Arbitration CAS 2021/A/8292 SC East Bengal Football Club v. Omid Singh, award of 11 May 2022

Panel: Mrs Leanne O'Leary (United Kingdom), Sole Arbitrator

Football
Termination of the employment contract with just cause by the player
Conclusion of an employment contract
Administrative formalities
Allegations of forgery of the signature
Essentialia negotii of an employment contract

1. **It is not uncommon for negotiations for a football player's contract to be conducted through video calls on WhatsApp and email, and for the parties to execute a contract remotely, particularly when they are based in different countries. In order to establish whether a contract has been entered into, who the parties to the contract are and what the exact scope of the contractual relationship is, the judge must interpret the parties' declarations of intent. At first, he must seek to discover the true and mutually agreed upon intention of the parties, if necessary empirically, on the basis of circumstantial evidence. To be taken into account are the content of the statements made – whether they are written or oral - and also the general context; i.e. all the circumstances, which could give an indication as to the real intention of the parties. Also relevant are the statements made prior to the conclusion of the contract as well as the subsequent events and conduct of the parties. The judge must assess the situation according to his general experience of life. When the mutually agreed real intention of the parties cannot be established, the contract must be interpreted according to the requirements of good faith. The judge has to seek to determine how a declaration or an external manifestation by a party could have been reasonably understood depending on the individual circumstances of the case. The requirements of good faith tend to give the preference to a more objective approach. The emphasis is not so much on what a party may have meant but on how a reasonable man would have understood its declaration. The relevant circumstances in this respect are only those which preceded or accompanied the declaration of intent and not the subsequent events.**

2. **The completion of regulatory administrative formalities - such as the issue of an International Tranfer Certificate (ITC) and the related entry of documents into the Transfer Matching System (TMS) - is not a prerequisite for, and does not affect, the validity of an employment contract.**

3. **It is for the party alleging that the signature is a forgery to request an expert opinion to verify authenticity or initiate proceedings before competent penal authorities. In the absence of evidence, the authenticity of the signature must be presumed.**

4. According to Article 1(1) and Article 2(1) of the Swiss Code of Obligations (SCO), an agreement is concluded only if the parties have, reciprocally and by mutual assent, expressed their common intent on all essential points. If an employment contract includes, *inter alia*, (i) a date, (ii) the names of the parties, (iii) the duration of the agreement, (iv) the position of the employee, (v) the remuneration components to be paid, and (vi) the signatures of the parties, it contains all *essentialia negotii* to be considered a valid and binding agreement between the parties.

I. INTRODUCTION

1. This is an appeal against a decision rendered by the FIFA Dispute Resolution Chamber (the "DRC") on 1 July 2021 (the "Appealed Decision") in an employment-related dispute.

II. PARTIES

2. SC East Bengal Football Club (the "Club" or the "Appellant") is a professional football club based in Kolkata, India. It is affiliated to the All India Football Federation, which, in turn, is a member of the Fédération Internationale de Football Association ("FIFA").

3. Mr Omid Singh (the "Player" or the "Respondent") is a professional football player of Iranian nationality, born in Behbahan, Iran on 9 January 1993.

4. Collectively, the Club and the Player are referred to as the "Parties".

III. FACTUAL BACKGROUND

A. Background Facts

5. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced at the hearing on 21 December 2021. 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, allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, she refers in her Award only to the submissions and evidence she considers necessary to explain her reasoning.

6. In August 2019, the Player's Agent, Mr Ehsan Yazdani Alandani ("Mr Yazdani" or the "Player's Agent") travelled to India to participate in a ceremony for the Club's 100th anniversary. Mr Yazdani attended the ceremony with others, including a former Iranian player of the Club, Mr Majid Beshkar.

7. Following Mr Yazdani's visit to East Bengal, Mr Sachin Dhondge and Mr Alvito D'Cunha on behalf of the Club and Mr Yazdani on behalf of the Player entered into negotiations for an employment contract between the Club and the Player.

8. Between 13 March 2020 and 18 March 2020, the Player, Mr Yazdani and Mr Dhondge exchanged emails messages which attached written versions of an employment contract for the playing seasons 2020/2021 and 2021/2022 (the "Employment Contract" or "Contract").

9. The Employment Contract provided as follows:

"The [Club] appoints the Player…to play Football for the [Club] to be followed as per the rules of the Indian Football Association (IFA) West Bengal and/or All India Football Federation (AIFF) & Federation Internationale de Football Association (FIFA) at the following terms & conditions:

1. Period of Contract: 2020-21, 2021-22, The period of the contract will be as per the football season.

2. Consideration Amount:

1st year: 1,00,000 USD (10,000 USD per month)

2nd year: 1,10,000 USD (11,000 USD per month)

3. [The Player] will be provided accommodation by the Club for [his] stay.

4. The above consideration amount will be paid in equivalent amount as monthly salary.

5. The same mode of payment will follow every month.

…

25. This agreement is executed in duplicate and one copy will remain with the [Club] and the other with the Player.

26. If the Club fails to pay two months salary consecutively then the Player has rights to deactivate the contract.

27. The club will pay for one to and fro ticket (from Iran to India) travel arrangements of the player.

…*"* (sic).

10. The Employment Contract recorded that it was, *"[s]igned by both the Parties under Seal on this **11th** day of **March**, 2020 (Eleventh March, Two Thousand Twenty)"*. A signature and seal were applied on behalf of the Club on each page, including the final page. The Player signed each page and the Player's signature and thumb print appeared on the final page. The Club disputes the validity of the Contract.

11. On 18 March 2020, Mr Dhondge sent by email to Mr Yazdani, an updated version of the Employment Contract.

12. On 19 March 2020, Mr Yazdani returned by email to Mr Dhondge, a copy of the Employment Contract signed by the Player. A second copy was also sent by email to Mr D'Cunha on the same date.

13. On 1 September 2020, the company, Shree Cement Limited, acquired the Club.

14. On 12 September 2020, a legal entity, the Shree Cement East Bengal Foundation was formed to manage the Club.

15. On 1 October 2020, the Club's representative, Mr Pratham, and the Player's Agent communicated on WhatsApp regarding the Player.

16. On 8 October 2020, the Club's representative, Mr Pratham, informed the Player's Agent by WhatsApp, *"Plz look for an alternative club for Omid. He is not part of our plan"* (sic).

17. On 9 October 2020, the Player's Agent received by WhatsApp from Mr Alvito D'Cunha a version of the Employment Contract dated 11 March 2020 that was signed by the Club and the Player.

18. By letter dated 29 October 2020, the Player put the Club on notice that it had defaulted on payment of his salary and granted the Club 15 days to pay all outstanding remuneration and other benefits, otherwise he would terminate the Employment Contract. The Club did not pay the Player his outstanding remuneration and other benefits as requested in the Player's letter of 29 October 2020.

19. By letter dated 14 November 2020, the Player unilaterally terminated the Employment Contract alleging just cause.

20. On 16 November 2020, the Player entered into an employment contract with the Iranian club, Aluminium Hormozgan FC.

21. On 20 November 2020, the Indian Super League in which the Club participated commenced the 2020/2021 season.

B. Proceedings before the DRC

22. On 26 December 2020, the Player filed a claim against the Club before the DRC, alleging breach of contract and requesting the payment of USD 210,000 in outstanding remuneration and compensation, together with interest at a rate of 5% *per annum*.

23. Before the DRC, the Player submitted that he had sent a default letter to the Club on 29 October 2020, with which the Club had not complied. He further submitted that the Club had never complied with its financial obligations under the Employment Contract and had obliged him *de facto* to find an alternative club. The Player submitted that the Respondent's behaviour, together with its non-compliance with the default notice, entitled the Player to

terminate the Employment Contract with just cause under the FIFA Regulations on the Status and Transfer of Players (the "RSTP").

24. In its defence, the Club rejected the Player's claims. First, it submitted that the Player had fabricated the evidence for the purpose of inducing the DRC to assess the Employment Contract as valid and binding between the Parties. It submitted that the Club had never signed the Employment Contract and for that reason it was not enforceable. Secondly, it asserted that the Player's letters of default and termination were sent to email addresses which did not belong to the Club. The Club asserted that even if the DRC concluded that the Employment Contract was valid, the Club had not been put in the position to comply with the deadline served by notice dated 29 October 2020 and the termination should be considered invalid.

25. On 1 July 2021, the DRC rendered the Appealed Decision, which was notified to the Parties by email on 17 August 2021. The DRC partially accepted the Player's claim as follows:

"2. The Respondent, East Bengal FC, has to pay to the Claimant, the following amount:

- *USD 10,000 as outstanding salary for August 2020 plus 5% interest p.a. as from 16 September 2020 until the date of effective payment.*
- *USD 10,000 as outstanding salary for September 2020 plus 5% interest p.a. as from 16 October 2020 until the date of effective payment.*
- *USD 10,000 as outstanding salary for October 2020 plus 5% interest p.a. as from 16 November until the date of effective payment.*
- *USD 178,570 as compensation for breach of contract plus 5% p.a. interest as from 26 December 2020*

3. Any further claims of the Claimant are rejected.

4. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.

5. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to psdfifa@fifa.org, duly translated, if applicable, into one of the official languages (English, French, German, Spanish).

6. In the event that the amount due, plus interest as established above is not paid by the Claimant/Counter-Respondent ***within 45 days****, as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:*

1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid (cf art. 24bis of the Regulations on the Status and Transfer of Players).

2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.

7. The decision is rendered free of costs".

26. The grounds of the Appealed Decision can be summarised as follows. First, the DRC took note that the matter had been presented to FIFA on *"24 December 2020"* (sic) and submitted for decision on 1 July 2021, and that taking into account the wording of Article 21 of the January 2021 edition of the Rules Governing the Procedure of the Players' Status Committee and the Dispute Resolution Chamber (the "Procedural Rules"), the June 2020 edition of the Procedural Rules was applicable to the matter at hand. It also considered that, in principle, it was competent to deal with the present dispute based on Article 24(1), in combination with Article 22 lit. a) and b), of the February 2021 edition of the FIFA RSTP because the matter concerned an employment-related dispute with an international dimension between an Iranian player and an Indian club.

27. Secondly, the DRC confirmed that, in accordance with Articles 26(1) and (2) of the FIFA RSTP (February 2021 edition), the regulations applicable to the substance of the dispute were the October 2020 edition of the FIFA RSTP because the claim was lodged on *"24 December 2020"* (sic).

28. Thirdly, with regards to the substance of the matter, the DRC noted that the Parties strongly disputed the validity of the Employment Contract dated 11 March 2020 and that the issues at hand were: whether the Parties had effectively entered into a valid employment agreement as of 11 March 2020; and if so, whether the Player was entitled to any specific amount of money.

29. Regarding the validity of the Employment Contract, the DRC considered whether the Contract contained all the *essentialia negotii* and concluded that it did. In so doing, the DRC found that the Club had failed to corroborate its allegations regarding the forged Club signature and concluded that the signatures inserted on the Employment Contract were valid. It also acknowledged that the Contract contained all the other basic elements which constituted a valid contract. Accordingly, it concluded that the Employment Contract was valid and binding between the Parties.

30. On the issue of whether the Player was entitled to a specific amount of money, the DRC noted that the Club's only objection related to the validity of the Employment Contract *per se* and that the amounts that the Player claimed were uncontested. The DRC observed that the Player had put the Club in default by a letter dated 29 October 2020 when the Club had failed to make at least two salary payments. It noted the Club's objection to the validity of the default letter and the termination notice and concluded that at least one of the email addresses was in use by the Club at the moment it received the alleged communication, and rejected the Club's argument that it had not been put in the condition to comply with the deadline served by the notice dated 29 October 2020. Furthermore, it also observed that the Player's contract provided that the Player had a right to unilaterally terminate the Employment Contract in case the Club failed to pay two consecutive salary payments. It concluded that the Player was

entitled to terminate the Employment Contract as all the criteria set by Article 14bis of the FIFA RSTP had been met, and was entitled to outstanding remuneration and compensation for breach of contract.

31. Regarding the remuneration owed to the Player, the DRC acknowledged that at the time the Player terminated the Employment Contract, he was owed salaries for August 2020, September 2020 and October 2020 which came to a total amount of USD 30,000. In line with DRC jurisprudence, it also concluded that interest accrued on the outstanding salary amounts as of the relevant due date for each outstanding salary payment.

32. Regarding the compensation owed for breach of contract, the DRC considered that the Player was entitled to compensation calculated in accordance with Article 17 of the FIFA RSTP. It noted that the Employment Contract did not contain a provision under which the Parties had agreed to the amount of compensation payable in the event of a breach. Accordingly, it based its assessment of the quantum on the residual value of the Contract. It determined that the Player would have received USD 180,000 as remuneration for the period from November 2020 until the end of the 2021/2022 season, which consisted of seven monthly salaries due for the 2020/2021 season and the value of the contract for the 2021/2022 season of USD 110,000. The DRC noted that the Player had mitigated his loss because after terminating the Employment Contract on 14 November 2020, he had signed a new employment agreement on 16 November 2020 with an Iranian club, Aluminium Hormozgan FC. The new agreement was valid until the end of the Iranian 2020/2021 football season. The total value of the new employment agreement was 8,000,000,000 Iranian Rials which corresponded to approximately USD 34,430. Accordingly, the DRC decided that the amount of USD 34,430 would be deducted from the residual value of USD 180,000, leading to a mitigated sum of USD 155,570.

33. Moreover, the DRC noted that under Article 17(1)(ii) of the FIFA RSTP, the Player was entitled to additional compensation of between three and six monthly salaries. Accordingly, the DRC awarded the Player an additional three monthly salary payments, i.e. USD 33,000 (3 x 11,000). In total, the DRC awarded the Player compensation of USD 178,570 for breach of contract, which it considered *"to be a fair and reasonable amount"*.

34. Finally, the DRC considered the consequences of non-payment of the outstanding remuneration and/or compensation under Article 24bis(1) and (2) and noted that the consequence of a Club's failure to pay the relevant amounts in due time consisted of a ban from registering any new players, either nationally or internationally, up until the due amounts were paid or a maximum of three entire and consecutive registration periods. It decided that a ban to that effect would apply in the event that the Club did not pay in due time. It also decided that no costs were to be imposed on the Parties.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

35. On 7 September 2021, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the "CAS") pursuant to Article R48 of the Code of Sports-related Arbitration (the "Code") against the Respondent regarding the Appealed Decision. In its Statement of Appeal,

the Appellant requested a stay of execution of the Appealed Decision under Article R37 of the Code. The Appellant did not file any factual or legal submissions in support of its request.

36. On 9 September 2021 and within the deadline previously granted by the CAS Court Office, the Appellant completed its Statement of Appeal.

37. On 16 September 2021, the CAS Court Office initiated an appeals arbitration procedure under the reference *CAS 2021/A/8292 SC East Bengal Football Club v. Omid Singh*. A copy of the Statement of Appeal was served on the Respondent on the same date.

38. Within its letter of 16 September 2021, the CAS Court Office informed the Appellant of the recurring CAS case law regarding the unenforceability of a decision issued by a Swiss private association while under appeal and granted the Appellant until 21 September 2021 to state whether it withdrew or maintained its request for a stay. The CAS Court Office further noted that the Appellant's silence would be interpreted as a wish to maintain the request.

39. On 17 September 2021, the Appellant filed its Appeal Brief and exhibits.

40. On 22 September 2021, the CAS Court Office noted the Appellant's silence, confirmed it would be interpreted as the Appellant's intention to maintain its request for a stay and granted the Respondent until 4 October 2021 to file its comments with regard to the request.

41. On 4 October 2021, the Respondent informed the CAS Court Office that, with regards to the Appellant's request for a stay, it did *"not have any specific comments on the matter"*. The Respondent requested that the CAS proceeded with considering the Appellant's request, and argued that the Appellant should *"bear the consequential arbitration cost"*.

42. Still on 4 October 2021, the CAS Court Office acknowledged receipt of the Respondent's comments and informed the Parties that a decision would be rendered with regard to the request for a stay in due course.

43. On 21 October 2021, following receipt of the entire advance of costs for the procedure from the Appellant, the CAS Court Office informed the Parties that the Panel had been constituted as follows: Dr Leanne O'Leary, Solicitor, Senior Lecturer in Law, Ormskirk, Lancashire, United Kingdom acting as Sole Arbitrator.

44. On 29 October 2021, the Sole Arbitrator rejected the Appellant's request for a stay and the Parties were notified of the reasoned Order on the request for a stay on the same day.

45. On 8 November 2021, the Respondent filed his Answer in accordance with Article R55 of the Code.

46. On 9 November 2021, the CAS Court Office acknowledged receipt of the Respondent's Answer and notified the Parties that unless the Parties agreed or the Sole Arbitrator ordered otherwise on the basis of exceptional circumstances, Article R56 of the Code applied, and *"the Parties shall not be authorized to supplement or amend their requests or their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely, after submission of the Appeal Brief and*

of the Answer". The letter invited the Parties to inform the CAS Court Office of their preference for a hearing to be held or for the Sole Arbitrator to decide the matter based solely on the Parties' written submissions before 16 November 2021. The letter also requested the Appellant to submit within a prescribed time another copy of Annex 3 (Parts A and B) which was illegible.

47. On 16 November 2021, the Appellant informed the CAS Court Office of its preference for the matter to be decided with a hearing. It also provided copies of Annex 3 (Parts A and B) as requested. The Respondent informed the CAS Court Office of his preference for the matter to be decided without a hearing.

48. Still on 16 November 2021, the CAS Court Office informed the Parties that the Sole Arbitrator had considered the Parties' positions regarding a hearing and pursuant to R57 of the Code, it advised that the Sole Arbitrator had decided to hold a hearing.

49. On 29 November 2021, the CAS Court Office invited the Parties to a hearing on 21 December 2021 by videoconference and to provide a list of witnesses and interpreters, and contact details for the hearing.

50. On 6 December 2021, and within the time provided, the Appellant and Respondent notified the CAS Court Office of their witnesses and attendees at the hearing.

51. On 7 December 2021, the CAS Court Office provided the Parties with the Order of Procedure for their signature and return before 14 December 2021.

52. On 8 December 2021, the Respondent informed the CAS Court Office that it objected to the Appellant's witnesses attending the hearing on the basis that the Appellant had not complied with Articles R44 and R51 of the Code.

53. On 9 December 2021, the CAS Court Office invited the Appellant to respond to the Respondent's objection before 14 December 2021.

54. On 13 December 2021, the Respondent requested that the time limit for returning the signed Order of Procedure be extended in light of its objection to the Appellant's witnesses' testimony.

55. Still on 13 December 2021, the CAS Court Office informed the Parties that the deadline for submitting the Order of Procedure was extended to 20 December 2021.

56. On 14 December 2021 and within the time provided, the Appellant replied to the Respondent's objection regarding the Appellant's witness evidence.

57. On 16 December 2021, the CAS Court Office informed the Parties that the Sole Arbitrator had considered the Parties' submissions on the Respondent's objection and concluded that the Appellant's witnesses' evidence was inadmissible and that the witnesses were not allowed to testify during the hearing on 21 December 2021. The Sole Arbitrator's reasons are outlined further in paragraphs 78 to 93 of this Award.

58. On 20 December 2021, the Appellant and the Respondent returned their respective signed Orders of Procedure.

59. On 21 December 2021, a hearing took place by video-conference. Besides the Sole Arbitrator and Ms Lia Yokomizo, CAS Counsel, the following people also attended:

For the Club:

Mr Vinay Joy, Legal Counsel

Mr Pranav Pramod, Legal Counsel

For the Player:

Mr Rouzbeh Vosough Ahmadi, Legal Counsel

Mr Amir Arsalan Eskandari, Legal Counsel

Mr Ehsan Yazdani Alandani, Witness

Ms Saba Makani, Interpreter

60. At the outset of the hearing, the Parties confirmed that they had no objections in respect to the Sole Arbitrator hearing the appeal and that the Sole Arbitrator had jurisdiction over the present dispute. In their opening statements, the Parties reiterated the arguments already put forward in their respective written submissions.

61. The Player's Agent attended and was heard with respect to the circumstances specified in the written submissions already submitted and to the other circumstances related to the Contract. After that, the Parties were given the opportunity to present their oral pleadings.

62. Before the hearing was concluded, the Parties confirmed that they did not have any objection with the procedure adopted by the Sole Arbitrator and that their rights to be heard and to be treated equally had been duly respected.

V. SUBMISSIONS OF THE PARTIES

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

- The Appealed Decision was arrived at based on a false and misleading, misrepresentation of the facts and should be quashed.

- There was no valid and binding Employment Contract between the Parties.

- There was no evidence of verbal negotiations between the Player and the Club, and no evidence of email communication between the Parties which supported the terms, conditions, and proposed date of signing of the alleged contract or the contract exchange.

- The Respondent's copy of the Employment Contract *"appears to be a document derived through fraudulent means"* and was not validly executed by the Club. The Appellant was provided with a list of contracts during the takeover process and the Employment Contract was not on that list. There was no formal email trail or records supporting the Player's signing.

- The Appellant announces all signings on its social media accounts as a matter of practice and no announcement to the effect that it had signed the Player appears on these accounts. A media report that asserts the Club had signed the Player has no legal validity and is not a credible source. Other media reports quoted the Player as asserting that he had not signed the Employment Contract. The Player also denied one media report and yet relied on it to support his claim that he had signed.

- The WhatsApp evidence showed that the Club had not signed the Contract and the Appellant submitted that the Player had forged the Club's signature. There was no evidence of the Player receiving the signed contract from the Club. It was also *"devoid of any logic"* as to why a professional football club would pay such a high amount in the existing financial climate and fail to register or integrate him into the team. The simple explanation was that the Player was never a player of the Club.

- The Appellant submitted that the Club's ownership changed hands and it was possible under the previous ownership that preliminary discussions with the Player's Agent took place, but the evidence shows that these discussions *"were not fruitful"* and the Club decided against signing the Player. The Player failed to provide any evidence of negotiations or the Contract's terms and conditions. Preliminary negotiations do not constitute a valid contract between the Parties.

- No International Transfer Certificate ("ITC") was issued for the Player and there is no record of the alleged transfer in the FIFA Transfer Matching System ("TMS"). The Appellant submitted that the Player did not enquire about his TMS or ITC. The Appellant submitted that the Player moved from FC Nassaji M to Naft MISFC on 10 January 2020 on a free transfer and then moved from Naft MISFC to his current club on 16 October 2020. Had the Player moved to the Club on 11 March 2020, there would have been documents in place on the TMS and the absence of these supports the fact that there was no contract between the Parties.

- In its Appeal Brief, the Appellant submitted the following requests for relief:

  "The Cub respectfully submits that the FIFA DRC Decision is erroneous and has not accounted for all the facts in the present matter. The Club hereby requests the Court for Arbitration of Sports ("CAS") to:

  a) Quash paragraph 2, section IV of the FIFA DRC Decision.

b) Dismiss the claim of the Player and impose such additional costs on the Player, as it deems fit" (sic).

64. The Respondent's submissions may be summarized as follows:

- The Respondent did not contest the fact that CAS had jurisdiction, he deferred to the Sole Arbitrator's decision regarding the admissibility of the appeal and submitted that the applicable law was the various FIFA RSTP and Swiss law.

- The Parties entered a valid and binding Employment Contract on 19 March 2020, which included all the *essentialia negotii*. The Appellant failed to make two consecutive salary payments and the Respondent validly terminated the Employment Contract for just cause. The Respondent was entitled to the outstanding remuneration and compensation that the DRC ordered to be paid.

- The Respondent's claims that he forged the Appellant's signature on the Employment Contract were strongly denied. It is well-established CAS jurisprudence that any party wishing to prevail on a disputed issue must discharge its burden of proof (relying on CAS 2014/A/3546), and the Club had failed to discharge the burden before the DRC and in these proceedings.

- The Respondent's evidence showed that there were email exchanges between the Respondent's representative and the Appellant's representative leading up to the Contract agreement, and WhatsApp exchanges showed that the signed version of the Contract was sent through WhatsApp by the Club's representative.

- The Appellant's assertion that the Employment Contract was not one of the contracts provided by the Club's former management to the new owners did not affect the Contract's validity.

- Following the Contract's conclusion, a Club official had provided an interview which confirmed that the Respondent had signed an agreement for two years, and which the Appellant did not deny.

- The obligation to request an ITC lay with the Appellant and the All India Football Association and the fact the Respondent had not followed up the ITC request did not affect the Contract's validity.

- The Player's Agent regularly and frequently followed up with the Appellant's representatives to obtain a signed copy of the Employment Contract. The Appellant delayed returning the copy of the Employment Contract duly signed by both Parties, which Mr Yazdani received on 9 October 2020.

- In its Answer, the Respondent submitted the following requests for relief:

  "In the view of the foregoing, the Respondent respectfully requests the CAS to issue an award:

  - Rejecting all reliefs sought by the Appellant, and

- Confirming entirely the challenged FIFA DRC decision, and

- Ordering the Appellant to pay all costs of the proceedings before CAS including the request for Stay and to pay a significant contribution towards the legal fees and other expenses incurred by the Respondent in connection with these proceedings".

VI. JURISDICTION

65. 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".

66. The Appellant relied on Article 57 of the FIFA Statutes as conferring jurisdiction on the CAS.

67. The jurisdiction of the CAS was not contested by the Respondent.

68. The signatures on the Orders of Procedure for the Appellant and the Respondent confirmed the jurisdiction of the CAS in the present case.

69. Accordingly, the Sole Arbitrator is satisfied that CAS has jurisdiction to hear the present case.

VII. ADMISSIBILITY

70. 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 in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document …".

71. According to Article 57(1) of the FIFA Statutes (May 2021 edition):

"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 receipt of the decision in question".

72. The Sole Arbitrator notes that the FIFA DRC rendered the Appealed Decision on 1 July 2021 and that the grounds of the Appealed Decision were notified to the Parties by email on 17 August 2021. The Appellant filed its Statement of Appeal on 7 September 2021, i.e. within the deadline of 21 days set in the FIFA Statutes. On 9 September 2021, upon the CAS Court Office's invitation to complete the appeal, and within the deadline granted to do so, the Appellant filed an updated Statement of Appeal. On the basis that the Appellant filed its appeal within the 21-day deadline and completed its appeal within the deadline granted to that

effect, pursuant to Article R48 of the Code, the Sole Arbitrator is satisfied that the present appeal was filed in time and is admissible.

VIII. APPLICABLE LAW

73. 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.

74. Article 56 of the FIFA Statutes (May 2021 edition) provides that:

"1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.

2. 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".

75. The Appellant has not specified the law applicable to the proceedings.

76. The Respondent relies on Article 57(2) of the FIFA Statutes and states that *"the CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law"*. The Sole Arbitrator notes that Article 57(2) to which the Respondent refers, is a former version of Article 56(2) of the FIFA Statutes (May 2021 edition) in force at the time of these proceedings.

77. Taking into account the above and in the absence of an agreed choice of law by the Parties for the rules to be applied, pursuant to Article R58 of the Code, the Sole Arbitrator holds that the present dispute shall be decided principally according to the FIFA RSTP (October 2020 edition), with Swiss law applying subsidiarily.

IX. PRELIMINARY ISSUES

78. As another procedural issue, on 6 December 2021, the Appellant and Respondent notified the CAS Court Office of their witnesses and attendees at the hearing.

79. The Appellant informed the CAS Court Office that four witnesses would be attending to provide oral evidence: Mr Pratham Basu, Mr Srenik Sett, Mr Arjit Sett and Mr Subhash Jajoo.

80. The Respondent notified that one witness would be attending, namely the Player's Agent, Mr Ehsan Yazdani Alandani.

81. On 8 December 2021, the Respondent raised an objection to the Appellant's witnesses attending the hearing and providing evidence. The Respondent requested that the Sole Arbitrator exclude all witnesses introduced by the Appellant on the basis that:

- The Appellant had not submitted the names of the witnesses or a brief summary of their expected testimony in its Appeal Brief, in other letters or in any witness statement.

- Articles R44 and R51 of the Code specified the need for the timely introduction of witnesses and presentation of witness statements.

- The Respondent had complied with the Code and specified its witness' name and provided a full witness statement in its Answer.

- The Appellant's request for its witnesses to attend was contrary to the Code, CAS jurisprudence and Swiss Federal Tribunal decisions.

82. On 14 December 2021, the Appellant provided a reply to the Respondent's objection, submitting as follows:

- Each of its witnesses were *"material to the matter at hand and will have an important bearing on the oral hearing scheduled for 21 December 2021"*.

- The Club acknowledged that its written submissions had not included its witnesses' and a summary of their expected testimony, and requested that the Sole Arbitrator permit the evidence for the reasons provided in their summaries and the *"exceptional nature of this case involving a fraudulent contract being relied on by the Player"*.

- The main purpose of the witnesses' oral evidence would be to provide the arbitrator with an insight into the realities of how the Club managed its process of signing and transferring foreign players to support the Club's allegation that the Player's claims were fraudulent and to *"prevent a subversion of justice"*.

83. In its letter, the Appellant provided the following witness summaries:

- Mr Pratham Basu was the Head of Operations at the Club between October 2020 and May 2021 and was involved in the Club's transfers, conducting negotiations with players and agents, and the Club's strategy in relation to its team. Mr Basu would provide evidence on the recruitment process normally undertaken by the Club and the fact there was no proper contract between the Club and the Player. As Mr Basu was no longer employed by the Club, the Club was unsure of whether he would have received permission from his current employer to attend the hearing and accordingly his evidence was not included in the appeal. The Club considered that his independent status and current employment with another football club in the same league would add to the credibility of his evidence.

- Mr Srenik Sett was an advisor to the Club and Mr Subhash Jajoo was the Club's Deputy General Manager, Finance in the Club's parent company, Shree Cement Limited. Both witnesses played an active role in Shree Cement Limited's takeover of the Club and would

provide information on the list of players and their respective contracts which were handed to Shree Cement Limited by the Club's former owners. The Club submitted that the argument that no contract existed between the Player and the Club had been raised in its Appeal Brief, that their approval was required to incur expenditure on the Player's wages and that no final decision had been taken by the Club in relation to the Player's contract.

- The Club had no objection to withdrawing Mr Aijit Sett, the Club's Vice President of Marketing, from the list of witnesses, although if the Sole Arbitrator were to permit him to attend, his evidence would corroborate that of Mr Sett and Mr Jajoo.

84. The Sole Arbitrator notes that the relevant procedural rules for consideration of the Respondent's application to exclude the Appellant's oral testimony are those outlined in Articles R51 and R56 of the Code.

85. Article R51 of the Code provides that:

"Within ten days following the expiry of the time limit for the appeal, the Appellant shall file with the CAS Court Office a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specification of other evidence upon which it intends to rely. Alternatively, the Appellant shall inform the CAS Court Office in writing within the same time limit that the statement of appeal shall be considered as the appeal brief. The appeal shall be deemed to have been withdrawn if the Appellant fails to meet such time limit.

In its written submissions, the Appellant shall specify the name(s) of any witnesses, including a brief summary of their expected testimony, and the name(s) of any experts, stating their area of expertise, it intends to call and state any other evidentiary measure which it requests. The witness statements, if any, shall be filed together with the appeal brief, unless the President of the Panel decides otherwise".

86. Article R56 of the Code states that:

"Unless the parties agree otherwise or the President of the Panel orders otherwise on the basis of exceptional circumstances, the parties shall not be authorized to supplement or amend their requests or their argument, to produce new exhibits, or to specify further evidence on which they intend to rely after the submission of the appeal brief and of the answer".

87. The Sole Arbitrator observes that there is no mention at all of the Appellant's witnesses in the Appeal Brief. She also notes the Appellant's acknowledgement that it did not provide the names of its witnesses or a summary of their expected testimony in its Appeal Brief submission. The Sole Arbitrator finds that the Appellant did not comply with the requirements of R51(2) of the Code insofar as it did not specify the names of any witnesses or include a brief summary of their expected testimony or include any witness statements when it filed its Appeal Brief.

88. The Sole Arbitrator is mindful that the CAS Court Office informed the Parties on 9 November 2021 that unless the Parties agreed or the Sole Arbitrator orders otherwise on the basis of exceptional circumstances, Article R56 of the Code applied, and *"the Parties shall not be*

authorized to supplement or amend their requests or their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely, after submission of the Appeal Brief and of the Answer".

89. Since the Respondent objects to the Appellant's witnesses, it falls on the Sole Arbitrator to consider whether there are *exceptional circumstances* which permit the Appellant to supplement the information provided in the Appeal Brief with oral evidence from Mr Pratham Basu, Mr Srenik Sett, Mr Arjit Sett and Mr Subhash Jajoo.

90. The Sole Arbitrator observes that in its letter of 14 December 2021, the Appellant provided no reason for why the names of Mr Sett or Mr Jajoo or their evidence were not included, at least in summary form, with the filing of the Appeal Brief. She notes the Appellant's submission that Mr Basu's availability for a hearing was unclear because he no longer works for the Club. The Sole Arbitrator considers, however, that the Club could have indicated an intention to call Mr Basu subject to his availability, and that it could have provided a summary of all witnesses' evidence in its Appeal Brief, or provided full witness statements.

91. While the Sole Arbitrator appreciates the relevance and importance of the oral testimony for the Appellant to put its case, particularly in relation to establishing an allegation of fraud, that importance needs to be balanced against the Respondent's procedural rights. The timely production of witness evidence is required under the Code to enable an opposing party to prepare fully for a hearing. The Sole Arbitrator is mindful that permitting the witness evidence would provide the Respondent with only three working days to prepare cross examination for up to four witnesses. She also notes the Respondent's compliance with the Code rules.

92. The Sole Arbitrator finds that there are no exceptional circumstances which permit the Appellant to supplement the information provided in the Appeal Brief with oral evidence from Mr Pratham Basu, Mr Srenik Sett, Mr Arjit Sett and Mr Subhash Jajoo. Accordingly, the Sole Arbitrator finds that the Appellant's witnesses' evidence is inadmissible, and determines that it is excluded from the hearing on 21 December 2021.

93. The Sole Arbitrator's decision was notified to the Parties on 16 December 2021.

X. MERITS

94. On the basis of the Parties' written and oral submissions, the Sole Arbitrator considers that there are two issues for determination, namely: whether a valid employment contract existed between the Parties; and if so, whether it was validly terminated for just cause on 14 November 2020.

95. In dealing with each of these issues, the Sole Arbitrator bears in mind that the appeal is conducted by way of a *de novo* review and that:

"[I]n 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 (see also article 8 of the Swiss Civil Code, ATF 123 III 60, ATF 130 III 417). 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 2009/A/1810 & 1811, para 18; and CAS 2020/A/6796, para 98).

96. Article 8 of the Swiss Civil Code provides that:

"Unless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact".

97. Accordingly, in relation to the claim that the signature of the Club is a forgery, the Appellant needs to establish the truth of the facts on which its claim is legally based.

A. Is the Employment Contract Valid?

98. The Appellant's primary submission is that it disputes the validity of the Employment Contract. It states that there is no validly executed Employment Contract between the Player and the Club. It relies on events before and after the Contract was allegedly formed to support its position, namely: the fact that as at 19 March 2020, there was no Club signature on the Contract, and a signature did not appear until a signed copy was sent to the Player's Agent on 9 October 2020; it was forwarded to the Player's Agent after the Club ownership had changed by someone who was no longer a representative of the Club; it was not executed by the new Club management and it was not in the contract format that the new management used (all existing players having been required to sign new contracts after the Club ownership changed); no announcement was made of the Player's signing on the Club's official social media; a news article dated 6 April 2020 reported the Player as denying that an agreement had been reached with the Club; and the Contract was not in the list of contracts provided by the Club's former management to the new management. Additionally, there was no evidence that the Player's Agent followed up the Contract after 19 March 2020, which suggested that the Player knew that a Contract had not been agreed, and no ITC had been requested. Accordingly, the Appellant argues that there was no acceptance of the Contract terms, and no valid contract.

99. The Respondent submits that there was a valid contract as of 19 March 2020 when the Player returned a signed copy of the Contract by email to the Club. There had been a period of negotiations between the Parties, which commenced in person in India in August 2019 and continued remotely through WhatsApp video calls when the Agent returned to Iran. A draft Contract was emailed to the Player's Agent on 13 March 2020. After further negotiations, a final version of the Contract was sent by email to the Player, which he signed and returned to the Club by email on 19 March 2020. The Player's Agent followed up the matter after 19 March 2020, without successfully contacting the Club's representatives, before a copy of the Contract signed by the Club was sent to the Agent on 9 October 2020 on WhatsApp. The absence of internal notification of the Contract from the Club's former management to its current management did not affect the validity of the Contract. The fact that the Club failed to request an ITC does not affect the Contract's validity. Finally, a media report dated 5 April 2020 confirmed the Club had signed the Player.

100. The Player's Agent, Mr Yazdani, attended the hearing and gave evidence that he had gone to India to attend the Club's 100th anniversary celebration and while there, he found that the Club was looking for players, and he suggested the Respondent. During his evidence, Mr Yazdani confirmed that he entered negotiations with the Club which continued when he returned to Iran through WhatsApp videocalls. He stated that on 13 March 2020 he received an email from Mr Sachin Dhondge which included a draft version of the Employment Contract and that on 18 March 2020 he received a final version of the Contract. Mr Yazdani stated that he printed it out, gave it to the Player to sign and then scanned and returned the Employment Contract by email on 19 March 2020. Mr Yazdani confirmed that he pursued a representative of the Club for a signed copy of the Contract and received a signed version on 9 October 2020. He also stated that before he received the signed and sealed version of the Contract, Mr Pratham contacted him and introduced himself as a new representative of the Club, and asked Mr Yazdani to send a copy of the Contract to him. Mr Yazdani confirmed to him that he did not have a copy of the Contract signed by the Club.

101. Under cross-examination, Mr Yazdani confirmed that he had a signed and sealed copy of the Contract on 9 October 2020 and before that time he had a copy of the Contract signed by the Player only. He confirmed that he followed up with the Club before 9 October 2020, but did not receive a reply. Because of the pandemic, the country was closed and he waited for the signed Contract to be returned. He also stated that he was never officially informed that the Club management had changed. Mr Yazdani confirmed that he was not involved in the Player's transfer to another club, that his mandate was in relation to the Player's move to the Club only and that he was no longer the Player's agent. In response to the Sole Arbitrator's questions, Mr Yazdani confirmed that the date on the Contract of 11 March 2020 was the date of the first draft. He confirmed also that he did not hear anything of the Club's new management officially from the Club, but heard about it from other news sources. Mr Yazdani did not remember the date that the Player was expected to start at the Club because events had happened almost two years ago.

102. It is not uncommon for negotiations for a football player's contract to be conducted through video calls on WhatsApp and email, and for the parties to execute a contract remotely, particularly when they are based in different countries. Whether a contract has been agreed must be determined objectively on the impression given by the parties' words and actions. According to CAS 2017/A/5339, para 87:

"In order to establish whether a contract has been entered into, who the parties to the contract are and what the exact scope of the contractual relationship is, the judge must interpret the parties' declarations of intent. At first, he must seek to discover the true and mutually agreed upon intention of the parties, if necessary empirically, on the basis of circumstantial evidence (Decision of the Swiss Federal Tribunal, 4A_155/2017, 12 October 2017, consid. 2.3; ATF 132 III 268 consid. 2.3.2, 131 III 606 consid. 4.1). To be taken into account are the content of the statements made – whether they are written or oral - and also the general context; i.e. all the circumstances, which could give an indication as to the real intention of the parties. Also relevant are the statements made prior to the conclusion of the contract as well as the subsequent events and conduct of the parties (ATF 118 II 365 consid. 1, 112 II 337 consid. 4a). The judge must assess the situation according to his general experience of life (ATF 118 II 365 consid. 1 and references).

When the mutually agreed real intention of the parties cannot be established, the contract must be interpreted according to the requirements of good faith (ATF 129 III 664; 128 III 419 consid. 2.2 p. 422). The judge has to seek to determine how a declaration or an external manifestation by a party could have been reasonably understood depending on the individual circumstances of the case (ATF 129 III 118 consid. 2.5 p. 122; 128 III 419 consid. 2.2 p. 422). The requirements of good faith tend to give the preference to a more objective approach. The emphasis is not so much on what a party may have meant but on how a reasonable man would have understood its declaration (ATF 129 III 118 consid. 2.5 p. 122; 128 III 419 consid. 2.2 p. 422). The relevant circumstances in this respect are only those which preceded or accompanied the declaration of intent and not the subsequent events (Decision of the Swiss Federal Tribunal, 4A_155/2017, 12 October 2017, consid. 2.3; and references)".

103. There are no clauses in the Contract which assist with determining when the Contract, executed remotely, had been effectively agreed. Clause 26 simply required the Contract to be executed in duplicate. The Sole Arbitrator notes that the Player's Agent returned two copies of the final version of the Contract signed by the Player: one copy to Mr D'Cunha by email at 14:24 on 19 March 2020; and a second copy by email to Mr Dhondge at 14:25 on 19 March 2020. Mr D'Cunha and Mr Dhondge were the two club representatives with whom Mr Yazdani had been negotiating the Employment Contract.

104. The Sole Arbitrator notes that there was a period of negotiation between the Parties that commenced in person in August 2019 and continued remotely when Mr Yazdani returned to Iran. She notes that the Contract appears to have been drafted by the Club, and offered to the Player by email on 18 March 2020. The terms were then accepted by the Player and returned to the Club. The Club did not indicate to the Player that its view had changed regarding the employment arrangement upon receipt of the Contract. It was much later in October 2020, when the Club's new management informed the Agent on WhatsApp, *"Plz look for another club for Omid. He is not part of our plan"*.

105. The Sole Arbitrator considers that in the absence of a contract term specifying when the Contract came into effect, there was an agreement formed between the Parties when the Player confirmed his acceptance of the Contract terms and returned two copies of the signed Contract to the Club on 19 March 2020. Although, the precise date on which the Club subsequently signed the Contract is unknown, a signed copy, with the Club's seal, was eventually provided to the Player on 9 October 2020.

106. The Sole Arbitrator considers that: the media reports; the failure to request an ITC and register the transfer in the FIFA TMS; and the delay with providing a copy of the signed Contract to the Club, all of which occurred after 19 March 2020, does not affect the conclusion in this case that there was a mutually agreed intention to enter an employment arrangement and that a contract was formed on 19 March 2020. The Sole Arbitrator bears in mind the unreliability of the conflicting media reports. Furthermore, CAS jurisprudence establishes that the completion of regulatory administrative formalities - such as the issue of an ITC and the related entry of documents into the TMS - is not a prerequisite for, and does not affect, the validity of an employment contract (CAS 2019/A/6463 and CAS 2019/A/6464, para 128). She also accepts Mr Yazdani's evidence that during the period in question, namely, 19 March 2020 to 9 October 2020, restrictions to contain and limit the spread of the COVID-19

pandemic were affecting countries. She notes also that the Club's ownership changed during that period. These factors may have affected the timely return of a signed and sealed copy of the Contract to the Player's Agent.

107. The Sole Arbitrator observes that the Appellant disputes the authenticity of the Club's signature on the Contract. No expert evidence was adduced regarding the authenticity of the signature. Mr Yazdani confirmed in oral evidence that he did not know who signed the contract on the Club's behalf. In oral submissions, the Club's legal counsel indicated that the Club was not sure as to whom the signature belonged. Counsel also confirmed that the person who provided the signed copy to Mr Yazdani was not a representative of the Club at the time he sent it through WhatsApp on 9 October 2020.

108. Bearing in mind Article 8 of the Swiss Civil Code and the well-established CAS jurisprudence on burden of proof referred to above in paragraphs 95 and 96, the Sole Arbitrator notes that it is for the party alleging that the signature is a forgery to request an expert opinion to verify authenticity or initiate proceedings before competent penal authorities. The burden falls on the Appellant to demonstrate that the signature is a forgery and it has not submitted expert evidence regarding the authenticity of the signature or initiated proceedings before competent penal authorities. Accordingly the Sole Arbitrator must presume the authenticity of the signature (CAS 2017/A/5092, para 67).

109. The Sole Arbitrator notes that the FIFA RSTP do not expressly specify the form of a valid employment contract. The Sole Arbitrator observes, however, the FIFA circular 1171 of 24 November 2008 which sets out the minimum requirements for a contract, CAS jurisprudence and Swiss Law also emphasise the requirements of a valid employment contract. According to Article 320 of the Swiss Code of Obligations:

"1. Unless otherwise provided for by law, an individual employment contract requires no special form in order to be valid.

2. An employment agreement is deemed to have been concluded if someone accepts a person's work for a certain period of time and under the given circumstances, such work would normally be done for remuneration".

110. Furthermore, the Sole Arbitrator notes also that according to Article 1(1) and Article 2(1) of the Swiss Code of Obligations (SCO), an agreement is concluded only if the parties have, reciprocally and by mutual assent, expressed their common intent on all essential points. If an employment contract includes, *inter alia*, (i) a date, (ii) the names of the parties, (iii) the duration of the agreement, (iv) the position of the employee, (v) the remuneration components to be paid, and (vi) the signatures of the parties, it contains all *essentialia negotii* to be considered a valid and binding agreement between the parties (see, for example, CAS 2017/A/5164, paras 128 – 130).

111. The Contract: is dated 11 March 2020; includes the names of the Parties; states the duration in clause 1 as *"2020-21, 2021-22"* and *"as per the football season"*; confirms that the Player is appointed to play football; identifies the remuneration to be paid in clause 2; and contains the

signatures of the Parties, which in the absence of evidence to the contrary are presumed to be authentic.

112. Accordingly, the Sole Arbitrator finds that the Contract contains all *essentialia negotii* and is a valid and binding agreement.

B. Was the Employment Contract Terminated Validly?

113. In view of the Sole Arbitrator's finding that a valid agreement existed between the Parties, the issue is whether the contract was terminated validly.

114. The Appellant has not offered any submissions on this point, since in its view no valid contract came into existence.

115. The Respondent submits that the Club did not fulfil its obligations under the Contract, including to secure the ITC, make travel arrangements for the Player, provide insurance or pay his salary. The Respondent further submits that by letter dated 29 October 2020, he put the Club on notice that it had failed to pay his salary, and provided the Club with 15 days in order to *"fulfil all of its obligation and overdue payments"*, failing which the Player would unilaterally terminate the Contract with just cause. When the Club failed to pay the salary, the Player unilaterally terminated the Contract on 14 November 2020, confirming the termination to the Club in a letter sent on the same date.

116. Clause 26 of the Contract states that, *"If the Club fails to pay two months salary consecutively then the player has rights to deactivate the contract"* (sic).

117. Th Sole Arbitrator notes also that Article 14bis of the FIFA RSTP provides:

> *"1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.…"*

118. In the absence of evidence to the contrary, the Sole Arbitrator is persuaded that the Club failed to pay two months' salary consecutively. The Player put the Club on notice of the default and provided it with the opportunity to make the payments. The Club did not take steps to remedy the default. Accordingly, the Sole Arbitrator finds that the Player validly terminated his Contract for just cause in accordance with the terms of the Contract on 14 November 2020.

119. As a consequence, the Player is entitled to the outstanding remuneration and compensation for breach of contract. The Sole Arbitrator notes that the Player has not challenged the amount that the DRC directed the Club to pay. Accordingly, for the reasons set out above, the Sole Arbitrator finds that the appeal filed by the Club shall be rejected entirely and the Appealed Decision shall be confirmed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by SC East Bengal Football Club on 7 September 2021 is dismissed.

2. The decision rendered by the Dispute Resolution Chamber of the *Fédération Internationale de Football Association (FIFA)* on 1 July 2021 is confirmed.

3. (…).

4. (…).

5. All other motions or prayers for relief are dismissed.