



Arbitration CAS 2020/A/6933 Emilio Yamín Faure v. Al Salam Zgharta Club & Fédération Internationale de Football Association (FIFA), award of 26 January 2021

Panel: Mr Sofoklis Pilavios (Greece), Sole Arbitrator

Football

Termination of the employment contract by the club

Competence of FIFA DRC

Sportive nationality of a player

1. The FIFA Dispute Resolution Chamber (DRC) is entitled *ex officio* to decide on its own competence, which entails the power to determine whether a dispute has an international dimension in accordance with Article 22 (b) of the FIFA Regulations on the Status and Transfer of Players (RSTP).
2. Within the framework of plural citizenship it is important to examine a player's "sportive nationality", which according to consistent case law developed by FIFA DRC panels is "*linked to the concrete situation of the registration of a player at a club affiliated to the specific association domiciled in a country of which the player is also a national*". In this respect it is decisive to establish, first, under which nationality a player actually signs the contract, and subsequently, under which nationality he registers with the club concerned.

I. PARTIES

1. Emilio Yamín Faure (the "Appellant" or the "Player") is a professional football Player of Mexican and Lebanese nationality.
2. Al Salam Zgharta Football Club (the "First Respondent", or the "Club") is a professional football club, seated in Zgharta, Lebanon, affiliated to the Lebanese Football Association (the "LFA"), which in turn is affiliated to the Fédération Internationale de Football Association.
3. Fédération Internationale de Football Association (the "Second Respondent" or "FIFA") is the international federation governing the sport of football worldwide, based in Zurich, Switzerland.

II. FACTUAL BACKGROUND

A. Background Facts

4. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings, and evidence adduced. 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 Sole Arbitrator has considered all the facts, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.
5. On 6 July 2018, the Player entered into an employment agreement with the Club captioned as "Contract for player services" (the "Contract") drafted in English and in Arabic, pursuant to which the Club engaged the services of the Player as of 1 June 2018 until the end of season 2018-2019 with an annual remuneration of USD 25,000, payable in ten monthly instalments of USD 2,500 each.
6. The preamble of the Contract stated in print the following: "*Mr Emilio Yamin Faure, Mexican Citizen [...]*". However, the printed word "*Mexican*" was crossed-out and replaced with the word "*Lebanese*" in handwritten form. The contracting parties put their signatures next to the handwritten amendment.
7. On that same day, on 6 July 2018, the Player and the Club signed an additional Agreement, according to which the Club agreed to pay the Player the amount of USD 15,000 as sign-on fee for signing the Contract.
8. On 19 August 2018, during an official match the Player suffered a knee injury. He subsequently underwent medical exams that confirmed the injury and indicated the need of surgery on his right knee meniscus.
9. On 4 September 2018, the Player received a text message by the Club's Team Manager informing him that the Club had decided to terminate the Contract.
10. On 12 September 2018, the Club presented the Player a draft Mutual Termination Agreement, which he refused to sign.
11. On 17 September 2018, the Player sent a letter to the Club with which he objected to the termination of the Contract contending it was made without just cause and also, requested payment of his unpaid salaries for June, July and August and of the remaining amount of the signing-on fee.
12. On 28 October 2018, the Player underwent surgery in Mexico to repair his meniscus injury.

B. Proceedings before the Dispute Resolution Chamber of FIFA

13. On 10 December 2018, the Player lodged a claim against the Club in front of the Dispute Resolution Chamber of FIFA (the “FIFA DRC”) claiming that the Club had unilaterally terminated the Contract without just cause on 4 September 2018. On this basis, the Player sought payment of the following amounts: a) the amount of USD 7,500 as outstanding salary payments for months June, July and August 2018, b) the amount of USD 4,000 as outstanding signing-on fee, c) the amount of USD 17,500 as compensation for the unlawful contract termination and d) reimbursement of the incurred medical expenses.

14. On 12 February 2020, the FIFA DRC rendered its decision on the aforementioned claim (the “Appealed Decision”) with the following operative part:

“The claim of the Claimant, Emilio Yamín Faure, is inadmissible”.

15. On 25 March 2020, the grounds of the Appealed Decision were communicated to the Parties.

16. In passing its judgment the FIFA DRC determined, essentially, the following:

- The competence of the FIFA DRC is restricted to employment-related disputes with an international dimension between a player and a club in accordance with Article 24 in combination with Article 22 lit. b of the FIFA Regulations on the Status and Transfer of Players (the “FIFA RSTP”).
- In cases of double citizenship, a player may also invoke a “sportive nationality”, which is linked to the concrete situation of the registration of a player with a club affiliated to the specific association domiciled in a country of which the player also is a national.
- In the case at hand, the Player does not dispute that he holds both Mexican and Lebanese nationalities.
- The crucial fact is that the Player, who holds both the Mexican and the Lebanese nationality, was registered with the Club as a Lebanese player and not as a Mexican player.
- The term “Mexican” in reference to the Player’s nationality in the Contract was struck out and replaced with the handwritten word “Lebanese”. The Player did not contend that this change was forged.
- Consequently, the Player was registered with the Club as a Lebanese citizen, hence the case comes under the jurisdiction of the football association in the country concerned, i.e., in Lebanon. As a result, FIFA cannot intervene due to lack of jurisdiction over the matter.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

17. On 14 April 2020, the Appellant filed a Statement of Appeal pursuant to Article R48 of the CAS Code of Sports-related Arbitration (2019 edition) (the “Code”), with the Court of

Arbitration for Sport (the “CAS”) against the Club, as First Respondent, and against FIFA, as Second Respondent, with respect to the Appealed Decision. With his Statement of Appeal, the Appellant requested that the case be submitted to a Sole Arbitrator and also made several evidentiary requests.

18. On 21 April 2020 and on 4 May 2020, the Second and the First Respondent, respectively, informed the CAS Court Office that they agreed to submit the case to a Sole Arbitrator.
19. On 12 May 2020, the CAS Court Office informed the parties that pursuant to Article R54 of the Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Panel appointed to decide the present case was constituted as follows:

Sole Arbitrator: Mr. Sofoklis P. Pilavios, Attorney-at-law in Athens, Greece.
20. On 14 May 2020, the CAS Court Office advised the Parties with respect to the directions of the Sole Arbitrator regarding the Appellant’s evidentiary requests.
21. On 1 June 2020, the Appellant filed his Appeal Brief pursuant to Article R51 of the Code within the granted deadline.
22. On 22 June 2020, the First and the Second Respondent each filed an Answer to the appeal pursuant to Article R55 of the Code.
23. On 23 June 2020, the CAS Court Office invited the Parties to state whether they prefer for a hearing to be held in the matter, or, for the Sole Arbitrator to issue an award based solely on the Parties’ written submissions.
24. On 23 June 2020, the Appellant informed the CAS Court Office of his preference for a hearing and, also, requested a second round of written submissions in accordance with Article R56 of the Code, due to the exceptional circumstances invoked.
25. On 1 July 2020, the Second Respondent informed the CAS Court Office that it objected to the Appellant’s request for a second round of written submissions. The First Respondent did not provide its position within the prescribed deadline.
26. On 9 July 2020, the Appellant sent an unsolicited letter commenting on FIFA’s objection to his request for a second round of written submissions.
27. On 23 July 2020, the CAS Court Office informed the Parties that the Sole Arbitrator, after taking into consideration the position of the Parties, decided to grant a second round of written submissions and invited the Appellant to file his Reply within ten days upon receipt of said correspondence. The Respondents were advised that they would be granted the same time limit to file a Rejoinder. The Parties were also advised that they were not allowed to submit further evidence in the second round of submissions.
28. On 3 August 2020, the Appellant filed his Reply within the prescribed deadline.

29. On 13 August 2020, the Second Respondent filed its Rejoinder to the Appellant's Reply within the prescribed deadline. The First Respondent did not file a Rejoinder.
30. On 22 September 2020, the Appellant informed the CAS Court Office that following the conclusion of the second round of submissions, he insisted on his preference for a hearing to be held in the matter.
31. On 23 September 2020, the CAS Court Office invited the Respondents to state their position regarding the holding of a hearing.
32. On 28 September 2020, the First Respondent informed the CAS Court Office, that it did not consider necessary to hold a hearing and that it preferred for the Sole Arbitrator to issue an award based solely on the Parties' written submissions.
33. On 1 October 2020, the CAS Court Office informed the Parties that the Sole Arbitrator decided to hold a hearing in the matter and invited the Parties to state whether they agree to hold the hearing by video-conference.
34. On 5 October 2020, the Appellant informed the CAS Court Office that it preferred for a hearing to be held by video-conference. The First Respondent did not provide its position on the issue, whereas the Second Respondent expressed no preference between a hearing in person, or by video-conference.
35. On 9 November 2020 and on 10 November 2020, the Second Respondent and the Appellant, respectively, returned to the CAS Court Office a duly signed copy of the Order of Procedure.
36. On 11 November 2020, a hearing was held by video-conference. The following persons participated at the hearing on behalf of the Parties:
 - a) For the Appellant: i) Mr. Emilio Yamín Faure, the Appellant, ii) Mrs. Matilde Costa Dias, counsel, and, iii) Mr. Luis Torres, counsel.
 - b) For the First Respondent: Mr Romanos Mouawad, counsel.
 - c) For the Second Respondent: Mr Miguel Liétard Fernández-Palacios, Director of Litigation and Mr Saverio Paolo Spera, Senior Legal Counsel.
37. Before the hearing was concluded, the Parties expressly stated that they did not have any objection with respect to the procedure and that their right to be heard had been respected.
38. On 16 November 2020, the CAS Court Office informed the Parties that the First Respondent had failed to send a signed copy of the Order of Procedure and invited it to do so by 19 November 2020.
39. On 17 November 2020, the First Respondent returned to the CAS Court Office a signed copy of the Order of Procedure.

40. The Sole Arbitrator confirms that he carefully took into account in his deliberations all of the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarized or referred to in the present award.

IV. SUBMISSIONS OF THE PARTIES

41. The Player's submissions, in essence, may be summarized as follows:

- At the time of the signature of the Contract, and also at the time of the termination of the Contract, the Player held only one nationality, i.e., the Mexican nationality. Consequently, the dispute has an international dimension and the FIFA DRC was competent to adjudicate the claim.
- The Player had only a Mexican passport and he was always regarded as Mexican. This is evidenced by the following facts: a) The original printed version of the Contract identified the Player as "*Mexican citizen*" and referred to his Mexican passport; b) on 10 July 2018 the LFA requested the Player's International Transfer Certificate ("ITC") by reference to his Mexican nationality and his Mexican passport; and c) on 12 September 2018 the Player was asked to sign a Termination Agreement in which he was identified, again, as Mexican citizen, by reference to his Mexican passport.
- Few minutes after the parties had signed the Contract in its printed form, the President of the Club decided to erase the printed word "*Mexican*" from the preamble of the Contract which referred to the Player's nationality, and to replace it with the handwritten word "*Lebanese*". The Player felt pressure to accept this amendment, due to his Lebanese roots, even though he did not have a Lebanese passport or identification documents. So, he signed next to the handwritten amendment without considering it wrong, as the Contract still mentioned the details of his Mexican passport.
- The handwritten word "*Lebanese*" in the Contract does not reflect the true will of the parties. If the parties had actually wished to sign the Player as Lebanese, they would have stipulated so in the original form of the Contract.
- At any rate, the Player's "sportive" nationality was not Lebanese. The Player had never agreed to be registered as Lebanese with the LFA. Besides, at the time of his registration there was no possibility that he could have been registered as Lebanese, as he did not have a Lebanese passport, or, any other Lebanese identification documents.
- The LFA had requested the Player's ITC from the Mexican Football Federation making reference to his Mexican nationality and passport. Nevertheless, the Club failed to register the Player's transfer in the TMS system in bad faith, which means that the Player was not properly registered with the LFA.
- The Player was not registered as Lebanese with the LFA, also in view of the fact that after the termination of his Contract, the LFA informed him that he was not registered at all, as the Club had not paid for his registration.

- Consequently, the LFA acted in bad faith when it later confirmed within the framework of the FIFA investigation at the first instance, that the Player was registered as Lebanese.
 - FIFA relied upon a document, which was produced by the Club in reply to the claim lodged against it. This document is titled, in translation, as “*Civil registrar of Zgarta*” and purportedly indicates that the Player had been “*a Lebanese citizen for more than 10 years*”. However, this document was never transmitted to the Player by FIFA at any stage before the present appeal proceedings, despite his numerous requests.
 - By failing to disclose this document to the Player, FIFA acted against procedural good faith and also contrary to the principles of due process. Therefore, this document should be excluded from the present proceedings in accordance with article R57 of the Code.
 - The Player is not in a position to establish whether such document is forged. However, there are certain inaccuracies that pose serious questions as to its evidentiary value.
 - What is more, FIFA never transmitted the translation of the document filed by the LFA in reply to FIFA’s request during the investigation at the first instance. The document filed was in Arabic without translation in an official FIFA language. Consequently, this document should not have been admitted in the FIFA DRC proceedings in accordance with Article 9(1) of the FIFA Procedural Rules.
 - In view of all these facts, the Player’s claim was admissible and FIFA DRC was competent to adjudicate the dispute, in accordance with Article 22(b) of the FIFA RSTP on the basis of the Player’s Mexican nationality.
 - Alternatively, the FIFA DRC was competent to hear the claim in accordance with Article 22(a) of the FIFA RSTP, on the basis of the ITC request from the LFA to the Mexican Football Federation on 10 July 2018.
 - The Club terminated the Contract unilaterally and without just cause on 4 September 2018 as a result of the Player’s injury, contrary to Article 14 of the FIFA RSTP.
 - As a result, the Club should pay the Player compensation on the basis of the objective criteria set out in Article 17 of the FIFA RSTP, consisting of the remaining value of his Contract, the reimbursement of his expenses to register with the LFA, the reimbursement of his medical expenses, and additional compensation in the amount equal to six monthly salaries.
42. The requests for relief contained in the Appellant’s Appeal Brief were formulated as follows (emphasis in original):

“The Appellant respectfully requests the Court of Arbitration for Sport to:

- a) *Set aside the decision rendered by the FIFA Dispute Resolution Chamber on 12 February 2020.*
- b) *Declare that the FIFA DRC was competent to decide the employment dispute between the Player in accordance with the FIFA RSTP.*
- c) *Declare that the Player’s claim against Al Salam Zgharta Club filed before the FIFA DRC is admissible, and consequently ordering:*
 - i) *The Club to pay the Player the amount of **USD 7.500 (Seven Thousand Five Hundred USD)** as outstanding salaries, plus 5% interest p.a. calculated as follows:*
 - ***5% interest p.a. as of 1 July 2018** until the date of effective payment on the amount USD 2.500 (Two Thousand Five Hundred USD).*
 - ***5% interest p.a. as of 1 August 2018** until the date of effective payment on the amount USD 2.500 (Two Thousand Five Hundred USD).*
 - ***5% interest p.a. as of 1 September 2018** until the date of effective payment on the amount USD 2.500 (Two Thousand Five Hundred USD).*
 - ii) *The Club to pay the Player the amount of **USD 4.000 (Four Thousand USD)** as outstanding amount related to the sign-on fee, plus 5% interest p.a. calculated as from 8 July 2018 until the date of effective payment.*
 - iii) *The Club to pay the Player the **following amounts as compensation** for all the damaged caused by its unilateral breach of Contract:*
 - *The amount of **USD 17.500 (Seventeen Thousand Five Hundred USD)** corresponding to the remaining value of the Contract, plus 5% p.a. as of 5 September 2018, until the date of effective payment.*
 - *The amount of **USD 1.250 (One Thousand Two Hundred and Fifty USD)** corresponding to the **registration of the Contract in the LFA**, plus 5% interest p.a. as of 11 October 2018 until the date of effective payment.*
 - *The amount of **USD 7.597 (Seven Thousand Five Hundred and Ninety -Seven USD)** corresponding to the **medical fees and expenses spent by the Player**, plus 5% interest p.a. as of 29 October 2018 until the date of effective payment.*
 - *Considering the circumstances of the case, and Additional Compensation of **USD 15.000 (Fifteen Thousand USD)**, or, in the alternative and Additional Compensation of **USD 7.500 (Seven Thousand USD)**.*
 - iv) *The Club to be **disciplinary sanctioned in accordance with the FIFA RSTP.***

- v) *The Respondents to pay the **entire costs of the present proceedings.***
- vi) *The Respondents to pay a **contribution to the legal fees of the Player's legal representation at the Sole Arbitrator's discretion**".*

43. The Club's submissions in essence may be summarized as follows:

- The Player is a Lebanese citizen, as this is evidenced by an official extract from the local civil register. He had been playing in the Mexican Football Second Division and he was subsequently introduced to the Club by a Lebanese agent.
- The Club was interested to sign a Lebanese Player to play in his hometown and offered him a contract. The Player came to Lebanon on 10 June 2018 and started practicing with the Club.
- The Contract's value was set for a yearly salary of USD 25,000 payable in ten equal installments.
- The Player needed immediate cash, so the Club agreed to pay him four months in advance on his yearly remuneration.
- Whilst playing his third game the Player had an injury on his knee. It later appeared that the Player had been suffering from a previous injury that was not revealed to the Club.
- The Contract termination was made on 4 September 2018 as a result of the discovery of the Player's fraud regarding his medical condition.

44. The requests for relief contained in the Club's Answer were formulated as follows:

- "The Club requests that the CAS confirms the decision by the Dispute Resolution Chamber and rules that:*
- i. FIFA Dispute Resolution Court has no jurisdiction to deal with this claim.*
 - ii. In the event the CAS considers that The FIFA Dispute Resolution Court has jurisdiction: to reject the Plaintiff's original and subsidiaries claim due to the outrageous behavior of the Plaintiff and due to the fraud committed and to this fabricated claim.*
 - iii. To sanction Mr. Emilio Yamin Faure in accordance with the FIFA RSTP.*
 - iv. To rule that The Plaintiff has to pay all fees and expenses".*

45. FIFA's submissions, in essence, may be summarized as follows:

- According to Article 22(b) in conjunction with Article 24(1) of the FIFA RSTP, the FIFA DRC is only competent to hear employment-related disputes of an international dimension between a player and a club.

- In cases of dual nationality, where a player holds both the nationality of the club he intends to register with, in addition to another nationality, the parties' contractual autonomy is the only decisive factor to determine whether the case has an international dimension. In such cases a player has the possibility to choose one nationality over another with respect to his employment relationship.
- In the case at hand, it remains undisputed that the Player holds both Mexican and Lebanese nationalities. The fact that the Player has Lebanese nationality is evidenced by a document issued by the Civil Registrar of Zgharta, according to which he had been "*a Lebanese citizen for more than 10 years*".
- Therefore, the crucial matter is to assess whether the Player signed the Contract and registered with the Club as a Mexican, or, as a Lebanese citizen.
- The fact that the Player is in possession of only one passport, a Mexican passport, is irrelevant in this respect.
- The first crucial factor is the nationality with which the Player chose to sign the Contract: he signed as a Lebanese national. The fact that the reference to his nationality was made with a handwritten amendment does not affect its validity, as both parties put their signature next to it. The Player did not show a case of fraud or duress, and he did not contest the fact that he has put his signature next to the amendment.
- The second crucial factor is the nationality with which the Player was registered with the LFA: he was registered as a Lebanese national. When FIFA requested information regarding the Player's registration by the LFA the latter replied that the Player: "*was registered as a Lebanese player during the period when he participated with Al Salam Zgharta Club*".
- All the above elements confirm the Player's sportive nationality and concur to the conclusion that he was registered with the Club as Lebanese. Consequently, at the time when the dispute arose, the dispute lacked an international dimension.
- At any rate, the FIFA DRC was not competent to entertain the claim on the basis of Article 22(a) of the FIFA RSTP, as the facts of the dispute do not fall under the scope of this provision.
- While FIFA acknowledges that it had failed to transmit to the Player all documents filed by the Club, it nevertheless avers that this does not amount to bad faith from its part, and that the Player's right to be heard was not prejudiced.
- Finally, the Player bears the burden of proving whether the documents relied upon by FIFA are forged or invalid. At any case, FIFA evaluates objectively the information contained in the documents it receives from national associations. Unless there is an obvious indication to the contrary, FIFA has no reason to question the validity or the accuracy of the information contained therein.

- In view of the above, FIFA objectively relied upon the Employment Contract signed by both parties in which the Player was identified as Lebanese, and on the communication by the LFA, in which it was confirmed that the Player had been registered as Lebanese.

46. The requests for relief contained in FIFA's Answer were formulated as follows:

“Based on the foregoing, FIFA respectfully requests the CAS to issue an award on the merits:

- (a) rejecting the reliefs sought by the Appellant;*
- (b) confirming that the DRC did not have competence to entertain the Appellant's claim;*
- (c) subsidiarily, in case it was found that the DRC had the competence to entertain the Appellant's claim, ordering that the case be referred back to the DRC in order for it to render a decision on the merits of the case;*
- (d) in any case, exonerating FIFA from bearing any costs of these arbitration proceedings”.*

V. JURISDICTION

47. 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 the CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

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

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

49. The jurisdiction of CAS in the present appeal derives from Article 58 par. 1 of the FIFA Statutes and Article R47 of the Code. The Parties did not dispute the jurisdiction of the CAS. It, therefore, follows that CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

50. 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. [...]”.

51. The motivated part of the Appealed Decision was notified to the Appellant on 25 March 2020 and the Appellant filed his Statement of Appeal on 14 April 2020. Therefore, the 21- day deadline to file the appeal was met. The Statement of Appeal further complied with the other requirements of Article R48 of the Code.
52. The Sole Arbitrator, therefore, finds the appeal admissible.

VII. APPLICABLE LAW

53. Article R58 of the Code provides as follows:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

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

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

55. Accordingly, the Sole Arbitrator shall decide the present matter according to the relevant FIFA Regulations, and more specifically, the FIFA RSTP, as in force at the relevant time of the dispute, and Swiss law shall be applied subsidiarily.

VIII. MERITS

56. As a preliminary remark, the Sole Arbitrator notes that the FIFA DRC is entitled *ex officio* to decide on its own competence, which entails the power to determine whether a dispute has an international dimension in accordance with Article 22 (b) of the FIFA RSTP.
57. In the case at hand, the FIFA DRC decided it could not hear the Player’s claim as per Article 22(b) in conjunction with Article 24(1) of the FIFA RSTP, because this lacked the required international dimension. The claim was in fact considered as lodged by a Lebanese football player against a Lebanese football club, and, as such it was considered of a purely domestic nature, and it was declared inadmissible.
58. According to the contentions of the Player, however, the dispute has an international dimension as it concerns a Mexican Player and a Lebanese Club. In essence, the Player does not outright deny the fact that he holds Lebanese nationality, yet, contends that when he signed the Contract with the Club i.e. in July 2018, he held only Mexican nationality. On this basis, he avers that he did not sign the Contract as Lebanese, but as Mexican, even though a handwritten amendment in the Contract identified him as a Lebanese citizen.

59. The Sole Arbitrator cannot help noticing that the Player's position regarding the nationality with which he had signed the Contract with the Club is quite ambiguous. On the one hand, he argues that he held only a Mexican passport and he had always identified himself as Mexican. On the other hand, he claims that he was manipulated into amending the original printed version of the Contract in which he was referred as *Mexican citizen*, and thus signed a handwritten amendment in which he was referred as *Lebanese citizen*, even though he had no Lebanese passport and no identification documents. On this basis, the Player contests the accuracy of the handwritten amendment in the Contract, in which he is identified as *Lebanese citizen*.
60. After carefully reviewing the submissions of the Parties, the Sole Arbitrator concludes that the Player signed freely and unreservedly the handwritten amended term in the Contract, which stated his Lebanese nationality. The Player did not claim, let alone prove, a situation of coercion, duress or fraud by the Club in this respect. There is no indication that the Player was under undue pressure when the parties crossed out the printed word "*Mexican*" and replaced it with the handwritten word "*Lebanese*" and signed next to it. Under these circumstances, to the understanding of the Sole Arbitrator, the Player endorsed the accuracy of this information, and the legal consequences arising thereby. Thus, he cannot retrospectively undermine the fact that he had agreed to sign the Contract by reference to his Lebanese nationality.
61. In addition, there appears to be credible documentary evidence indicating that the Player was a Lebanese citizen at that time. FIFA produced, *inter alia*, a document captioned under the heading "*Republic of Lebanon. Ministry of Interior. Directorate General of Vital Statue*" in an official translation in English language, which apparently contains information extracted from the Civil Registry of the local town, Zgharta, according to which: "*Yammine Emilio*", born in "*Toluca-Mexico on 31/3/1993*" has "*been a Lebanese citizen for more than 10 years*".
62. The Player requested the Sole Arbitrator to exclude this document as evidentiary means in the present proceedings on the basis of Article R57(3) of the Code, arguing that FIFA had failed to communicate it during the proceedings in the first instance in violation of the principles of procedural fairness and due process. FIFA attributed this to an administrative oversight.
63. The Sole Arbitrator understands that the Player was not in a position to submit his comments in relation to this document during the proceedings in front of the FIFA DRC. However, at the same time, the Sole Arbitrator observes that the Player does not contest the aforementioned document as forged, falsified, doctored, or, as containing false information. On this premise, there appears to be no compelling reason for the Sole Arbitrator to discredit or disregard a document issued by a Lebanese public authority. What is more, the information contained therein is information related to the Player's citizenship status. This means that the Player was not deprived of information that was unknown or unavailable to him. Besides, under Article R57(1) of the Code the Sole Arbitrator has full power to review the facts and the law and may issue a *de novo* decision superseding entirely or partially the decision appealed against. With these considerations in mind, the Sole Arbitrator shall not exclude this document as means of evidence in the present appeal proceedings. The Sole Arbitrator further notes that

the Player has had ample opportunity to comment on such document in his Reply as well as during the hearing.

64. In view of the foregoing, there is sufficient evidence to support the conclusion that, at the time of signing of the Contract, the Player was a Lebanese citizen, and he freely agreed to enter into a contractual relationship with a Lebanese Club as a Lebanese citizen himself, in full knowledge of the facts and the legal effects.
65. In turn, the Sole Arbitrator shifts his focus to the Player's registration with the LFA. Indeed, within the framework of plural citizenship it is important to examine a player's "sportive nationality", which according to consistent case law developed by FIFA DRC panels is "*linked to the concrete situation of the registration of a player at a club affiliated to the specific association domiciled in a country of which the player is also a national*". In this respect it is decisive to establish, first, under which nationality a player actually signs the contract, and subsequently, under which nationality he registers with the club concerned.
66. In the case at hand, the LFA confirmed in writing to FIFA that the Player was registered as a Lebanese player during the period he had been playing with the Club. The Player again attacks the accuracy of the information provided by the LFA claiming that he had never agreed to be registered as Lebanese, and that the LFA acted in "*bad faith*" in this respect. Yet, again there is no concrete evidence to support this allegation, especially considering the fact that the Player had previously agreed to sign the Contract by reference to his Lebanese nationality. In this respect, the Player failed to discharge the burden of proof to prove that he was not properly registered with the LFA as Lebanese.
67. In light of this analysis, and on the basis of the evidence produced, the Sole Arbitrator is satisfied that the Player holds dual nationality, yet, in the case at hand, he was no foreigner player in the country concerned, i.e. in Lebanon. Hence, the dispute at issue lacks the necessary international dimension to bring it within the purview of the FIFA DRC. As a result, the FIFA DRC was not competent to intervene due to lack of jurisdiction in the matter, and the Appealed Decision should be confirmed.
68. The appeal is therefore dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Emilio Yamín Faure on 14 April 2020 against the decision issued on 12 February 2020 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is dismissed.
2. The decision issued on 12 February 2020 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is confirmed.
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.