



Arbitration CAS 2015/A/3907 Al Ittihad Club v. FC Girondins de Bordeaux, award of 13 July 2015

Panel: Mr Michele Bernasconi (Switzerland), Sole Arbitrator

Football

Non-payment of an installment due under a transfer agreement

Novation

Characterisation of a settlement agreement

Res judicata effect of a settlement agreement

Counterclaim

1. The original payment obligation, as well as the original due date, can only be altered in case it was the intention of the parties to do so, *i.e.* to cancel the original obligation and to replace it with a new obligation, in other words if the parties intend to *novate* such original obligation. Only under these circumstances, the original payment obligation ceases to exist and is replaced by the new payment obligations. Under Swiss law, a novation (*novatio*) exists where a debt is settled by contracting a new debt relationship. However, pursuant to article 116 of the Swiss Code of Obligations, such a novation is not presumed.
2. The mere conclusion of a settlement agreement for an existing debt does not legally replace the existing debt, but rather stipulates a deferral of payment by defining payment modalities for this existing debt.
3. Under Swiss law, a settlement between parties can, if at all, only have a binding effect similar to a *res judicata*, if it is put to protocol by a Court or an Arbitral Tribunal, and therefore formally acknowledged by a judiciary authority.
4. Under the applicable version of the CAS Code, in the course of Appeal proceedings, no counter-appeal or counter-claim can be lodged.

I. PARTIES

1. Al Ittihad Club (“Al Ittihad” or the “Appellant”) is a football club with its registered office in Jeddah, Saudi Arabia. Al Ittihad is registered with the Saudi Arabian Football Federation (the “SAFF”), which in turn is affiliated to the Fédération Internationale de Football Association (the “FIFA”).

2. FC Girondins de Bordeaux (“Bordeaux” or the “Respondent”) is a football club with its registered office in Bordeaux, France. Bordeaux is registered with the French Football Federation (*Fédération Française de Football*, the “FFF”) which in turn is also affiliated to FIFA.

II. FACTUAL BACKGROUND

A. Background Facts

3. Below is a summary of the main relevant facts, as established on the basis of the parties’ written submissions and the evidence examined in the course of the present appeals arbitration proceedings. This background is made for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.
4. It has remained undisputed that on 1 August 2011, Bordeaux and Al Ittihad concluded a transfer agreement (the “Transfer Agreement”), according to which the player G. was transferred from Bordeaux to Al Ittihad for a transfer compensation of EUR 1’700’000.-.
5. The transfer compensation was to be paid as follows:
 - EUR 1,000,000.- upon signature of the Transfer Agreement;
 - EUR 700,000.- on 1 August 2012.
6. It has equally remained undisputed that the parties have concluded a settlement agreement on 17 February 2014 (the “Settlement Agreement”), providing for the payment of the total amount of EUR 754,178.08 in nine instalments as from 5 March 2014 and that such Settlement Agreement provided that in case of failure to make payment of one instalment, the overall outstanding amount would fall due. Likewise, it has remained undisputed that the Appellant failed to pay the first instalment under the Settlement Agreement and that also the amount of EUR 700’000 has so far remained unpaid.

B. Proceedings before the Single Judge of the FIFA Players’ Status Committee

7. On 13 September 2012, Bordeaux lodged a claim against Al Ittihad before the FIFA Player’s Status Committee, alleging that it had not received payment of the second instalment due under the Transfer Agreement. Therefore, Bordeaux requested payment of an amount of EUR 700,000 from Al Ittihad.
8. In its response to the claim lodged by Bordeaux, Al Ittihad confirmed having a debt towards Bordeaux of EUR 700,000 and proposed to settle the matter in an amicable way.
9. On 23 July 2013, Bordeaux informed FIFA that the parties were trying to reach an amicable settlement.

10. On 17 March 2014, Bordeaux communicated to FIFA that the parties could not reach an amicable settlement and requested that a decision be taken by FIFA. Bordeaux requested FIFA to condemn Al Ittihad to pay the amount of EUR 700,000, plus interest at a rate of 5% *p.a.* as from 1 August 2012.
11. Bordeaux also submitted to FIFA a letter, signed by Al Ittihad and dated 19 February 2014, in which the legal representative of Al Ittihad stated that Al Ittihad accepted to settle the dispute amicably and proposed to pay to Bordeaux 9 monthly instalments of EUR 83,797.56 each, starting as from 5 March 2014. Said letter mentioned that in case Al Ittihad were to be late in paying one instalment, the total remaining value would be due immediately.
12. In a position submitted to FIFA on 16 April 2014, Al Ittihad did not amend its previous statement and apologised again for not being able to meet its contractual obligations.
13. On 26 August 2014, the Single Judge of the FIFA Players' Status Committee (the "FIFA PSC Single Judge") rendered its decision (the "Appealed Decision") with, *inter alia*, the following operative part:
 - "1. The claim of [Bordeaux] is partially accepted.
 2. [Al Ittihad] has to pay to [Bordeaux], within 30 days as from the date of notification of this decision, the total amount of EUR 700,000, plus 5% interest per year on the said amount from 2 August 2012 until the date of effective payment.
 3. Any further claims lodged by [Bordeaux] are rejected.(...)"
14. On 14 January 2015, the grounds of the Appealed Decision were communicated to the parties, determining, *inter alia*, the following:
 - "(...) the Single Judge noted that, on 1 August 2011, [Bordeaux] and [Al Ittihad] had concluded a transfer agreement (...) which provided for [Bordeaux] to receive from [Al Ittihad] EUR 1,700,000 as transfer fee as follows: EUR 1,000,000 upon signature of the agreement as well as EUR 700,000 on 1 August 2012.
 - In continuation, the Single Judge acknowledged that, in its claim to FIFA, [Bordeaux] had requested from [Al Ittihad] the payment of the second instalment of the transfer fee due amounting to EUR 700,000 as well as interest as from 1 August 2012, arguing that the transfer fee had not yet been paid by [Al Ittihad].
 - Equally, the Single Judge observed that, for its part, [Al Ittihad] had acknowledged owing the sum of EUR 700,000 to [Bordeaux] and had offered to pay the amount in question in instalments whereas no amicable settlement could eventually be reached between the parties.
 - With the aforementioned considerations in mind, taking into account the legal principle of *pacta sunt servanda*, which in essence means that agreements must be respected by the parties in good faith,

considering that [Al Ittihad] had admitted not having paid the last instalment of the transfer fee to [Bordeaux], the Single Judge concluded that [Al Ittihad] must fulfil its obligations established in the agreement and consequently, pay to [Bordeaux] the outstanding amount of EUR 700,000.

- *In conclusion, the Single Judge decided that the claim of [Bordeaux] is partially accepted and [Al Ittihad] has to pay to [Bordeaux] the amount of EUR 700,000 plus 5% interest on the said amount as from the day following the due date of the relevant instalment, i.e. on 2 August 2012.*

(...)”.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

15. On 4 February 2015, the Appellant filed a statement of appeal, together with five exhibits, with the Court of Arbitration for Sport (the “CAS”). In its statement of appeal, the Appellant submitted the following requests for relief:

- “1. *To accept this appeal against the decision rendered by the FIFA Dispute Resolution Chamber dated 26th of August 2014.*
2. *To adopt an award annulling the said decision and adopting a new one declaring that:*
 - a. *the case is referred back to the FIFA Players’ Status Committee for the latter to award an interest over the due amount as from the date in which the decision at stake is rendered, instead of as from the 2 August 2012 (in line with FIFA’s Judicial Bodies long-standing jurisprudence,*
 - b. *OR, alternatively, for the present CAS Panel to render a new decision awarding interests on the due amount only as from the date in which the Decision rendered, i.e. the 26th of August 2014,*
3. *To fix a sum of 10,000 CHF to be paid by the Respondent to the Appellant, to help the payment of its legal fees and costs.*
4. *To condemn the Respondent to the payment of the whole CAS administration costs and the Arbitrators fees”.*

16. On 13 February 2015, the Appellant filed its Appeal Brief, in accordance with Article R51 of the Code of Sports-related Arbitration (the “CAS Code”). This document contained a statement of the facts and legal arguments, and was accompanied by two additional exhibits.

17. The Appellant challenged the Appealed Decision, submitting the following requests for relief:

- “1. *To accept this appeal against the decision of the FIFA Single Judge of the Players Status Committee dated the 26th of August 2014.*
- 2.1. *To adopt an award declaring the nullity of the Decision and adopting a new one declaring that the Appellant must pay to the Respondent the amount of 700,000.00 Euro with no interests over the principal amount.*

OR, *ALTERNATIVELY*

- 2.2. *To adopt an award declaring the nullity of the Decision and adopting a new one declaring that the Appellant must pay to the Respondent the amount of 700,000.00 Euro plus 5% interest per year on the said amount as from the 17th of February 2014.*
 3. *To condemn the Respondent to the payment of the whole CAS administration costs and the Panel fees”.*
18. On 4 March 2015, the Respondent filed its Response, together with eight exhibits.
 19. In its Response, the Respondent submitted the following requests for relief:
“To confirm the Single Judge Decision dated 26 August 2014
Consequently,
To condemn Al Ittihad Club to pay the Girondins:
 - *the principal amount of EUR 754.178.08 due under the settlement agreement dated 17 February 2014,*
 - *plus 5% interest per year on the principal amount (EUR 700,000) from the 18 February 2014 or at least from the 05 March 2014, to the date of the effective payment”.*
 20. Furthermore, due to the long delay suffered by the Respondent and with regard to the Appellant’s alleged bad faith, Respondent requested to be awarded EUR 100,000 as damages plus EUR 5,000 as lawyer fees.
 21. By letters dated 9 March 2015 and, respectively, 12 March 2015, both parties confirmed that they did not request a hearing to be held in the present matter.
 22. By letters dated 10 April 2015 and, respectively, 14 April 2015, both parties submitted duly signed Orders of Procedure.

IV. JURISDICTION

23. The jurisdiction of CAS, which is not disputed, derives from Article 67(1) of the FIFA Statutes (2012 edition) as it determines that “[a]ppeals against final decisions passed by FIFA’s legal bodies and against decisions passed by Confederations, Members or Leagues shall be lodged with CAS within 21 days of notification of the decision in question” and Article R47 of the CAS Code.
24. The jurisdiction of CAS is further confirmed by the Order of Procedure duly signed by both the parties.
25. It follows that CAS has jurisdiction to decide on the present dispute.

26. Under Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law and he may issue a new decision that replaces the challenged decision.

V. ADMISSIBILITY

27. The appeal was filed within the 21 days set by Article 67(1) of the FIFA Statutes (2012 edition). The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fees.
28. It follows that the appeal is admissible.

VI. APPLICABLE LAW

29. 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, the application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

30. The Sole Arbitrator notes that Article 66(2) of the FIFA Statutes stipulates the following:

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

31. The application of the various regulations of FIFA and subsidiarily of Swiss law has not been disputed by the parties. The Sole Arbitrator is therefore satisfied to accept the subsidiary application of Swiss law, should the need arise to fill a possible gap in the various regulations of FIFA.

VII. MERITS

A. The Submissions of the Parties

32. In its Appeal Brief, the Appellant acknowledged that on 1 August 2011, Appellant and Respondent concluded the Transfer Agreement in relation with the transfer of the services of the professional football player G., of Brazilian nationality, from the Respondent to the Appellant, for a transfer fee of EUR 1,700,000.
33. The Appellant stated that the transfer fee was to be paid as follows:
- EUR 1,000,000.- upon signature of the transfer agreement;

- EUR 700,000.- on or before 1 August 2012.
- 34. The Appellant further explained that it had paid in due time the first instalment, but that its former management had then abruptly abandoned the club, leaving a rather chaotic financial situation. When taking over the club, the new board of directors of the Appellant had its hands tied, since the debts incurred were overwhelming and unaffordable in the light of the Appellant's financial capacities. In essence, this was the reason for the Appellant's failure to make payment of the second instalment under the Transfer Agreement. The Appellant held, in this respect, that due explanations had been provided to the Respondent.
- 35. According to the Appellant, the Respondent nevertheless legitimately filed a claim before the judicial bodies of FIFA with regard to the payment of the second instalment.
- 36. The Appellant further stated that the parties then entered into a settlement agreement (the "settlement agreement") on 17 February 2014, which, according to general principles of law superseded any previous contractual arrangement entered by and between the parties.
- 37. The Appellant argued that the Appealed Decision wrongly ruled that interests over the outstanding amount of EUR 700,000 were awarded as from 2 August 2012. According to the Appellant, the FIFA PSC Single Judge failed to take into consideration the settlement agreement that the parties had entered into.
- 38. The Appellant held that as from the date on which such agreement was concluded and communicated to the judicial bodies of FIFA, any previous circumstances surrounding the dispute among the parties could not be taken into consideration anymore. Accordingly, only the terms of the settlement agreement should be evaluated when rendering a decision, in case such agreement would not be respected in full.
- 39. In particular, according to the Appellant, the FIFA PSC Single Judge is prevented from drawing back to circumstances before 17 February 2014 (*i.e.* the date on which the settlement agreement was concluded) and from taking into consideration any fact which occurred prior to said date. The Appellant held that when the settlement agreement was authenticated before the judicial instance where the procedure at stake was taking place (*i.e.* before the FIFA PSC Single Judge), it was given the force of *res judicata*.
- 40. Since the Appealed Decision nevertheless awarded interest as from 2 August 2012, the Appellant held that it contravenes general legal principles and lacks completeness and accuracy. Since a settlement agreement had been concluded, the due amount had to be considered as due from the date when the settlement agreement stipulated that it would be due, *i.e.* as of 5 March 2014.
- 41. In this regard, the Appellant also referred to a decision taken by the FIFA Dispute Resolution Chamber, according to which no interest would be awarded in case a debtor shows its goodwill. According to the Appellant, and with further reference to a decision of the FIFA Players' Status Committee, this applies in particular when parties try to amicably resolve a dispute and enter into a settlement agreement; the Appellant held that in such circumstances, FIFA does not

award interest at all. Accordingly, the Appellant expressed its view that these principles should also be applied in the matter at hand.

42. Overall, the Appellant therefore concluded that it cannot be considered in debt towards the Respondent for the disputed amount as from 1 August 2012, but only as from 5 March 2014.
43. On the other hand, in support of its requests for relief, the Respondent first confirmed that the parties had entered into the Transfer Agreement, as described by the Appellant. The Respondent explained that it lodged a claim against the Appellant, because it had not received payment of the second instalment of EUR 700,000, due as per 1 August 2012.
44. The Respondent stated that in its response during the FIFA proceedings, the Appellant confirmed having a debt towards the Respondent in the amount of EUR 700,000 and that Appellant proposed to settle the matter amicably. The Respondent explained that it accordingly informed FIFA that the parties were trying to reach an amicable settlement, which was eventually done on 17 February 2014.
45. Based on the Settlement Agreement, according to the Respondent, the Appellant accepted the following terms:
 - Payment of the total amount of EUR 754,178.08, including principal and interest, to be paid in 9 instalments of EUR 83,797.56 each, from 5 March 2014 until 5 November 2014;
 - Each payment has to be made at the latest on the 5th of each month;
 - The interest part is due from 1 August 2012, date of the first payment, until 17 February 2014, the date on which the amicable settlement was concluded;
 - The parties agreed that the total value remaining would be due immediately as soon as Al Ittihad would be late in paying one instalment.
46. According to the Respondent, on 6 March 2014, the Appellant failed to pay the first instalment. Therefore, the Respondent reverted to FIFA, requesting payment of an amount of EUR 700,000 as well as interest at a rate of 5% *p.a.* as from 1 August 2012.
47. The subsequent decision of the FIFA PSC Single Judge was, according to the Respondent, taken in accordance with the terms of the settlement agreement. In particular, the additional amount of EUR 54,178.08 (on top of the amount of EUR 700,000) represented the interest calculated on the principal debt of EUR 700,000 from 1 August 2012 to 17 February 2014.
48. Therefore, the Respondent stated that today, the Appellant is misinterpreting the terms of the settlement agreement, and that also the jurisprudence referred to by the Appellant had no similarities to the present case. In addition, the Respondent held that the Appellant never disputed the quantum of the principal debt until today, but it had never truly showed goodwill to live up to its payment obligations.

B. The Main Issues

49. In the Sole Arbitrator's view, the underlying issue of the present case is straightforward.
50. First, the Sole Arbitrator notes that in principle, none of the parties has disputed the facts as they have been established in the Appealed Decision.
51. In particular, it has remained undisputed by the Appellant that the second instalment in the amount of EUR 700,000, due under the Transfer Agreement, has never been paid by the Appellant. Likewise, it has remained undisputed that on 17 February 2014, the Settlement Agreement was concluded between the parties and that the Appellant failed to make payment of the first instalment due under this Settlement Agreement, with the consequence that the totality of the outstanding amounts would immediately be due.
52. The issue in dispute between the parties solely pertains to the question whether the – as such undisputed – interest at a rate of 5% shall be due as per 2 August 2012, as established in the Appealed Decision, or whether another *dies a quo* applies for the payment of interest, notably in view of the conclusion of the Settlement Agreement between the parties on 17 February 2014 and in view of the due date of the first instalment thereunder, *i.e.* 5 March 2014.
53. In this regard, the Sole Arbitrator recalls the main relevant facts:
 - The second instalment under the transfer agreement in the amount of EUR 700,000 was due as per 1 August 2012, but has never been paid by the Appellant;
 - On 17 February 2014, the Appellant and the Respondent concluded the Settlement Agreement, under which a total amount of EUR 754,178.08 had to be paid in nine instalments of EUR 83,797.56 each, from 5 March 2014 until 5 November 2014;
 - In case one of the instalments under the Settlement Agreement would not be paid, the entire outstanding amount shall become due;
 - The instalment, due as per 5 March 2014, was not paid by the Appellant.
54. The Appealed Decision awarded payment to the Respondent of an amount of EUR 700,000, plus interest at a rate of 5% as per 2 August 2012. While the rate of interest is not subject to dispute between the parties, the *dies a quo* is contested.
55. In particular, the Sole Arbitrator is asked to establish whether interest runs as from 2 August 2012 or as from a later date and, if so, as from which.
56. To this end, one has to consider the nature and the meaning of the Settlement Agreement, and in particular its effects, if any, *vis-à-vis* the original payment obligation of the Appellant towards the Respondent in an amount of EUR 700,000.
57. The Sole Arbitrator is of the view that the original payment obligation, as well as the original due date would only be altered in case it was the intention of the parties to do so, *i.e.* to cancel

the original obligation and to replace it with a new obligation, in other words if the parties intended to *novate* such original obligation by means of the Settlement Agreement. Only under these circumstances, the original payment obligation would have ceased to exist and it would have been replaced by the new payment obligations (*cf.* AEPLI V., Obligationenrecht, Zürcher Kommentar, Teilband V 1h, Das Erlöschen der Obligation, Zürich 1991, N 5 *ad* article 116 of the Swiss Code of Obligations, CO).

58. Under Swiss law, a novation (*novatio*) exists where a debt is settled by contracting a new debt relationship. However, pursuant to article 116 CO, such a novation is not presumed (article 116 CO: "*Where a new debt relationship is contracted, there is no presumption of novation in respect of an old one*"). In other words, the burden to prove that the Settlement Agreement of 17 February 2014 caused the original transfer agreement to cease to exist and, accordingly, that the new payment obligations replaced the original payment obligations, lies with the Appellant.
59. It is the Sole Arbitrator's view that for the below reasons, the Appellant has not satisfied this burden and that accordingly the Settlement Agreement has not caused a novation of the original obligations under the Transfer Agreement.
60. First, according to legal doctrine, the mere conclusion of a settlement agreement for an existing debt does not legally replace the existing debt, but rather stipulates a deferral of payment by defining payment modalities for this existing debt (*cf.* GONZENBACH R., Basler Kommentar, Obligationenrecht I, N 3 and 6 *ad* article 116 CO). Applied to the present case, the Settlement Agreement of 17 February 2014 did not replace the obligation of the Appellant under the Transfer Agreement to make payment of the instalment, due since 1 August 2012, but rather it defined how the Appellant, in view of its previous failure to make such payment, should now live up to its still existing obligation.
61. In addition, the Sole Arbitrator is comforted in his view by the fact that the aggregate amount due under the Settlement Agreement, *i.e.* the amount of EUR 754,178.08, precisely reflects the original amount of EUR 700,000, plus the accrued interest since 2 August 2014 until 17 February 2014.
62. Moreover, the Sole Arbitrator notes that if today, as requested by the Appellant, interest would be awarded on the amount of EUR 700,000 only as from 5 March 2014 or as from 26 August 2014, the effective amount, which the Appellant would have to pay to the Respondent would again be reduced compared to the amount stipulated in the Settlement Agreement. The Sole Arbitrator is convinced that such cannot have been the intention of the parties when concluding such agreement.
63. Therefore, the Sole Arbitrator is convinced that the Settlement Agreement of 17 February 2014 did not have the result that the original obligation of the Appellant to pay an amount of EUR 700,000 as per 1 August 2012 ceased to exist, nor that this was the underlying intention of the parties.
64. In this respect, the Sole Arbitrator also disagrees with the view of the Appellant that the Settlement Agreement would somehow have the effect of *res judicata* and that the Sole Arbitrator

would be prevented from taking into account the still existing, underlying debt of EUR 700,000, due since 1 August 2012. In particular, the Sole Arbitrator recalls that under Swiss law, a settlement between parties can, if at all, only have a binding effect similar to a *res judicata*, if it is put to protocol by a Court or an Arbitral Tribunal, and therefore formally acknowledged by a judiciary authority (*cf.* article 241 of the Swiss Code on Civil Procedure).

65. Accordingly, once the Appellant failed to make payment of the first due instalment under the settlement agreement, the original payment obligation fully lived up again, *i.e.* the Appellant was again obliged to immediately make payment of EUR 700,000, together with the applicable interest at the undisputed rate of 5%. Since such payment was due as per 1 August 2012, the first day after this due date, *i.e.* 2 August 2012, constitutes the *dies a quo* for the payment of interest.
66. In this respect, the Sole Arbitrator further notes that the decisions of FIFA bodies, submitted by the Appellant in support of its conclusions, are of no relevance for the matter at hand because they are based on different factual backgrounds. Further, the Sole Arbitrator, in view of the past failures of the Appellant to honour its financial obligations towards the Respondent, is not convinced of the Appellant's true goodwill to honour its payment obligations. Moreover, because in light of the above-described provisions of the Transfer Agreement, the *dies a quo* in this matter can be clearly established, the Sole Arbitrator sees no reason to award interest only as from the date on which the Appealed Decision was rendered.
67. Overall, therefore, by failing to make payment of the first instalment due under the settlement agreement, the Appellant became obliged again to pay to the Respondent an amount of EUR 700,000 together with interest at a rate of 5% as from 2 August 2012, as it was established in the Appealed Decision.
68. Accordingly, the Sole Arbitrator fully upholds the decision rendered by the FIFA PSC Single Judge. In consequence, the Appeal of the Appellant is rejected.
69. With regard to the prayers for relief submitted by the Respondent, in particular with regard to the claim for damages in an amount of EUR 100,000 lodged by the Respondent against the Appellant, the Sole Arbitrator recalls that under the applicable version of the CAS Code, in the course of Appeal proceedings, no counter-Appeal or counter-claim can be lodged (see CAS 2010/A/2193, at para. 6.3; CAS 2011/A/2331, at para. 6.3; CAS 2012/A/2707, at paras. 42, 45, 76). As a consequence, the counter-claim of the Respondent to be awarded an amount of EUR 100,000 as damages is inadmissible. Besides, it may be noted that the claim has hardly been substantiated by the Respondent.
70. Finally, only for the sake of completeness, the Sole Arbitrator notes, when analysing the further financial claims of the Respondent (*i.e.* to be awarded the "*principal amount of EUR 754,178.08 (...) plus 5% interest per year on the principal amount from the 18 February 2014*"), this equals to the amount granted under the Appealed Decision, *i.e.* to be awarded payment of an amount of EUR 700,000 plus interest at a rate of 5% *p.a.* as from 2 August 2012. In consequence, the Sole Arbitrator interprets this request for relief as equivalent to the primary request for relief of the Respondent, *i.e.* to confirm the Appealed Decision.

C. Conclusion

71. Based on the foregoing, and after taking into due consideration all the evidence produced and all arguments submitted, the Sole Arbitrator finds that the Respondent is entitled to receive from the Appellant an amount of EUR 700,000, plus interest at a rate of 5% as from 2 August 2012.
72. Therefore, the Sole Arbitrator decides to dismiss the Appeal of the Appellant and to confirm the Appealed Decision.
73. The Sole Arbitrator further decides that the Respondent's claim for damages in an amount of EUR 100,000 against the Appellant is inadmissible.
74. Any further claims or requests for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 4 February 2015 by Al Ittihad Club against the Decision issued on 26 August 2014 by the Single Judge of the Players' Status Committee of the Fédération Internationale de Football Association is dismissed.
 2. The Decision issued on 26 August 2014 by the Single Judge of the Players' Status Committee of the Fédération Internationale de Football Association is confirmed.
 3. The counter-claim of FC Girondins de Bordeaux against Al Ittihad Club lodged in the Answer to the Appeal filed on 4 March 2015 is inadmissible.
- (...)
6. All other motions or prayers for relief are dismissed.