of 1 February 2014 was obviously the 'newer' contract which had replaced the 'older' contract of 7 January 2014 by the Parties' agreement and signature anyway. Therefore, in the Sole Arbitrator's view, the Employment Contract of 1 February 2014 is the contract to be considered as valid and enforceable contract, governing the relation between the Parties. As the Parties did not bring forward any other reasons against the validity of the Employment Contract, the Sole Arbitrator decides that the Parties concluded two valid contracts, but the Employment Contract of 1 February 2014 is the correct and enforceable contract.

b) If a valid and applicable employment contract was in place, was the termination by 30 May 2015 made with / without just cause?

52. Starting now to interpret the Employment Contract of 1 February 2014, the Sole Arbitrator looks at its Article 4 para. 7 which stated: "*the contract may be terminated earlier by the Board of MMKS Concordia Elblag should the coach fail to keep the team in the Second League*". It is not disputed by the Parties that this clause grants the Appellant the possibility to early terminate the Employment Contract in case the Coach could not avoid the relegation of the Appellant's first team to the lower league. The Appellant argues that once it was mathematically certain that the first team will be relegated, it did terminate the Employment Contract with its letter by 30 May 2014. This letter was filed as evidence no. 9 by the Coach in the FIFA proceedings, respectively by the Appellant as evidence no. 5 to the Appeal Brief. The letter is not dated, written in Spanish and stated that the Appellant terminates the Employment Contract in respecting a notice period of 14 days by 30 May 2014. The letter further refers to an employment agreement signed by 1 March 2014 and it bears the signature of the Coach. The Coach did not object against this termination, but referred to the employment agreement of 7 January 2014 in which Article 4 para. 8 stated: "*the contract may be terminated by the Board of MMKS Concordia Elblag before 30 June 2014 should the coach fail to keep 1 team in the Second League*".
53. Even based on the employment agreement of 7 January 2014, Article 4 para. 8, the Appellant was allowed to terminate the employment relationship between the Parties "*before 30 June 2014*". The termination made by the Appellant with its letter which remained uncontested by the Coach, is, therefore, also covered by this clause and not only by Article 4 para. 7 of the Employment Contract. Both clauses do not contain a notice period to be respected. As the Coach signed the termination letter, the Sole Arbitrator takes this as consent that he received the letter possibly 14 days before 30 May 2014 as stated in the letter. The Sole Arbitrator is, therefore, of the opinion that the termination of the Employment Contract made by the Appellant's letter was made with just cause. The Coach did in these proceedings not object that the Appellant had just cause to terminate the Employment Contract.

c) Consequences of the termination (e.g. salary payments, compensation etc.)?

54. First of all, the Employment Contract started on 1 March 2014 and was terminated with just cause by 30 May 2014. The PSC condemned the Appellant to pay to the Coach the salaries for March, April and May 2014. The Appellant alleged that it paid the Coach in full for these months, however, it did not file any evidences in front of the PSC to ascertain this. In the present appeal proceedings, the Appellant filed as evidence no. 6 of the Statement of Appeal, respectively evidence no. 3 of the Appeal Brief three receipts confirming the receipt of payment of PLN 1,500 on 10 February 2014, PLN 2,000 on 19 March 2014 and PLN 1,000 on 7 April 2014 by the Coach. Each of these receipts bears the signature of the Coach. In the present proceedings, the Coach did not contest having received an amount of PLN 4,500 from the Appellant. The Sole Arbitrator, therefore, confirms that the Appellant did pay the Coach the total of three monthly salaries in the total net amount of PLN 4,500. Therefore, the Coach has no claim against the Appellant for outstanding salary payments for March, April and May 2014.
55. The PSC further granted the Coach a bonus payment of PLN 1,140 based on Article 4 para. 3 of the employment agreement. In the valid Employment Contract, no such bonus clause was stated. In Article 2 of the Employment Contract was stated: “[...] *The remaining arrangements pertaining to the award of bonuses shall be determined in a separate contract*”. The Parties did not file any such separate contract and in the FIFA file no such separate contract could be found either. Therefore, the Sole Arbitrator has to cancel the amount granted by the PSC for bonus payments of PLN 1,140. Such amount has not to be paid by the Appellant to the Coach.
56. The PSC ordered the Appellant to pay the Coach as well three airline tickets in the total amount of PLN 4,915.92 and travel expenses in the amount of PLN 400. Article 4 para. 3 and 4 of the Employment Contract state: “3. *the club shall provide for the coach an apartment, full board (breakfast, lunch, dinner), as well as other necessary tools for the work of the coach in the first team such as a Polish telephone card, transport, a laptop, etc.; 4. The club undertakes to cover the transportation costs between the place of work and home three times per season*”. The Appellant asked in its prayers that the Decision shall be cancelled and it should not be liable to pay “*any amount whatsoever to the Respondent*”, however it did not give any reasoning in relation to the “*transportation costs*”. The Coach filed several evidences before the PSC in relation to these “*transportation costs*”; he filed boarding passes, correspondences and invoices in relation to airline tickets to go home. Looking at these evidences in the FIFA file, the Sole Arbitrator has seen that the boarding passes/tickets are from 16/18 December 2013, 8 January, 12 February, 18/21 April and 11 June 2014. With the exception of the boarding pass of 21 April, all other dates are outside the contract period which was from 1 March until 30 May 2014 based on Article 2 of the Employment Contract. The Appellant did request in its prayers to order that he is not liable to pay any such amount. As mentioned before, he did, however, not oppose to these costs granted to the Coach by the PSC in detail. The Coach did not file any statement to inform what for these flights were. Based on the Employment Contract, the Appellant is only liable to pay three times the roundtrip Elblag/Gdansk – Madrid – Elblag/Gdansk per season. The Sole Arbitrator is of the opinion that no costs can be granted to the Coach for flights being taken outside the contract period from 1 March to 30 May 2014. The only flight Elblag/Gdansk – Madrid – Elblag/Gdansk shown by boarding passes/tickets within the contract period is the one of 18/21 April 2014.

The costs are shown with EUR 569.06 which corresponds to PLN 2,388.29 (exchange rate of 24 April 2014). The Sole Arbitrator, therefore, decides that the Appellant has to pay PLN 2,388.29 to the Coach for his return flights on 18/21 April 2014, based on Article 4 para. 4 of the Employment Contract. The other travel expenses of PLN 400 the Coach asked for were not contested by the Appellant in detail respectively the Appellant did not file any evidence that these costs were paid to the Coach. Based on Article 4 para. 3 of the Employment Contract such costs are the Appellant's duty. The Sole Arbitrator, therefore, confirms this claim of PLN 400 from the Coach against the Appellant. The total costs to be paid by the Appellant based on Articles 4 para. 3 and 4 of the Employment Contract are, therefore, PLN 2,788.29.

57. As the Coach did not ask for any interests to be paid on the outstanding amounts at the FIFA proceedings, the Sole Arbitrator cannot grant any interests for delayed payments to the Coach as this would be in his favour and the Coach did not file an appeal himself against the Decision.
58. Article 14 RSTP states that a contract may be terminated by either party without consequences of any kind where there is just cause. As stated before, the Appellant had just cause to early terminate the Employment Contract by 30 May 2014. Therefore, the compensation granted by the PSC to the Coach has to be annulled. The Appellant does not have to pay any compensation to the Coach.
59. Summing up, the Sole Arbitrator is of the opinion that beside the travel costs of PLN 2,788.29, the Appellant has not to pay any amounts to the Coach and all agreed salaries for March, April and May 2014 were paid in full by the Appellant.

ON THESE GROUNDS

The Court of Arbitration for Sports rules that:

1. The appeal of Miejski Mlodsiezowy Klub Sportowy (MMKS) Concordia Elblag against the decision of the Single Judge of the FIFA Players' Status Committee of 11 October 2016 is partially upheld.
2. The item 2 of the decision of the Single Judge of the FIFA Players' Status Committee of 11 October 2016 is amended as follows:

Miejski Mlodsiezowy Klub Sportowy (MMKS) Concordia Elblag has to pay to Jesús Vicente de los Galanes Aguirre, within 30 days from the date of notification of this decision, an amount of PLN 2,788.29 as outstanding remuneration.

3. The item 3 of the decision of the Single Judge of the FIFA Players' Status Committee of 11 October 2016 is cancelled.
4. (...).
5. (...).
6. All other motions or prayers for relief are dismissed.