



Arbitrations CAS 2019/A/6187 Nogoom FC v. Egyptian Football Association (EFA), Ismaili SC & Ibrahim Hassan Abdullatif & CAS 2019/A/6189 Ismaili SC v. EFA & Nogoom FC, award of 21 February 2020

Panel: Mr Lars Hilliger (Denmark), President; Mr Michele Bernasconi (Switzerland); Mrs Anna Bordiugova (Ukraine)

Football

Transfer with sell-on clause

Burden of proof

CAS power of review

- 1. In CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them. The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence.**
- 2. Under Article R57 of the CAS Code, the CAS has the full power to review the facts and the law. Consequently, issues of procedural fairness are in any case cured by the proceedings before the CAS panel.**

I. PARTIES

1. Nogoom FC (“Nogoom”) is a professional Egyptian football club affiliated with the Egyptian Football Association.
2. Ismaili SC (“Ismaili”) is a professional Egyptian football club also affiliated with the Egyptian Football Association.
3. The Egyptian Football Association (“EFA”) is the governing body of football in Egypt, which is affiliated with the Fédération Internationale de Football Association (“FIFA”).
4. Ibrahim Hassan Abdullatif (the “Player”) is a professional football player of Egyptian nationality born in 1991.

II. FACTUAL BACKGROUND

5. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.
6. The Player was initially discovered by Nogoom as a minor, and after having spent some years at the football academy, the Player was signed as a professional football player with Nogoom.
7. On 30 January 2012, Nogoom, the Egyptian football club Zamalek Sporting Club ("Zamalek") and the Player entered into a loan agreement (the "Loan Agreement") under which the Player was loaned to Zamalek for the remaining part of the 2011/2012 season, as it was the common intention of the two clubs that the Player should be transferred to Zamalek on a permanent basis at the end of the season.
8. The Loan Agreement stated, *inter alia*, as follows:

Preamble

Since [the Player] (third party) is a professional player born in 1991, plays within the lines of [Nogoom] (second party) and whereas [Zamalek] (first party) wishes the transfer of [the Player] to the lines of [Zamalek] on a loan with the intention of buying, starting from 30/1/2012 until the end of the sport season 2011/2012 reserving the right of [Zamalek] to a final transfer after the end of the loan period subject to [Zamalek] commitment to all the obligations stated herein for the closure of the final transfer process.

[...]

Second clause

It was agreed, between [Zamalek] and [Nogoom] upon the transfer of [the Player] to play in the lines of [Zamalek] on a loan until the end of the sport season 2011/2012, in exchange of the amount EGP 225,000 "only two hundred twenty five thousand pound" to be paid to the second party when signing this contract.

Third clause

In case [Zamalek] wishes a final transfer of [the Player] to the lines of [Zamalek] team after the expiration of the loan period at the end of season 2011/2012, [Nogoom] agrees on the final transfer of [the Player] to [Zamalek] in exchange of the amount of EGP 3,000,000 "only three million pound" to be paid to [Nogoom], [...].

Fourth clause

[Zamalek] agreed on paying to [Nogoom] a percentage of 25% from the value of any contract that would be concluded between [Zamalek] and any other club for the transfer [the Player] during the first contracting period of the player with [Zamalek] which is 3 years only.

Moreover, [Zamalek] agreed on paying to [Nogoom] a percentage of 20% from the value of any contract that would be concluded between [Zamalek] and any other club to transfer [the Player]; and that is during the second contract period of the player with Zamalek club [...].”

9. However, due to the political circumstances in Egypt during this period, a final transfer of the Player to Zamalek was never effectuated, and the Player returned to Nogoom in order to proceed with his career with this club.
10. On 25 September 2012, Nogoom, Ismaili and the Player entered into a tripartite agreement (the “Contract”) under which the Player was transferred from Nogoom to Ismaili, in which connection Ismaili was to pay an amount of EGP 500,000 to Nogoom.
11. The Contract stated, *inter alia*, as follows:

“(...) Since all three parties practice football, and (Ismaili) wants to benefit from the experience of (the Player) by purchasing him from (Nogoom) in order to permanently move and be a professional player in (Ismaili’s) team, according to the following conditions

- 1) *The above preamble is an integral part of this contract and complementary to it, as well as the regulations of the EFA and the International one (FIFA), also the practice, and the amendments of the foregoing will be an integral part of this contract.*
- 2) *The three parties agreed that (Ismaili) finally purchases (the Player), who is owned by (Nogoom) by virtue of a contract for professionals at (Nogoom), from the latter, according to the following conditions:*

A) (Ismaili) shall pay an amount of half a million EGP only, to be payed as follows:

(...)

B) (Nogoom) is considered the exclusive owner of the right to market the player inside and outside of Egypt, in coordination with Ismaili Club, for the benefit of the three parties collective.

C) In case an offer arrives for the player during his contract years with Ismaili Club for any amount that satisfies (Ismaili) and (Nogoom), the percentage of each party shall be as follows:

1 (Ismaili) shall obtain (50%) from the aggregate financial offer

- 2) (Nogoom) shall obtain (50%) from the aggregate value of the financial offer including resale percentages and any additional benefit under the contract of the player or the two clubs.
- D) In case (Ismaili) rejects any of the offers presented to it by the (Nogoom) without giving any reasons within 15 days from the date of the submission of the offer by (Nogoom), (Ismaili) becomes then obliged to pay (50%) of the financial offer to (Nogoom) including the percentage of the resale or any additional benefit to the proposed offer, and the player's transfer to (Ismaili) becomes final.
- E) In case Nogoom has received its financial dues mentioned in clause (2) paragraph (C2) the value of which is (50%) from the value of the financial offer presented to Ismaili, Nogoom continues to receive its agreed percentage, which is (50%) of any additional benefits over the financial value mentioned in the offer referred to, such as:
- 1) Percentage of resale
 - 2) Participation of the Player
 - 3) The case of scoring a certain number of goals
 - 4) Other benefits.
- 3) In case any offer arrives for the player during the years of contract, neither party has the right to accept it without recourse to the other party, who shall agree in writing to the closure of the offer.
- 4) In the case of renewal of the player's contract with Ismaili, all parties commit to the same conditions in this contract even if the player renews its contract more than once.
- 5) This contract comes to an end if each party collects his right stipulated in Article 2 paragraph (C, E) of this contract, otherwise the contract shall continue according to paragraph of this contract.
- 6) This contract remains effective according to clauses (3, 4) of this contract, i.e. it does not end by the mere renewal of the player's contract with (Ismaili) but it ends in accordance with Article (5) of this contract.
- 7) Each of (Ismaili) and (Nogoom) acknowledge that if any offer is made to him, whether domestic, or international, or if contacted by a third party for the purpose of the transfer of the player, it shall notify the other with the name of the club which desires that the player is transferred to it, and the amount in honesty without any manipulation or collusion from any of the parties.
- 8) In case it is proven that any party manipulated or facilitated the manipulation by any party, the party who caused such shall be subject to the incurment (sic) provided for in clause (9) of this contract.

9) *This contract is final and irrevocable, and in the case of any party disrespect the clauses herein or if he desires to terminate it before its defined period, he becomes in debt to the other party in an amount of the value of (five hundred thousand USD) as a compensation for the losses and damages it incurred as a result of the offence committed by the other party against him. That compensation is effective without notice or court judgement.*

10) (...).

11) *Any dispute, God forbids it, arising among the three parties about this contract shall be referred to the EFA and its decision shall be final, and after it the international federation FIFA.*

(...)"

12. Before the expiration of the Player's employment contract with Ismaili, Ismaili and the Player renewed their employment relationship for a five-year period.

13. In August 2017, Nogoom and Ismaili received an offer from Zamalek for the permanent transfer of the Player to Zamalek for an amount of EGP 12,000,000.

14. By letter of 15 August 2017 to Zamalek, Ismaili rejected this offer, stating, *inter alia*, that the "player is a key member of the team and can't be dispensed".

15. By letter of the same date, Nogoom wrote to Ismaili, *inter alia*, as follows:

[...] Kindly note that in accordance with [the Contract] that was signed between [Ismaili, Nogoom and the Player], it stipulated in paragraph (B) of the agreement that [Nogoom] shall have the exclusive right to market the Player inside and outside Egypt in coordination with [Ismaili] to serve the interest of the three parties, which means that it is not acceptable that your management limits the interest of the benefit of one party [Ismaili] and ignores the benefits of other parties.

We would like to note that we also refuse the financial proposal of [Zamalek] while keeping the negotiation door with [Zamalek] open to increase the value offered. [...].

Whereas we request to open negotiations with [Zamalek] regarding the increase of the financial value and other benefits that [Zamalek] can offer for transfer of the player. [...]"

16. According to Nogoom, the initial offer received from Zamalek was not the only offer for the transfer of the Player that Ismaili did in fact receive during 2017 and 2018 until May; however, according to Nogoom, Ismaili failed to inform Nogoom in accordance with its obligations to do so pursuant to the Contract.

17. By letter of 11 May 2018, Nogoom, which was then promoted to the Egyptian Premier League, made an offer to Ismaili regarding the Player, stating, *inter alia*, as follows:

“Accordingly, we present to you this proposal for transfer of [the Player] – as final transfer – to [Nogoom] which is recently promoted to Premier League this season and which desires to obtain the services of [the Player] finally for monetary consideration of [USD 1,500,000 (Only one million five hundred thousand US dollar) or equivalent in Egyptian pound at the time of payment) less share of the second party to the contract ([Nogoom]) of [50%] with average of [USD 750,000 (Only seven hundred fifty thousand US dollar)]. Please in case you agree on this proposal provide us in writing with your approval to complete this contract within 15 days from the date in accordance with article (3) of the [Contract]”.

18. Without any response from Ismaili, on 27 May 2018, Nogoom, wrote to Ismaili, *inter alia*, as follows:

“[...] In reference to [the Contract], and in reference to the proposal that we submitted on 11/05/2018 in which we request transfer of player to [Nogoom], to agree on the terms of the mentioned contract, whereas [the Contract] explicitly stipulates that in any financial proposal to be submitted by us the first party (Ismaili Club) shall be bound, 15 days after the date of proposal, to pay 50% of the proposal value to [Nogoom].

Therefore, because the period of notice (15 days) expired, [Ismaili] shall be bound to pay 50% of value of the financial proposal which is submitted to [Nogoom], with an amount of [USD 750,000].

Whereas you undertake negotiations with [Zamalek] on [the Player] without reference to us as having the exclusive right to market the player without obtaining our written consent in accordance with the contract, you therefore infringe the provisions of articles (8) and (9) on prevention of manipulation or non-disclosure of any proposals or negotiations without notifying the other party, the noncomplying party shall be liable to the stipulated penalty of [USD 500,000] in favor of the affected party in addition to his original rights which are set forth in the contract. [...]”.

19. By letter of 28 May 2018, Ismaili replied to Nogoom, *inter alia*, as follows:

“[...] [The Contract] [...] which includes that [Nogoom] is the only one who has the right to market the player inside and outside the Arab Republic of Egypt and that each club get a percentage of 50% from the total value of the financial offer – is considered null and absolute annulment with no effect for the violation of the provisions of Article 18bis/1 of the RSPT, which states: 1. No club shall enter into a contract which enables any other party to that contract or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

Based on the aforementioned and by applying this article to the clauses of the agreement it is clear that [the Contract] is null and void and considered as if it never took place is not bidding before all authorities due to its explicit violation to the provision of article number 18bis/1 of the RSTP, as per aforementioned.

Ismaili is the only one who owns the right to market, loan and sell (the Player) without interference from near or far of [Nogoom], in application of the FIFA regulations of transfer and employment of the players as per the aforementioned.

[...]”.

20. Finally, on 29 May 2018, Nogoom, wrote to Ismaili, *inter alia*, as follows:

“By reference to [the Contract], and whereas Ismaili intentionally violates and infringes the terms of the contract, we would like to inform that we knew that [Ismaili] management is presently negotiating [Zamalek] without referral to us in accordance with the terms of the contract and tries to circumvent the contract by loaning the player or making exchange with other players on the believe that loaning is different from sale of player or that exchange abates the right of our club to its share of the player.

Accordingly, we hereby like to inform that we will take all necessary measures to reserve our lawful rights and that we presently prepare an official complaint to be resented before Sports Disputes and Arbitration Center and to the Player Status Committee in the EFA in this respect. We kindly ask that you don't accept any request of transfer or approval of any contract in respect of the player till the complaint that will be submitted is processed and the present dispute with [Ismaili] in respect of the mentioned player is resolved. [...].”

21. By the end of June 2018, the transfer of the Player from Ismaili to Zamalek was announced in several Egyptian newspapers; based on those announcements Nogoom requested the EFA to suspend the transfer until a financial settlement between Ismaili and Nogoom had been reached.
22. The EFA did not suspend the transfer based on this request.

Proceedings before the EFA

23. By letter of 15 July 2018, Nogoom filed a complaint with the EFA, requesting a declaration stating (i) that the transfer of the Player between Ismaili and Zamalek is invalid and not enforceable, (ii) that Nogoom is entitled to contractual compensation in the amount of USD 500,000 from Ismaili and the Player, respectively, and (iii) that Nogoom is entitled to an amount equal to 50% of the value of the transfer of the Player to another club.
24. In its reply, Ismaili submitted that the Contract was null and void as it was in violation of article 18bis (1) of the FIFA RSTP.
25. Furthermore, Ismaili submitted that the Player was transferred from Ismaili to Zamalek for the amount of EGP 5,000,000.
26. On 15 November 2018, the Player Status Committee of the EFA decided as follows (the “PSC Decision”):

“In reference to the complaint that you filed against Ismaili Sporting Club, we would like to inform that the Player Status Committee decided that you are entitled to an amount of EGP 2500000 (Only two million five hundred thousand Egyptian pounds), percentage of Nogoom El Mostakbal Club from sale of Player, Ibrahim Hassan, in addition to an amount of USD 500,000 (Only five hundred thousand US Dollar), value of penal clause”.

27. On 25 November 2018, Nogoom appealed the PSC Decision before the Appeal Committee of the EFA (the “EFA AC”), requesting, *inter alia*, the EFA AC to order Ismaili to pay an amount of USD 750,000 as a sell-on fee in addition to the compensation already awarded and to order the Player to pay to Nogoom an amount of USD 500,000 as contractual compensation pursuant to the Contract.
28. Following the appeal by Nogoom, Ismaili also appealed the PSC Decision before the EFA AC, requesting the committee to reverse the PSC Decision in relation to Ismaili.
29. On 11 February 2019, the Appeal Committee of the EFA rendered its decision regarding both appeals (the “Appealed Decision”), ruling as follows:

“To admit the appeal in terms of form and dismiss it in terms of merits, and to corroborate decision of the Player Status Committee”.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

30. On 28 February and 7 March 2019, Nogoom and Ismaili filed their respective Statements of Appeal in accordance with Articles R47 and R48 of the CAS Code of Sports-related Arbitration (edition 2019) (the “CAS Code”) against the Appealed Decision.
31. On 18 March 2019, the two Appellants filed their respective Appeal Briefs in accordance with Article R51 of the CAS Code.
32. By letter of 27 March 2019, the Parties were informed by the CAS Court Office that the two procedures, CAS 2019/A/6187 and CAS 2019/A/6189, were consolidated in accordance with Article R52 (5) of the CAS Code.
33. By email of 11 April 2019, Nogoom submitted a request for production of certain documents for the consideration of the Panel, once constituted, together with a substantial number of supporting exhibits in support of its request.
34. On 16 and 18 April 2019, EFA and Nogoom filed their respective Answers to the appeal by Ismaili in accordance with Article R55 of the CAS Code
35. By email of 22 April 2019, and with reference to the request made by Nogoom, EFA informed the CAS Court Office that “[...] *all requested available documents will be enclosed to our statement of defence*”.
36. On 27 April 2019 and 15 May 2019, EFA and Ismaili filed their respective Answers to the appeal filed by Nogoom in accordance with Article R55 of the CAS Code, whereas the Player failed to file his Answer within the given time limit.

37. On 3 May 2019, and in accordance with Article R54 of the CAS Code, the Parties were informed by the CAS Court Office that the Panel had been constituted as follows: Mr Lars Hilliger, Attorney-at-Law in Copenhagen, Denmark (President of the Panel), Mr Michele A.R. Bernasconi, Attorney-at-Law in Zurich, Switzerland, and Dr Anna Bordiugova, Attorney-at-Law in Kyiv, Ukraine, arbitrators.
38. On 19 June 2019, the Parties were informed that the Panel had decided to hold a hearing in this matter pursuant to Article R57 of the CAS Code.
39. By letter of 1 July 2019, and with reference to the request from Nogoom for production of certain documents, EFA submitted some of the requested documents that were in its possession.
40. On the same date, Ismaili commented on the request for production of documents.
41. By letter of 8 July 2019, the Panel informed the Parties of its decision regarding, *inter alia*, the request for production of documents, ruling that the request was denied for some of the documents and upheld for other requested documents.
42. By email of 15 July 2019, Ismaili forwarded only a partial translation into English of some of the requested documents, *i.e.* the financial statements of 2018 and some passages of the minutes of meetings of the board of directors of the club.
43. By letter of 16 July 2019, the Panel requested Ismaili to file a full translation into English of the relevant documents.
44. On 18 July 2019, Nogoom commented on the already filed documents and requested the Panel to order the production of additional information.
45. By email of 27 July 2019, Ismaili filed additional translations with reference to the Panel's request of 16 July 2019.
46. By letter of 30 July 2019, Nogoom once again commented on the documents filed by Ismaili and submitted its own translated version of some of the documents, which the other Parties were invited by the Panel to comment on.
47. On 6 August 2019, the CAS Court Office was informed by DHL that the Player was no longer playing for Zamalek, therefore the counsel of Nogoom was requested to provide the CAS Court Office with a new valid address for the Player, and by letter of 8 August 2019, the CAS Court Office was informed that the Player had been transferred to the Egyptian football club Pyramids FC and was provided with the address of the said club.
48. On 9 August 2019, Nogoom applied for the Panel's permission to include several additional documents into the file, to which Ismaili responded by letter of 19 August 2019.

49. By letter of 21 August 2019, the Parties were informed that the Panel had decided, *inter alia*, to deny the request of Nogoom of 9 August 2019. Furthermore, Ismaili was granted a new deadline to submit certain translated passages of the minutes of the meetings of the club's board of directors and was advised that the Panel may infer an adverse impact on its burden to substantiate the fact alleged in its written submission and/or to reply to the other parties' alleged fact if the club still refuses to submit the requested documents. Finally, the Panel had decided to allow a few additional documents submitted by Nogoom into the file on the ground that Nogoom and Ismaili apparently were in agreement on that subject and since the other document allowed into the file merely consisted of a translated and extended version of a document originally submitted by Ismaili.
50. On 21 August 2019, Nogoom and Ismaili signed and returned the Order of Procedure. On 22 August 2019 EFA also signed and returned the Order of Procedure, whereas the Player failed to return a signed Order of Procedure.
51. On 28 August 2019, a hearing was held in Lausanne, Switzerland.
52. In addition to the Panel, Mr Brent Nowicki, Counsel to the CAS, and the following persons attended the hearing:
- For Nogoom:
- Dr Amr Abbas (counsel)
 - Mr Mohamed Samir Rady (counsel)
 - Mr Harry Omran (counsel)
 - Mr Shady Eltawila (representative of Nogoom)
- For Ismaili:
- Mr Tarek Abdel Hamid Ahmed (counsel)
 - Mr Mohammed Hussain Ibrahim El Kelaya (board member)
 - Mr Mohammad Jadallah (interpreter)
53. At 8:14am on the day of the hearing, the CAS Court Office received an email from the EFA stating as follows: *"On behalf of EFA delegation, kindly note that till late yesterday, we couldn't get the VISA for the EFA delegation to attend the hearing. Many promised we get from the consulate but finally they didn't issue the Visa. Accordingly, kindly set a new date for the hearing of our party to get the chance to explain our situation, as we couldn't reach this one due to force major. Thank you for your understanding and cooperation"*.

54. At the outset of the hearing, the Panel called the counsel of the EFA by phone inviting him to take part in the hearing via conference call, which, according to the counsel, was not possible since at that moment he was driving his car.
55. The Panel invited the counsel to either continue the conference call or, in the alternative, to re-join the hearing at a later stage, which the counsel of the EFA agreed to consider. However, he never re-joined the hearing either via conference call or by any other means.
56. By email from the CAS Court Office forwarded to the counsel of the EFA at 10:27am, the counsel was informed as follows:
- “Further to our telephone conversation at the outset of the hearing, the Panel was prepared to proceed with the hearing, as scheduled, in the presence of FC Nogoom and Ismaili Sporting Club. The Panel notes that you were invited to join the hearing by telephone but that such invitation was rejected on your side. However, you agreed to consider joining the hearing later over the phone, for the oral pleadings.*
- The Panel understands that you were not able to secure a VISA to attend the hearing, but such excuse does not justify the adjournment of the hearing.*
- The Panel will now proceed with the hearing and you are again invited to attend by telephone. Oral pleadings are set to begin at 10h35 CET (Swiss time). Please call +41 21 613 5000 if you wish to attend”.*
57. The Player, although duly summoned, did not attend the hearing.
58. Given these circumstances, the Panel chose to conduct the hearing.
59. At the outset of the hearing, the Parties present confirmed that they had no objections to the constitution of the Panel.
60. The Parties present at the hearing were afforded ample opportunity to present their case, submit their arguments and answer the questions posed by the Panel. After the Parties’ final submissions, the Panel closed the hearing and reserved its final award. The Panel took into account in its subsequent deliberations all the evidence and arguments presented by the Parties although they may not have been expressly summarised in the present Award.
61. At the end of the hearing, the Parties present expressly confirmed that they did not have any objection to the procedure adopted by the Panel and that their right to be heard and to be treated equally had been duly respected.

IV. SUBMISSIONS OF THE PARTIES

62. In its Appeal Brief of 18 March 2019, Nogoom requested the following relief:

- “1) To accept our appeal in terms of form and merits in light of our submission of the statement of appeal within the time limits determined in article R49 of the Code.*
 - 2. To oblige Ismaili SC to pay an amount of 500,000 USD (five hundred thousand USD) as liquidated damages resulting from the breach of the Tripartite Contract, and*
 - 3) To oblige Ismaili SC to pay an amount of 750,000 USD (seven hundred and fifty thousand USD) representing Nogoom FC financial rights according to the offer submitted by Nogoom FC on 11-5-2018 and ignored then rejected by Ismaili SC after the lapse of the deadline agreed upon in article 2-d of the Tripartite Contract; and*
 - 4) To oblige the Player Ibrahim Hassan to pay an amount of 500,000 USD (five hundred thousand USD) as liquidated damages resulting from his breach of The Tripartite Contract and his participation in manipulating the rights of Nogoom FC by hiding the truth.*
 - 5) Nogoom FC shall have the right to receive 50% of any type of benefits received by Ismaili SC according to the tripartite contract in Cause 2-2, and in the case where Ismaili have been transferred to, two players from Zamalek on top of the monetary compensation that we are entitled to 50% of, We therefore request that we receive 50% of the value of the two players who have been transferred to Ismaili from Zamalek as part of the transfer of Ibrahim Hassan.*
 - 6) Nogoom FC shall have the right to receive either a 50% of the true value of the transfer of the player (including any benefits as per the Tripartite Contract) or at least 50% of the value of the offer by Nogoom FC on 11-5-2018 and ignored then rejected by Ismaili SC:*
63. Furthermore, in its Answer of 16 April 2019 to Ismaili’s appeal, Nogoom supplemented its request and requested that the Panel:
- i) “Upholds [the Appealed Decision] in respect of [Ismaili-Compensation] of USD 500,000,*
 - ii) Replaces [the Appealed Decision] in respect of the Sell-On Fees, and decides that:*
 - a. [Ismaili] is obliged to pay [Nogoom] the amount of USD 750,000.*
 - b. In the alternative to a. above, to decide that [Ismaili] is obliged to pay [Nogoom]:*
 - 1) Sell-On Fees on the monetary consideration of transferring the Player to Zamalek] in the amount of EGP 7,5000,000 in, and in the alternative EGP 2,500,000,*
 - 2) Sell-On Fees on the associated benefits known to date, namely the 2-Players, in the amount of EGP 7,2000,000, and*
 - 3) [Nogoom’s] entitlement to Sell-On Fees of 50% on any other benefits or monetary consideration to be revealed in light of the documents to be obtained through document production in these proceedings, or any other point in the future.*

c. Obliges the Player to pay to [Nogoom] the amount of USD 500,000.

iii) Obliges [Ismaili], EFA and the Player to pay to Nogoom] all costs, arbitrators fees, and counsel fees it incurred in these proceedings”.

64. Nogoom’s submissions, in essence, may be summarised as follows:

- By virtue of the Contract entered into between Nogoom, Ismaili and the Player, the Player was transferred from Nogoom to Ismaili for the symbolic amount of EGP 500,000.
- Pursuant to the Contract, Nogoom was entitled to obtain 50% of any aggregate financial offer, including resale percentages and any additional benefits, that Ismaili might receive following a subsequent transfer of the Player.
- Ismaili is not disputing Nogoom’s entitlement to such sell-on fee.
- Furthermore, and also pursuant to the Contract, in case Ismaili rejects any offer regarding the Player from Nogoom without giving any reason within 15 days from the receipt, then Ismaili becomes liable to pay an amount equal to 50% of the said financial offer to Nogoom, including the percentage of the resale or any additional benefits to the proposed offer.
- In connection with these provisions, the two clubs were contractually obliged to inform the other party of any and all offers regarding the Player received from any third clubs.
- Finally, in the Contract, Nogoom, Ismaili and the Player agreed that any manipulation or facilitation of manipulations of a party to the Contract or any breach of any of the agreed provisions should result in an obligation to pay an amount of USD 500,000 as compensation.
- In the summer of 2017, Ismaili received an offer of EGP 12,000,000 from Zamalek, which offer was rejected by Ismaili and, subsequently, by Nogoom.
- During the spring of 2018, Ismaili received a number of offers on the transfer of the Player to third clubs, but failed to inform Nogoom about such offers, which constitutes a breach of the Contract.
- Furthermore, during the same period, and without ever informing Nogoom, Ismaili was apparently conducting negotiations with Zamalek regarding the transfer of the Player for the amount of EGP 15,000,000 plus the transfer of two players from Zamalek to Ismaili.
- Following these negotiations, and without including Nogoom, the Player was eventually transferred from Ismaili to Zamalek for the alleged transfer fee of EGP 5,000,000.

- However, according to the financial reports of Ismaili, the true transfer fee amounted to EGP 15,000,000 together with the transfer of two additional players from Zamalek to Ismaili, which transfers were registered at EGP 15,400,000 in the financial reports of Ismaili.
- Pursuant to the Contract, Nogoom is entitled to receive 50% of such aggregate transfer fee.
- However, already in May 2018, Nogoom forwarded an offer to Ismaili for the transfer of the Player to Nogoom for the amount of USD 1,500,000.
- This offer was a fair and genuine offer reflecting Nogoom's genuine interest in the return of the Player to the club and reflected the amount Nogoom was willing and able to pay for the return of the Player.
- Ismaili failed to respond to the said offer within the time limit of 15 days set forth in the Contract, and Ismaili was consequently obliged under the Contract to pay 50% of the offered amount to Nogoom. Ismaili never substantiated its allegation that it was not obliged to respond to the offer.
- Nogoom has never received any payment from Ismaili, or even an offer of payment, neither regarding the transfer to Zamalek, nor regarding the offer made by the club itself.
- The submission by Ismaili that article 18bis of the FIFA Regulations on the Status and Transfer of Players (the "FIFA RSTP") makes the Contract void is irrelevant to the sell-on clause given the mere fact that Ismaili did not appeal the validity of the said provision.
- Furthermore, the sell-on clause in the Contract does not fulfil the conditions necessary to trigger the application of the said article, and Nogoom is not a "third party" in relation to the Player.
- With regard to the claims for compensation from Ismaili and from the Player, it follows from the Contract that any party disrespecting the provisions therein becomes indebted to the other party in the amount of USD 500,000.
- Ismaili did in fact breach the provisions of the Contract in several different manners, for instance by not informing Nogoom about the received offers, by keeping the negotiations with Zamalek in the dark, by concealing the true value of the transfer of the Player to Zamalek and by not paying to Nogoom its part of the sell-on fee.
- As such, the conditions for the entitlement to be paid compensation are satisfied with respect to the conduct of Ismaili and Ismaili is obliged to pay the agreed compensation to Nogoom in the amount of USD 500,000.

- With regard to the Player, who is a party to the Contract, he failed, *inter alia*, to inform Nogoom about his signing of a new contract with Zamalek and, in doing so, assisted Ismaili in concealing the true value associated with the transfer, thereby concealing Nogoom's true entitlement under the Contract.
- Consequently, the Player breached the Contract and, accordingly, the conditions for the entitlement to be paid compensation are satisfied with respect to the Player, and the Player is obliged to pay the agreed compensation to Nogoom in the amount of USD 500,000.
- For the sake of good order, it must be stressed that article 18bis of the FIFA RSTP is also not applicable to the contractual compensation agreed in the Contract.
- Finally, the procedural rights of Ismaili or the Player were not violated during the EFA proceedings.

65. In its Appeal Brief of 17 March 2019, Ismaili submitted the following request for relief:

- “1. *Challenging [the Appealed Decision].*
2. *To issue a new decision with the actual amount due to Nogoom FC as a sell-on fee.*
3. *To condemn [Nogoom] to the payment of the whole CAS administration costs and arbitration fees”.*

66. Furthermore, in its Answer of 16 April 2019, Ismaili supplemented its request and requested the Panel:

1. *To withdraw this appeal as the appeal brief were presented and delivered to the CAS after the time limit given to [Nogoom] as per code R51 and there was an objection sent by email dated 25/3/2019 to the CAS secretariat.*
2. *To withdraw the appeal brief sent by [Nogoom] as it was not fully signed by anyone either Nogoom F.C. or its representative.*
3. *To reject the appeal lodged by [Nogoom] based on the incorrect and not proven evidences presented by [Nogoom] as explained above.*
4. *Do not consider our club in a position of breaching the tripartite contract as we were ready to pay the sell on fee mentioned at this contract based on the actual amount of the transfer which is 5000000 EGP.*
5. *Do not consider our club in a position of breaching the contract as this was the desire of the player, whom did choose were to play.*
6. *To reject the letter sent by [Nogoom] on 11/4/2019 with all its requests and exhibitions as it was presented after the time limit given to [Nogoom] to present its appeal brief as per our email dated*

*23/4/2019 expressing objection on presenting such documents after the time limit given as per R51.
[...].*

7. *Also to accept our counter claim as per R39.*
8. *To accept our appeal lodged on 18/3/2019 with all our requests for the same case and which was consolidated with this case.*
9. *[...].*
10. *We do request finally to impose sanctions on [Nogoom] as per art 17.4 of the FIFA RSTP as [Nogoom] did induce the player to breach his contract with our club by offering him several offers as stated at [Nogoom's] appeal, which is totally against the mentioned article.*
11. *[...].*

67. Ismaili's submissions, in essence, may be summarised as follows:

- Ismaili, Nogoom and the Player entered into the Contract, under which Nogoom is entitled to receive 50% of the total amount of any transfer fee received in connection with the transfer of the Player to any third club.
- Ismaili did receive an offer from Nogoom for the transfer of the Player back to Nogoom for a transfer fee of USD 1,500,000.
- However, the Player refused to be transferred back to Nogoom.
- The offer was not a genuine one, since at that time Nogoom was not in a financial situation which would have allowed the club to pay such a high amount for the transfer of the Player.
- At the beginning of the 2018/2019 season, Ismaili did receive an offer from Zamalek for the transfer of the Player to the said club for a transfer fee of EGP 5,000,000.
- Ismaili accepted this offer and the Player was transferred to Zamalek only for the actual amount of EGP 5,000,000.
- Ismaili never breached the Contract since it did in fact offer Nogoom to pay the amount of EGP 2,500,000 to the club.
- When dealing with this case, EFA violated the procedural rights of Ismaili since neither the EFA Player Status Committee nor the Appeal Committee complied with the requisition of a fair composition.

- The Appeal Committee neither conducted a hearing in order to give Ismaili the chance to clarify its position, nor took into consideration the documents and evidence submitted by the club.
 - The Appealed Decision includes a violation of article 18bis of the FIFA RSTP, which states that no third party is allowed to have an influence on a transfer.
 - Said article of the FIFA RSTP also implies that the Contract is null and void.
68. In its Answer of 28 April 2019, EFA defended the Appealed Decision, submitting, in essence, as follows:
- Ismaili presented a copy of the receipt and the check regarding the payment of EGP 5,000,000 from Zamalek.
 - The budget of Zamalek as presented by Nogoom was neither approved by Zamalek nor by the Olympic Committee.
 - Ismaili failed to substantiate that the Player did not want to be transferred to Nogoom, for which reason Nogoom was entitled to receive the compensation as imposed by the EFA.
 - Finally, the validity of the Contract is confirmed by EFA, including the agreed sell-on clause, and Nogoom is therefore entitled to receive 50% of the transfer fee paid by Zamalek, amounting to EGP 2,500,000.
69. The Player failed to file any written submissions.

V. JURISDICTION

70. 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 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”.

71. With respect to the Appealed Decision, the jurisdiction of the CAS derives from Article 46 of the EFA Bylaws, stating that *“in accordance with the FIFA Laws, any challenge against a final and binding decision shall be submitted to the Court of Arbitration for Sport”.*
72. Furthermore, pursuant to clause 11 of the Tripartite Contract, *“any dispute between the parties shall be referred to the EFA and its decision shall be final, then it shall be referred to FIFA”.*

73. In addition, none of the Parties objected to the jurisdiction of the CAS, and Nogoom, Ismaili and EFA confirmed the CAS jurisdiction by signing the Order of Procedure.
74. Based on the foregoing, the Panel is confident in confirming that the CAS has jurisdiction to decide on the appeals of the Appealed Decision.

VI. ADMISSIBILITY

75. Article R49 of the Code provides 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. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late”.

76. The Panel notes that the EFA Bylaws apparently do not include a formal time limit for an appeal before the CAS.
77. The Appealed Decision was notified to the Parties on 11 February 2019. On 28 February and 7 March 2019, Nogoom and Ismaili filed their respective Statements of Appeal, *i.e.* within the statutory time limit of 21 days set forth in Article R49 of the CAS Code, which is not disputed. Furthermore, the Statements of Appeal and the Appeal Briefs complied with all the requirements of Articles R48 and R51 of the CAS Code.
78. It follows that the appeals are admissible.

VII. APPLICABLE LAW

79. Article R58 of the CAS Code provides as follows:

“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”.

80. Clause 11 of the Contract stated as follows:

“Any dispute, God forbids it, arising among the three parties about this contract shall be referred to the EFA and its decision shall be final, and after it the international federation FIFA”.

81. During the hearing, Nogoom maintained that the EFA rules and regulations and Egyptian law are applicable, while Ismaili maintained that the rules and regulations of FIFA should be primarily applicable.
82. Having reviewed the Contract, especially clause 11 thereof, the Panel finds that there is no sufficiently clear indication that an agreement has been concluded between the Parties concerning the choice of law.
83. Based on that, and with reference to Article R58 of the CAS Code, the Panel finds that the dispute should be decided according to the applicable sporting rules and to the law of the country in which the federation, association or sports-related body issuing the challenged decision is domiciled.
84. Thus, and since the Appealed Decision was issued by the EFA Appeal Body, the Panel is satisfied that the various regulations of the EFA are primarily applicable and subsidiarily Egyptian law, should the need arise to fill a possible gap in the various regulations of the EFA.

VIII. MERITS

85. Initially, the Panel notes that most of the factual circumstances pertaining to the Contract between Nogoom, Ismaili and the Player, combined with the fact that the Player was eventually transferred from Ismaili to Zamalek in 2018, are essentially undisputed by the Parties. In rendering this Award, the Panel has therefore taken into account the following non-exhaustive list of established facts and considerations:
86. On 25 September 2012, Nogoom, Ismaili and the Player entered into the Contract under which the Player was transferred from Nogoom to Ismaili, in which connection Ismaili was to pay an amount of EGP 500,000 to Nogoom.

The Contract stated, *inter alia*, as follows:

“[...] Since all three parties practice football, and [Ismaili] wants to benefit from the experience of [the Player] by purchasing him from [Nogoom] in order to permanently move and be a professional player in [Ismaili’s] team, according to the following conditions [...]

[Nogoom] is considered the exclusive owner of the right to market the player inside and outside of Egypt, in coordination with Ismaili Club, for the benefit of the three parties collective.

In case an offer arrives for the player during his contract years with Ismaili Club for any amount that satisfies (Ismaili) and [Nogoom], the percentage of each party shall be as follows:

(Ismaili) shall obtain (50%) from the aggregate financial offer.

[Nogoom] shall obtain (50%) from the aggregate value of the financial offer including resale percentages and any additional benefit under the contract of the player or the two clubs.

In case (Ismaili) rejects any of the offers presented to it by the (Nogoom) without giving any reasons within 15 days from the date of the submission of the offer by (Nogoom), (Ismaili) becomes then obliges to pay (50%) of the financial offer to (Nogoom) including the percentage of the resale or any additional benefit to the proposed offer, and the player's transfer to (Ismaili) becomes final.

In case Nogoom has received its financial dues mentioned in clause (2) paragraph (C2) the value of which is (50%) from the value of the financial offer presented to Ismaili, Nogoom continues to receive its agreed percentage, which is (50%) of any additional benefits over the financial value mentioned in the offer referred to, such as:

Percentage of resale

Participation of the Player

The case of scoring a certain number of goals

Other benefits.

[...]

Each of (Ismaili) and (Nogoom) acknowledge that if any offer is made to him, whether domestic, or international, or if contacted by a third party for the purpose of the transfer of the player, it shall notify the other with the name of the club which desires that the player is transferred to it, and the amount in honesty without any manipulation or collusion from any of the parties.

In case it is proven that any party manipulated or facilitated the manipulation by any party, the party who caused such shall be subject to the incurment (sic) provided for in clause (9) of this contract.

(9)This contract is final and irrevocable, and in the case of any party disrespect the clauses herein or if he desires to terminate it before its defined period, he becomes in debt to the other party in an amount of the value of (five hundred thousand USD) as a compensation for the losses and damages it incurred as a result of the offence committed by the other party against him. That compensation is effective without notice or court judgement”.

87. In August 2017, Nogoom and Ismaili received an offer from Zamalek for the permanent transfer of the Player to Zamalek for an amount of EGP 12,000,000, which offer was rejected.
88. In May 2018, Nogoom forwarded an offer to Ismaili for the transfer of the Player to Nogoom for the amount of USD 1,500,000, to which Ismaili never replied.

89. According to Ismaili, the club never replied to such offer because the Player refused to be transferred to Nogoom.
90. Following the transfer of the Player from Ismaili to Zamalek in 2018, this dispute arose between Nogoom and Ismaili over the true value of the aforesaid transfer in order to calculate Nogoom's entitlement pursuant to the sell-on clause; Nogoom further claimed payment of compensation for breach of the Contract.
91. The Panel notes initially in this context that none of the Parties disputes the sell-on clause provided for in the Contract, according to which Nogoom *"shall obtain (50%) from the aggregate value of the financial offer including resale percentages and any additional benefit under the contract of the player or the two clubs"*.
92. Furthermore, it is undisputed that, pursuant to the Contract, *"In case [Ismaili] rejects any of the offers presented to it by the [Nogoom] without giving any reasons within 15 days from the date of the submission of the offer by [Nogoom], [Ismaili] becomes then obliged to pay (50%) of the financial offer to [Nogoom] including the percentage of the resale or any additional benefit to the proposed offer, and the player's transfer to [Ismaili] becomes final"*.
93. However, Ismaili denies that the offer made by Nogoom in May 2018 was in fact a genuine and valid offer from Nogoom for the transfer of the Player, thus not triggering any requirement for Ismaili to pay 50% thereof to Nogoom, and Nogoom further denies that the actual transfer fee paid by Zamalek for the transfer of the Player was only EGP 5,000,000, but instead amounted to at least the value of EGP 30,400,000.
94. Furthermore, Ismaili denies the allegations by Nogoom that Ismaili breached the Contract and, thereby, became obliged to pay compensation to Nogoom for breach of contract.

Thus, the main issues to be resolved by the Panel are:

- Which amount is Ismaili obliged to pay to Nogoom as a result of the Player's transfer from Ismaili to Zamalek in 2018? (A)
- Is Ismaili and/or the Player obliged to pay compensation to Nogoom for breach of the Contract? (B)

A. Which amount is Ismaili obliged to pay to Nogoom as a result of the Player's transfer from Ismaili to Zamalek in 2018?

95. The Panel notes initially that the provision of the Contract regarding the sell-on clause and the provision of the Contract regarding the entitlement of Nogoom to receive an amount equal to 50% of any offer submitted by it to Ismaili (subject to the condition that in case such an offer would be rejected without giving any reasons within 15 days from the date of the submission of the offer by Nogoom), must be regarded as two alternative options.

96. Accordingly, if Nogoom is entitled to receive 50% of any offer it has submitted to Ismaili for the transfer of the Player back to Nogoom under the last-mentioned provision, then Nogoom cannot at the same time be entitled to receive an amount in accordance with the first-mentioned sell-on clause.
97. This is supported by Nogoom's request for relief, according to which Nogoom in essence requests the payment of USD 750,000, corresponding to 50% of the value of Nogoom's offer to Ismaili.
98. The Panel further notes that it is undisputed that, in May 2018, Nogoom forwarded an offer to Ismaili for the transfer of the Player to Nogoom for an amount of USD 1,500,000, to which Ismaili never replied.
99. Ismaili argues in this connection that it was not a genuine and valid offer from Nogoom, whose financial situation did not make it possible for the club to pay the amount offered, and Ismaili was consequently not obliged to pay an amount equal to 50% thereof to Nogoom, notwithstanding the fact that the club did not reject the offer by giving any valid reason within 15 days.
100. Moreover, Ismaili argues that it was solely because of the Player's unwillingness to be transferred to Nogoom that the offer was not accepted.
101. Based on the facts of the case and the Parties' submissions, the Panel finds that it is up to Ismaili to discharge the burden of proof to establish that the offer received from Nogoom was not a valid and genuine offer or that other circumstances existed that would exempt Ismaili from its obligation to reply within 15 days in order to avoid its payment obligation to Nogoom.
102. In doing so, the Panel adheres to the principle established by CAS jurisprudence that *"in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence"* (e.g. CAS 2003/A/506, para. 54; CAS 2009/A/1810 & 1811, para. 46 and CAS 2009/A/1975, para. 71ff).
103. However, the Panel finds that Ismaili has failed to discharge this burden of proof.
104. The Panel indeed finds, among other aspects, that Ismaili has failed to discharge the burden of proof to establish, let alone render probable, that the offer was not a valid and genuine offer expressing a genuine desire to have the Player transferred to Nogoom, and further finds that Ismaili has also failed to prove that Nogoom would not have been able to pay the amount offered for the transfer.

105. In addition, the Panel finds that Ismaili has failed to discharge the burden of proof to establish that it was in fact in its interest to accept the offer received and that the non-acceptance was only due to the Player's lack of interest in being transferred back to Nogoom. This does not imply, incidentally, that the Panel has taken a position as to whether the latter situation would have exempted Ismaili from its contractual obligation to reply to Nogoom.
106. In the light of these circumstances, the Panel finds that Ismaili, by failing to reply to the offer received within the time limit stated in the Contract, has become obliged to pay an amount equal to 50% of the offer received, corresponding to USD 750,000.
107. Based on this payment obligation, and in view of the fact that the sell-on clause of the Contract, as already mentioned, is an alternative provision, the Panel finds no grounds for addressing the question as to whether the real value received by Ismaili from Zamalek of the Player's transfer fee constitutes a higher amount than the amount of EGP 5,000,000 stated by Ismaili.

B. Is Ismaili and/or the Player obliged to pay compensation to Nogoom for breach of the Contract?

108. As regards the question of Ismaili's and/or the Player's alleged obligation to pay compensation to Nogoom in the amount of USD 500,000 as a result of alleged breach of the Contract, the Panel notes initially that the Contract contains a provision under which a party who either disrespects the clauses of the Contract or manipulates or contributes to the "manipulation" of another party incurs an obligation to pay compensation of USD 500,000.
109. In relation to Ismaili, Nogoom argues that Ismaili did in fact breach the provisions of the Contract and tried to "manipulate" Nogoom in several different manners, for instance by not informing Nogoom about the received offers, by keeping the negotiations with Zamalek in the dark, by concealing the true value of the transfer of the Player to Zamalek and by not paying to Nogoom its part of the sell-on fee.
110. On its side, Ismaili argues that the Contract cannot validly be enforced against Ismaili as it contains a provision on third-party influence on a transfer, which makes the Contract null and void according to article 18bis of the FIFA RSTP. This implies that Ismaili has not breached the Contract and, accordingly, that the club should not be ordered to pay compensation.
111. Ismaili further argues that it was the Player himself who should have replied to Nogoom's offer and, for this reason, Ismaili's failure to reply cannot impose an obligation to pay compensation to the club itself.
112. The Panel notes initially in this connection that Ismaili has not satisfied its burden to allege and to submit sufficient factual arguments to support its standpoint according to which article 18bis of the RSTP would apply in the circumstances and on which basis this would make the Contract null and void.

113. Ismaili has for instance not explained whether and, if so, the relevant provision has been incorporated into the EFA's regulations, and the Panel notes at the same time that both the EFA Player Status Committee and the Appeal Committee, in their respective decisions, found no reason to question the validity of the Contract.
114. Moreover, EFA argues in its submission that the Contract is a valid contract.
115. Given these circumstances, the Panel is satisfied that the Contract is valid and binding.
116. The Panel also finds that, based on the information presented during these proceedings, it must be taken into account that Ismaili was obliged under the Contract to keep Nogoom loyally informed of any offers received and, if applicable, ongoing negotiations.
117. In compliance with the decision of EFA, the Panel finds grounds for concluding that Ismaili has failed to satisfy its obligation toward Nogoom, which is for instance reflected in the circumstance that Nogoom was apparently not informed either of the offer received by Ismaili from Zamalek or of the negotiations between Ismaili and Zamalek held in 2018 prior to the subsequent transfer.
118. Based on the foregoing, the Panel concurs with the Appealed Decision, according to which Ismaili is ordered to pay compensation to Nogoom in the amount of USD 500,000 for breach of the contractual provisions.
119. In this context, it is not relevant for the Panel whether the failure to reply to the Nogoom's offer can be ascribed to the Player's alleged unwillingness to be transferred to Nogoom.
120. In relation to the Player, Nogoom submits that the Player did in fact breach the provisions of the Contract, *inter alia*, by failing to inform Nogoom about his signing of the new contract with Zamalek and, in doing so, assisted Ismaili in concealing the true value associated with this transfer, thereby concealing Nogoom's true entitlement to receive its sell-on fee under the Contract.
121. Initially, the Panel notes that the Player failed to participate in these proceedings in any way.
122. Based on the submissions of the other three parties, the Panel finds no proof that the Player did in fact inform Nogoom that he had signed the new contract with Zamalek.
123. However, the Panel finds that Nogoom has failed to produce adequate evidence to prove to the comfortable satisfaction of the Panel how the Player should have allegedly been in breach of its obligations under the Contract in a way that has been to the detriment of Nogoom.
124. For instance, Nogoom has neither proved nor rendered it probable that the Player actually had knowledge of the true value associated with his transfer from Ismaili to Zamalek, which the Panel finds is really the most relevant information Nogoom needed in relation to this transfer.

125. In the light of these circumstances, the Panel is satisfied that there are no valid grounds for imposing on the Player an obligation to pay compensation to Nogoom for the breach of the Contract.
126. With regard to the procedures before the EFA, the Panel notes that Ismaili submits that EFA violated its procedural rights of since neither the Player Status Committee nor the Appeal Committee complied with the requisition of a fair composition and, furthermore, since the latter did not conduct a hearing in order to give Ismaili the chance to clarify its position and did not take into consideration the documents and evidence produced.
127. The Panel considers that Ismaili has failed to adequately specify or substantiate its submission in this respect.
128. In any case, the Panel notes that under Article R57 of the CAS Code, the CAS has the full power to review the facts and the law. Consequently, issues of procedural fairness, such as those claimed by Ismaili, are in any case cured by these proceedings before the Panel.
129. Finally, and with regard to the request submitted by Ismaili in its Answer of 16 April 2019, *i.e.* for the Panel to impose sanctions on Nogoom for inducing the Player to breach his contract with Ismaili, the Panel notes that this request can only be understood as a new request, which was not included in the initial proceedings before EFA, and it also seems to be a sort of counterclaim, which is not allowed in appeal cases pursuant to Article R55 of the CAS Code. Thus, the Panel is satisfied that such request shall be dismissed.
130. The above conclusion, finally, makes it unnecessary for the Panel to consider the other requests submitted by the parties to the Panel. Accordingly, all other prayers for relief are rejected.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Nogoom FC on 28 February 2019 against the decision rendered by the Appeal Committee of the Egyptian Football Association on 11 February 2019 is partially upheld.

2. The appeal filed by Ismaili SC on 7 March 2019 against the decision rendered by the Appeal Committee of the Egyptian Football Association on 11 February 2019 is dismissed.
3. Ismaili SC is ordered to pay to Nogoom FC the following amount:
 - USD 750,000, accounting for 50% of the amount offered by Nogoom FC to Ismaili for the transfer of the Player, and
 - USD 500,000, as compensation for the breach of the provisions of the Contract.
4. (...).
5. (...).
6. (...).
7. (...).
8. All other motions or prayers for relief are dismissed.