



Arbitration CAS 2014/A/3702 Panthrakikos Football Club v. Ilie Dumitrescu, award of 10 July 2015

Panel: Mr Mark Hovell (United Kingdom), President; Mr Rui Botica Santos (Portugal); Mr José Juan Pintó (Spain)

Football

Termination of contract between a football club and a coach without just cause

Authorization to provide witness testimony at the hearing via Skype

After consideration of the arguments put forth by both sides and a balancing of the procedural rights of both parties, the Panel can decide, pursuant to R44.2(4) and R57 of the CAS Code, to allow parties to provide witness testimony at the hearing via Skype.

I. PARTIES

1. Panthrakikos Football Club (hereinafter referred to as the “Club” or the “Appellant”) is a professional football club with its registered office in Komotini, Greece and is affiliated to the Hellenic Football Federation (hereinafter referred to as “the HFF”), which is in turn affiliated to the Fédération Internationale de Football Association (hereinafter referred to as “FIFA”).
2. Ilie Dumitrescu (hereinafter referred to as the “Coach” or the “Respondent”) is a Romanian football coach.

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts and allegations based on the parties’ written submissions, the FIFA file, pleadings and evidence adduced at the hearing. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the parties in the present proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.
4. On 26 April 2009, the Respondent entered into an employment agreement with the Appellant (hereinafter referred to as the “Contract”) in the position of ‘Head Coach’ of the Appellant’s team for the seasons 2009/10 and 2010/11.

5. In relation to basic payments, the Contract had the following clauses:

“2.(i) For the 1st year of collaboration, 2009-2010, the coach will get the total amount of one hundred fifty five thousand euros (155,000 euros), payable as follows:

- deposit of twenty thousand euros (20.000,00 euros) on 08-05-2009,*
- thirty [sic] thousand euros (35.000,00 euros) up to 20-07-2009 and*
- one hundred thousand euros (100.000,00 euros) in ten equal monthly installments (of ten thousand euros) payable the first ten days of the month; starting in August 2009 and ending in May 2010.*

...

3.(i) For the 2nd year of collaboration, 2010-2011 the coach will get the total amount of one hundred eighty five thousand euros (185,000 euros), payable as follows:

- deposit of thirty five thousand euros (35.000,00 euros) up to 31-05-2010,*
- deposit of fifty thousand euros (50.000,00€) up to 31-07-2010 and*
- one hundred thousand euros (100.000,00 euros) in ten equal monthly installments (of ten thousand euros) payable the first ten days of the month; starting in August 2010 and ending in May 2011 ”.*

6. In relation to termination, the Contract contained the following clauses:

“5. In case of an early termination of the collaboration of the two contracting parties with the responsibility of the P.A.E. [i.e. the Club] (removal of the coach), it should be given the amount of one hundred [sic] euros (100.000,00 euros) from the P.A.E. to the coach as compensation.

6. In case of an early termination of the collaboration of the two contracting parties with the responsibility of the coach (resignation for whichever reason), it should be given the amount of two hundred fifty thousand euros (250.000,00 euros) from the coach to the P.A.E. as compensation”.

7. On 26 or 27 August 2009, after the first match of the season held on 23 August 2009, the Club alleges that there were *“some incidents created by the problematic behaviour of the Respondent”* and the Club’s administration held a meeting the Coach, *“during which there was some tension and a quarrel”*.
8. The Coach alleges that at this meeting, he was verbally informed by the Club that he was fired from his position as Head Coach but was not given any reasons why. The Coach also alleges that he requested written confirmation of his removal, which the Club refused to provide him with. The Club disputes this and asserts that at this meeting, they *“did not tell the Respondent anything about terminating the Contract, since they did not have any such intention”*.
9. On 27 August 2009, the Club alleges that the Coach (together with his assistant coach Mr. Milea) went to the training centre of the Club and bid farewell to the players of the team announcing that they were leaving the Club and their positions. The Coach disputes this and

alleges that he was denied proper access to the Club's training camp and *"was only shortly allowed to say good bye to the players under the control of a representative of the Appellant in the locker room"*.

10. On 28 August 2009, the Coach and his assistant co-signed and sent a fax letter (hereinafter referred to as the "Coach's Letter") to the Club claiming that the Club had denied them access to the training camp and that *"nobody has informed us about the reason why we have been excluded from sporting and training activity of the Club"*. In this letter, the Coach gave notice to the Club of his wish to fulfil his obligations to the Club under the Contract.
11. On the same day, the Club alleges that the Coach held a press conference, in which the Coach *"attack[ed] the Appellant and its owner and announce[d] again that he was leaving the Appellant and the team"*.
12. On 29 August 2009, the Club sent an extrajudicial statement to the Coach, stating that the Club was terminating the Contract with just cause (hereinafter referred to as the "Termination Letter"). The Club asserts that just cause arose from *"the absence of the Coach from his duties without any justification or notification for two days right before a difficult away match and also the unacceptable and utterly offensive statements made by the Respondent against the Appellant and its owner that had broken the necessary trust between the employer and employee and had made the continuation of the employment relationship impossible"*.
13. In the Termination Letter, pursuant to Article 6 of the Contract, the Club requested the Coach to proceed with the payment of EUR 250,000 as compensation for breaching the Contract and also requested the refund of the payments of EUR 35,000 made to the Coach as an advance payment on 5 August 2009.
14. On 31 August 2009, the Club officially announced the appointment of Mr. Albert Cartier as the new Head Coach of the Club.

III. PROCEEDINGS BEFORE THE FIFA PLAYERS' STATUS COMMITTEE

15. On 23 September 2009, the Coach lodged a claim at the FIFA Players' Status Committee (hereinafter referred to as the "FIFA PSC") against the Club, alleging that the latter had unlawfully terminated the Contract without just cause and claimed a total compensation of EUR 110,000 as follows:
 - EUR 10,000 corresponding to the salary of August 2009, plus interest of 5% on this amount as from 10 August 2009; plus
 - EUR 100,000 as compensation for breach of contract on the basis of clause 5 of the Contract, plus interest of 5% on this amount as from 27 August 2009.
16. On 12 October 2010 the Club lodged a counter-claim against the Coach and claimed a total compensation of EUR 266,250, as follows:

- EUR 250,000 as compensation for breach of contract under clause 6 of the Contract; plus
- EUR 16,250 corresponding to the difference between the salaries they believed the Club owed to the Coach and how much they actually paid him.

17. On 19 March 2013, the Single Judge of the FIFA PSC rendered a decision (hereinafter referred to as the “Appealed Decision”) as follows:

1. *“The claim of the Claimant / Counter-Respondent, Ilie Dumitrescu, is partially accepted.*
2. *The Respondent / Counter-Claimant, Panthrakikos FC, has to pay to the Claimant / Counter-Respondent, Ilie Dumitrescu, within 30 days as from the date of notification of the present decision, the amount of EUR 10,000 as outstanding salary, together with an interest of 5% per year from 11 August 2009 until the date of effective payment.*
3. *Furthermore, the Respondent / Counter-Claimant, Panthrakikos FC, has to pay to the Claimant / Counter-Respondent, Ilie Dumitrescu, within 30 days as from the date of notification of the present decision, the amount of EUR 100,000 as compensation for breach of contract, together with an interest of 5% per year from 19 March 2013 until the date of effective payment.*
4. *If the aforementioned amounts under points 2 and 3 above are not paid within the aforementioned deadline, the present matter shall be submitted, upon request, to FIFA’s Disciplinary Committee for consideration and a formal decision.*
5. *Any further claims lodged by the Claimant / Counter-Respondent, Ilie Dumitrescu, are rejected.*
6. *The counterclaim of the Respondent / Counter-Claimant, Panthrakikos FC, is rejected.*
7. *The final costs of the proceedings in the amount of CHF 20,000 are to be paid by the Respondent / Counter-Claimant, Panthrakikos FC, within 30 days as from the date of notification of the present decision, as follows:-*
 - 7.1 *The amount of CHF 16,000 has to be paid to FIFA. Considering that the Respondent / Counter-Claimant already paid an amount of CHF 5,000 as advance of costs for its counter-claim, the latter has to pay the remaining amount of CHF 11,000...*
 - 7.2 *The amount of CHF 4,000 has to be paid directly to the Claimant / Counter-Respondent, Ilie Dumitrescu.*
8. *The Claimant / Counter-Respondent, Ilie Dumitrescu, is directed to inform the Respondent / Counter-Claimant, Panthrakikos FC, immediately and directly of the account number to which the remittance under points 2, 3 and 7.2 above is to be made and to notify the Players’ Status Committee of every payment received”.*

18. On 22 July 2014, the parties were notified of the Appealed Decision.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

19. On 11 August 2014, the Club filed a Statement of Appeal with the Court of Arbitration for Sport (hereinafter referred to as the “CAS”) in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (hereinafter referred to as the “CAS Code”).

20. In the Statement of Appeal, the Club made the following requests for relief from CAS:

- “1. to set aside the challenged decision;*
- 2. to establish that the termination of the employment contract by the Appellant on 29 August 2009 was made with just cause, since the Respondent had breached his contract and that, as a result, the Respondent is liable to pay the Appellant compensation for breach of contract;*
- 3. to condemn the Respondent to pay the Appellant the following amounts:*
 - 250,000 euros or, alternatively, any amount that the Panel would consider appropriate, as compensation for the breach of contract, plus 5% interest from 29 August 2009 until the effective date of payment;*
 - 16,250 euros for the part of the advance payment that needs to be returned to the Appellant, plus 5% interest from 29 August 2009 until the effective date of payment;*
- 4. to condemn the Respondent to the payment in the favour of the Appellant of the legal expenses incurred;*
- 5. to establish that the costs of arbitration procedure shall be borne by the Respondent.*

Subsidiarily, and only in the event that the above is rejected:

- 1. to set aside the challenged decision;*
- 2. to rule that the Appellant is not liable to pay any compensation, any salary and/or any amount whatsoever to the Respondent;*
- 3. to condemn the Respondent to the payment in the favour of the Appellant of the legal expenses incurred;*
- 4. to establish that the costs of the arbitration procedure shall be borne by the Respondent.*

Subsidiarily, and only in the event that the above is rejected:

- 1. to set aside the challenged decision;*
- 2. to rule that the compensation payable by the Appellant to the Respondent, if any, shall be lower than the one awarded by the challenged decision;*
- 3. to condemn the Respondent to the payment in the favour of the Appellant of the legal expenses incurred;*

4. to establish that the costs of the arbitration procedure shall be borne by the Respondent”.

21. In the Statement of Appeal, the Appellant nominated Mr. Rui Botica Santos, attorney-at-law from Lisbon, Portugal, as an arbitrator in this dispute.
22. On 21 August 2014, the Respondent wrote to the CAS Court Office nominating Mr. José Juan Pintó, attorney-at-law from Barcelona, Spain, as an arbitrator in this dispute.
23. On 22 August 2014, the CAS Court Office wrote to the parties confirming that, pursuant to R32(2) of the CAS Code, a 5 day extension was granted to the Appellant to submit their Appeal Brief.
24. On 27 August 2014, pursuant to R51 of the CAS Code, the Appellant filed its Appeal Brief with the CAS Court Office.
25. On 1 September 2014, the CAS Court Office provided a copy of the Appeal Brief and supplementary exhibits to the Respondent and pursuant to R55 of the CAS Code, provided the Respondent a 20 day deadline to submit his Answer to the Appeal Brief.
26. On 2 September 2014, the Respondent wrote to the CAS Court Office requesting that the time limit for the filing of his Answer be fixed only after the Appellant paid their advance of costs.
27. On 3 September 2014, the CAS Court Office wrote to the parties confirming that the original time limit for the Respondent to submit his Answer to the Appeal Brief was set aside, and a new time limit would be fixed once the Appellant's share of the advance of costs had been paid.
28. On 15 October 2014, the CAS Court Office wrote to the parties confirming the Appellant's payment of its share of the advance of costs. Further, pursuant to R55 of the CAS Code, the CAS Court Office provided the Respondent a 20 day deadline to submit his Answer to the Appeal Brief.
29. On 16 October 2014, the Respondent wrote to the CAS Court Office requesting that the time limit for the filing of his Answer be fixed only after the Appellant made the full payment of the advance of costs and not just their share. The Respondent argued that it was very likely that the Appellant would not be able to make the second payment of the share of costs and the Respondent did not want to incur significant legal costs in case the arbitration procedure were to suddenly terminate due to the Appellant's inability to pay the remaining costs.
30. On 23 October 2014, as the Appellant had no objection to it, the CAS Court Office wrote to the parties confirming that the time limit for the Respondent to submit his Answer to the Appeal Brief set out in their letter dated 15 October 2014 was set aside, and a new time limit would be fixed once the Appellant had paid the Respondent's share of costs.
31. On 31 October 2014, the CAS Court Office wrote to the parties confirming that the Appellant had paid the second share of the advance of costs and accordingly, the Respondent had a 20 day deadline to submit his Answer to the Appeal Brief.

32. Further, the CAS Court Office, on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the parties that a panel of three arbitrators had been constituted as follows: Mr. Mark A. Hovell, President of the Panel and Mr. Rui Botica Santos and Mr. José Juan Pintó, arbitrators.
33. On 17 November 2014, the Respondent wrote to the CAS Court Office requesting an extension of 5 days to submit his Answer to the Appeal Brief.
34. On 19 November 2014, the CAS Court Office wrote to the parties confirming that the Respondent was granted a 5 day extension to submit his Answer to the Appeal Brief.
35. On 25 November 2014, pursuant to R55 of the CAS Code, the Respondent filed his Answer to the Appeal Brief with the CAS Court Office.
36. On 26 November 2014, the CAS Court Office wrote to both parties requesting them to confirm by 3 December 2014 whether they wish to hold a hearing in this dispute.
37. On 28 November 2014, the Respondent wrote to the CAS Court Office confirming his wish for a hearing to be heard in this dispute.
38. On 3 December 2014, the Appellant wrote to the CAS Court Office confirming its wish for a hearing to be heard in this dispute.
39. On 11 December 2014, upon request from the Panel, the CAS Court Office wrote to FIFA requesting a copy of the complete case file related to this dispute as well as a copy of the complete case file related to Mr. Alexandru Milea, who was the assistant coach at the Club.
40. On 18 December 2014, FIFA sent the complete case file related to the dispute between the parties to the CAS Court Office. However, FIFA stated that it was unable to provide the CAS Court Office with a copy of the complete case file related to Mr. Milea unless both the Appellant and Mr. Milea approved to the disclosure of the documents.
41. On 19 December 2014, the CAS Court Office wrote to the parties and requested the counsel for the Respondent (who also represented Mr. Milea before the FIFA PSC) to provide the CAS Court Office with the contact details for Mr. Milea. Further, the Appellant was invited to inform the CAS Court Office whether it was opposed to FIFA providing the CAS Court Office with a copy of the requested file for Mr. Milea.
42. On 22 December 2014, the counsel for the Respondent wrote to the CAS Court Office informing them that he was not in possession of the contact details of Mr. Milea as he had not had any communication with him since April 2013.
43. On 23 December 2014, the CAS Court Office provided the parties with a copy of the FIFA file.
44. On 5 January 2015, the Appellant wrote to the CAS Court Office confirming that they had no objection to FIFA disclosing the complete case file in relation to Mr. Milea.

45. On 14 January 2015, the CAS Court Office wrote to FIFA confirming the Appellant's consent and also informed them that they have not been able to contact Mr. Milea as they could not obtain his contact details. FIFA then wrote to the CAS Court Office providing them with the latest contact details they had on file for Mr. Milea.
46. On 16 January 2015, the CAS Court Office sent a letter to Mr. Milea via DHL to the address provided to them by FIFA.
47. On 30 January 2015, the CAS Court Office wrote to the parties advising them that DHL were unable to locate Mr. Milea and accordingly, the Panel renounced its request for the complete FIFA case file related to Mr. Milea.
48. Further, the CAS Court Office, on behalf of the Panel, noted that the Appellant had submitted an affidavit for Mr. Nikolaos Baharidis but did not summon him as a witness for the hearing. Accordingly, the CAS Court Office requested the Respondent to state by 9 February 2015 or before, whether he objected to Mr. Baharidis being exempted to appear at the hearing as a witness for the Appellant.
49. On 6 February 2015, the Respondent acknowledged receipt of the CAS Court Office letter dated 30 January 2015 and wrote to the CAS Court Office objecting to the appearance of Mr. Baharidis as a witness at the hearing. The Respondent stated that although Mr. Baharidis provided a signed affidavit in the Appeal Brief, the Appellant failed to summon him as a witness in the Appeal Brief. Accordingly, the Respondent argued that the Appellant should not be allowed to subsidiarily summon Mr. Baharidis as a witness. Further, the Respondent requested the Panel to disregard the affidavit of Mr. Baharidis as "null and void" as neither the Panel nor the Respondent would be able to cross examine the witness.
50. On 13 February 2015, the Appellant wrote to the CAS Court Office confirming that Mr. Baharidis would be available to act as a witness at the hearing, via Skype.
51. On 17 February 2015, the CAS Court Office wrote to the parties and informed the Respondent that Mr. Baharidis would be participating in the hearing as a witness via Skype.
52. On 18 February 2015, the Respondent wrote to the CAS Court Office and once again reiterated his objection to both the consideration of the affidavit of Mr. Baharidis and his participation in the hearing. The Respondent again requested that the Panel disregard the affidavit of Mr. Baharidis as being null and void and prohibit him from providing testimony as a witness at the hearing. Moreover, the Respondent stated that they believed the appearance of Mr. Baharidis at the hearing would amount to a violation of the Respondent's procedural rights.
53. On 20 February 2015, the CAS Court Office wrote to the parties acknowledging the Respondent's letter dated 18 February 2015 regarding the objection to Mr. Baharidis' participation in the hearing (and the subsequent disregarding of his affidavit) and requested the Appellant to provide their response to this.

54. On 24 February 2015, the Appellant wrote to the CAS Court Office requesting the Panel to allow the presence of Mr. Baharidis as a witness at the hearing and rejected the Respondent's argument that allowing Mr. Baharidis to testify at the hearing would be a violation of the procedural rights of the Respondent. Moreover, the Appellant stated that the non-consideration of Mr. Baharidis' testimony would actually amount to a violation of the procedural rights of the Appellant, notably his right to be heard.
55. On 3 March 2015, after careful consideration of the arguments put forth by both sides and a balancing of the procedural rights of both parties, the Panel decided that, pursuant to R44.2(4) and R57 of the CAS Code, Mr. Baharidis would be allowed to provide witness testimony at the hearing via Skype. The CAS Court Office wrote to the parties and informed them that the Appellant would not be permitted to examine Mr. Baharidis as a witness at the hearing, since the Appellant did not call him as a witness. However, the Panel will examine him and the Respondent would be granted the opportunity to cross-examine him on the basis of his affidavit.

V. THE HEARING

56. On 5 December 2014, the CAS Court Office informed the parties that the Panel had determined to convene a hearing.
57. In view of the parties' unavailability for the dates previously proposed, a hearing was held on 16 March 2015 at the CAS Court Office in Lausanne, Switzerland. The Panel was assisted by Ms. Pauline Pellaux, Counsel to the CAS. In addition to the Panel, the following persons attended the hearing:
 - i. Club: Mr. Konstantinos Zemberis, counsel, Mr. Diamantis Nasoudis (in person) and Mr. Nikolaos Baharidis (by Skype), as witnesses and Mr. Elpiniki Parra, interpreter;
 - ii. Coach: The Coach (by Skype) and Mr. Gianpaolo Monteneri and Ms. Anna Smirnova, both counsel.
58. The parties were given the opportunity to present their cases, to make their submissions and arguments and to answer questions posed by the Panel. After the parties' final, closing submissions, the hearing was closed and the Panel reserved their detailed decision to this written Award.
59. Upon closing the hearing, the parties expressly stated that they had no objections in relation to their right to be heard and that they had been treated equally in these arbitration proceedings. The Panel had carefully taken into account in their subsequent deliberation all the evidence and the arguments presented by the parties, both in their written submissions and at the hearing, even if they have not been summarised in the present Award.

VI. THE PARTIES' SUBMISSIONS

A. Appellant's Submissions

In summary, the Club submitted the following in support of its Appeal:

60. The Coach's allegations *"that the Appellant fired him by orally terminating the employment contract signed between him and the Appellant on 26 April 2009 and at the same time denied him access to the training camp are totally false, untrue, groundless and evident of the Respondent's bad faith"*. Moreover, the Coach bears the burden of proof to substantiate his allegations and he has failed to overcome this burden as he has not provided any evidence to substantiate his claims.
61. The Club also argued that it was in fact the Coach who abandoned the team and left the Club and the behaviour and actions of the Coach, most notably in the press conference in which he verbally attacked the Club, amounted to a material breach of the Contract and permitted the Club to terminate the Contract with just cause.
62. Accordingly, the Club claimed that the Coach should be held liable to compensate the Club in the amounts of EUR 250,000 (pursuant to clause 6 of the Contract) and EUR 16,250 which corresponds to the difference in salary that the Club believes it owed to the Coach and the amount they actually paid.
 1. *The Respondent's allegations that he was verbally fired by the Club*
63. The Club denied the allegations made by the Coach regarding verbally firing him during a meeting. Moreover, the Club noted that the Coach has not produced any evidence substantiating his allegations against the Club.
64. The Appellant acknowledged that there was a meeting between the President of the Club and the Coach. Whilst there was a lot of "tension" and a "fight", there was no termination of the Coach's Contract.
65. The Club alleged that it was actually the Coach who then decided to leave the team and their version of events was corroborated by Mr. Nikolaos Baharidis and Mr. Diamantis Nasoudis. In his signed affidavit, Mr. Baharidis, who was the captain of the Appellant's team at the time, stated that:

"...one day towards the end of August 2009, Mr. Dumitrescu came to training together with his assistant Mr. Milea and instead of training the team, he told us, to our surprise, that he decided to leave and that he would never be training the team again and bid us farewell. In fact, when he was asked by some player why he was leaving, he said that the administration does not recognize their value and does not appreciate his work as much as it should".
66. Further, in his signed affidavit, Mr. Nasoudis, who was a member of the technical staff of the Appellant's team at the time, stated that:

“...the last time I saw him, he had come to the training centre of the team together with his assistant Mr. Milea and bid farewell to the players and us and told us that he decided to leave the team because the administration did not appreciate his work and his value as coach, as much as it should. Following that and after he told us that he would not train the team again, he left without training the team”.

2. *The Respondent’s allegations that he was denied access to the Club’s training centre*

67. In relation to the Coach’s allegations that the Club denied the Coach and the assistant coach access to the training centre, the Club firstly notes that there was no evidence in the claim of the Coach before the FIFA PSC that the Coach and his assistant Mr. Milea, were ever denied access to the training centre of the Appellant.

68. Further, the Appellant notes that it does not have its own training centre and for this reason the team was using some football fields in the city of Komotini for training. Moreover, *“the access to the said football fields was unhindered and there was no guard and the trainings were open to everybody. Therefore, it is obvious that the Respondent could anyway not have been denied access to the training centre”.* This statement is supported by the testimony of Mr. Baharidis, who stated in his affidavit that *“the training centre that the team was using, had no guard and the entrance was open to everybody”.*

69. The Club also made note of the apparent contradiction in the Coach’s claims as on one hand, the Coach acknowledges that he had informed the players of his decision to leave and had bid farewell to the players but on the other hand, claims that he was not allowed access to the training centre. The Club submits that *“the fact that the Respondent had informed the players of his decision to leave and had bid farewell to the players, is an undisputed proof that he was not denied access to the training centre, but he was actually in the training centre on the 27 August 2009”.*

70. Moreover, in the Coach’s Letter sent to the Club on 28 August 2009, the Club noted that the Coach made no mention of being in the training centre, informing the players of their departure and bidding farewell to the players. In fact, the Coach stated that he and Mr. Milea had been prohibited from entering the training camp of the Club and having any contact with the squad. The Club averred that *“it was only afterwards, when he realised that the fact that he went to the training centre and informed the team of his departure and bid farewell to the players, could not be concealed, that the Respondent came with the belated argument that he was denied access to the training centre but he was only allowed to bid farewell to the team!!”*

71. The Club submitted that this clearly demonstrates the bad faith of the Respondent and proves without any doubt that the Coach was lying about being denied access to the training centre of the Appellant.

3. *The ‘problematic’ behaviour of the Coach*

72. The Club alleged that the Coach *“... had a quite problematic and arrogant behaviour and was often creating problems by the unacceptable way that he was talking to the players and the members of the technical and medical staff”.* The affidavits submitted by Mr. Baharidis and Mr. Nasoudis in the Appeal Brief support these allegations.

4. *The Club's right to terminate the Contract with just cause*

73. The Club submitted that it was the Coach who decided to abandon the team and *"instead of training the team he bid the team farewell and he left and actually disappeared and was not answering to any of the Appellant's phone calls"*.

74. Moreover, the Club submits that:

"Only after realising the consequences of his action and obviously following advice of his lawyer, the Respondent (who had most probably been informed that the Appellant was preparing a termination letter, following his unjustified breach) sent a letter to the Appellant (together with his assistant Mr. Milea) late in the evening of the 28 August 2009... pretending that the Appellant denied him access to the training centre".

75. Regarding the Coach's Letter, the Club once again pointed out that no reference was made in this letter to the alleged oral termination by the Club. Further, the Club went on to argue that:

"For the same reason, the Respondent ... belatedly argued before FIFA that his Contract was orally terminated by the Appellant, since, obviously following consultation with his lawyer, he realized that his decision to abandon the Appellant and leave, not only did not allow him to receive any amount of money, but even worse, it was making him liable to pay a big compensation to the Appellant, pursuant to the terms of the Contract" [emphasis added by the Club].

76. Moreover, the Club claimed that there is a further contradiction in the Coach's allegations. The Club made notes of the fact that the Coach claims in the Coach's Letter that:

"...the Appellant allegedly was not allowing him to enter the training camp of the Appellant and to contact the squad, without anybody from the Appellant to explain him why he was excluded from sporting and training activity of the Appellant, and he was asking the Appellant to inform him of its intentions, allegedly putting at the same time, as it is mentioned in the letter, his services at disposal of the Appellant".

77. The Club stated that this directly contradicts the Coach's allegations regarding his verbal termination because if the Coach was in fact verbally fired as he claims (a fact which the Club denies) then they would have expected this to have been mentioned in the Coach's Letter and moreover, he would not have questioned why he was excluded from conducting his duties as a coach. The Club stated that if he was actually verbally fired, then *"obviously the Respondent would have known the reason for such exclusion from "sporting and training activity of the club", since it would have been more than reasonable for a coach that was fired not to be accepted in a training camp, not to mention that, ... in such case the Respondent would not have managed to speak to the squad and bid the players farewell"*.

78. The Club submitted that this contradiction can be explained *"by the mere truth that ... there was no termination of the Contract by the Appellant and certainly the Respondent was not denied access to the training camp or contact with the team. The Respondent simply decided to leave and actually left the Appellant and abandoned his position and the team without any reason and without any notification to the Appellant whatsoever and he misled FIFA by presenting himself as the victim"*.

79. The Club also pointed out that Mr. Milea's claim before FIFA used the same allegations and arguments of the Coach and was rejected by the Single Judge of the FIFA PSC. At the hearing,

the Appellant explained the difference between the case of the Coach and that of Mr. Milea was that the Club had requested Mr. Milea remained at the Club, as he had not made any derogatory comments in the press about the Club, its officials or players.

80. The Coach, however, did make a press appearance on 28 August 2009 verbally attacking the Club, the President and the players. At the hearing, the Club stated that it was this that triggered the decision to terminate his Contract. It was now “impossible” to carry on employing the Coach. The Appellant made reference to Article 337 of the Swiss Code of Obligations (hereinafter referred to as the “SCO”) as authority to dismiss the Coach without warning where the employer : employee relationship had broken down and it was impossible to continue.
81. The Club asserted that the Coach has a track record of this behaviour as he “... *has repeatedly abandoned teams for which he was working, either to work for another club, or because he was annoyed by criticism or because he just thought that his work was not appreciated enough*”. On this point, the Club provided examples of the Coach resigning from his position as Coach from Alki FC, FCM Bacau, Apollon Limassol FC, AEK FC, Kallithea FC and Steaua Bucharest.
82. As a result of his departure from the Club, the Club asserts that the Coach failed to train the Club’s team on 27 and 28 August 2009, which was two days before an important match for the Club. Moreover, the Club alleged that the Coach did not answer or return phone calls from the Club and made defamatory statements to the press regarding the Club and its owner.
83. Accordingly, for all the reasons set out above, the Club submitted that the actions of the Coach amount to a material breach of the Contract. The Club argued that not only did the Coach breach the Contract but “... *the necessary trust between the Appellant (employer) and the Respondent (employee) had ceased to exist and therefore the continuation of the relationship had been reasonably made impossible*”. Therefore, the Club stated that they were within their rights to issue the Termination Letter and terminate the Contract with just cause.
84. Lastly, the Club reiterated that the Coach bears the burden of proof regarding the allegations he is making against the Club and the Club submits that the Coach has failed to provide any evidence or proof of the alleged unjust termination of the Contract or the alleged denial of access to the Club’s training centre.

5. *The Club’s claims for compensation*

85. The Club averred that due to the breach of the Contract by the Coach without just cause (for all the reasons outlined above), the Coach is liable to pay compensation to the Club in the amount of EUR 250,000, pursuant to clause 6 of the Contract. At the hearing, the Club suggested that, in the alternative, it should get at least what it would have had to pay had it been in breach i.e. EUR 100,000, pursuant to clause 5 of the Contract.
86. Moreover, the Club asserted that the Coach should also repay EUR 16,250 to the Club in ‘overpaid’ salaries. The Club states that the Coach should only have received salaries for 3 months (i.e. June, July and August 2009) as the Contract was terminated on 29 August 2009. According to the Club, as the Coach’s total annual salary for the first year of the Contract was

EUR 155,000, three months of the Coach's yearly salary amounted to EUR 38,750. The Club made two payments to the Coach totalling EUR 55,000. Accordingly, the Club claimed that the Coach should repay the difference of EUR 16,250 back to the Club. The Club referred to Article 339 of the SCO, by which the Coach must return any advances of salary on termination of the Contract.

87. At the hearing, the Club were keen to emphasise that the salary for the first year was EUR 155,000. The Coach has insisted on receiving EUR 55,000 as "advances", with the balance being divided up in equal instalments. Whilst this was not typical, the Club agreed. The EUR 55,000 was not, however, a type of signing on fee that a player or a coach might get in addition to his monthly salaries. If it was, it would have been labelled as such and split equally over the two years of the Contract. Finally, the Club asked the Coach to sign for the advances and the receipt stated "*advanced payments against salaries*".

B. Respondent's Submissions

In summary, the Coach submitted the following in his defence:

88. At no time did the Coach consider or intend to terminate the Contract; despite his actions in trying to continue performing his obligations under the Contract, the Club terminated the Contract without just cause; and, accordingly, the Coach claimed that the Club should be held liable to compensate the Coach in the amounts of EUR 100,000 (pursuant to clause 5 of the Contract) and EUR 10,000 in unpaid salaries.

1. The Respondent's allegations that he was verbally fired by the Club

89. The Coach maintained that the Club verbally fired him during the meeting held with the Club management on 27 August 2009. Moreover, the Coach asserted that no reasonable explanation was provided to him as justification for the dismissal. When the Coach asked the Club to provide him with written confirmation of his removal, the Club failed to comply and did not provide him with such written confirmation.

90. The Coach asserted that since he was not provided with a termination letter by the Club following the meeting on 27 August 2009, the Coach sent the Coach's Letter on 28 August 2009 putting his services at the disposal of the Club. The Coach stated that in this letter, he "*expressed his intention to fulfil the contractual engagements towards the Appellant*". Moreover, contrary to the claims of the Club, the Coach maintained that he was not asking for explanations in the Coach's Letter, but rather was attempting to be reinstated in his rights as an employee of the Club.

2. The Respondent's allegations that he was denied access to the Club's Training Centre

91. The Coach maintained that following the meeting of 27 August 2009, the Club denied him access to training with the team. Further, he was "*... allowed only to have a short audience with the team for the farewell but only under the control of a representative of the Appellant*".

92. Moreover, in response to the Club's allegations that the training centre was not secured, the Coach alleged that the Club actually have 2 different training grounds. The main one being outside the city with change rooms, showers and offices and this training centre is confined. The other training ground is a park in the centre of the city which does not have any change rooms or facilities and is open to the local community. The Coach alleged that the events in question took place in the former training centre – i.e. the one which was confined.

3. *The 'problematic' behaviour of the Coach*

93. The Coach denied the allegations made by the Club regarding his behaviour and maintained that at no stage did he negatively express his opinion about the Club or mistreat the players. Moreover, in relation to the alleged "*profound complaints*" made by the players, trainers and medical staff, the Coach points out that he was never informed – either orally or in writing – about any alleged incidents with other staff. Further, the Coach pointed out that the Club have not provided any evidence to corroborate their allegations regarding his behaviour.

94. The Coach also alleged that one of the witnesses being called by the Club, Mr. Nasoudis - who the Club claims was part of the technical staff of the Coach – is unknown to the Coach and asserted that Mr. Nasoudis was not a part of his coaching staff. Moreover, to the best of the Coach's knowledge, he did not know whether Mr. Nasoudis occupied any other position at the Club.

4. *The Club's right to terminate the Contract with just cause*

95. The Coach asserted that "... *it is important to emphasize that at no time the Respondent was notified of an alleged behaviour contradictory to the terms of the Contract or put into default*" [emphasis added by the Coach].

96. The Coach maintained that during the period 27-29 August 2009, he was willing and eager to perform his obligations under the Contract. However, he was denied access to the training camp of the Club, prevented from having any contact with the team and was therefore not allowed to perform his obligations under the Contract.

97. Moreover, the Coach then attempted to resolve the situation by formally writing to the Club and requesting them to resume with the Contract. However, "... *no reaction followed as the Respondent never even tried to settle the situation amicably*".

98. At the hearing, the Coach submitted that, even if the Club was believed and the Panel felt the Coach had been absent from work for 2 days, then the Club, after receiving the Coach's Letter could have :

- (a) allowed him back to perform the Contract;
- (b) allowed him to discuss or explain his actions;
- (c) reproached him for his actions; or

(d) disciplined him for his actions, for example fined him.

However, instead it terminated the Contract. A warning was still required under Article 337 of the SCO, where the Club prevented the Coach from working.

99. The Coach also made notes of the fact that the Club announced the appointment of the new Head Coach for the team, Mr. Cartier, on 31 August 2009, a mere 2 days after issuing him with the Termination Letter. Therefore:

“In view of the preceding events as well as taking into account the prompt execution of the new employment relationship with another coach, it is obvious that the Appellant sought for the replacement of the Respondent” [emphasis added by the Coach].

100. At the hearing, the Coach responded to the Club’s allegations that he called a press conference on 28 August 2009. Firstly, it was denied. The Coach had no time, he was talking to his advisors and the Romanian Football Federation. Secondly, where is the evidence at this press conference? No press clippings or recordings had been advanced. No player that felt he had been defamed, not even the President of the Club came to give evidence of the alleged press conference. Yet it was this that apparently broke the bond between the Club and the Coach and made it “impossible” for the Club to follow any of the other options set out above.

101. The Coach also made notes of the inherent unfairness in the termination clauses of the Contract. In the event that the Club terminated the Contract, the Coach would be entitled to EUR 100,000 whereas if the reverse situation would result in the Coach being liable to compensate the Club in the amount of EUR 250,000 (i.e. 2.5 times as much). The Coach stated that these clauses were for the exclusive advantage of the Club and asserted that:

“Clearly, the Appellant knew from the very beginning that its president or management fires coaches very quickly and easily; this explains the reason behind such clause”.

102. The Coach submitted that these allegations can be corroborated by the track record of the Club. The Coach noted that for the 2009/10 and 2010/11 seasons (which was the duration of the Contract), the Club had a total of 6 different coaches (including the Respondent). The Coach asserted that it is the strategy of the Club to enter into long lasting legal procedures in order to delay the payment of compensation over years. In this regard, the Coach pointed out that he filed his claim at FIFA over 5 years ago.

103. Accordingly, for all the reasons outlined above, the Coach submitted that the Club terminated the Contract without just cause.

5. *The Coach’s claims for compensation*

104. The Coach averred that due to the breach of the Contract by the Club without just cause (for all the reasons outlined above), the Club is liable to pay compensation to the Coach in the amount of EUR 100,000, pursuant to clause 5 of the Contract.

105. Further, the Coach maintained that when the Club terminated the Contract without just cause in August 2009, it was already late with the first instalment of monthly salaries of EUR 10,000, which he was never paid.
106. In relation to the claims by the Club that the Coach should be refunding EUR 16,250 in salaries, the Coach strenuously denied this and asserts that the two payments which the Club made (totalling EUR 55,000) were signing on fee ‘deposits’ as stated in the Contract. Accordingly, they were above and beyond the EUR 10,000 per month salary that the Coach was owed under the Contract. As such, the Coach disagreed with the pro-rata methodology adopted by the Club to calculate the amount owed to him.
107. The Contract was drafted, poorly, by the Club. It was the Coach’s belief that the “deposits” (or “deposit” and the “2nd payment”) were not advances of salary, rather signing on fees. This is why there are two; the second “deposit” or signing on fee being in the sum of EUR 85,000 for the second season. As for the receipt that apparently stated the second payment was an “advance of salary”, the Coach noted that it was in Greek and he did not know what he was signing.
108. In the alternative, if the Panel determines that the Club terminated with just cause, then clause 6 of the Contract and the penalty of EUR 250,000 should not apply, as this is only triggered if Coach had “resigned”, rather than the Club terminating the Contract.

VII. APPLICABLE LAW

109. 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 Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

110. This dispute is an appeal of a decision passed by the FIFA PSC and Article 66(2) of the FIFA Statutes reads as follows:

“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”.

111. Therefore, the Panel and both parties all agree that the applicable laws in this dispute are the FIFA regulations (i.e. the FIFA Regulations on the Status and Transfers of Players) and Swiss law, on a subsidiary basis.

VIII. THE JURISDICTION OF THE CAS

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

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

113. Articles 66(1) and 67(1) of the FIFA Statutes gives jurisdiction to the CAS to hear appeals made against decisions passed by FIFA, and this is not disputed by either of the parties, which both signed the Order of Procedure in this matter.
114. It follows that the CAS has jurisdiction to decide on the present dispute.

IX. ADMISSIBILITY

115. The Appeal complied with all the requirements of Articles R47 and R48 of the CAS Code, including the payment of the CAS Court Office fee. Further, in accordance with Article R49 of the CAS Code, the Statement of Appeal was lodged by the Player within 21 days of being notified of the Appealed Decision. The Appeal Brief was filed with the CAS pursuant to Articles R51 and R32 of the CAS Code within the extended deadline granted by the CAS.
116. It follows that the Appeal is admissible.

X. MERITS OF THE APPEAL

A. The Main Issues

117. In view of the above, the main issues to be resolved by the Panel are:
- a) Who terminated the Contract and how?
 - b) Was the termination with or without just cause?
 - c) Is any party entitled to compensation and how much?
 - d) Are there any overpaid/underpaid salaries to be paid/refunded to either party?
- (A) *Who terminated and how?*
118. The Panel noted that a few different scenarios exist. The Panel have seen the Termination Letter of the Club, but prior to that was the meeting of the Coach with the President of the Club on 26 August 2009. The Coach claimed that he was dismissed during this meeting, whilst the Club argued that he resigned. As such, the Contract may have been terminated by one party at that moment in time. The Coach stated that he requested confirmation of his dismissal in writing but the President would not provide it.

119. The Panel noted that it had not been made entirely clear who was at the said meeting. Was Mr. Milea there or not? Was it just the President on behalf of the Club? In the Appeal Brief, the Club refer to "*the people of the Appellant*" being present and "*they*" lacked the authority to terminate the Contract. What was certain, was that the President did not come to the CAS hearing but was represented by the Club's counsel, nor did any other people from the Club; also, whilst the Coach appeared, he did not summon Mr. Milea. Further, the Coach submitted in his Answer that this meeting occurred on 27 August 2009. The facts of the meeting are therefore somewhat unclear to the Panel.

120. The Panel noted that the Club relied upon the evidence of its witnesses that both the Coach and Mr. Milea attended the training facilities of the local council, that the team were using at that time, and addressed the team and others involved with the team and confirmed they had resigned. Of the two witnesses both confirmed where the team meeting took place, but one stated it was conducted in Greek. On the other hand, the Coach stated that he addressed the team at the Club's own training facilities and confirmed that he (and Mr. Milea) had been dismissed, so was saying goodbye to the team. He also confirmed that he could not speak Greek. The Club responded saying that Mr. Milea could speak Greek and he translated for the Coach.

121. It is perhaps not a surprise that the Panel faces differing versions of the events surrounding the initial meeting and the team meeting that followed. Nearly 6 years have elapsed. However, the Panel noted the constant jurisprudence of the CAS and under Swiss law is that a party wishing to rely upon a fact or statement carries the burden of proof relating to that. The Panel noted that if the Club wished to rely upon the statement that the Coach resigned on 26 August 2009, then it could have produced evidence from the President or the other people, instead it relied solely upon the two witnesses stating that the Coach confirmed he'd resigned in the team meeting. Mr. Nasoudis confirmed that he could not speak English, but stated that the Coach could speak Greek, he also stated that only the Coach spoke, not Mr. Milea. Mr. Baharidis again confirmed where the team meeting took place and that the Coach stated that he had resigned, however stated that the meeting was conducted in English and that the Coach could only speak a few words of Greek.

122. The Panel noted that the Coach alleged that he was dismissed at the meeting on 26 August 2009, yet brought no proof to support that allegation to the CAS. Mr. Milea did not provide any statement supporting this. From the Coach's own statements, there was no mention of other people being present at the meeting on the Club's side, just the President and no mention was made of any dismissal in the Coach's Letter that he sent to the Club a couple of days later.

123. All in all, the Panel has little reliable evidence to determine that either the Coach was dismissed or that he resigned at that initial meeting. The Panel noted that the Coach and Mr. Milea attend the team meeting, but again, was it to confirm that he had been dismissed or that he had resigned?

124. What is beyond dispute is that the Club issued the Termination Letter on 29 August 2009 (one may wonder why it would need to terminate the Contract if the Coach had already resigned?) and the Panel has determined to take this as the act that definitively terminated the Contract, with the termination being on that day. The Panel also noted that part of the reasoning, within

the Termination Letter, given for the dismissal is the Coach's comments in the press. These allegedly occurred after both the meeting with the President on the subsequent meeting with the team. The Club, throughout the hearing, made it clear to the Panel that the press conference was the main reason for dismissing the Coach, so the Panel will now focus on that dismissal and look to see if it was with or without just cause.

(B) *Was the Contract terminated with or without just cause?*

125. The Panel noted that there were a number of allegations made by both parties as to the other's previous conduct. On the one hand, the Club made submissions and relied upon the evidence of Mr. Nasoudis that the Coach was often out late at night and misbehaving. Further, according to Mr. Baharidis, he was insulting to him and to others. The Club also produced excerpts from the internet demonstrating that the Coach had a history of leaving other clubs. On the other hand, the Coach produced the history of the Club's engagements with numerous other Head Coaches over a 2 or 3 year period, to demonstrate that the Club regularly dismissed its coaches. The Panel did not dwell on these counter allegations, as the Club made it clear that the real reason it dismissed the Coach was that he had gone and spoken to the press and made such serious statements about the President and the players that it would have been "impossible" for the employment relationship to continue.
126. This contrasted with Mr. Milea's position. He had not made such statements and was asked to continue with his employment, despite missing training sessions for two days. The Club relied upon the witness testimony of Mr. Nasoudis, who said he heard the Coach make these statements on the radio. However, there was no transcript of what was said, none of the players came forwards to say that after these remarks had been made, it would have been "impossible" for them to work with the Coach again, the President did not come forward and again say exactly what was said and why it would have been "impossible" to continue employing the Coach. The only evidence came from Mr. Nasoudis, a man who doesn't speak English apparently hearing a man, that doesn't speak Greek, on the radio.
127. The Coach denied that there was any such press conference or interview.
128. The Panel noted that even if such statements were made in the press, the Club would still have options available to it. It could have disciplined the Coach with a lesser sanction. It was in possession of the Coach's Letter. It knew he wanted the employment relationship to continue (whether this was drafted by his lawyer, as he realised the potential financial penalty that he could face if he was dismissed or not) yet it issued the Termination Letter. As such, for the Club to issue no warning, but to summarily dismiss the Coach, it would need to be "impossible" for the employment relationship to continue. The Panel noted the references to Swiss law in that regard. However, in order to convince the Panel that it really was now impossible, as the entire case comes down to that issue, the Club has the burden of proof to satisfy. The Panel was ultimately not satisfied that the Club had discharged this and determined that the Club should have followed a proper disciplinary procedure: perhaps suspending the coach, gathering evidence regarding the alleged press conference (which would then have been available to the Panel), confronted the Coach with it, heard his explanations, and then considered what sanction

should have been applied and recorded minutes of such a process. As none of this is before the Panel, it has determined that the termination by the Club was without just cause.

(C) *Is any party entitled to compensation and how much?*

129. The Panel, having now determined that the Club terminated the Contract without just cause, noted that the parties had, in the Contract, expressed the penalty for such a breach.

130. Clause 5 of the Contract states the following:

“In case of an early termination of the collaboration of the two contracting parties with the responsibility of the P.A.E. [i.e. the Club] (removal of the coach), it should be given the amount of one hundred [sic] euros (100.000,00 euros) from the P.A.E. to the coach as compensation”.

131. The Panel noted that the termination was relatively early on in the life of the Contract and that there were still in excess of EUR 200,000 of salaries to be earned under the Contract. However, the Coach has not appealed the decision of the FIFA PSC and the Panel saw no reason to deviate from the amount agreed by the parties as compensation for the breach by the Club, so confirms the compensation award as EUR 100,000 from the Club to the Coach.

(D) *Are there any overpaid/underpaid salaries to be paid/refunded to either party?*

132. The Panel notes that it is undisputed that the Contract commenced in June 2009 and that the Club paid the Coach the initial sums of EUR 20,000 and EUR 35,000, but did not pay the first instalment of EUR 10,000 that was to be paid in August 2009.

133. On the one hand, in the Appealed Decision, the FIFA PSC awarded that instalment of EUR 10,000 to the Coach, in addition to his compensation for loss of office, and the Coach submitted that the decision should be upheld.

134. On the other hand, the Club submitted to the contrary that there were overpaid salaries. According to the Club, when the Contract was terminated on 29 August 2009, the Coach had been employed for approximately 3 months. The salary for the entire first year was EUR 155,000, so if he had only worked 1/4 of the year, he should have received 1/4 of the year's salaries (i.e. EUR 38,750). Instead, as he'd received advances, he had been overpaid by EUR 16,250 and he should, again following Swiss law, be obliged to pay that sum back accordingly.

135. The Coach argued that the first two payments weren't "on account" or advances, they represented a "signing on fee". The Club responded by noting the Contract referred to the payments being "deposits", which meant advances and in any event simply salaries. Further, that if there was a signing on fee, it would have been labelled as such and would have been split into two equal parts, one paid on signing and the other half at the beginning of the second year of the Contract. The Club's position was that the Coach wanted the comfort of having a large proportion of his salary each season paid at the beginning of each year.

136. The Panel noted that there were two initial payments at the beginning of each year of the Contract. Three of the four were labelled “deposits” and the Panel was prepared to consider them all as deposits. The Panel saw no distinction between a deposit and an advance. The payments were all salaries for performance of the Coach’s duties. The Panel was not convinced that these were signing on fees and needed to be treated differently from the remaining salaries. As such, the Panel determined that the Coach had been paid EUR 55,000 at the moment the Contract was terminated, whereas he had only provided services for 3 months (and hence should indeed have received 1/4 of the year’s salaries (i.e. EUR 38,750)) and as such had received more salaries at that stage than he had earned. The Panel determined that the sum of EUR 16,250 need be returned to the Club and the Respondent’s claim to uphold the payment of EUR 10'000 for outstanding salaries is denied. The Panel considers that, in accordance with Articles 104 and 105 SCO interest at the rate of 5% per annum is due on this amount since the introduction by the Club of its counter-claim before FIFA PSC, *i.e.* since 12 October 2010, being the date upon which the Appellant introduced its counter-claim before the FIFA PSC for the return of the salaries.

(E) *Conclusion*

137. Based on the foregoing, and after taking into due consideration all the evidence produced and all submissions made, the Panel:

- a. partially accepts the Club’s appeal;
- b. confirmed the Appealed Decision with this Award; subject to points 2 and 6 of its operative part which are modified as follows:
 2. *The Claimant/ Counter-Respondent, Ilie Dumitrescu, has to pay to the Respondent / Counter-Claimant, Panthrakikos FC, **within 30 days** as from the date of notification of the present decision, the amount of EUR 16,250 as reimbursement of overpaid salary, together with an interest of 5% per year from 12 October 2010 until the date of effective payment⁶. Any further counter-claims lodged by Respondent / Counter-Claimant, Panthrakikos FC, are rejected.*
 6. *Any further counter-claims lodged by Respondent / Counter-Claimant, Panthrakikos FC, are rejected.*

138. Any further claims or requests for relief are dismissed.

ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed on 11 August 2014 by Panthrakikos Football Club against the Decision issued on 19 March 2013 by the Single Judge of the Players' Status Committee of FIFA is partially accepted.
2. The Decision issued on 19 March 2013 by the Single Judge of the Players' Status Committee of FIFA is confirmed, with the exception of points 2 and 6 of its operative part which are modified as follows:
 - *2. The Claimant/ Counter-Respondent, Ilie Dumitrescu, has to pay to the Respondent / Counter-Claimant, Panthrakikos FC, **within 30 days** as from the date of notification of the present decision, the amount of EUR 16,250 as reimbursement of overpaid salary, together with an interest of 5% per year from 12 October 2010 until the date of effective payment.*
 - *6. Any further counter-claims lodged by Respondent / Counter-Claimant, Panthrakikos FC, are rejected.*
3. (...).
4. (...).
5. All other motions or prayers for relief are dismissed.