



Arbitration CAS 2022/A/9145 Wydad Athletic Club v. Saimon Happygod Msuva, award of 1 October 2024

Panel: Mr Alexander McLin (Switzerland), Sole Arbitrator

Football

Termination of the employment contract with just cause by the player

Duties of a player when signing a contract

Applicable law

Method for calculating and paying a bonus

Interpretation of contracts

Non-payment of bonuses as just cause for termination of contract

Check as an instrument of payment

Burden of proof

Ne ultra petita

Mitigated and additional compensations

1. Any player who signs a professional football contract remains responsible to be diligent and to understand what he signs. The fact that the language of the contract is not understood should not excuse the player who nevertheless understands that he is signing a legal document. It should rather constitute a warning for the player to seek assistance from a third party.
2. As per Article R58 of the CAS Code, if the applicable regulation itself contains a provision intended to determine the applicable law, the combination of Article 187 of the Swiss Private International Law Act, Article R58 of the CAS Code and the given regulation leads to the application in priority of the applicable regulation as well as to the complementary (subsidiary or additional) law it designates for any issue addressed by these regulations.
3. Annex G of the Regulations on the Status and Transfer of Players of the Royal Moroccan Football Federation (FRMF RSTP) does not impose mandatory regulations from which parties cannot derogate. Thus, nothing in Annex G of the FRMF RSTP indicates that the parties could not agree on different methods for calculating and paying a performance bonus such as a “*prime de rendement*”. On the contrary, such Annex G expressly reserves the right of the parties to agree on this point.
4. In accordance with Article 18 para. 1 of the Swiss Code of Obligations, when assessing the form and terms of a contract, one must first seek to ascertain the real and common intention of the parties (subjective interpretation), if necessary empirically, on the basis of clues. Clues include not only the content of declarations of intent – whether written or oral – but also the general context, *i.e.* all the circumstances which make it possible

to discover the real intent of the parties, which can be statements made prior to the conclusion of the contract or facts subsequent to the conclusion of the contract, in particular the subsequent conduct of the parties which confirm the conception of the parties themselves.

5. Non-payment of remuneration by the employer, in particular if repeated, constitutes just cause for the termination of the employment contract, the obligation to pay being the employer's main obligation to the employee. The same applies in the event of non-payment of a significant part of the employee's remuneration. Bonuses and premiums, the payment of which is not discretionary, are considered to be elements of salary.
6. When the agreed method of payment is a check, the debtor is not discharged of its payment obligation until the creditor is credited, for instance at the time of payment at the bank counter. In this respect and more generally, a payment (for instance by check) is effective from the moment when the creditor actually has the amount and can benefit from it. The effective execution of a debt payment is necessary for it to be deemed as completed. While it is clear that it is the sole responsibility of the recipient of the check to cash it out at the appropriate financial institution, a failure to do so, for whatever reason, cannot be used as an assumption that the payment has been made.
7. In the context of arbitration proceedings before the CAS, each party must, unless otherwise required by law, prove the facts it alleges in order to enjoy the corresponding right. In other words, the burden of proof lies with the party invoking a right deriving from a fact that it alleges (see Article 8 of the Swiss Civil Code). It is not sufficient simply to assert a state of affairs for the arbitral tribunal to accept it as true.
8. A party may not be awarded anything more than or different from what it has requested, nor less than what the opposing party has acknowledged.
9. By virtue of a player's duty to reduce his damages, in case the player terminates his employment contract with a club with just cause, the remuneration of the player due with new clubs during the remaining contractual term of the employment contract should be deducted from the amount the player would have earned with the club, had the club properly performed the employment contract. If the termination resulted from unpaid salary, the player is owed an additional three months of salary, through the direct, automatic application of Article 17 para. 1 (ii) of the FIFA RSTP.

I. PARTIES

1. Wydad Athletic Club (the "Club" or the "Appellant") is a professional football club with its registered office in Casablanca, Morocco. The Club is affiliated to the Royal Moroccan Football Federation (the "FRMF"), which in turn is affiliated to the Fédération Internationale de Football Association ("FIFA").

2. Saimon Happygod Msuva (the “Player” or the “Respondent”) is a professional football player born in Dar es Salam, Tanzania, on 2 October 1993, who currently plays for the club Al-Najma, in Tanzania.
3. The Club and the Player are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts and allegations based on the Parties’ oral and written submissions on the file and relevant documentation produced in these proceedings. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain its reasoning.
5. On 10 November 2020, the Player signed a contract (the “English Contract”), valid for four sporting seasons from 2020/2021 until 2023/2024 and entering into force *“upon signature by the parties and after release of the player from his home club”*.
6. According to Article 2 of the English Contract, the Club should pay the following remuneration to the Player:

“The WAC club commits to offer a 4-year contract in accordance with the standard FRMF contract, the remuneration of which is as follows:

- *Sport season 2020/2021: **Package:** MAD equivalent of 250.000 Dollars (**Monthly salary:** 2.500,00 Dollars + **Signing fee:** 110.000,00 Dollars payable on signing of the contract + 60.000,00 Dollars payable no later than April 31st 2021 + 60.000,00 Dollars payable no later than July 31st 2021).*
- *Sport season 2021/2022: **Package:** MAD equivalent of 300.000 Dollars (**Monthly salary:** 3.000,00 Dollars + **Signing fee:** 132.000,00 Dollars payable no later than November 31st 2021 + **Performance Bonus:** the club shall pay the player the amount of 132.000 dollars, should the player participate, for one minute or more, in 50 percent of all official games. This payment shall be made within 30 days of the final game of the season.)*
- *Sport season 2022/2023: **Package:** MAD equivalent of 300.000 Dollars (**Monthly salary:** 3.000,00 Dollars + **Signing fee:** 132.000,00 Dollars payable no later than November 31st 2022 + **Performance Bonus:** the club shall pay the player the amount of 132.000 dollars, should the player participate, for one minute or more, in 50 percent of all official games. This payment shall be made within 30 days of the final game of the season.)*
- *Sport season 2023/2024: **Package:** MAD equivalent of 300.000 Dollars (**Monthly salary:** 3.000,00 Dollars + **Signing fee:** 132.000,00 Dollars payable no later than November 31st 2023 + **Performance Bonus:** the club shall pay the player the amount of 132.000 dollars, should the*

- *The match bonus: the amount is fixed by the bonus scale established by the club*".

- ### *“5.1 Rémunération du joueur*

A. Primes et Salaires Mensuels:

- **Saison Sportive 2020/2021:** Une prime de signature de l'équivalent en Dirhams de **220.000,00 USD (Deux Cent Vingt Mille Dollars)** payable en trois tranches (1^{ère} tranche en Début de saison sportive l'équivalent en Dirhams de **100.000,00 USD**, 2^{ème} tranche l'équivalent en Dirhams de **60.000,00 USD** en Fin Avril 2021, 3^{ème} tranche l'équivalent en Dirhams de **60.000,00 USD** à la Fin de toutes les compétitions de la saison sportive 2020/2021) & un salaire mensuel fixe de l'équivalent en Dirhams de **2 500,00 USD (Deux Mille Cinq Cent Dollars)**.
- **Pour la saison sportive 2021/2022:** Une prime de rendement de l'équivalent en Dirhams de **264.000,00 USD (Deux Cent Soixante Quatre Mille Dollars)** payable en trois tranches (1^{ère} tranche en Début de saison sportive, 2^{ème} tranche Fin Avril 2022, 3^{ème} tranche Fin de toutes les compétitions de la saison sportive 2021/2022) & un salaire mensuel fixe de l'équivalent en Dirhams de **3 000,00 USD (Trois Mille Dollars)**.
- **Pour la saison sportive 2022/2023:** Une prime de rendement de l'équivalent en Dirhams de **264.000,00 USD (Deux Cent Soixante Quatre Mille Dollars)** payable en trois tranches (1^{ère} tranche en Début de saison sportive, 2^{ème} tranche Fin Avril 2023, 3^{ème} tranche Fin de toutes les compétitions de la saison sportive 2022/2023). & un salaire mensuel fixe de l'équivalent en Dirhams de **3 000,00 USD (Trois Mille Dollars)**.
- **Pour la saison sportive 2023/2024:** Une prime de rendement de l'équivalent en Dirhams de **264.000,00 USD (Deux Cent Soixante Quatre Mille Dollars)** payable en trois tranches

(1^{ère} tranche en Début de saison sportive, 2^{ème} tranche Fin Avril 2024, 3^{ème} tranche Fin de toutes les compétitions de la saison sportive 2023/2024).
Et un salaire mensuel fixe de l'équivalent en Dirhams de **3 000,00 USD (Trois Mille Dollars)**.

- Et lui payer une prime (dite prime de match) en fonction de sa participation et des résultats obtenus dans les rencontres entrant dans le cadre du championnat national et des éliminations de la coupe du trône et ce conformément au barème établie [sic] par le club pour la saison sportive.

B. Avantage:

- **Deux Billets du Maroc vers Le pays d'origine du Joueur**".

10. Article 1 of the French Contract stipulates that:

"Le présent contrat d'engagement à durée déterminée, conclu entre le club et le joueur, est régi par les dispositions de:

- *La législation en vigueur au Maroc sur les sportifs professionnels;*
- *Les dispositions des Règlements Généraux de la Fédération Royale Marocaine de Football et en particulier, le Statut du joueur et du transfert de la FRMF.*
- *Les règlements de la FIFA*".

11. Article 6 of the French Contract provides *inter alia* that:

"Le joueur reconnaît avoir pris connaissance et s'engage à respecter scrupuleusement les dispositions:

- *Du présent contrat;*
- *Du règlement intérieur du club;*
- *Du barème des primes du club;*
- *Du barème des sanctions du club;*
- *Des statuts et règlements de la Fédération Royale Marocaine de Football;*
- *Du statut du joueur et du transfert de la FRMF*".

12. According to Article 7 of the French Contract, the termination of the contract by a party should be made in accordance with FIFA's Regulations on the Status and Transfer of Players (the "FIFA RSTP").

13. Article 12 of the French Contract reads as follows:

“En cas de contestation et/ou de litige né de l’exécution et/ou de l’interprétation des clauses du présent contrat, les parties sont tenues de recourir en priorité à tous les moyens et procédures en vue d’un règlement amiable du litige.

En cas d’échec, le différent est soumis par l’une ou l’autre partie, à la chambre de résolution des litiges de la Fédération Royale Marocaine de Football

La décision rendue en dernier ressort par les instances de la FRMR est susceptible de recours devant le TAS (LAUSANNE)”.

14. On 27 October 2021, the Player indicated to the Club that the total amount received to date corresponded to USD 86,000, while the total amount due corresponded to USD 230,000. The Player put therefore on notice the Club to pay him the due amount of USD 144,000.
15. On 8 December 2021, making reference to the English Contract, the Player indicated to the Club that the sum of USD 144,000 was still outstanding for the 2020/2021 sporting season, while an amount of USD 132,000 was due on 31 November 2021 as signing fee for the sporting season 2021/2022. The Player therefore put the Club on notice to pay him the total due amount of USD 276,000.
16. On 16 December 2021, the Club disputed the amounts claimed by the Player stating that Article 5 of the French Contract did not refer to a signing fee but to a performance bonus, subject to conditions. In its letter, the Club indicated that the Player received all due amounts.
17. On 20 December 2021, the Player indicated to the Club that Article 5 of the French Contract was clear, referred to an unconditional fee and that the Club was put on notice to pay the due amounts within two days.
18. On 23 December 2021, the Player sent a letter to the Club to terminate the employment contract *“for just cause, being the Club’s failure to pay him monies due for a period of time exceeding two months”*. In its letter, the Player alleged the following:

“Following termination for just cause, due to outstanding salaries (in accordance with clause 14bis of FIFA’s Regulations on the Status and Transfer of Players January 2021 edition), the amount now due from the Club to Mr Msuva is as follows:

- *The sum of \$56,000 being the outstanding signing fee from season 2020/ 21 which was due on 8 November 2020;*
- *The sum of \$60,000 being the outstanding signing fee from season 2020/ 21 which was due on 30 April 2021;*
- *The sum of \$28,000 being the outstanding signing fee from season 2020/ 21 which was due on 31 July 2021;*
- *The sum of \$132,000 being the outstanding signing fee from season 2021/ 22 which was due on 30 November 2021;*

- *The sum of \$132,000 being the performance bonus from season 2021/22 that Mr Msuva would have qualified for had he not been forced to terminate the Contract;*
- *The sum of \$21,000 being the remaining monthly salary from season 2021/22 from December 2021 to July 2022;*
- *The sum of \$300,000 being the package from season 2022/23;*
- *The sum of \$300,000 being the package from season 2023/24.*

Interest on the first four sums listed above (charged at 5% per annum) totals \$6,101.87 from their due dates until 23 December 2021.

*This amounts to a principal debt as at 23 December 2021 of \$1,029,000 plus \$6,101.87, totalling **\$1,035,101.87**.*

*Interest will accrue at 5% per annum, which equals a daily rate of interest of **\$141.79**. This should be added to the debt from 23 December 2021 until the date payment is received in full”.*

19. On 27 December 2021, the Club indicated to the Player’s counsel that he received all due salaries and disputed the position of the Player: “[...] *les demandes financières du joueur auquel se réfèrent vos derniers envois demeurent extra contractuelles. Je crains que le joueur vous ait désinformé à ce propos*”. The Club urged the Player to resume his training and perform his professional services for the Club.
20. On the same day, the Player indicated to the Club that his position remained unchanged considering that evidence of payment of the sums due were not provided.

III. PROCEEDINGS BEFORE THE DISPUTE RESOLUTION CHAMBER OF FIFA

21. On 24 January 2022, the Club filed a claim against the Player before FIFA, requesting to be awarded compensation for breach of contract in the total amount of USD 413,034, plus 5% interest p.a., detailed as follows:
 - USD 90,775 corresponding to the residual value of the French Contract (salaries), calculated by the Club as from 24 December 2021 until June 2024;
 - USD 322,259 as loss of income, corresponding to the value of the Player in the market, which the Club is basing on the transfer compensation paid by the Club to the Player’s former Club for the acquisition of the Player’s economic rights, *i.e.* MAD 3,000,000, which the Club is converting into USD 322,259.
 - Subsidiarily, if the Player were to sign a new contract with a third club, the Club requested the compensation for breach of contract to be calculated as the average between the value of the Player’s new contract and the residual value of the French Contract during the overlapping period.

22. On 27 January 2022, the Player filed a claim against the Club before FIFA, requesting to be awarded outstanding remuneration and compensation for breach of contract in the total amount of USD 1,032,000, plus 5% interest p.a. The outstanding amounts owed by the Club corresponded to the unpaid part of the signing fee for the season 2020/2021 (USD 134,000) and the signing fee for the season 2021/2022 (USD 132,000). In addition, the Player requested compensation for breach of contract in a total amount of USD 756,000. With his claim, the Player submitted the English Contract as evidence.
23. The Dispute Resolution Chamber of FIFA (the “FIFA DRC”) treated the Parties’ claims simultaneously. In their respective rejoinders, the Club reiterated its previous arguments and the Player maintained his previous claims and disputed the Club’s claim that the English Contract was invalid.
24. On 7 July 2022, the FIFA DRC issued a decision (the “Appealed Decision”) as follows:
 - “1. *The claim of the Claimant / Counter-Respondent, Wydad Athletic Club, is rejected.*
 2. *The claim of the Respondent / Counter-Claimant, Saimon Happygod Msuva, is partially accepted.*
 3. *The Claimant / Counter-Respondent has to pay to the Respondent / Counter-Claimant the following amount(s):*
 - *USD 107,200 as outstanding remuneration plus 5% interest p.a., calculated as follows:*
 - *On the amount of USD 19,200, as from 1 September 2021 until the date of effective payment;*
 - *On the amount of USD 88,000, as from 11 September 2021 until the date of effective payment.*
 - *USD 800,000 as compensation for breach of contract, plus 5% interest p.a. as from 27 January 2022 until the date of effective payment.*
 4. *Any further claims of the Respondent / Counter-Claimant are rejected.*
 5. *Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*
 6. *Pursuant to art. 24 of the Regulations on the Status and Transfer of Players if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:*
 1. *The Claimant / Counter-Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration the ban shall be of three entire and consecutive registration periods.*

2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*
7. *The consequences **shall only be enforced at the request of the Respondent / Counter-Claimant** in accordance with article 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*
8. *This decision is rendered without costs”.*
25. On 1 August 2022, the Player signed a new employment contract with the football club Al Qadsiah Saudi FC, valid as from the date of signature until 31 May 2023.
26. On 1 September 2022, FIFA notified the grounds of the Appealed Decision to the Parties.
27. On 28 August 2023, the Player signed a new employment contract with the Algerian football club Jeunesse Sportive de Kabylie, valid as from the date of signature until the end of the sporting season 2024/2025, with a monthly remuneration of DA 2,960,000.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

28. On 15 September 2022 by email and on 16 September 2022 via e-Filing, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “CAS Code”), the Club filed a Statement of Appeal at the CAS, challenging the Appealed Decision. The Club indicated French as the language of the arbitration, subsidiarily French and English, requested that the dispute be decided by a sole arbitrator and requested an extension of the time limit to file its Appeal Brief.
29. On 27 September 2022, the CAS Court Office acknowledged receipt of the Statement of Appeal of the Club and transferred a copy to the Player, who was invited to express his position on the Club’s request.
30. On 29 September 2022, the Player indicated to the CAS Court Office that he was opposed to the time extension requested by the Club and that the proceedings should be conducted in English only, considering that the Player did not understand French. The Player also reserved his right to request a panel of three arbitrators.
31. On 3 October 2022, the CAS Court Office informed the Parties that the President of the CAS Appeals Division, or her Deputy, would decide on the Club’s request to extend the time limit to submit its Appeal Brief and on the language of the procedure.
32. On 10 October 2022 and further to the Club’s agreement to proceed in English, the CAS Court Office informed the Parties that, in view of their agreement, the proceedings would be exclusively conducted in English, while exhibits drafted in French could be filed in French without translation.

33. On 13 October 2022, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division decided to partially grant the Club's request regarding the extension of time limit for the filing of the Appeal Brief and invited the Club to submit its Appeal Brief on or before 28 October 2022.
34. On 14 October 2022, the Club requested the CAS Court Office to order the Player to produce a copy of the employment contract he signed with the football club Al Qadsiah Saudi FC on 1 August 2022. In addition, the Club requested the CAS Court Office to suspend the time limit to file its Appeal Brief until the Player has filed the requested contract.
35. On 19 October 2022, the CAS Court Office acknowledged receipt of the employment contract filed by the Player on the same day and invited the Club to confirm whether it maintained its request for the suspension of the time-limit for the filing of its Appeal Brief or whether it withdrew it.
36. On the same day, the Club withdrew its request and filed its Appeal Brief with the CAS Court Office, which was duly notified to the Player on 21 October 2022.
37. On 25 October 2022, the Player informed the CAS Court Office that he agreed to the appointment of a sole arbitrator to hear and decide on the matter and requested to extend the time-limit to file his Answer for ten days, which was later granted.
38. On the same day, the CAS Court Office informed the Parties that the President of the CAS Appeals Arbitration Division or her Deputy would appoint a sole arbitrator.
39. On 18 November 2022, the Player filed his Answer to the Appeal Brief of the Club.
40. On 21 November 2022, the CAS Court Office acknowledged receipt of the Player's Answer and informed the Club that the Answer and the exhibits were available on the CAS platform. The CAS Court Office also invited the Parties to inform whether they preferred a hearing to be held in the matter or for the sole arbitrator to issue an award based solely on the Parties' written submissions.
41. On the same day, the Club informed the CAS Court Office that it considered it was necessary to hold a hearing in the present case.
42. On 23 November 2022, the Player informed the CAS Court Office that he considered it was necessary to hold a hearing in the present case.
43. On 16 December 2022, the CAS Court Office informed the Parties that the Panel appointed to decide the case was constituted with Mr Alexander McLin, Attorney-at-law in Lausanne, Switzerland, as Sole Arbitrator, and that Mr Pierre Turrettini, Attorney-at-law in Geneva, Switzerland, had been appointed as *Ad hoc* Clerk.
44. On 20 December 2022, pursuant to Article R57 of the CAS Code, the CAS Court Office informed the Parties that the Sole Arbitrator decided to hold a hearing in this matter.

45. On 11 January 2023 and after due consultation with the Parties, the CAS Court Office informed them that the hearing would be held on 25 April 2023 by videoconference.
46. On 29 March and 3 April 2023, the Parties returned to the CAS Court Office the Order of Procedure, duly signed.
47. On 25 April 2023 a hearing was held by videoconference. At the hearing, besides the Sole Arbitrator, the *Ad Hoc* Clerk and Ms Pauline Pellaux, Counsel to the CAS, the following persons were present:
 - i. For the Club: Mr Ali Abbes, counsel;
 - ii. For the Player: the Player, Ms Kendrah Potts and Ms Stefania Genesis, counsels, Ms Yasmin Razak, personal assistant, and Ms Ammy Ninje, interpreter.
48. At the outset of the hearing, the Parties confirmed that they had no objections in respect to the appointment of the Sole Arbitrator and that the Sole Arbitrator had jurisdiction over the present dispute. During the hearing, the Parties had the opportunity to present and defend their respective positions and reiterate the arguments already put forward in their respective written submissions.
49. The Player was heard as a party. In substance, he declared the following:
 - He confirmed his declarations on file.
 - He did not understand some words in the French Contract.
 - He understood the words regarding the bonus 2020-2021.
50. Before the hearing was concluded, the Parties expressly stated that they did not have any objection with the procedure adopted by the Sole Arbitrator and that their right to be heard and to be treated equally had been duly respected.
51. On 30 August 2023, the Club informed the CAS Court Office on the discovery of the signature of an employment contract between the Player and Jeunesse Sportive de Kabylie and requested the CAS Court Office to order the Player to submit his new employment contract and then to deduct the new value from any compensation to be decided by the Sole Arbitrator.
52. On 9 October 2023, the Player sent a copy of his employment contract with Jeunesse Sportive de Kabylie, and its amendment agreement, to the CAS Court Office. The Club was invited to submit its observations on these documents by letter of 11 October 2023.
53. On 11 October 2023, referring to the employment contract of the Player received together with its amendment agreement, the Club requested the Sole Arbitrator to:
 - *“Admit the appeal against the decision of DRC rendered on 07 July 2022.*

- Upheld the appeal submitted by **Wydad Athletic Club**.
 - Decide that the termination of the employment contract was made by the player without just cause and condemn the respondent to pay to the appellant a compensation for breach of the contract at a level of USD 413,034 plus 5% per annum from 23 December 2021 until full payment of the amount.
 - Alternatively, reduce the compensation due to the player at the level of Two hundred eighty four thousand two hundred two dollars (USD 284202) after deducting the contractual value of the player's contracts with AL QADSLAH Club and Jeunesse sportive de Kabylie which cover the remaining contractual period of the employment contract with the Wydad Athlétique de Casablanca.
 - Condemn the respondent to pay 5000 CHF as attorney's fee and costs.
 - Condemn the respondent to pay all CAS costs".
54. On 12 October 2023, the CAS Court Office invited the Player to submit his comments on the Club's submissions of 11 October 2023.
55. On 19 October 2023, the Player indicated to the CAS Court Office, among other things, that the amended request for relief of the Club was inadmissible as per Article R56 of the CAS Code.

V. SUBMISSIONS OF THE PARTIES

56. The following outline is a summary of the Parties' arguments and submissions which the Sole Arbitrator considers relevant to decide the present dispute and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, even if no explicit reference has been made in the following summary. The Parties' written and oral submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. The Club's Submissions and Requests for Relief

57. The Club's submissions contained in its Appeal Brief, as well as those made during the hearing may be summarized as follows:
- The Parties have signed one employment contract, the French Contract, ending at the end of season 2023/2024. The English Contract, upon which the Player relies, would not be a valid document and would even have been forged. Article 5 of the French Contract provided for a monthly fixed salary and a variable remuneration. Since the beginning of the sporting season 2021/2022, the Player tried to press the Club to terminate his contract to sign another employment contract in the Gulf region. The formal notice letters sent by the Player for alleged due amounts is contradicted by the signing of a waiver (*décharge*) by the Player confirming that the 2020/2021 signing fee was paid. In addition, the formal notice of 27 October 2021 did not mention the 2021-

2022 bonus but only the signing fee 2020-2021, which proves that the Player was aware that the bonus was due at the end of the season. Considering that the Player refused to train, the Club had no choice but to lodge a claim before FIFA to request compensation of USD 413,034 due to the unilateral termination of the employment contract without just cause.

- The main issue is to determine is whether the bonus of the season 2021/2022 is a signing fee or a “*prime de rendement*” (performance bonus) subject to the FRMF Regulations (“FRMF RSTP”), pursuant to Article 6 of the French Contract.
- The Player has received all amounts of the signing fee due in the season 2020/2021, through different ways:

“- **Bill of exchange:**

* 06/01/2021 N° ELC 7488626 amount: 484.275 (E-9)

* 06/01/2021 N° ELC 7488627 amount: 484.275 (E-10)

* 28 /04/2021 N° ELC 6956989 amount: 200.000 (E-11)

* 28 /04/2021 N° ELC 6856990 amount 200.000 (E-12)

* 03/08/2021 ELC 6856826 amount 284.000 (E-13)

- **Cash:**

*Euro 3000 on 13/01/2021 (E-14)

*MAD 200000 on 26/07/2021 (E-15)

*MAD 112000 on 03/10/2021 (E-16)

*MAD 112000 on October 2021”.

The Player did not prove that the bills of exchange were presented for payment to his bank and the Club cannot be held responsible for this. No bank statements were submitted by the Player to prove that the bills of exchange were returned unpaid for default of provision. Notwithstanding this, the Player signed a clear discharge to the Club that he has received all the amount due as a sign-on fee for the season 2020/2021.

- By signing the French Contract, the Player recognized that the FRMF Regulations applied. In this respect, Annex G of the FRMF RSTP provides that:

“*Les éléments de rémunération d’un joueur professionnel sont:*

- *Le salaire mensuel;*

- *La prime dite « de match »;*
- *La prime dite « de signature »;*
- *La prime dite « de rendement »”.*

Article G-2 defines the “*prime de rendement*” and informs the Player when the performance bonus is due: “[L]orsqu’elle figure contractuellement sur un contrat de joueur, la *prime de rendement* est due en fin de saison au joueur, sous réserve des dispositions de l’alinéa 5 du présent article”. The French Contract has clearly distinguished the signing bonus due during the first season (“*prime de signature*”) from the so-called performance fee scheduled for the following seasons (“*prime de rendement*”). The latter is impossible to calculate before the end of the season, as the exact number of matches played by the Club during the season 2021/2022 and the extent of the Player’s participation in those matches needs to be determined. Therefore, the Player could not claim the *prime de rendement* at the start of the season, needing to wait until the end of the season to claim such amount. Consequently, when the termination was effected by the Player, no bonus was due as *prime de rendement*.

- The Player did not comply with Article 14bis FIFA RSTP and never sent a default notice with the time limit of 15 days but only with a time-limit of 7 days.
- The consequence of the abusive termination by the Player is that he should pay a compensation to the Club in accordance with Article 17, para. 1 of the FIFA RSTP. The first criterion of calculation of the compensation is the “*remuneration due to the player under the existing contract and/or the new contract*”. Accordingly, the residual value of the contract at the moment of termination corresponded to USD 413,034 which is to be considered as a fair compensation for premature breach of the contract. Additionally, the Player is to be sanctioned with a six-month restriction on playing official matches in accordance with Article 17 para. 3 of the FIFA RSTP.
- Should the Sole Arbitrator consider that the termination was made with just cause, a mitigation should be applied in accordance with Article 17 of the FIFA RSTP. The Player has indeed signed a new contract with the Saudi football club Al Qadsiah with a contractual value of USD 300,000. Such amount must be deducted from the compensation amount and, therefore, the Player is only entitled to receive an amount of USD 500,000 as mitigated compensation. The Club later indicated, in its amended requests for relief of 11 October 2023, that the compensation due amounted to USD 284,202 further to the signature of his new employment contract with the Algerian football club Jeunesse Sportive de Kabylie.

58. In its Appeal Brief, the Club submitted the following requests for relief:

“Requests for relief:

The appellant respectfully asks the honorable arbitrator to:

- *Admit the appeal against the decision of DRC rendered on 07 July 2022.*
 - *Upheld the appeal submitted by **Wydad Athletic Club**.*
 - *Decide that the termination of the employment contract was made by the player without just cause and condemn the respondent to pay to the appellant a compensation for breach of the contract at a level of USD 413,034 plus 5% per annum from 23 December 2021 until full payment of the amount.*
- *Alternatively, reduce the compensation due to the player at the level of USD 500000 after deducting the contractual value of the new player's contract with AL QADSLAH Club.*
- *Condemn the respondent to pay 5000 CHF as attorney's fee and costs.*
- *Condemn the respondent to pay all CAS costs".*

59. On 11 October 2023, the Club alleged that, further to the signature of the new employment contract between the Player and the Algerian football club Jeunesse Sportive de Kabylie, one should take into account the amount of USD 215,798 due to the Player under this contract between 28 August 2023 and 30 June 2024. The Club thus amended its requests for relief as follows:

"The appellant respectfully asks the honorable arbitrator to:

- *Admit the appeal against the decision of DRC rendered on 07 July 2022.*
 - *Upheld the appeal submitted by **Wydad Athletic Club**.*
 - *Decide that the termination of the employment contract was made by the player without just cause and condemn the respondent to pay to the appellant a compensation for breach of the contract at a level of USD 413,034 plus 5% per annum from 23 December 2021 until full payment of the amount.*
- *Alternatively, reduce the compensation due to the player at the level of Two hundred eighty four thousand two hundred two dollars (USD 284202) after deducting the contractual value of the player's contracts with AL QADSLAH Club and Jeunesse sportive de Kabylie which cover the remaining contractual period of the employment contract with the Wydad Athlétique de Casablanca.*
- *Condemn the respondent to pay 5000 CHF as attorney's fee and costs.*
- *Condemn the respondent to pay all CAS costs".*

B. The Player's Submissions and Requests for Relief

60. The Player's submissions contained in his Answer, as well as those made during the hearing may be summarized as follows:

- The Player and the Club have concluded an employment contract on 10 November 2020, the English Contract, following negotiations between Mr Paul Mitchell, the Player's agent, and the Club. The latter did not sign the English Contract. During the hearing on 25 April 2023, the Club invoked a new allegation (forgery of the English Contract), which should be disregarded.
- On 26 November 2020, a second employment contract was signed by the Player and the Club, which was the French Contract, in the following circumstances:
 - o On 26 November 2020, the Club's President's Secretary, Mr Maha Qadi El Idrissi, called the Player and said that a driver would be arriving at his hotel to pick him up and take him to the President's house. The Player was then driven to the President's house.
 - o Upon arrival at the President's house, he was met by the President himself, Ms Qadi El Idrissi, Ms Amina Mellouki (another of the President's personal assistants) and two men, who he was told were from the FRMF and who he did not recognise.
 - o The Player was then given a copy of the French Contract to countersign. The Player, who is Tanzanian, does not speak, read or write French. The Player asked what he was signing and was informed by Ms Amina Mellouki that it was a French version of the contract he had already signed, i.e. the English Contract. He was further informed that signing the French Contract was simply a formality so that it could be lodged with the FRMF.
 - o The Club did not provide the Player with an English translation of the French Contract at the time of signing, or at any time thereafter. On 24 February 2022, the Player's, legal representatives, Livida Sport Limited wrote to the Club to request whether the French Contract had been provided to the Player in English, and, if so, whether a copy could be provided. The Player did not receive a copy of the French Contract (in any language) until it was filed in the proceedings before the FIFA DRC.
- Contrary to the representations made by Ms Amina Mellouki, the French Contract was not the same as the English Contract, as it contained many different provisions concerning remuneration (Article 5).
- Regarding the due amounts for the 2020/2021 season, the Club failed to pay the full signing fee (USD 220,000) and paid only USD 86,000 (USD 54,000 in February 2021, USD 22,000 in July 2021 and USD 10,000 in around October 2021), which is evidenced by his Bank of Africa bank statements. The Club did not prove that it paid the remaining amount due. The Player tried to cash the bills of exchange at the bank, but the sums were never received by the Player. Regarding the cash payments: the cash sum of EUR 3,000 given to the Player on 13 January 2021 by the Club's President was to cover the Player's relocation costs when he moved from the hotel into an apartment; the Player received MAD 200,000 on 26 July 2021 by bank transfer (not in cash) and the Player received

MAD 112,000 in cash in October 2021 but did not receive a second cash payment in October 2021 (as alleged by the Club).

- Regarding the confirmation of payments (*décharge*), it must be noted that the Player does not read or speak French and could not take the documents away to obtain advice about what he was signing. His position on the documents is the following:
 - o Document dated 5 February 2021: the Player accepts that he was handed the bills of exchange but notes that the second bill of exchange did not clear the Player's account on its maturity date of 12 May 2021 or at any time thereafter.
 - o Two documents dated 28 April 2021: these state that the Player received the entire signing fee for the 2020/2021 season, plus all match bonuses, and provide that the Player could not make a claim at a later date. The Player had not in fact received the full signing fee for 2020/2021 on 28 April 2021. Further, whilst the document is dated 28 April 2021, at that date, the Club was only contractually required to have paid either USD 160,000 (French Contract) or USD 170,000 (English Contract) by way of the signing fee and it therefore makes no sense that the Club would have paid the full signing fee by 28 April 2021. Additionally, the Player's bank statements demonstrate that the Club continued to make payments of salary and match bonuses after 28 April 2021 and therefore it is clear that the full amount due to the 2021/2022 season had not been paid as of 28 April 2021. Finally, the document provides that the Player had received a signing fee of USD 200,000, while the signing fee was USD 220,000.
 - o Document dated 26 July 2021: this records that the Player confirmed receipt of MAD 200,000 in respect of his signing fee, which the Player accepted he received (although it was paid by way of bank transfer, rather than in cash as alleged by the Club).
 - o Document dated 3 October 2021: this records that the Player confirmed receipt of MAD 112,000 in respect of his signing fee, which the Player accepted he received. There is no "*décharge*" document in respect of the second alleged cash sum given to the Player in October 2021, which the Player denied receiving.
- The Club paid only the monthly salary of the Player during the 2021/2022 season until the termination of the employment contract.
- The Player and his agent approached the Club several times requesting the payment of the remaining USD 56,000 first instalment and then of the second and third instalments of the signing fee for the 2020/2021 season. On 27 October 2021, the Player hand delivered a formal notice letter to request the payment of the sums due for the 2020/2021 season with a 15-day time limit and, because of the lack of answer from the Club, instructed Livida Sport Limited to assist with recovery of the due amounts. The Player

was then forced to terminate the contract on 23 December 2021 in view of the Club's failure to pay him for a period of time exceeding two months.

- In the event the French Contract applies, there would be no dispute that the FIFA Statutes and Regulations apply (and CAS Panels apply Swiss law subsidiarily to interpret and apply the FIFA Statutes). The English Contract does not contain provisions regarding the governing law and therefore the FIFA Regulations and Swiss law apply pursuant to Art. R58 of the CAS Code.
- The Club did not pay the Player the amounts due under the employment contract (according to both the English Contract and the French Contract). The Player was therefore entitled to terminate the employment contract and request the payment of a compensation in accordance with the FIFA RSTP.
- The Player maintains that the English Contract governs the contractual relationship between the Parties for the following reasons:
 - o While the English Contract was not signed by the Club, but only by the Player, it was a binding contract: (i) the English Contract is named "Contract" and sets out the key elements of the contract (duration, key obligations of the parties and remuneration); (ii) the English Contract was drafted by the Club and presented to the Player who accepted the terms when he signed the Contract; and (iii) the Parties immediately started to perform their obligations under the English Contract. The website Transfermarkt indicates that the Player signed for the Club on 10 November 2020 and the English Contract was signed on the same date.
 - o The French Contract was entered into after the binding English Contract. The Player never received a copy of the contract which was one of the conditions of validity as per Article 3 of the French Contract. Further, the Player signed the French Contract based on the confirmation of Ms Amina Mellouki that it was the same as the English Contract. The Player was misled by the false representation of Ms Amina Mellouki, with the consequence that the French Contract is void.
- In any case, the Club breached both the English Contract and the French Contract:
 - o In breach of Article 2 of the English Contract, on 23 December 2021 (when the Player terminated the employment contract), the Club had failed to pay USD 134,000 of the signing fee for the 2020/2021 season (out of USD 220,000) and the signing fee of USD 132,000 for the 2021/2022 season.
 - o In breach of Article 5 of the French Contract, on 23 December 2021, the Club failed to pay USD 134,000 of the signing fee for the 2020/2021 season (out of USD 220,000) and any part of the "*prime de rendement*" for the 2021/2022 season of USD 264,000, of which the first instalment was due.

- The “*prime de rendement*” of USD 264,000 for the 2021/2022 season is not subject to any performance criteria and is a fixed bonus, unlike alleged by the Club. The FIFA DRC found that the “*prime de rendement*” is in fact a fixed bonus and not a performance bonus. First, Article 5 of the French Contract is clear as the “*prime de rendement*” is expressly stated to be payable “*in three instalments*” with the first due at the start of the sporting season, the second by the end of April 2022 and the third at the end of the season. Second, unlike alleged by the Club there is no need to know how many matches the Player has played in or to do a calculation for the “*prime de rendement*”, Article 5 provides that it shall be in the fixed amount of USD 264,000 for the 2021/2022 season. Third, the Club issued a document on 3 October 2021 confirming its agreement to pay the player MAD 112,000 as a “*prime de signature Saison Sportive 2021/2022*”, recognizing that the “*prime de rendement*” was in fact a signing fee, not conditional on any performance criteria.
- The Player was entitled to terminate the employment contract in accordance with Article 14 or 14bis of the FIFA RSTP. The Club indeed failed to make payments due (for greater than two months’ salary) and the Player put the Club on notice of its breaches and gave the Club the opportunity to remedy. Additionally, the Player had just cause to terminate the agreement considering that the sums outstanding at the date of termination were significant, the Club asked the Player to sign “*Décharge Documents*” in a language that he did not understand and the FIFA DRC found that the 28 April 2021 “*Décharge Documents*” did not accurately reflect the payment situation, which lead to a clear breach of trust.
- The Player correctly put the Club on notice that it had failed to make payments.
- The Player claims the following amounts with 5% interest rate:
 - o Under the English Contract, USD 266,000 for the unpaid sums for the 2020/21 and 2021/22 seasons and USD 756,000 for the salary and bonuses that would have been payable during the remainder of the term of the English Contract.
 - o Under the French Contract, USD 222,000 for the unpaid sums for the 2020/21 and 2021/22 seasons and USD 800,000 for the salary and bonuses that would have been payable during the remainder of the term of the French Contract.
 - o Alternatively, a compensation in the amount as determined by the FIFA DRC: USD 107,200 for the unpaid sums for the 2020/2021 and 2021/2022 seasons and USD 800,000 for the future sums due under the French Contract.
 - o Three months’ salary on the basis that the employment contract was terminated for overdue payables, that is to say USD 9,000 in total.
- The Player recognized that, under the contract with Al Qadsiah Saudi FC (from 1 August 2022 to 31 May 2023), he is entitled to receive a monthly salary of USD 27,000 (for 10 months) and a signing fee of USD 30,000, that is to say USD 300,000 in total.

- The Club's request to receive compensation shall be dismissed, considering that the Club did not make payments and therefore the Player was entitled to terminate the employment contract on the basis of Articles 14 and 14bis of the FIFA RSTP.
- The value of the new contracts entered into by the Player following the termination of the French Contract for just cause should not be discounted from the amounts due by the Club to the Player. This would otherwise allow the Club to benefit from this and would excuse its misconduct and breach of contract. At the time of the Appealed Decision, the Player had not entered into a new contract of employment, and therefore the FIFA DRC correctly awarded the Player a sum reflecting the residual value of his contract. It is only since the Appealed Decision that new contracts have been obtained, and therefore the Club may benefit from having pursued an appeal without merit, further delaying payment to the Player, if it is permitted to obtain the "*Mitigated Compensation*" under RTSP Article 17. If so, the Club could pass the risk of non-payment back to the Player. For instance, should the Player not receive his full compensation from his current contract, he would have a claim against his current club, and the Club will have escaped liability despite being no actual reduction of loss for the Player.
- Should the Sole Arbitrator find that Article 17 of the FIFA RSTP does apply, any decision should take into account the fact that the Player has not received the monies due under the latest contracts, and there is a risk that he will not do so. Therefore, he may lose out twice for the same period of time. Given that the Club chose to structure the French Contract by way of a significant signing fee, together with a smaller monthly salary, the Player's entitlement to the signing fee came into effect from the date of signing, while the obligation to pay the fee was spread over the term of the contract. The signing fee element of the French Contract should therefore be removed from the mitigated compensation amount, which should only apply in respect of the monthly salaries.
- Should the Club benefit from mitigated compensation, the Player is entitled to additional compensation of up to six monthly salaries in accordance with Article 17 of the FIFA RSTP. If the signing fee element is removed from the Mitigated Compensation amount, then the Player should be awarded up to six monthly salaries in line with the 2023/24 remuneration clause of the French Contract, up to the value of USD 18,000. In the alternative, if the signing fee element is not removed from the mitigated compensation amount, then the Player should be awarded a sum equal to six months of his total remuneration due under the 2023/24 remuneration clause of the French Contract, up to the value of USD 150,000 calculated as follows: USD 264,000 (2023/24 signing on fee) + USD 36,000 (2023/24 monthly salary x 12) = USD 300,000 (annual value of 2023/24 contract). USD 300,000 / 2 = USD 150,000 (equal to six months of total value of 2023/24 contract).
- The amended requests for relief of the Club are inadmissible as per Article R56 of the CAS Code.

61. In his Answer, the Player submitted the following requests for relief:

“For the reasons set out above the Panel is respectfully invited to:

- a. Dismiss the Club’s appeal and to uphold the Decision ordering the Club to pay compensation to the Player;*
- b. Order the Club to pay the costs of the arbitration;*
- c. Order the Club to pay a contribution to the Player’s legal costs”.*

VI. JURISDICTION

62. Article R47 of the CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with 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”.

63. Article 57(1) of the FIFA Statutes provides that:

“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”.

64. The jurisdiction of the CAS was further not disputed by the Parties and confirmed by the Order of Procedure which was duly signed.

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

VII. ADMISSIBILITY OF THE APPEAL

66. The Sole Arbitrator notes that the FIFA DRC rendered the Appealed Decision on 7 July 2022 and that the Appealed Decision was communicated to the Parties by email on 1 September 2022.

67. Considering that the Club filed its Statement of Appeal on 15 September 2022 by email and on 16 September 2022, *i.e.* within 21-day deadline in Article 57 para. 1 of the FIFA Statutes, the Appeal was filed in a timely manner in view of Articles R31 para. 3 and R49 of the CAS Code. In addition, the Statement of Appeal complied with the requirements of Article R48 of the CAS Code and is therefore admissible.

VIII. APPLICABLE LAW

68. Article R58 of the CAS Code provides the following:

“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”.

69. Article 57 para. 2 of the FIFA Statutes provides 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”.

70. In the present case, the Sole Arbitrator notes that the Parties dispute whether the English Contract or the French Contract is applicable.

71. The Sole Arbitrator further observes that Article 1 of the French Contract provides that Moroccan law on professional athletes, the FRMF regulations, as well as FIFA regulations shall apply, while the English Contract does not deal with the applicable law issue.

72. The Sole Arbitrator shall therefore decide which contract is applicable to determine the applicable law. In this context, the Sole Arbitrator notes the following main elements of the file:

- It is not disputed that the English Contract was signed first (only by the Player, not by the Club) and the French Contract subsequently.
- The English Contract is a one-page document, with only four provisions, while the French Contract is much more detailed and is six pages long.
- The English Contract is signed by the Player only, while the French Contract is signed by both the Club and the Player.

73. In light of the argument raised by the Club at the hearing, the Sole Arbitrator considered the likelihood that the English Contract was indeed a forgery. However, this serious allegation is not supported by the slightest evidence. Moreover, he finds that in raising this argument for the first time very late in the proceedings before the CAS, the Club at the very least tacitly admitted its existence.

74. The Sole Arbitrator considers therefore that, in the chronology, it is more likely that the Parties intended the English Contract to be a “term sheet” – with the main elements of the future contractual relationship – and then a definitive agreement with the French Contract. The Sole Arbitrator recognizes that the circumstances surrounding the signature of the French Contract, as submitted by the Player, are questionable but underlines that any player who signs

a professional football contract remains responsible to be diligent and to understand what he signs. The fact that the language of the contract was not understood should not excuse the Player who nevertheless understood that he was signing a legal document. It should rather have constituted a warning for the Player to seek assistance from a third party rather than from one of the Club's employees. Accordingly, the Sole Arbitrator considers that the French Contract governs the contractual relationship between the Parties. The Sole Arbitrator will however refer to the English Contract in case of ambiguity in the French Contract given that it provides useful insight into the Parties' intent.

75. The Sole Arbitrator observes that, in the French Contract, the Parties have not agreed on a hierarchy of applicable regulatory provisions.
76. It follows from Article R58 of the CAS Code that the issues in dispute must be resolved by the Sole Arbitrator in accordance with the regulations applicable to the case in question. The relevant regulations therefore take precedence over any law chosen by the Parties in the contract, which can be applied in a subsidiary manner and apply to any matters which are not covered by the rules and regulations of the federation which issued the appealed decision (*see HAAS U., Applicable law in football-related disputes – The relationship between the CAS Code, the FIFA Statutes and the agreement of the parties on the application of national law*, CAS Bulletin 2015/2).
77. In addition, as per Article R58 of the CAS Code, if the applicable regulation itself contains a provision intended to determine the applicable law, the combination of Article 187 of the Swiss Private International Law Act ("PILA"), Article R58 of the CAS Code and the given regulation leads to the application in priority of the applicable regulation as well as to the complementary (subsidiary or additional) law it designates (TAS 2018/A/5792) for any issue addressed by these regulations.
78. Since the Appealed Decision was issued by FIFA and the French Contract refers to both FRMF and FIFA regulations, as well as specific Moroccan rules of law, the Sole Arbitrator will apply primarily the FIFA regulations (and additionally Swiss law to fill any lacuna therein), and subsidiarily the FRMF regulations or national law, as the law chosen by the Parties, for any issues that are not address in the FIFA regulations.
79. The Sole Arbitrator will also consider any regulatory provision expressly incorporated in an applicable clause of the French Contract. He further notes that the FIFA regulations do not contain specific provisions on performance bonuses in the nature of a "*prime de rendement*", contrary to the FRMF. As a result, the FRMF regulations will be taken into account in addressing this issue.

IX. MERITS

A. The Dispute

80. The object of these proceedings is the Appealed Decision, which ordered the Club to pay to the Player, as outstanding remuneration, an amount of USD 107,200 and, as compensation

for breach of contract, an amount of USD 800,000. The Appealed Decision is challenged by the Club.

81. In the Appealed Decision, the FIFA DRC found that the wording of Article 5 of the French Contract “*prime de rendement*” should be considered as lump sums based on the actual intention of the Parties to reward the Player in a secured and fixed manner. The FIFA DRC considered therefore that the Player had just cause to terminate the French Contract on 23 December 2021 based on overdue payables and after having put the Club in default of payment on three occasions, without the Club having remedied its default. As a consequence, the FIFA DRC found that the Player was entitled to receive his outstanding remuneration, as well as a compensation.
82. Based on the Parties’ submissions and oral arguments, the issues for determination are the following:
 - i. What is the legal nature of the “*prime de rendement*” in the French Contract?
 - ii. Did the Player terminate the French Contract on 23 December 2021 with just cause?
 - iii. What financial consequences flow from the answers to the questions above?
83. The Sole Arbitrator addresses each of those questions in turn.

i. What is the legal nature of the “prime de rendement” in the French Contract?

84. The Club submitted that the nature of the “*prime de rendement*” is to be determined in accordance with Annex G of the FRMF RSTP, which clearly indicates that such bonuses are due at the end of the season. Considering this, it was not possible to calculate such a bonus at the start of the season because it is linked to the number of matches played by the Player during a season. Therefore, at the moment the Player terminated the French Contract, there was no bonus due as “*prime de rendement*” for the season 2021/2022.
85. The Player claimed that the “*prime de rendement*” was a fixed bonus, and as such was not subject to any performance criteria. First, Article 5 of the French Contract is clear as the “*prime de rendement*” is expressly stated to be payable “*in three instalments*” with the first due at the start of the sporting season, the second by the end of April 2022 and the third at the end of the season. Second, unlike alleged by the Club, there is no need to do a calculation for the “*prime de rendement*”, as Article 5 provides that it shall be in the fixed amount of USD 264,000 for the 2021/2022 season. Third, the Club issued a document on 3 October 2021 confirming its agreement to pay the player MAD 112,000 as a “*prime de signature Saison Sportive 2021/2022*”, recognizing that the “*prime de rendement*” was in fact a signing fee, not conditional on any performance criteria.
86. First and foremost, the Sole Arbitrator points out that Annex G of the FRMF RSTP does not impose mandatory regulations from which parties cannot derogate. Thus, as retained by other CAS panels (CAS 2021/A/7958, para. 85, CAS 2018/A/5792, para. 84), nothing in Annex G

of the FRMF RSTP indicates that the parties could not agree on different methods for calculating and paying a “*prime de rendement*”. On the contrary, such Annex G expressly reserves the right of the parties to agree on this point (“*Sous réserve de l’existence d’une prime annuelle de rendement dans le contrat liant le joueur et le club*”). In this respect, the Sole Arbitrator notes that the Parties agreed in the French Contract that the “*prime de rendement*” is payable in three instalments (beginning of the season, end of April and end of the season), which departs from Annex G of the FRMF RSTP (“*la prime de rendement est due en fin de saison au joueur*”).

87. In the light of the foregoing, the Sole Arbitrator shall consider whether, with the French Contract, the Parties intended to subject the “*prime de rendement*” to the system established by Annex G or not. The French Contract should be interpreted accordingly. Considering that FIFA’s regulations do not contain any specific provisions on interpretation of contracts, the Sole Arbitrator will refer to Swiss law, which applies on a subsidiary basis, for the interpretation.
88. In accordance with Article 18 para. 1 of the Swiss Code of Obligations (“SCO”), “*When assessing the form and terms of a contract, the true and common intention of the parties must be ascertained without dwelling on any inexact expressions or designations they may have used either in error or by way of disguising the true nature of the agreement*”. It follows from this that one must first seek to ascertain the real and common intention of the parties (subjective interpretation), if necessary empirically, on the basis of clues (Swiss Federal Tribunal decisions ATF 132 III 268 para. 2.3.2, ATF 132 III 626 para. 3.1 p. 632; ATF 131 III 606 para. 4.1). Clues include not only the content of declarations of intent – whether written or oral – but also the general context, *i.e.* all the circumstances which make it possible to discover the real intent of the parties, which can be statements made prior to the conclusion of the contract or facts subsequent to the conclusion of the contract, in particular the subsequent conduct of the parties which confirm the conception of the parties themselves (Swiss Federal Tribunal decision ATF 144 III 93, para. 5.2.2).
89. In the present case, the Sole Arbitrator observes that the French Contract provides, for each season, that the “*prime de rendement*” is due in three instalments without any condition to be met. The amount due is fixed, clear and the timing of the payments also. This is not the case for the “*prime de match*” of the last paragraph which is due based on participation and results achieved according to the contract (“*en fonction de sa participation et des résultats obtenus...*”). The Sole Arbitrator does not see how one could interpret the nature of the “*prime de rendement*” otherwise, as it appears unconditionally due as a signing fee (akin to that for the first season) as submitted by the Player. There is no ambiguity here; it can be deduced therefore that the Parties have agreed that the “*prime de rendement*” is not subject to Annex G of the FRMF RSTP, from which the Parties decided to derogate.
90. The Sole Arbitrator further observes that the “*décharge*” document of 3 October 2021, issued by the Club, refers to a signing fee (“*prime de signature*”) for the season 2021/2022, which would have been paid by the Club – *i.e.* not at the end of the season – constitutes an additional indication that the Club itself recognized the nature of such fee as unconditional.

91. Bearing in mind the principle *in dubio proferentem*, and considering the above, the Sole Arbitrator finds that the Parties have agreed to deviate from Annex G of the FRMF RSTP and agreed that the “*prime de rendement*” is a fixed, lump-sum bonus, payable each season in three instalments, irrespective of the Player’s sporting performance and extent of participation in the Club’s official matches.

ii. Did the Player terminate the French Contract on 23 December 2021 with just cause?

92. In the Appealed Decision, the FIFA DRC found that “*the player did terminate the contract with just cause on 23 December 2021 cf. art. 14 of the Regulations, insofar as – at that moment in time – the player could no longer reasonably rely on the club complying with its financial obligations towards him*”. The Parties were bound by a fixed-term employment contract, valid from the 2020/2021 season until the end of the 2023/2024 season.

93. Article 13 of RTSP FIFA protects compliance with contracts by stipulating that “*a contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement*”. Compliance with the contract is however not an absolute principle, as confirmed by Article 14 para. 1 of RTSP FIFA, which provides that a “*contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause*”. Regularly, CAS panels retain that the concept of “just cause”, as defined in Article 14 para. 1 of RTSP FIFA, is similar to the concept of “good cause” (“*justes motifs*”) of Article 337 para. 2 SCO. Good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties (CAS 2020/A/6770, CAS 2019/A/6452). Additionally, Article 14 para. 1 of RSTP FIFA has been addressed by FIFA in its Commentary on the Regulations on the Status and Transfer of Players, edition 2021, in particular as follows:

“When required to assess whether a valid reason existed for a unilateral contract termination, the following principles should be applied, while considering the specific circumstances of each individual matter:

- *Only a sufficiently serious breach of contractual obligations by one party to the contract qualifies as just cause for the other party to terminate the contract.*
- *In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.*
- *The termination of a contract should always be an action of last resort (an “ultima ratio” action).*

The principle that a party can only establish just cause to terminate an employment contract if it has previously warned the other party of its unacceptable conduct or attitude may apply in certain circumstances, and especially where a club attempts to terminate a contract with a player for alleged unauthorised absences from, or misbehaviour during, training sessions”.

94. Regarding late payment of salaries by a Club, the CAS already retained the following (CAS 2014/A/3707; CAS 2013/A/3398; CAS 2006/A/1180):

“The non-payment or late payment of remuneration by an employer does in principle - and particularly if repeated as in the present case - constitute “just cause” for termination of the contract (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; CAS 2003/O/540 & 541, non-public award of 6 August 2004); for the employer’s payment obligation is his main obligation towards the employee. If, therefore, he fails to meet this obligation, the employee can, as a rule, no longer be expected to continue to be bound by the contract in future. Whether the employee falls into financial difficulty by reason of the late or non-payment, is irrelevant. The only relevant criteria is whether the breach of obligation is such that it causes the confidence, which the one party has in future performance in accordance with the contract, to be lost. This is the case when there is a substantial breach of a main obligation such as the employer’s obligation to pay the employee. However, the latter applies only subject to two conditions. Firstly, the amount paid late by the employer may not be “insubstantial” or completely secondary. Secondly, a prerequisite for terminating the contract because of late payment is that the employee must have given a warning. In other words, the employee must have drawn the employer’s attention to the fact that his conduct is not in accordance with the contract”.

95. Article 14bis of RTSP FIFA provides the following:

“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.

2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above”.

96. Bonuses and premiums, the payment of which is not discretionary, are considered to be elements of salary (CAS 2018/A/5896 para. 97). Non-payment of remuneration by the employer, in particular if it is repeated, constitutes just cause for the termination of the employment contract, the obligation to pay being the employer’s main obligation to the employee (CAS 2015/A/3955 & 3956). The same applies in the event of non-payment of a significant part of the employee’s remuneration (CAS 2015/A/4361 para. 99).
97. In the present case, the Sole Arbitrator confirmed that the “*prime de rendement*” was a fixed amount payable each season, notwithstanding the Player’s sporting performance or his participation in the Club’s official matches.
98. On 23 December 2021, date of the termination of the employment contract, the following sums were due to the Player according to him:

2020/2021 season

Signing fee 1 st tranche due from 4 December 2020:	USD 46,000
Signing fee 2 nd tranche due from 30 April 2021:	USD 60,000
Signing fee 3 rd tranche due from 31 July 2021:	<u>USD 28,000</u>
Total	USD 134,000

2021/2022 season

“*Prime de rendement*” 1st tranche due from 10 September 2021: USD 88,000

99. Based on that, on 27 October 2021, the Player sent one default notice to the Club to request the payment of the remaining amounts due (the amounts indicated in the letter suggest that, indeed, the Player referred to the English Contract which explains why he did not claim at that time the first instalment of the “*prime de rendement*” 2021/2022). A time limit of 15 days was given to the Club to repair the situation. On 8 December 2021, the Player reiterated his request for payment of the due amounts, including this time the “*prime de rendement*” for the 2021/2022 season, and with a 7-day time limit to pay. In both letters, the Player made it clear that he would terminate the contract should the Club not pay the due amounts.
100. The Club disputed the breakdown prepared by the Player indicating that the latter received the signing fee in full, in cash and via the bills of exchange submitted, as confirmed by a “*décharge*” document.
101. Having considered the arguments of both Parties, the Sole Arbitrator observes first that the “*décharge*” document – which indicates that the full signing fee 2020/2021 was paid at that time – was signed on 28 April 2021, while the third tranche of such signing fee was not even due. Secondly, the Sole Arbitrator notes that – out of all payments allegedly made by the Club – the Player disputed having finally received the amounts of the bills of exchange 7488627 (MAD 484,275, USD 45,000), 6856989 (MAD 200,000, USD 20,000), 6856990 (MAD 200,000, USD 20,000) and 6856826 (MAD 284,000, USD 30,000) and the cash payment of October 2021 (MAD 100,000). Against the argument of the Player that such bills of exchange could not be cashed and that no payment in cash in October 2021 was made, the Club did not submit any evidence indicating that the money was indeed received by the Player. The Sole Arbitrator recalls that, under Swiss law, a check is an instrument of payment, categorised within the “negotiable securities” of Articles 965 and ff. SCO (“*papiers-valeurs*”), by which the “drawer” instructs its bank to pay a specified amount at sight to the designated beneficiary (MONTAVON/MONTAVON/BUCHERLER/JABBOUR/MATTHEY/REICHLIN, *Abrégé de droit commercial*, 2017, p. 1070). The Sole Arbitrator emphasizes that, despite the limited discussion on this issue, a number of Swiss legal authors have posited that when the agreed method of payment is a check, the debtor is not discharged of its payment obligation until the creditor is credited, for instance at the time of payment at the bank counter (ENGEL P., *Traité des obligations en droit suisse, Dispositions générales du CO*, 1997, p. 640 s.). In this respect and more generally, a

payment (for instance by check) is effective from the moment when the creditor actually has the amount and can benefit from it (TERCIER/PICHONNAZ, *Le droit des obligations*, 2019, p. 275). The Sole Arbitrator concurs with the opinion of these legal authors. Indeed, it stands to reason that the effective execution of a debt payment is necessary for it to be deemed as completed. While it is clear that it is the sole responsibility of the recipient of the check to cash it out at the appropriate financial institution, a failure to do so, for whatever reason, cannot be used as an assumption that the payment has been made. The Sole Arbitrator therefore considers that a payment is not deemed executed by the sole fact that the debtor has provided the creditor with the check or other similar document. Therefore, the Sole Arbitrator finds that the “*décharge*” document signed by the Player cannot be considered reliable evidence of payment of the due salaries.

102. As the Parties have submitted conflicting versions of the events, the Sole Arbitrator recalls that, in the context of arbitration proceedings before the CAS, each party must, unless otherwise required by law, prove the facts it alleges in order to enjoy the corresponding right. In other words, the burden of proof lies with the party invoking a right deriving from a fact that it alleges (see Article 8 of the Swiss Civil Code). It is not sufficient simply to assert a state of affairs for the arbitral tribunal to accept it as true (CAS 2017/A/5051; CAS 2014/A/3546).
103. The Sole Arbitrator has further taken due note of the Club’s argumentation, according to which the non-payment of the salaries could not be retained against it, since the Player would have failed to prove that the bills of exchange were presented for payment to his bank. The Sole Arbitrator however deems that this argumentation is not relevant. First, deeming that it was not due when the Contract was terminating, the Club did not pay the first instalment of the “*Prime de rendement*” for the season 2021/2022, while an amount of USD 88,000 was actually due (*supra* para. 91). Since, this amount represents more than 2 months’ salary and since the Player put the Club in default in writing on 8 December 2021, *id est* 15 day before terminating the Contract, the Player complied with Article 14bis RSTP FIFA. Second, the Club recurrently failed to pay the signing fee instalments on their due dates, reason why the Player could no longer reasonably rely on the Club’s ability to comply with its financial obligations.
104. Consequently, the Sole Arbitrator finds that the Player had just cause to terminate the French Contract.
105. Accordingly, the Sole Arbitrator decides that the main request for relief of the Club shall be dismissed.

iii. What are the resulting financial consequences?

106. The Sole Arbitrator firstly notes that the Player did not file an appeal against the Appealed Decision which found that the outstanding remuneration amounted to USD 107,200. Therefore, the Sole Arbitrator cannot go against the principle “*non ultra petita*” – which provides that a party may not be awarded anything more than or different from what it has requested, nor less than what the opposing party has acknowledged – and review the amount granted by the FIFA DRC in favour of the Player. Consequently, even if, in the Sole Arbitrator’s view, the outstanding remuneration amounted to USD 222,000 on 23 December

2021, the Sole Arbitrator cannot diverge from the Appealed Decision in this respect. The Club shall therefore be ordered to pay an amount of USD 107,200 to the Player as outstanding remuneration plus interest as established in point 3 of the Appealed Decision.

107. This said, the Sole Arbitrator must determine the financial consequences of the termination with just cause by the Player, taking into account all circumstances of the case.
108. Article 17 of the RSTP FIFA provides for the financial consequences of breach of contract without just cause. However, the RSTP FIFA does not contain a provision expressly dealing with the consequences of early termination of a contract for just cause.
109. To fill this gap, CAS case law includes awards applying Article 17 RSTP FIFA by analogy, decisions relying on Article 337b SCO as suppletive law, and even examining the situation from the angle of these two provisions jointly (CAS 2013/A/3398). It is thus generally accepted, regardless of the legal basis used, that a player who terminates the contract for just cause may obtain compensation for his positive interest, *i.e.* the right to be placed in the position he would have been in if his debtor had performed the contract in full in accordance with the terms of the contract and the conditions stipulated in the contract or provided for by law (CAS 2016/A/4569). Article 337b SCO also stipulates that “[w]here the good cause for terminating the employment relationship with immediate effect consists in breach of contract by one party, he is fully liable in damages with due regard to all claims arising under the employment relationship”.
110. In the present case, the Sole Arbitrator observes that the remaining due salary of the Player after termination of the employment contract amounted to USD 800,000, as retained by the FIFA DRC, and not disputed by the Club. This amount constitutes the basis for the calculation of the compensation due to the Player.
111. However, by virtue of the Player’s duty to reduce his damages under Swiss law (Article 337c para. 2 SCO) and CAS case law (CAS 2018/A/6029, para. 118 and cited references), the Sole Arbitrator considers that the compensation must be reduced by the amounts due to the Player under his new employment contracts until the end of the season 2023/2024, following the termination of the employment contract with the Club.
112. Initially, the Club requested that the compensation due to the Player amount to USD 500,000, after deduction of the value of the Al Qadsiah Saudi FC contract (USD 300,000). Later, when it learned about a new contract concluded by the Player with Jeunesse Sportive de Kabylie, the Club requested that the compensation due to the Player shall amount to USD 284,202.
113. The Player does not dispute that he was entitled to receive USD 300,000 in total, out of the contract with Al Qadsiah Saudi FC and USD 215,798 with Jeunesse Sportive de Kabylie, but disputed that the value of the new contracts entered into by him following the termination of the French Contract for just cause should be discounted from the amounts due by the Club to the Player, in particular considering that there was a risk that he may not ultimately receive such amounts. In addition, the Player claimed a compensation of three months’ salary on the basis that the employment contract was terminated for overdue payables (USD 9,000 in total) and that the request for relief of the Club, including a further deduction of USD 215,798, was

inadmissible as per Article R56 of the CAS Code. Furthermore, the Player claims a sum of up to six months' worth depending on the extent of mitigated compensation associated with his latest employment contracts.

114. The Sole Arbitrator first notes that the fact that the employment contract between the Player and Jeunesse Sportive de Kabylie was signed on 28 August 2023, while the Club filed its appeal brief on 19 October 2022 and the hearing was held on 25 April 2023, is an exceptional circumstance, under Article R56 of the Code, justifying the admission of this contract as well as of the Club's amended requests for relief of 11 October 2023 in the CAS file.
115. The Sole Arbitrator notes in this respect that: the French Contract was valid until the end of the sporting season 2023/2024, the contract with Al Qadsiah Saudi FC was valid from 1 August 2022 until 31 May 2023 and the contract with Jeunesse Sportive de Kabylie was valid from 28 August 2023 until at least the sporting season 2023/2024. In accordance with the clear CAS case law (CAS 2020/A/7605, para. 83; CAS 2016/A/4678 para. 102) regarding the duty to mitigate, the Sole Arbitrator finds therefore that the remuneration of the Player due with his new clubs during the remaining contractual term of the French Contract should be deducted from the amount the Player would have earned with the Club, had the Club properly performed the French Contract. The Sole Arbitrator has *de novo* power of review in accordance with Article R57 of the CAS Code and, therefore, the arguments of the Player that the new contracts with Al Qadsiah Saudi FC and with Jeunesse Sportive de Kabylie should not be considered in the CAS case file must be dismissed. The Sole Arbitrator considers indeed that such new contracts, both signed after the issuance of the operative part of the Appealed Decision, are relevant to the case in connection with the Player's duty to mitigate his damages and shall be taken into account, indeed the Player should not be in a better financial position compared to the correct fulfilment of the French Contract. Accordingly the Player mitigated compensation should be of USD 284,202 (USD 800,000 – USD 300,000 – USD 215,798 = USD 284,202).
116. In addition to this and in view of the mitigated compensation granted to the Player, the Sole Arbitrator considers that in application of Article 17 para. 1 (ii) of the FIFA RSTP, according to which *"subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries"* and given that termination resulted from unpaid salary, the Player is owed an additional three months of salary (USD 9,000), through the direct, automatic application of this provision.
117. However, the Sole Arbitrator dismisses the Player's request to be granted additional compensation of six months' salary (or up to six months' worth, as the case may be), as this request appears to be duplicative of the claimed three additional months without any justification of egregious circumstances as required by the RSTP.
118. The Sole Arbitrator is not convinced by the Player's argument that the signing fee should be treated any differently than monthly salary for purposes of calculating mitigation, and the fact that it was due to be paid in multiple instalments indicates that in any event its nature is not

substantially different as a form of remuneration for purposes of Article 17 RSTP. Moreover, unlike the award of three months' salary results from the automatic application of the Article 17 provision, a claim for an additional amount of up to six months would constitute a counterclaim, which is not permitted in CAS appeal proceedings under Article R55 of the CAS Code. The Player considers that he should automatically be awarded six months' worth of salary if the signing fee amounts are subject to mitigation. Article 17 RSTP does not provide for this possibility. It rather provides that three additional months' salary are due (while staying within the overall scope of remuneration of an employment contract) are due as a "standard" measure in cases of breach due to unpaid salary, while allowing such "Additional Compensation" to go up to six months in the event of "egregious circumstances". The Player does not articulate what such circumstances might be; if the argument were that his overall compensation was predominantly in the form of a signing fee rather than a monthly salary, the Sole Arbitrator does not consider this to rise to the level of what could be considered an egregious circumstance.

119. Consequently, the Sole Arbitrator finds that the compensation due to the Player after deducting the mitigation amounts is USD 293,202 (USD 800,000 - USD 300,000 – USD 215,798 + USD 9000 = USD 293,202).
120. Taking into consideration the Appealed Decision, and irrespective of the fact that, based on Article 337b SCO, the Player might claim interests of 5% from the date of termination, the compensation due to him shall bear interests of 5% from the date on which the Player lodged his claim against the Club before the FIFA DRC, *i.e.* from 27 January 2022, until the date of effective payment.
121. In light of the above, the appeal of the Club is partially admitted, and the Appealed Decision shall be amended accordingly.

B. Conclusion

122. Based on the foregoing, and after taking into due consideration all the evidence produced and all submissions made, the Sole Arbitrator finds that:
 - i) The French Contract governed the contractual relationship between the Parties.
 - ii) The Parties agreed that the "*prime de rendement*" was a fixed, lump-sum bonus, payable each season in three instalments, irrespective of the Player's sporting performance and participation in the Club's official matches.
 - iii) The Player terminated the French Contract with just cause under Articles 14 and 14bis of the FIFA RSTP.
 - iv) The Club shall pay to the Player the following amounts:
 - USD 107,200 as outstanding remuneration plus 5% interest p.a., calculated as follows:

- On the amount of USD 19,200, as from 1 September 2021 until the date of effective payment;
 - On the amount of USD 88,000, as from 11 September 2021 until the date of effective payment.
 - USD 293,202 as compensation for breach of contract, plus 5% interest p.a. as from 27 January 2022 until the date of effective payment.
123. The above conclusion makes it unnecessary for the Sole Arbitrator to consider the other requests and submissions presented by the Parties. Accordingly, all other and further motions or prayers for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Wydad Athletic Club against the decision issued on 7 July 2022 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is partially upheld.
2. The decision issued on 7 July 2022 by the Dispute Resolution Chamber of the Fédération Internationale de Football Association is confirmed, save for para. 3 of the operative part, which shall read as follows:

“3. The Claimant / Counter-Respondent has to pay to the Respondent/Counter-Claimant the following amount(s):

 - *USD 107,200 as outstanding remuneration plus 5% interest p.a., calculated as follows:*
 - *On the amount of USD 19,200, as from 1 September 2021 until the date of effective payment;*
 - *On the amount of USD 88,000, as from 11 September 2021 until the date of effective payment.*
 - *USD 293,202 as compensation for breach of contract, plus 5% interest p.a. as from 27 January 2022 until the date of effective payment”.*
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.