

TERMINATION OF PLAYER CONTRACTS WITH JUST CAUSE IN THE LIGHT OF CAS AND FIFA JURISPRUDENCE

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Legal disputes concerning employment relationships have significantly increased in parallel with the evolution and commercialization of sports. Player contracts establish a complex structure of reciprocal rights and obligations, the violation of which may lead to severe legal and sporting outcomes, including compensation and disciplinary sanctions. The authority to determine the scope of these rights and obligations, as well as the consequences of contractual breaches, primarily derives from the FIFA Regulations on the Status and Transfer of Players and is subsequently shaped through the jurisprudence of the Court of Arbitration for Sport and the FIFA Dispute Resolution Chamber. International disputes are adjudicated before specialized sport-related adjudicatory bodies, whereas domestic disputes may fall under the jurisdiction of national bodies or courts. This article analyses the grounds and consequences of termination with just cause by examining the relevant regulatory provisions and case law, with the aim of contributing to academic literature and providing guidance for legal practice in the development of a consistent framework.

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1 Introduction

In recent years, the regulatory and jurisprudential framework governing employment relationships between clubs and players has been confronted with an increasing number of complex legal disputes. A significant proportion of these disputes arise from player contracts, which constitute the legal foundation of the relationship between clubs and players. Such contracts define a detailed set of reciprocal rights and obligations, the violation of which may give rise to serious legal and sporting consequences, including claims for compensation and the imposition of disciplinary measures.

The determination of the scope, interpretation and legal effects of these contractual rights and obligations is primarily governed by the FIFA Regulations on the Status and Transfer of Players (RSTP). However, the practical application of these regulations is largely shaped through jurisprudence. In this respect, the case law of the Court of Arbitration for Sport (CAS) and the FIFA Dispute Resolution Chamber (DRC) play a decisive role in clarifying the conditions under which contractual breaches may justify termination and in defining the legal consequences flowing from such termination.

Disputes arising from international player contracts are generally resolved before CAS, which functions as an independent and specialised arbitral tribunal for sport-related disputes, or before the FIFA DRC, which exercises jurisdiction over employment-related matters within the FIFA regulatory framework. At the domestic level, disputes may be adjudicated by authorised national dispute resolution bodies, such as the Dispute Resolution Chamber of the Turkish Football Federation, or, where no such authorisation exists, by national courts. This dual structure contributes to a jurisprudence-driven system in which assessing contractual termination is developed predominantly through case-by-case analysis.

This study is structured into two main parts. The first part examines the regulatory framework and the jurisprudential criteria governing the termination of player contracts with just cause, focusing on the legal concept of just cause and the principal circumstances under which termination may be initiated either by the club or by the player. The second part addresses the legal consequences of termination with just cause, including compensation under the FIFA regulatory system, the allocation of

liability depending on post-termination circumstances, the imposition of sporting sanctions, and the player's transition into free status. All analyses are conducted in light of relevant CAS and FIFA jurisprudence, and the study concludes with observations aimed at promoting a more consistent approach to termination with just cause within the existing regulatory framework.

2 Regulatory and Jurisprudential Grounds for Termination with Just Cause

2.1 Fundamental Principles Governing Termination with Just Cause

The termination of a player's contract with just cause must be assessed within the broader regulatory objective of contractual stability, which constitutes a central element of the FIFA transfer system. Rather than recognising termination as a general contractual entitlement, the regulatory structure of the RSTP frames it as an exceptional mechanism, applicable only under specific and serious circumstances. This approach reflects the underlying expectation that validly concluded contracts should, as a rule, be respected throughout their agreed duration.

Within this context, Article 13 RSTP reinforces the binding nature of employment contracts by limiting their termination to expiry or mutual consent, thereby embedding the principle of *pacta sunt servanda* into the regulatory framework governing professional football.¹

Termination with just cause is therefore considered an exceptional remedy, available only where the breach is sufficiently serious to render the continuation of the contractual relationship unreasonable. Article 14 RSTP confirms that a party terminating with just cause is not subject to compensation or sporting sanctions. Jurisprudence requires that termination operate as a measure of *ultima ratio*, and in principle the defaulting party should be given notice and an opportunity to remedy

¹ FIFA DRC, Decision of 14 August 2025, Pereira Garcia Guedes, confirming the enforceability of a liquidated damages clause pursuant to the principle of *pacta sunt servanda*. Retrieved from: https://digitalhub.fifa.com/m/8d709dd90bc25ec/original/Pereira-Garcia-Guedes_14082025.pdf (accessed: December 15, 2025); CAS 2023/A/9606 *Ismaily SC v. Carmelo Algarraz Añez & Always Ready SC*, para. 170, reiterating that the purpose of Article 17 of the FIFA RSTP is to reinforce contractual stability as a deterrent to unilateral termination (see also CAS 2018/A/6017; CAS 2014/A/3735; CAS 2014/A/3573; CAS 2008/A/1519-1520). Retrieved from: <https://jurisprudence.fifa.com/issue-details/141431> (accessed: December 15, 2025).

the breach unless the circumstances are of exceptional gravity.² This section will examine the grounds for just cause termination from the perspectives of both club and player, followed by an analysis of the compensatory consequences under CAS and FIFA case law.

2.2 Grounds for Just Cause Termination Initiated by the Club

A club, as a party to the player's contract, may terminate the agreement where the player commits a breach; however, termination without adverse consequences is only possible if based on just cause. Although the RSTP does not expressly enumerate the grounds for just cause termination by clubs, other than limited reference to improper conduct, these grounds are identified through the Commentary on the RSTP, as well as CAS and FIFA jurisprudence. The most frequently encountered grounds include player misconduct, inadequate performance, long-term injury or medical inability, insufficient participation in official matches, and situations where the player abandons the club.

2.2.1 Abusive Conduct by the Player

Abusive conduct by the player constitutes a recognised ground for termination with just cause within the regulatory framework governing football contracts. Article 14(2) of the RSTP provides that abusive behaviour aimed at compelling the other party to terminate or amend the contractual terms may entitle the affected party to lawfully end the agreement. However, the provision does not define the specific forms of conduct that fall within this concept, leaving its scope to be developed through the Commentary on the RSTP and the jurisprudence of CAS and FIFA. Decisions frequently address conduct such as the use of prohibited substances, drug or alcohol abuse, breaches of club disciplinary rules, violations of internal regulations, or behaviour that disrupts the functioning of the team environment. Such actions may undermine the trust essential for the continuation of the employment relationship and may negatively affect the club's sporting and organisational interests.³

² Lambrecht, 2011, p. 98.

³ FIFA DRC, Decision of 2 March 2023, retrieved from: https://digitalhub.fifa.com/m/67a8e1a545035705/original/022382_02032023.pdf; FIFA DRC, Decision of 21 July 2022. Retrieved from: https://digitalhub.fifa.com/m/50f360b292aa5c63/original/Miletic_14072022.pdf (accessed: December 18, 2025); CAS, Arbitration CAS 2014/A/3864 *Astra v. Laionel da Silva Ramalho and FIFA*,

Assessing whether improper conduct constitutes just cause is inherently case specific and guided by core principles recognised across CAS and FIFA practice. First, proportionality plays a central role; termination must remain a measure of ultima ratio, invoked only when no lesser sanction, such as a warning, suspension or internal disciplinary penalty, would reasonably remedy the breach. Second, evidentiary sufficiency is critical, as the party alleging misconduct bears the burden of proof, and unsupported allegations will not justify termination. Third, panels examine whether the conduct rendered continued cooperation unreasonable, particularly where the behaviour results in reputational harm to the club, disrupts team cohesion or constitutes a serious breach of professional obligations. CAS jurisprudence underlines that the employment relationship in professional football is founded upon mutual trust and responsibility and that when conduct fundamentally damages this bond, termination with just cause may be upheld.

2.2.2 Absence and Abandonment of the Player

A player's abandonment of the club constitutes one of the most significant grounds for termination with just cause initiated by the club. A player's decision to leave the club without authorisation and without a valid reason is generally regarded as a serious breach of contractual obligations.⁴ While the FIFA Regulations do not expressly regulate the procedural steps to be followed in cases of abandonment, these requirements have been developed through CAS and FIFA jurisprudence. In line with the general principles governing termination, the club is expected to invite the player to return to training or match activities and to grant an appropriate period for compliance before proceeding with termination for just cause.⁵

FIFA jurisprudence has recognised that long-lasting and unjustified absences may entitle a club to terminate the employment contract, provided that the club can demonstrate that the player deliberately ceased rendering his sporting services.⁶ At the same time, CAS case law shows that assessing abandonment is highly fact

Award of 31 July 2015. Retrieved from <https://jurisprudence.tas-acas.org/Shared%20Documents/3864.pdf> (accessed: December 18, 2025).

⁴ General principle derived from FIFA DRC and CAS jurisprudence on abandonment and unjustified absence.

⁵ FIFA DRC, Decision of 3 July 2025, Monimon De Louis Florian Yonsian, para. 40, retrieved from: https://digitalhub.fifa.com/m/791a1908dedb5e7f/original/Florian-Yonsian_03072025.pdf (accessed: December 18, 2025).

⁶ FIFA DRC, Decision of 3 July 2025, Monimon De Louis Florian Yonsian, para. 40.

specific. Panels carefully examine whether the absence was in fact unauthorised, whether the player informed the club, and whether the club implicitly or explicitly tolerated the absence. Where a player is able to establish that the absence occurred with the club's consent or was based on a valid and compelling reason, termination by the club has been considered unjustified.⁷ Accordingly, the mere fact of physical absence does not automatically amount to abandonment.

Another decisive element concerns the obligation to issue a prior notice. CAS and FIFA bodies have repeatedly held that termination without first warning the player and granting a reasonable opportunity to return will generally be considered disproportionate.⁸ The absence of such notice often leads to the conclusion that termination was premature. In practice, clubs frequently impose disciplinary sanctions on players who leave without authorisation. However, jurisprudence has also addressed situations in which the club both imposed a disciplinary sanction and subsequently terminated the contract based on the same conduct. In such cases, the principle of *non bis in idem* has been applied, meaning that a player cannot be sanctioned twice for the same behaviour.⁹ Where termination follows a disciplinary sanction for the same act of abandonment, CAS and FIFA have tended to qualify the termination as unjustified.¹⁰

2.2.3 Sporting Performance of the Player

The sporting performance of the player is one of the grounds most frequently invoked by clubs in practice as justification for terminating a football contract. Individual performance is undeniably a key factor in a team's overall success, and player contracts often include clauses addressing performance-related expectations and obligations. Nevertheless, FIFA jurisprudence has consistently held that poor sporting performance, taken in isolation, does not constitute just cause for termination.¹¹ The FIFA has repeatedly emphasised that performance is inherently

⁷ CAS 2023/A/9696, *Dalian Professional Football Club Co. v. Sam Larsson*, Award of 22 February 2022, para. 101, retrieved from: <https://jurisprudence.fifa.com/issue-details/138802> (accessed: December 18, 2025).

⁸ Established CAS and FIFA practice regarding the requirement of prior notice and opportunity to return before termination for abandonment.

⁹ Büyükhatipoğlu, 2025.

¹⁰ Principle of *non bis in idem* as applied in FIFA DRC and CAS jurisprudence in cases involving both disciplinary sanctions and termination based on the same conduct.

¹¹ FIFA Dispute Resolution Chamber (2025). Decision of 19 March 2025, Daniel Cudjoe Mensah Gozar. Retrieved from: https://digitalhub.fifa.com/m/7c541692d0165a8a/original/Mensah-Gozar_19032025.pdf (accessed: December 18, 2025).

relative and subject to numerous external variables, thereby lacking the certainty required to justify early termination of an employment contract.

CAS case law largely aligns with this approach, recognising that contractual clauses purporting to allow termination based solely on insufficient performance are generally invalid or unenforceable, particularly where they lack objective criteria.¹² Performance is influenced by a wide range of factors beyond the player's direct control, including tactical decisions of the coach, team composition, competition level, and the allocation of playing time. As a result, CAS and FIFA decisions have sought to prevent clubs from disguising unilateral terminations as performance-based just cause, thereby safeguarding contractual stability.

However, the categorical exclusion of using performance-related considerations to assess just cause is not without controversy. A purely abstract rejection of performance clauses fails to account for situations in which a player's consistently poor performance is directly attributable to his own negligent conduct. Performance should not be assessed solely by reference to match selection or comparative statistics with other players, but also by examining whether the player has fulfilled his professional obligations to maintain adequate physical condition, mental readiness, and training discipline. Where a sustained decline in performance can be objectively linked to the player's failure to meet these obligations, the contractual imbalance cannot be attributed exclusively to sporting discretion.

Accordingly, assessing performance as a ground for termination must remain case specific. While poor performance alone will rarely amount to just cause, termination may be justified where the player's own culpable conduct demonstrably causes a serious and lasting failure to perform, thereby rendering the continuation of the contractual relationship unreasonable.

2.2.4 Injury and Permanent Incapacity

Players are inherently exposed to the risk of injury while performing their sporting activities. The legal consequences of an injury may vary depending on whether it occurs prior to or during the contractual relationship. Article 18(4) of the RSTP

¹² *CAS 2022/A/8761 Ratchaburi FC v. Sebastien Wutrich*, para. 82. Retrieved from: <https://jurisprudence.fifa.com/issue-details/136359> (accessed: December 18, 2025).

provides that the validity of an employment contract may not be made subject to the outcome of a medical examination. This provision implies that pre-existing injuries are, in principle, assumed by the new club upon the conclusion of the contract and cannot, as such, justify termination.¹³

FIFA jurisprudence has consistently rejected contractual clauses granting clubs the right to terminate a player's contract solely on the basis of an injury sustained during the employment relationship. In a recent decision, the Chamber held that a contractual provision allowing termination in the event of injury was incompatible with the principle of contractual stability and unsupported by long-standing FIFA jurisprudence. Similarly, CAS has emphasised that absences from training or matches caused by injury are, in principle, justified and cannot serve as a lawful basis for termination. Where a club terminates a contract on the grounds of injury-related absence, such termination has been qualified as a breach of contract, particularly where the club failed to act in good faith towards the player after the injury occurred.¹⁴

Considering this jurisprudence, injuries sustained either prior to the contract or during training or official matches generally do not constitute just cause for termination. Moreover, CAS and FIFA decisions indicate that clubs remain obliged to cover medical treatment costs and may not reduce or suspend the player's remuneration solely due to injury. However, injury may have an impact on compensation issues in exceptional circumstances. In rare cases where a player is permanently unable to perform any professional football activity, FIFA bodies have accepted that the club's obligation to continue paying remuneration may cease.

Nevertheless, injury does not invariably operate to the detriment of the club. A player is required to cooperate with reasonable medical treatment proposed by the club and to act in accordance with his professional duties. Where a player refuses treatment without justification, aggravates the injury through negligent conduct, or sustains an injury outside training or matches due to his own fault, termination with just cause may be justified following a case-specific assessment.

¹³ FIFA Dispute Resolution Chamber (2025). Decision of 29 May 2025, Aias Aosman. Retrieved from: https://digitalhub.fifa.com/m/363ee2d4e1c8377a/original/Aosman_29052025.pdf (accessed: December 18, 2025).

¹⁴ CAS 2021/A/8334 *Puskas Football Club Kft v Golgol Tedros Mebrahtu*. Retrieved from: <https://jurisprudence.fifa.com/issue-details/59845> (accessed: December 18, 2025).

2.3 Grounds for Just Cause Termination Initiated by the Player

A breach of contractual obligations by the club may entitle the player to terminate the employment contract with just cause. The grounds for just cause termination are not exhaustively listed and must be assessed in light of the specific circumstances of each case. CAS and FIFA jurisprudence demonstrate that the most frequently invoked ground concerns the club's failure to pay the contractually agreed remuneration in a timely and proper manner. In addition to outstanding salary, sporting just cause, violations of the player's right to work, and other compelling reasons have been recognised as potential grounds for termination with just cause. This section examines outstanding salary and improper payment, sporting just cause, violations of the player's right to work, and other grounds for termination from the player's perspective, with particular reference to CAS and FIFA jurisprudence. Given its practical importance, special emphasis is placed on the failure to pay remuneration in accordance with the contract.

2.3.1 Outstanding Salary and Improper Payment

The obligation to pay remuneration in accordance with the employment contract lies at the very core of the contractual relationship between a club and a player. Persistent or substantial non-payment of salary directly undermines the economic balance of the contract and may render the continuation of the employment relationship untenable for the player. Within the FIFA regulatory framework, such conduct has consistently been recognised as one of the most common and legally significant grounds for termination of a player's contract with just cause.

In response to the recurrent nature of salary-related disputes, Article 14bis of the RSTP establishes a structured mechanism for assessing when non-payment reaches a threshold capable of justifying unilateral termination by the player, while at the same time safeguarding contractual stability through procedural requirements.¹⁵

Article 14bis RSTP links the existence of just cause to the seriousness and persistence of the club's failure to fulfil its financial obligations. Rather than treating any isolated delay as sufficient, the provision introduces a quantitative threshold

¹⁵ FIFA, Regulations on the Status and Transfer of Players (RSTP), Article 14bis.

designed to distinguish minor payment irregularities from breaches capable of justifying termination. In parallel, the requirement for the player to formally put the club in default and to grant a reasonable period for compliance serves to preserve contractual stability by offering the club an opportunity to remedy the breach before termination becomes effective.

Through this structure, Article 14bis seeks to balance the protection of players against sustained non-payment with the need to prevent premature or disproportionate termination of employment contracts.¹⁶

While Article 14bis establishes a structured procedural framework, CAS and FIFA practice demonstrate that its application is not purely formalistic. In cases where a club's conduct reveals a pattern of persistent and substantial non-payment, adjudicatory bodies have been prepared to prioritise the material gravity of the breach over strict adherence to procedural requirements. In such circumstances, the decisive factor lies in whether the club's behaviour has fundamentally undermined the economic basis of the employment relationship.¹⁷

This jurisprudential approach reflects an effort to reconcile the protective purpose of Article 14bis with the broader principle of contractual stability, ensuring that the provision is not applied mechanically, but rather in a manner responsive to the factual realities of each dispute.

CAS panels have further clarified that, for the purpose of calculating overdue amounts, only the contractually agreed due dates are relevant. Advance payments or lump-sum instalments must therefore be considered in full once they fall due, irrespective of the payment structure adopted by the parties.¹⁸ More recent CAS decisions have also addressed disputes where clubs contested whether the outstanding amounts reached the equivalent of two monthly salaries, reaffirming

¹⁶ FIFA Dispute Resolution Chamber, Decision of 15 May 2025, employment-related dispute concerning the player A, para. 35, retrieved from: https://digitalhub.fifa.com/m/1aa03de393a354/original/052511_150525.pdf (accessed: December 18, 2025).

¹⁷ FIFA Dispute Resolution Chamber, Decision of 12 December 2024, Cheick Omar Ouedraogo, paras. 7–12. Retrieved from: https://digitalhub.fifa.com/m/70cd9fc67acb8697/original/Ouedraogo_12122024.pdf (accessed: December 18, 2025); *CAS 2022/A/9000 Giresunspor Kulübü Derneği v. Joseph Champness*, para. 64, retrieved from: <https://jurisprudence.fifa.com/issue-details/147139> (accessed: December 18, 2025).

¹⁸ *CAS 2022/A/9000 Giresunspor Kulübü Derneği v. Joseph Champness*, p. 15.

that Articles 14 and 14bis RSTP must be applied in light of the contractual framework and the actual payment obligations assumed by the club.¹⁹

Considering the jurisprudence, the concept of “monthly salary” within the meaning of Article 14bis RSTP is not limited solely to the basic salary but also encompasses other remuneration components agreed in the contract, such as signing bonuses, guaranteed payments and “performance related bonuses”. Furthermore, CAS and FIFA decisions demonstrate that once the player has formally put the club in default and alleged non-payment, the burden of proof shifts to the club, which must demonstrate that the relevant amounts were duly paid. Concerning the formal requirements of termination, the jurisprudence reveals a flexible approach where the notice of default does not expressly refer to Article 14bis RSTP, provided that the club was clearly informed of the outstanding amounts and granted a reasonable deadline to remedy the breach. In such cases, the player’s good faith and the specific circumstances of the dispute prevail over a strict and formalistic application of the provision.

2.3.2 Sporting Just Cause

Sporting just cause constitutes a specific and narrowly framed exception within the FIFA regulatory system, designed to address situations in which an established player is effectively deprived of meaningful sporting participation over a sustained period. Unlike financial just cause, which is linked to the club’s failure to fulfil its economic obligations, sporting just cause focuses on the sporting dimension of the employment relationship and the player’s legitimate interest in pursuing competitive activity at an appropriate level.

Article 15 of the RSTP reflects this approach by introducing objective criteria intended to distinguish ordinary sporting discretion from situations in which the absence of participation may justify termination. Simultaneously, the provision emphasises that sporting just cause must be assessed on a case-by-case basis, considering the player’s status, the reasons underlying the lack of participation and the broader context of the contractual relationship.²⁰

¹⁹ CAS 2023/A/9696 *Dalian Professional Football Club Co. v. Sam Larsson*, paras. 106–107. Retrieved from: <https://jurisprudence.fifa.com/issue-details/138802> (accessed: December 18, 2025).

²⁰ FIFA, Regulations on the Status and Transfer of Players (RSTP), Article 15.

For the purposes of Article 15 RSTP, sporting just cause is reserved for players who qualify as established professionals and whose participation in official matches remains marginal when assessed over the course of a season. The regulation introduces a quantitative benchmark based on the proportion of official matches in which the player has effectively participated, while simultaneously imposing a strict temporal requirement for the exercise of the termination right following the end of the relevant sporting season.

CAS and FIFA jurisprudence underline that these criteria are not intended to operate automatically. The assessment must consider the reasons for the lack of participation, including whether it results from injury, tactical decisions, or other objectively justified circumstances, as well as the player's overall role within the squad. Accordingly, sporting just causes arise only where the absence of participation cannot be explained by legitimate sporting considerations and instead reflects a sustained deprivation of competitive opportunity.²¹

The applicability of sporting just cause further depends on whether the player qualifies as an established professional within the meaning of the FIFA regulatory framework. Although the Regulations do not provide an autonomous definition of this concept, CAS and FIFA practice have consistently linked its assessment to the player's age and stage of professional development, drawing guidance from the criteria used in the context of training compensation.

In this regard, jurisprudence indicates that the status of an established player cannot be determined in a purely abstract manner. While age constitutes a relevant reference point, it does not operate as an automatic threshold. Instead, the assessment must consider the player's individual sporting trajectory, prior competitive experience and integration within the professional environment. As a result, the determination of established player status remains inherently case-specific and must be evaluated in light of the concrete circumstances of each dispute.

²¹ FIFA, Commentary on the Regulations on the Status and Transfer of Players, referring to RSTP Annex 4 and related jurisprudence.

CAS and FIFA jurisprudence confirm that sporting just cause is a right exclusively granted to players and may not be relied upon by clubs.²² Moreover, the mere lack of sporting participation does not automatically justify termination, as the assessment must consider the reasons for such lack of participation. Where the reduced participation results from injury or other justified circumstances, sporting just cause will not arise.²³ Finally, decisions indicate that a player who validly terminates the contract on sporting grounds may be entitled to compensation, and that prior notice to the club may be considered when determining the amount of compensation awarded.²⁴

2.3.3 Deregistration or Non-registration of a Player

This section examines termination of a player's contract with just cause on the ground of violation of the player's right to work. Within the framework of an employment contract, the club's obligations are not limited solely to the proper payment of remuneration. The club is also required to enable the player to effectively pursue his professional activity. Disputes concerning alleged violations of the player's right to work are typically subject to a full review before the CAS in appeal proceedings, where the panel reassesses both the facts and the law of the case without being limited by the reasoning of the first-instance decision.²⁵ Measures such as deregistration from the A team list, exclusion from the squad, registration with a reserve or B team, or failure to issue the player's licence for the relevant season may constitute a violation of the player's right to work and may entitle the player to terminate the contract with just cause.²⁶

The deregistration of a player, or the failure to issue the player's licence for the relevant season, may have particularly severe consequences within the context of professional football employment. By preventing the player from being eligible to participate in official competitions, such measures may effectively preclude the

²² FIFA Dispute Resolution Chamber, Decision of 2 March 2023, employment-related dispute concerning the player A, para. 53. Retrieved from: https://digitalhub.fifa.com/m/70ed05a7a5311161/original/032377_02032023.pdf (accessed: 18 December 2025).

²³ CAS 2020/A/7370 *Antalyaspor A.S. v. Aatif Chabechoube*, paras. 7, 78–79.

²⁴ CAS and FIFA jurisprudence recognising the relevance of prior notice in the assessment of compensation following termination for sporting just cause.

²⁵ Mavromati, 2023, pp. 23–24.

²⁶ CAS and FIFA jurisprudence on the club's obligation to enable the player to pursue his professional activity.

player from the sporting activity that constitutes the very object of the employment contract.

CAS and FIFA jurisprudence indicate that deregistration may, in itself, amount to serious interference with the player's right to work, particularly where the club is unable to demonstrate that the situation is temporary, reversible or justified by objective sporting or regulatory reasons. In such circumstances, deregistration has been treated as a decisive factor capable of justifying termination of the contract with just cause.²⁷

FIFA DRC decisions consistently hold that deregistration of a player is, in principle, sufficient to justify termination with just cause, as it de facto prevents the player from being eligible to play for the club.²⁸ This conclusion is further reinforced where the club fails to demonstrate that the deregistration can be remedied or where it expressly confirms that the player will not be fielded for the remainder of the season. In such circumstances, the club's conduct is interpreted as a clear lack of interest in retaining the player's services.²⁹

CAS jurisprudence adopts a similar approach, emphasising that deregistration combined with the club's silence in response to the player's legitimate enquiries aggravates the situation and may independently justify premature termination.³⁰ In practice, violations of the right to work may arise through various forms, including relegation to a reserve team without sporting justification, exclusion from collective training sessions, forced individual training, deregistration while the player remains contractually bound, or refusal to issue the player's licence.

When assessing such cases, CAS and FIFA examine whether the club can rely on valid sporting or disciplinary reasons, whether the player notified the club of the violation, and whether adequate professional conditions were maintained despite the exclusion. In this context, established jurisprudence recognises that a player's

²⁷ FIFA decisions recognising the distinction between sporting discretion and unlawful exclusion.

²⁸ FIFA Dispute Resolution Chamber, Decision of 13 May 2024, Keith Nah, para. 41. Retrieved from: https://digitalhub.fifa.com/m/1a619dd9694ea71b/original/Nah_13052024.pdf (accessed: December 18, 2025).

²⁹ FIFA Dispute Resolution Chamber, Decision of 13 May 2024, Keith Nah, para. 42.

³⁰ *CAS 2018/A/5771 Al Wakra FC v. Gastón Maximiliano Sangoy*; *CAS 2018/A/5772 Gastón Maximiliano Sangoy v. Al Wakra FC*, para. 153. Retrieved from: <https://jurisprudence.fifa.com/issue-details/40281> (accessed: December 18, 2025).

fundamental rights under an employment contract extend beyond the timely payment of remuneration to include access to training and a genuine opportunity to compete in official matches, and that measures such as deregistration or exclusion from team activities, even if limited in time, may therefore amount to an absolute bar to competition and constitute a breach of contract capable of justifying termination with just cause.³¹ Unlike other grounds for termination, jurisprudence frequently indicates that prior notice is not a strict requirement in cases involving serious violations of the right to work. Such conduct is often qualified as bad faith behaviour within the meaning of Article 14(2) RSTP.³²

2.3.4 Other Compelling Reasons

In addition to the grounds examined above, CAS and FIFA jurisprudence recognise other compelling reasons which may entitle a player to terminate the employment contract with just cause. These grounds are not exhaustively listed and must be assessed in light of the specific circumstances of each case. In practice, two situations are most frequently encountered: the club's failure to safeguard the player's health and the failure to secure the necessary residence, visa or work permits required for the player to lawfully perform his professional activity.

Within the framework of an employment contract, the club is under an obligation to exercise due care concerning the player's health and to provide appropriate medical treatment where required. CAS jurisprudence has confirmed that a club's failure to ensure adequate medical care, despite being aware of the player's injury, may amount to a breach of contractual obligations capable of justifying termination with just cause.³³ Such conduct undermines the mutual trust underlying the employment relationship and places the player's professional career at risk. However, CAS has also adopted a restrictive approach where the alleged failure to provide treatment does not reach a sufficient level of seriousness. In this respect, it has been held that not every deficiency in medical assistance constitutes a material breach, particularly where the infringement cannot be characterised as severe or systematic.³⁴

³¹ de Weger, 2016, p. 260.

³² FIFA, Regulations on the Status and Transfer of Players (RSTP), Article 14(2), and related jurisprudence.

³³ CAS jurisprudence recognising failure to provide medical treatment as a breach of contractual obligations where the club is aware of the player's injury.

³⁴ FIFA, Commentary on the Regulations on the Status and Transfer of Players, p. 135.

Another frequently invoked ground concerns the club's obligation to secure the necessary administrative authorisations enabling the players to work legally in the relevant country. The provision of residence permits, visas and work permits falls within the club's sphere of responsibility, especially where the player is recruited from abroad. FIFA DRC decisions demonstrate that the failure to obtain or maintain such permits may prevent the player from performing his contractual duties and therefore constitutes just cause for termination. In this context, the Chamber has clarified that the mere issuance of a visa does not constitute conclusive evidence of contractual execution, as visas primarily represent administrative formalities and do not automatically reflect compliance with contractual obligations.³⁵

Considering the foregoing, CAS and FIFA jurisprudence adopt a flexible and case-specific approach when assessing other compelling reasons for termination. The decisive factor remains whether the club's conduct results in a serious and unjustified impediment to the player's ability to pursue his professional activity, thereby rendering the continuation of the contractual relationship unreasonable.

3 Legal Consequences of the Termination with Just Cause

The termination of a player's employment contract with just cause does not merely bring the contractual relationship to an end but also triggers a series of legal consequences under the FIFA regulatory framework.³⁶ These consequences extend beyond the immediate dissolution of the contract and may encompass financial liability, sporting sanctions, and the subsequent professional status of the player.

The nature and scope of these consequences depend on the grounds upon which termination is based, the conduct of the party's following termination, and the specific regulatory provisions applicable to the dispute. As a result, assessing the legal effects of termination with just cause requires a contextual analysis that considers both the regulatory objectives of contractual stability and the factual circumstances of the individual case.

³⁵ FIFA Dispute Resolution Chamber, Decision of 24 July 2025, Joao Pedro Oliveira, para. 44. Retrieved from: https://digitalhub.fifa.com/m/9323d0b67e8620e/original/Pedro-Oliveira_24072025.pdf (accessed: December 18, 2025).

³⁶ FIFA, Regulations on the Status and Transfer of Players (RSTP), Article 17.

Pursuant to Article 17 of the RSTP, the breach of a player contract may give rise to financial consequences in the form of compensation and, in certain circumstances, sporting sanctions. The provision sets out the criteria to be taken into account when calculating compensation for breach of contract and expressly provides that sporting sanctions may be imposed in addition to financial liability.³⁷ In assessing both compensation and sporting sanctions, it is of particular importance to determine whether the player is within the protected period, as this may directly affect the scope and severity of the consequences arising from the termination.

Beyond financial and disciplinary consequences, termination with just cause also results in the player becoming free from his contractual obligations towards the former club. As a result, the player is entitled to register with a new club without the consent of the former club, subject to the applicable registration periods. Accordingly, the legal consequences of termination with just cause extend beyond compensation and sanctions and directly affect the player's contractual status within the football transfer system.

This section therefore examines the legal consequences of termination with just cause, namely compensation, sporting sanctions and the player's free status, in light of CAS and FIFA jurisprudence.

3.1 Compensation Under FIFA Regulations

Within the framework outlined above, Article 17 of the RSTP governs the financial consequences arising from the termination of an employment contract with just cause. FIFA and CAS jurisprudence consistently apply the objective criteria set out in the regulation in order to ensure a proportional and non-punitive assessment of compensation, while preserving the principle of contractual stability within the football transfer system.

In this context, compensation is calculated by reference to the residual value of the contract, the relevance of any subsequent employment concluded by the player, the specificity of sport and the circumstances of the breach, including whether it occurred within the protected period. Where the employment contract contains a

³⁷ FIFA, Regulations on the Status and Transfer of Players (RSTP), Article 17(1)–(4).

clause governing the financial consequences of termination, such provision may serve as a relevant reference point under Article 17, provided that it reflects the true intention of the parties and does not lead to a disproportionate or punitive outcome, as consistently recognised in CAS and FIFA jurisprudence.

3.2.1 Compensation Payable by the Club

3.2.1.1 Where the Player Signs with a New Club

This subsection examines the calculation of compensation payable by the club in cases where the player signs an employment contract with a new club following termination with just cause. Article 17 of the RSTP establishes that compensation shall, as a general rule, correspond to the residual value of the prematurely terminated contract, unless the player enters a new contractual relationship after termination.³⁸ In such cases, the income earned under the new contract must be considered when calculating compensation.

Accordingly, where the player signs with a new club, the compensation payable by the former club is calculated by deducting the remuneration earned under the new contract from the residual value of the terminated contract. This method reflects the principle of mitigation of damages and is commonly referred to in CAS and FIFA jurisprudence as ‘mitigated compensation’.³⁹ The objective is to prevent unjust enrichment while ensuring that the player is compensated only for the actual loss suffered as a result of the contractual breach.

FIFA DRC decisions consistently confirm that, in the absence of overdue payables triggering additional compensation, the residual value of the contract constitutes the starting point for the calculation.⁴⁰ CAS jurisprudence follows the same approach, emphasising that the residual value must be determined on the basis of the amounts contractually due after termination, including fixed remuneration components such as guaranteed salaries and housing allowances. Variable or conditional benefits are

³⁸ FIFA, Regulations on the Status and Transfer of Players (RSTP), Article 17.

³⁹ CAS 2022/A/8859 *Kayserispor A.Ş. v. Harrison Manzala Tusungama*, para. 150. Retrieved from: <https://jurisprudence.fifa.com/issue-details/141894> (accessed December 18, 2025).

⁴⁰ FIFA Dispute Resolution Chamber, Decision of 18 July 2025, *Matheus Alisson Oliveira dos Santos*, paras. 34–36. Retrieved from: https://digitalhub.fifa.com/m/f7f1572d243a137/original/Oliveira-dos-Santos_18072025.pdf (accessed: December 18, 2025).

generally excluded unless their payment was unconditional and contractually guaranteed.

Where termination occurs due to non-payment of remuneration, Article 17 of the RSTP further provides for additional compensation equivalent to three months' salary, which may be increased up to six months' salary in particularly serious circumstances. However, even in such cases, the total compensation awarded may not exceed the residual value of the terminated contract.⁴¹ This approach was confirmed by the CAS and FIFA in several cases, where it was held that the residual value of the contract constitutes the starting point for the calculation of compensation, subject to mitigation through subsequent employment. In particular, the CAS emphasised that income earned under a new contract must be deducted in order to avoid unjust enrichment, while ensuring that the injured party is compensated only for the actual loss suffered.

3.2.1.2 Where the Player Does Not Sign with Any Club

Where the player does not sign an employment contract with a new club following termination with just cause, the method for calculating compensation differs from cases involving subsequent employment. In practice, such situations may arise where termination occurs outside a registration period, where the player continues his career in amateur football, or where the player ceases his professional activity altogether.

In the absence of new employment, FIFA jurisprudence consistently holds that the compensation payable corresponds to the full residual value of the terminated contract. In such circumstances, the remuneration contractually due to the player after the termination date becomes immediately payable and is fully considered for the purposes of calculating compensation. Accordingly, the termination date constitutes the relevant reference point, and all amounts scheduled to be paid thereafter are deemed to have fallen due as of that date.⁴²

⁴¹ CAS 2022/A/8859 *Kayserispor A.Ş. v. Harrison Manzala Tusungama*, para. 151.

⁴² FIFA Dispute Resolution Chamber, Decision of 23 July 2025, Isaac Donkor, paras. 37–38. Retrieved from: https://digitalhub.fifa.com/m/6ac354b0480d2885/original/Donkor_23072025.pdf (accessed: December 18, 2025).

FIFA DRC decisions confirm that, where no mitigating income exists, awarding the full residual value of the contract constitutes a reasonable and justified measure of compensation for breach of contract.⁴³ CAS jurisprudence further clarifies that, although players are subject to a general duty to mitigate their losses, the burden of proof rests with the club to demonstrate that the player deliberately failed to seek new employment or unreasonably refused suitable contractual offers.⁴⁴ Where the club is unable to discharge this burden, the player cannot be penalised for remaining without a new contract, and no reduction of compensation is justified on mitigation grounds.⁴⁵ This position has been consistently upheld in CAS jurisprudence, where panels have ruled that a club seeking a reduction of compensation on mitigation grounds must demonstrate that the player failed to make reasonable efforts to find new employment or rejected concrete and suitable offers. In this context, CAS has also acknowledged that the absence of subsequent employment may result from circumstances other than a lack of diligence on the part of the player, such as the continuation of the career at amateur level or the decision to end professional activity altogether. In the absence of proof establishing a failure to mitigate, the player's entitlement to the full residual value of the contract remains unaffected.

3.2.2 Compensation Payable by the Player

This section examines compensation payable by the player in cases where the employment contract is terminated due to the player's breach. Pursuant to Article 17 of the RSTP, the party found to be in breach of the contract may be ordered to pay compensation to the injured party. Accordingly, where a player terminates the contract without just cause, or where the club validly terminates the contract due to the player's breach, the player may be held liable for compensation. In addition, imposing sporting sanctions is possible; however, these consequences are addressed separately under the relevant heading.

In practice, cases in which players are ordered to pay compensation remain relatively rare. CAS and FIFA jurisprudence demonstrate that such liability arises primarily where the player has unilaterally terminated the contract without just cause,

⁴³ FIFA Dispute Resolution Chamber, Decision of 23 July 2025, Isaac Donkor, para. 38.

⁴⁴ FIFA, Commentary on the Regulations on the Status and Transfer of Players, 2023 edition, p. 184.

⁴⁵ *CAS 2023/A/10016 Future FC v. Taylor Dianisie*, paras. 90–91. Retrieved from: <https://jurisprudence.fifa.com/issue-details/144195> (accessed: December 18, 2025).

particularly during the protected period. In these circumstances, compensation is assessed in accordance with the criteria set out in Article 17 of the RSTP, including the remaining value of the contract, any new employment concluded by the player, the specificity of sport, and whether the breach occurred within the protected period.

CAS jurisprudence confirms that calculating compensation payable by the player does not automatically follow a “positive interest” or transfer-value-based approach. In *CAS 2017/A/4935 FC Shakhtar Donetsk v. Zinchenko*, the Panel emphasised that, in the absence of a liquidated damages clause, compensation must be determined strictly based on the objective criteria contained in Article 17. The Panel rejected attempts to link the player’s alleged market value or subsequent transfer fee to the calculation of compensation and held that training compensation and solidarity mechanisms already serve to reward the club’s investment. As a result, compensation payable by the player must remain proportionate, fact-specific, and aligned with the overarching principle of contractual stability.⁴⁶

3.3 Sporting Sanctions

Sporting sanctions may arise as a legal consequence of terminating an employment contract in breach of contractual obligations. Pursuant to Article 17 of the RSTP, the party found to have breached the contract may be subject not only to an obligation to pay compensation, but also to sporting sanctions, which constitute one of the most severe disciplinary measures within the FIFA regulatory framework.

For players, sporting sanctions take the form of a ban from participating in official matches for a specified period. Under the RSTP, a player who terminates a contract without just cause may be sanctioned with a ban of up to four months, which may be extended to six months in the presence of aggravating circumstances. A key condition for imposing such sanctions is that the breach must have occurred within the protected period. Where the breach is committed outside the protected period, sporting sanctions are generally not imposed, although disciplinary measures may still be applicable under other regulations. If notice of the decision imposing the

⁴⁶ *CAS 2017/A/4935 FC Shakhtar Donetsk v. Olexandr Vladimirovich Zinchenko*, FC UFA & FIFA, award of 19 December 2017, paras. 192–198. Retrieved from: <https://jurisprudence.fifa.com/issue-details/40492> (accessed: December 18, 2025).

sanction is given to the player between the last official match of a season and the first official match of the subsequent season, the ban shall commence from the first official match following the next registration period.

Concerning clubs, Article 17(4) of the RSTP provides that a club found to have terminated a contract without just cause may be sanctioned with a ban on registering new players, both nationally and internationally, for two entire and consecutive registration periods. During this period, the club is prohibited from registering any new players for the first team. Similar to sanctions imposed on players, the effective application of the sanction generally starts from the registration period following the decision, to ensure its practical enforceability.

CAS and FIFA jurisprudence demonstrates that sporting sanctions are applied restrictively and only in exceptional circumstances. In particular, decisions consistently emphasise the importance of assessing whether the breach occurred within the protected period and whether aggravating factors are present. In cases where a club has repeatedly breached employment contracts without just cause, FIFA bodies have not hesitated to impose registration bans in order to safeguard contractual stability within the football system.⁴⁷

3.4 Free Player Status Following Termination with Just Cause

One of the principal legal consequences of terminating an employment contract with just cause is the player's release from contractual obligations, resulting in the player acquiring free status. Whether the termination is affected by the player or by the club, the existence of just cause leads to dissolve the contractual bond and enables the player to negotiate freely with a new club.

As long as a valid employment contract exists, a player cannot be transferred to another club without the current club's consent. This restrictive framework was fundamentally reshaped by the landmark Bosman ruling, which introduced the principle of free movement of players within the European Union and significantly strengthened players' contractual autonomy, thereby permanently altering the

⁴⁷ FIFA Dispute Resolution Chamber, Decision of 3 July 2025, Danilo Moreno Asprilla, paras. 43–45. Retrieved from: https://digitalhub.fifa.com/m/4235f3e63e48b49d/original/Moreno-Asprilla_03072025.pdf (accessed: December 18, 2025).

regulatory landscape of professional football within the EU.⁴⁸ Following the termination of a contract for any reason, including termination with just cause, the player becomes free to conclude a new employment contract and to be registered by the new club.

Where a contract is terminated with just cause, no compensation or sporting sanctions shall be imposed on the terminating party. In practice, once the competent federation is notified of the termination and registered in the FIFA Transfer Matching System (TMS), the player may be registered by a new club without requiring the former club's approval.

A further issue that arises in connection with a player's free status concerns training compensation. Pursuant to Article 20 of the RSTP, training compensation is generally payable when a player is registered for the first time as a professional or when a professional is transferred before the end of the season of their twenty-third birthday. However, an important exception applies where the employment contract has been terminated by the club without just cause. According to established CAS and FIFA jurisprudence, such termination produces the same legal effects as a termination with just cause by the player. Consequently, where a player terminates the contract with just cause and subsequently signs with a new club, no training compensation shall be due, provided that the relevant conditions are met.

Nevertheless, it should be emphasised that the absence of an obligation to pay training compensation does not affect the liability for contractual compensation arising from a breach of contract. In other words, the exemption from training compensation in cases of termination with just cause does not prejudice any claim for damages under Article 17.

4 Conclusion and Recommendations

With the continued globalisation and commercialisation of football, employment contracts have become one of the most significant sources of legal disputes within international sports law. The relationship between clubs and players is governed primarily by the FIFA Regulations on the Status and Transfer of Players (RSTP) and

⁴⁸ Blackshaw, 2017, p. 4.

further shaped by the extensive jurisprudence of the FIFA Dispute Resolution Chamber (DRC) and the CAS. Within this framework, termination of an employment contract with just cause constitutes one of the most sensitive and consequential mechanisms affecting contractual stability.

This study has demonstrated that employment contracts are characterised by their specific and atypical nature, combining elements of employment law with the unique characteristics of sport. Contractual stability represents a cornerstone of the international football transfer system and unilateral termination is therefore treated as an exceptional remedy. FIFA regulations and CAS jurisprudence consistently emphasise that termination with just cause is permissible only where a serious breach of essential contractual obligations renders the continuation of the employment relationship unreasonable. In this context, the principle of *pacta sunt servanda* plays a central role, reinforcing the expectation that contracts must be respected and that early termination should remain a measure of *ultima ratio*.

The grounds for termination with just cause by clubs and players have been developed primarily through jurisprudence rather than detailed regulatory provisions. From the club's perspective, the most frequently encountered grounds include player misconduct, unjustified absence or desertion, and conduct amounting to a serious breach of contractual duties. CAS and FIFA decisions confirm that poor sporting performance, lack of playing time or injury suffered in the course of employment do not, as a rule, constitute just cause for termination. In particular, the subjective nature of sporting performance and the inherent risks associated with professional football preclude their automatic qualification as valid grounds for termination.

Conversely, players may rely on several recognised grounds for termination with just cause. The most prominent among these is the non-payment or improper payment of remuneration as codified in Article 14bis RSTP. Jurisprudence demonstrates that persistent and substantial salary arrears, coupled with prior notice granting the club an opportunity to remedy the breach, generally entitled the player to terminate the contract with just cause. Additionally, sporting just cause under Article 15, violations of the player's right to work, and other compelling reasons, including the failure to provide medical treatment or to secure the legal authorisations required for

employment, have been acknowledged by CAS and FIFA, subject to a case-by-case assessment.

A recurring theme throughout CAS and FIFA jurisprudence is the requirement that termination should follow a proportional and procedural approach. Prior notice, the opportunity to remedy the breach and assessing alternative measures short of termination play a decisive role in determining whether just cause exists. Simultaneously, jurisprudence recognises that in exceptional circumstances where the contractual relationship has irretrievably broken down, immediate termination may be justified without prior notice.

The legal consequences of termination with just cause are primarily governed by Article 17. Compensation constitutes the most significant consequence and is designed to redress the damage caused by the contractual breach while safeguarding contractual stability. Calculating compensation involves a multifactorial assessment including the residual value of the contract, mitigation of damages through new employment, the specificity of sport and whether the breach occurred within the protected period. CAS and FIFA jurisprudence consistently treat breaches committed during the protected period as aggravating factors, reflecting the regulatory objective of enhanced contractual protection during the early stages of the employment relationship.

Sporting sanctions, although provided for under Article 17 of the RSTP, are applied restrictively in practice. Both CAS and FIFA demonstrate a cautious approach, reserving such sanctions for cases involving serious breaches within the protected period and repeated contractual violations. This restrained application underscores the exceptional nature of sporting sanctions and their function as a deterrent rather than a routine consequence.

Finally, termination with just cause results in the player acquiring free status, enabling registration with a new club without the consent of the former club. Jurisprudence further clarifies that the obligation to pay training compensation does not arise in cases of termination with just cause attributable to the club. At the same time, such termination does not preclude the injured party from claiming compensation for breach of contract.

Although CAS and FIFA jurisprudence consistently underline that termination with just cause should remain a measure of *ultima ratio*, the present analysis indicates that an overly formalistic application of this principle may, in certain situations, conflict with the dynamic realities of professional football. In particular, the strict requirement to issue prior notice and allow an opportunity to remedy the breach does not always sufficiently consider the limited duration of registration periods and the time-sensitive nature of clubs' strategic decision-making processes. While the requirement of prior notice undoubtedly serves an important protective function, insisting on its application in every case risk overlooking situations in which the continuation of the contractual relationship can no longer reasonably be expected. In such circumstances, recognising the legitimacy of immediate termination without prior notice would allow for a more realistic and balanced approach, better aligned with both contractual stability and the practical functioning of the football transfer system.

In light of the foregoing analysis, this study concludes that the existing regulatory framework provides a coherent but jurisprudence driven system for assessing termination with just cause. However, the reliance on case law rather than detailed regulatory provisions creates a degree of legal uncertainty. It is therefore recommended that FIFA consider further clarifying the procedural and substantive requirements for termination with just cause within the RSTP, particularly concerning notice requirements and the differentiation between minor and serious breaches. Such clarification would enhance legal predictability while preserving the necessary flexibility to accommodate the unique dynamics of professional football.

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