**Arbitration CAS 2020/A/7400 Pakistan Football Federation (PFF) v. José Antonio Goldberger Gomes Nogueira, award of 21 May 2021**

Panel: Mr Marco Balmelli (Switzerland), Sole Arbitrator

*Football*
*Termination of the employment contract with a coach without just cause*
*Exceptio non adimpleti contractus*
*Validity of a termination*
*Reduction of the compensation based on contributory fault*

1. **The principle of *exceptio non adimpleti contractus* is generally not applicable within employment agreements as the Swiss Code of Obligations (CO) provides an exhaustive list of grounds under which a party may withhold its contractual obligations under an employment agreement due to the breach of the other party (Art. 323 *et seqq.* CO).**

2. **In order for a termination to be valid, the terminating party must ensure the acknowledgment of the terminated party. If the terminating party is unable to provide any confirmation of receipt by the terminated party and no postage details, it has not discharged its duty to prove that the terminated party received and acknowledged the termination letter.**

3. **Whilst the legal principle of reduction of compensation based on contributory fault of Article 44 CO may be recognized, the party claiming fault on the part of the other party must demonstrate or prove said breaches justifying reduction of the damages owed.**

## I. PARTIES

1. Pakistan Football Federation (the "Appellant"), a national football association affiliated to the Fédération Internationale de Football Association ("FIFA").

2. José Antonio Goldberger Gomes Nogueira (the "Respondent"), a Brazilian football coach, enrolled with the Brazilian Football Confederation ("CBF").

## II. FACTUAL BACKGROUND

### A. Background Facts

3. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the parties and the evidence examined in the course of the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be referred to, where relevant, in connection with the later legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence available to him in the present proceedings, only the submissions and evidence necessary to explain the reasoning of the award will be referred to in the following paragraphs.

4. On 25 April 2018, the Parties entered into an employment agreement (the "Agreement"), valid for three years as of the date of signature, to appoint the Respondent as head coach of the Pakistani senior national football team.

5. In accordance with Article 7 of the Agreement, the Respondent was entitled to a monthly remuneration of USD 8'000. Pursuant to Article 8 of the Agreement, the Respondent was further entitled to the following benefits:

   - *"Free fully furnished accommodation in a respectable hotel/PFF/FIFA House;*
   - *PFF will provide free catering up to PKR 50,000 per month;*
   - *Free PFF maintained car will be provided on need basis;*
   - *5 economy class return international tickets to home country will be provided per year i.e. (self, wife and 3 kids);*
   - *Economy class air ticket where air services are available will be provided for all essential visits to distant places in Pakistan in connection with the selection, training and coaching classes of the National Team on need basis;*
   - *Free mobile facility will be provided by PFF with monthly ceiling of PKR 5,000".*

6. Furthermore, the terms of termination were regulated in Article 10 of the Agreement:

   *"Article 10 - Termination".*

   *"PFF reserves the right to terminate the contract upon providing 60 days written notice in case of failure to achieve PFF set targets and on below expectations. In case, you wish to terminate the contract, you will also be required to give the written notice of 60 days".*

7. On 11 June 2019, the Respondent received correspondence entitled "Special Vacation and Task". Within this correspondence, the Respondent was given authorisation to be absent from the normal place of employment, Pakistan.

8. During the time between June and October 2019, the Appellant underwent a normalization committee appointed by FIFA. Said committee has formally taken charge of the Appellant`s affairs as of October 2019.

9. The Respondent has received no remuneration from the Appellant as of July 2019. The Respondent contacted the Appellant in regards to the outstanding remuneration and was informed in response to be "patient".

10. Subsequently, the Respondent sent the Appellant three default letters on 30 October, 11 November and 26 November 2019, respectively.

11. The Appellant claims that the Agreement was terminated as of 31 December 2019 and further claims that the Respondent was in breach of the Agreement by failing to perform tasks assigned to him during his absence.

12. A new head coach was hired by the Appellant on 2 January 2020.

## B. Proceedings before the FIFA Player's Status Committee

13. On 15 February 2020, the Respondent lodged a claim against the Appellant in front of the FIFA Player's Status Committee (the "FIFA PSC") for breach of contract and requested the following:

    - USD 176,000 as overdue salaries until this date, as well as the remaining salaries the Respondent would earn until the end of the contract;
    - USD 16,000 related to 2 (two) monthly salaries as termination compensation according to clause 10 of the Agreement;
    - USD 20,828.76 as the Respondent`s right to receive flight tickets;
    - USD 7,087.52 as catering;
    - Compensation for damages;
    - 5% interest p.a. on the amount due to the Respondent from the day of default on each payment due; and
    - USD 43,983.25 corresponding to legal fees.

14. On 11 August 2020, the FIFA PSC issued its decision (the "Appealed Decision") in which partially upheld the claim and ordered the Appellant to pay:

    - USD 48,000 as outstanding remuneration plus interest as follows:
        - 5% interest p.a. on the amount of USD 8,000 as from 1 August 2019 until the date of effective payment;

- 5% interest p.a. on the amount of USD 8,000 as from 1 September 2019 until the date of effective payment;

- 5% interest p.a. on the amount of USD 8,000 as from 1 October 2019 until the date of effective payment;

- 5% interest p.a. on the amount of USD 8,000 as from 1 November 2019 until the date of effective payment;

- 5% interest p.a. on the amount of USD 8,000 as from 1 December 2019 until the date of effective payment;

- 5% interest p.a. on the amount of USD 8,000 as from 1 January 2020 until the date of effective payment;

- USD 131,091 as compensation for breach of contract without just cause plus 5% interest p.a. as from 15. February 2020 until the date of effective payment.

15. The FIFA PSC considered that the Appellant terminated the Agreement without just cause. Consequently, the Respondent was entitled to the outstanding remuneration owed by the Appellant until the effective termination of the Agreement, as well as compensation for the breach of contract, which it was equal to the residual value of the Agreement. This consideration was based upon the conclusion that Article 10 of the Agreement was not applicable as no notification was served, as required.

## III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

16. On 17 September 2020, the Appellant filed its statement of appeal against the Respondent, with respect to the Appealed Decision in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (2020 edition; the "Code"). The Appellant requested that the case be submitted to a sole arbitrator. The Respondent objected to such request.

17. On 5 October 2020, the Appellant filed its appeal brief, pursuant to Article R51 of the Code.

18. On 8 October 2020, in accordance with Article R50 of the Code, the Deputy Division President decided to submit this matter to a Sole Arbitrator.

19. On 23 October 2020, pursuant to Article R54 of the Code, the CAS Court Office, on behalf of the President of the Appeals Arbitration Division, informed the Parties that the Panel appointed to hear the dispute was constituted as follows: Dr Marco Balmelli, Attorney-at-law in Basel, Switzerland, as Sole Arbitrator.

20. On 11 November 2020, the Respondent filed his Answer, pursuant to Article R55 of the Code.

21. On 19 November 2020, the Appellant objected to the admissibility of Exhibits 15 & 16 submitted by the Respondent under the grounds that these violated the rule of confidentiality.

22. On 20 November 2020, after having consulted the Parties, the Sole Arbitrator decided to hold a hearing by video-conference, pursuant to Articles R57 and R44.2 of the Code.

23. On 25 November 2020, the Respondent provided his response to the Appellant`s objection to the admissibility of Exhibits 15 & 16 of the Respondent's answer.

24. On 27 November 2020 on behalf of the Sole Arbitrator, the Parties and their witnesses were called to appear at the hearing set for 19 January 2021. The Parties were further informed that the question of the admissibility of Exhibits 15 & 16 will be decided upon within the final award.

25. On 1 December 2020, the CAS Court Office communicated the Order of Procedure, which was duly signed by both Parties. Therein, the Parties expressly confirmed the jurisdiction of CAS to hear this dispute.

26. On 19 January 2021, a virtual hearing was held with Dr Marco Balmelli, Attorney-at-law in Basel, Switzerland presiding as the Sole Arbitrator. The Sole Arbitrator was assisted by Antonio De Quesada, CAS Head of Arbitration. In addition, the following persons attended the hearing:

    a) For the Appellant: Audrey Bruin, Counsel; Abel Audoux, Counsel and Humza Khan, Witness.

    b) For the Respondent: Alexandre Miranda, Counsel; Beatriz Chevis, Counsel; Joao Pimentel, Counsel; LT Col. (Retd.) Ahmad Yar Lodhi, Witness; Shahzad Anwar, Witness and José Antonio Goldberger Gomes Noguerira, the Respondent himself.

27. At the beginning of the hearing, the Parties confirmed that they had no objections with respect to the composition of the Panel as well as the way in which the proceedings had been conducted. The Parties were granted full opportunity to present their arguments and the witnesses were heard. Within the course of the hearing the Parties were suggested to reach a settlement in the matter. Before the hearing was concluded, each of the Parties expressly confirmed that they did not have any objection with the procedure and that their right to be heard and to be treated equally in the present proceedings before the Sole Arbitrator had been fully respected.

28. On 28 and 29 January 2021, the Parties informed the CAS that no settlement had been reached and requested the issuance of an arbitral award.

## IV. SUBMISSIONS OF THE PARTIES

29. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows. The Parties' written submissions and the content of the Appealed Decision were all taken into consideration.

**A. Appellant**

30. The Appellant filed the following prayers for relief:

1. *"Declare this Appeal admissible;*

2. *Annul the Decision under Appeal rendered by the Single Judge of the FIFA Players` Status Committee on 11 August 2020 in its entirety:*

3. *Declare that the Agreement was terminated in accordance with Clause 10 of the Agreement which is fully effective and valid;*

4. *Declare that the Coach (Respondent) is entitled to USD 16,000 (USD sixteen thousand) corresponding to 60 days salary, in accordance with Clause 10 of the Agreement;*

5. *Declare that no additional compensation or outstanding remuneration shall be payable by the Appellant to the Respondent;*

Alternatively, to points 3, 4 and 5 the Appellant requests the Court of Arbitration for Sport to:

6. *Declare that the Agreement was terminated with just cause reason by the PFF;*

7. *Declare that no compensation shall be payable by the Appellant to the Respondent;*

Alternatively, and subsidiary to points 4 and 5:

8. *Declare that the Coach(Respondent) is entitled to USD 41,020 (USD forty-one thousand and twenty) corresponding to the alleged outstanding salaries from July 2019 to December 2019;*

9. *Further mitigated the damages awarded by the FIFA Single Judge of the Players` Status Committee as per the arguments developed in this Appeal Brief;*

And in any case,

10. *Order the Respondent to bear the costs of proceedings before the FIFA Players` Status Committee and reimburse the payments made by the Appellant to FIFA and the Respondent in this respect;*

11. *Order the Respondent to bear the costs of proceedings before the Court of Arbitration for Sport; including the CHF 1`000 paid by the Appellant as CAS Court Office Fee;*

12. *Award a contribution to be established at its discretion to cover the legal fees and expenses of the Appellant".*

31. The Appellant's submissions, in essence, may be summarized as follows:

- The Appellant submits that the Respondent failed to respect the terms of the Agreement from July 2019 onwards.

- The Appellant was prevented from complying from its daily contractual obligations due to a situation of *force majeure*.

- The Agreement with the Respondent was fully and validly terminated by the Appellant in accordance with Article 10 of the Agreement.

- The Appellant further submits that if it were to be considered that Article 10 of the Agreement is not applicable, the termination of the Agreement triggered by the Appellant was made with just cause taking the long and serious breaches committed by the Respondent into consideration.

**B. Respondent**

32. The Respondent filed the following prayers for relief:

1. *"To enforce CAS jurisdiction as competent to rule on the matter according to the applicable law described herein;*

2. *To rule that the Appellant has repeatedly violated the Agreement and as a consequence CAS shall totally reject the appeal lodged before this Court;*

3. *To rule that the decision rendered by FIFA PSC is confirmed and declare the termination of the Employment Agreement without just cause by the Appellant`s fault, as well as ratifying all amounts due to the Respondent and compensation imposed by FIFA PSC, including compensation for career damages and applicable legal fees,*

4. *To rule that the Appellant shall pay 5% (five per cent) of annual interest on the amount due to the Respondent from the date of default on each actual payment due;*

5. *To rule that the Appellant shall bear the costs of proceedings before FIFA PSC, in accordance with article 17 of the Rules Governing the Procedures of the PSC and DRC, taking into the consideration that submission of the claim to FIFA occurred exclusively by the Appellant`s carelessness;*

6. *To rule that the Appellant shall bear the costs of proceedings before CAS, including the advance of costs and all related expenses, such as the CAS Court Office Fees, not to mention other costs".*

33. The Respondent relies, in essence, on the following arguments:

- The Respondent did not engage in any breach of contract and his absence and habitation in Brazil was sanctioned by the Appellant who has not paid the Respondent any remuneration as of July 2019.

- The Respondent contests the recipe of a termination letter from the Appellant and views the Agreement to be fully binding and thus the full remuneration and benefits are owed for the remaining term of the Agreement.

- The Appellant hired a new Head Coach and therewith violated its Agreement with the Respondent. Based on these grounds, the Respondent further claims rights to damages for breach of contract and career damages.

## V. JURISDICTION

34. Article R47 of the Code provides as follows:

*"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body".*

35. The jurisdiction of CAS, which is not disputed, derives from Article 58 para. 1 of the FIFA Statutes as it determines that *"Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question".*

36. The Parties further confirmed the jurisdiction of CAS by signing the Order of Procedure. It follows that CAS has jurisdiction to decide on the present dispute.

## VI. ADMISSIBILITY

37. Article R49 of the Code provides:

*"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".*

38. In addition, Article 58 para. 1 of the FIFA Statutes states:

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

39. The Appealed Decision was notified to the parties on 28 August 2020 and the statement of appeal was filed on 17 September 2020, i.e. within the 21 days set by Article 58 para. 1 of the FIFA Statutes. The appeal complied with all other requirements of Article R48 of the Code, including the payment of the CAS Court Office fee. It follows that the appeal is admissible.

40. Separately, the Sole Arbitrator notes that the Appellant contests the admissibility of the exhibits 15 and 16 to the Answer.

41. The Respondent submitted a settlement offer provided to the Respondent by the Appellant from its legal counsel. The Appellant argued that these are documents protected by the attorney-client-privilege and thus inadmissible in the proceedings. Under the perspective of Swiss law,

the Sole Arbitrator holds that such documents would indeed be viewed as privileged as it is correspondence with the Appellant`s legal representation. Also, with a view on future settlement talks between parties, settlement offers which are marked as "privileged" shall not be admissible before CAS. Exhibits 15 & 16 thus shall be viewed as inadmissible and not be taken into consideration. In any case, these exhibits would not change the outcome of this proceeding.

## VII. APPLICABLE LAW

42. Pursuant to Article R58 of the Code:

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

43. The Sole Arbitrator notes that Article 57 para. 2 of the FIFA Statutes stipulates the following:

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

44. The Parties both refer in their submissions to the FIFA Regulations and – in case of a lacuna – to Swiss law. The Appellant submits that Pakistani Law and regulations should apply as it is the law of the country where the mutual obligations of the Agreement are to be performed. The Respondent contests that there is no contractual basis nor CAS jurisprudence to establish the applicability of Pakistani law. The Sole Arbitrator notes that the Agreement does not refer to Pakistani law.

45. In light of the above, the Sole Arbitrator will decide the present dispute primarily in accordance with the FIFA Regulations and, subsidiarily, in accordance with Swiss law in case of any lacuna in the FIFA Regulations.

## VIII. MERITS

### A. Overview and scope of the Appeal

46. According to Article R57 para. 1 of the Code, the Sole Arbitrator has "full power to review the facts and the law". As has been stated in CAS jurisprudence, the CAS appeals arbitration procedure thus entails a de novo review of the merits of the case as is not confined to merely ruling whether the appealed decision is to be upheld or not. It is the role of the Sole Arbitrator to establish the merits of the case independently.

47. The Sole Arbitrator has reviewed and acknowledged all arguments submitted by the parties and has come to the following conclusions. The validity of the Agreement is not in dispute.

According to the terms of the Agreement, in principle, the Respondent is owed remuneration by the Appellant. The Appellant, however, submits arguments as why remuneration is not owed. Further, the Appellant has submitted that the Agreement was terminated in accordance with Article 10 of the Agreement and thus no compensation for breach of contract is owed.

48. The matter of whether remuneration is owed for the time period of the Respondent's leave as well as the matter of whether the Agreement was justly terminated in accordance with Article 10 of the Agreement constitute the legal disputes of relevance. Therefore, these shall be the focus of the deliberation of the merits and it is for the Appellant to establish why the payment terms set forth in the Agreement are not to be upheld and to establish that the Agreement was justly terminated.

49. Following, it is to be examined whether the Respondent was in breach of the Agreement and whether the alleged breach justifies the Appellant`s reliance on *exceptio non adimpleti contractus*. Further, it is to be established whether the Appellant terminated the Agreement in accordance with Article 10 of the Agreement.

## B. The Agreement

### *a. Breach of the Agreement by the Respondent and Exceptio Non Adimpleti Contractus*

50. The Appellant justifies the withholding of the Respondent`s remuneration as of July 2019 onwards on the grounds that the Respondent was in breach of the Agreement, and thus therewith had justifiable grounds for not paying his remuneration. The Appellant further argues that a *force majeure* occurrence took place and that the Appellant was unable to execute the payments during the July – October 2019 time frame.

51. In regards to the *force majeure* argument, whilst it may in principle be acknowledged that a *force majeure* event may delay the possibility of timely payments, the occurrence of such a *force majeure* event, if established, however, in this case would not free the Appellant of its remuneration duties at the soonest possible date. The Appellant does not explain as to how an alleged *force majeure* event occurred and why it did not pay the salary after said event ended. Therefore, this argument shall be rejected.

52. As was established within the proceedings before the PSC, the Appellant has brought forth that whilst the Respondent's leave and return to Brazil was indeed granted, the Respondent was simultaneously given tasks which he failed to complete and therein lies a breach of contract on the part of the Respondent. The Respondent is of the view that no such breach occurred.

53. The Appellant has put forth that the lack of payment to the Respondent was justified on the grounds that the Respondent failed to provide any services towards the Appellant and thus cannot claim remuneration as an obligation from the Agreement as he did not comply with his own contractual obligations.

54. In addition to the considerations brought forth by the PSC it is further essential to be established if the Agreement is to be categorized as an employment agreement and is therewith,

under the subsidiary application of Swiss law, subject to Swiss employment law. The Agreement entered into by the Parties regulated the terms of the Respondent`s employment with Appellant and is to be categorized and interpreted as an employment agreement under Swiss law. Accordingly, the discretion of the Parties to withhold contractual obligations due to the alleged non-compliance of another Party is to be evaluated within the perspective and allowances of Swiss employment law.

55. Further, the question of whether the principle of *exceptio non adimpleti contractus*, may be enacted within an employment agreement by the employer is to be established. The principle of *exceptio non adimpleti contractus* is generally not applicable within employment agreements as the Swiss Code of Obligations (CO) provides an exhaustive list of grounds under which a party may withhold its contractual obligations under an employment agreement due to the breach of the other party (Art. 323 *et seqq*. CO).

56. The claim brought forth by the Appellant that the Respondent failed to complete the tasks he was assigned whilst on his "special vacations" lacks legal relevance. Firstly, the Appellant has failed to show that the Respondent was requested to return to Pakistan or requested to do said tasks and that the Respondent refused to comply and thus was in breach of the Agreement. Secondly, even if the Respondent had not fully complied with all of his duties, the Appellant was not entitled to withhold payment as no such stipulation was in the Agreement nor would this be permissible under Swiss law.

57. The Sole Arbitrator concludes that the Appellant was obliged to provide the Respondent with the remuneration as agreed within the Agreement. By failing to provide the remuneration owed for the time frame of the Respondent's continued employment during the months of July 2019 – December 2020, the Appellant was in breach of the Agreement.

### *b. Termination of the Agreement in Accordance with Article 10 of the Agreement*

58. The Appellant argued that the Agreement with the Respondent had been terminated in compliance with Article 10 of the Agreement.

59. Termination on the grounds of Article 10 of the Agreement requires either Party to give 60 days' notice in writing, and for the termination by the Appellant the additional requirement of the failure of the Respondent to meet PFF set targets or that performance be below expectations. The Appellant states that the Respondent was provided with a letter of termination based on the Article 10 of the Agreement on 31 December 2019. The Respondent has stated that no such termination letter was ever received.

60. The termination letter in question was solely submitted as a copy into evidence. The Appellant was unable to provide any confirmation of receipt by the Respondent and no postage details. In order for a termination to be valid, the terminating party must ensure the acknowledgment of the terminated party. In the case at hand, the Appellant bears the duty to prove that the Respondent received and acknowledged the termination letter. The sixty (60) day notice and continuation of remuneration payments during this time period was also not met, strengthening

the indication that no termination in compliance with Article 10 of the Agreement took place. Further, there is no proof that the Respondent failed to fulfil the PFF's goals.

61. Given the lack of evidence substantiating its delivery, the Sole Arbitrator is of the view that the alleged termination letter cannot be viewed as having been properly delivered and therewith acknowledged by the Respondent.

62. Furthermore, the Appellant proceeded to hire a new coach on 2 January 2020, which *de facto* terminated the Respondent's position as the head coach of the PFF. The termination of the Respondent required compliance with Article 10 of the Agreement or the presence of just cause for termination.

63. The Respondent was on authorized leave and the return of the latter to resume his duties had not been requested by the Appellant. Thus, there is no apparent cause for the termination of the Respondent's employment in accordance with Article 10 of the Agreement.

64. The Sole Arbitrator therefore considers that the Appellant has not met the burden to prove that the Agreement was terminated with just cause nor that any alleged termination met the requirements set out within Article 10 of the Agreement. Consequently, it is to be concluded that the Respondent's termination was in breach of the Agreement. In light of this conclusion, the Sole Arbitrator no longer requires to analyse whether Article 10 of the Agreement would be valid under Swiss law.

65. The Sole Arbitrator takes into account the PSC's calculation of the compensation for breach of contract amounting to USD 131,091.

66. The Sole Arbitrator has established that the Agreement was not terminated according to Article 10 of the Agreement, and thus the Appellant was in breach of the Agreement through the *de facto* termination of the Respondent in January 2020. Thus, the remaining to be established is the amount of compensation owed to the Respondent due to the Appellant's breach of the Agreement.

67. The Appellant contested the amount calculated by the PSC, with the reasoning of contributory negligence on the part of the Respondent. The Appellant has brought forth that the Respondent was in breach of his contractual duties and thus there was just cause for an early termination of the Agreement.

68. The Appellant claims that the compensation towards the Respondent should be reduced based on the grounds of Article 44 CO and provided CAS precedent in which compensation was reduced on the grounds on contributory fault. Whilst the legal principle and precedent of reduction of compensation based on contributory fault of Article 44 CO may be recognized by the Sole Arbitrator, nonetheless, the cited precedent and legal principle are not applicable to the case at hand. The Appellant, whilst claiming fault on the part of the Respondent, has failed to demonstrate or prove said breaches on the part of the Respondent. Thus, the Sole Arbitrator does not acknowledge there to be any contributory fault on the part of the Respondent justifying reduction of the damages owed.

69. The PSC calculated the compensation based upon the remaining value of the Agreement had it not been breached and the Respondent's employment had continued till the expiration of the Agreement. According to this calculation, the compensation owed is made up of the remuneration owed for the remaining sixteen months of employment per the Agreement as well as an airplane ticket from Pakistan to Brazil.

70. The Sole Arbitrator is of the view that this calculation is an accurate and appropriate representation of the damage incurred by the Respondent due to Appellant prematurely terminating the Agreement without just cause. The Respondent should not be subjected to a financial detriment due to the termination without just cause by the Appellant and the remuneration which was owed is to serve as the compensation for the breach.

71. The principle that the Respondent is owed the entire value of the Agreement in which the parties entered into is to be followed. Further, no grounds for reduction are evident, particularly given the fact that the Respondent has not received any remuneration from another employer within the duration of the Agreement nor received any other form of financial compensation.

## C. Conclusion

72. The Sole Arbitrator concludes the following:

- The Respondent's leave was authorized by the Appellant and does not constitute any breach of the Agreement by the latter. The Appellant's subsequent failure to provide timely remuneration to the Respondent was in breach of the Parties' Agreement and the Respondent is owed the agreed upon remuneration for the time of his employment until the *de facto* termination by the Appellant.

- The termination of the Respondent was not in accordance with the termination clause (Article 10) of the Agreement nor was there just cause present allowing for the premature termination of the Agreement. The Appellant was therewith in breach of the Agreement and the Respondent is entitled to compensation for said breach of the Agreement.

- The decision of the Single Judge of the Player's Status Committee is herewith confirmed and upheld.

## ON THESE GROUNDS

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

1. The appeal filed by the Pakistan Football Federation against the decision rendered on 11 August 2020 by the Single Judge of the Players' Status Committee of FIFA is dismissed.

2. The decision rendered on 11 August 2020 by the Single Judge of the Players' Status Committee of FIFA is confirmed.

3. (…).

4. (…).

5. All other prayers for relief are dismissed.