



**Arbitration CAS 2013/A/3222 FC Interstar Sibiu v. Romanian Football Federation (RFF) & A.F.C. Astra, award of 24 January 2014**

Panel: Mr Luc Argand (Switzerland), Sole arbitrator

*Football*

*Transfer*

*Admissibility of documents submitted after the exchange of written submissions*

**A document which is “*readily available to the general public*”, and therefore not a written evidence, can be submitted even after the exchange of written submissions.**

**I. FACTUAL BACKGROUND**

**A. The Parties**

1. FC Interstar Sibiu (“FC Sibiu”) is an amateur Romanian football club located in the city of Sibiu, member of the Romanian Football Federation (“RFF”).
2. Romanian Football Federation or Federația Română de Fotbal (“RFF”) is the governing body of football in Romania. It has been affiliated to FIFA since 1930 and to UEFA since 1955.
3. A.F.C. Astra (“FC Astra”) is a professional Romanian football club located in the city of Giurgiu, member of the RFF.

**B. Summary of the Relevant Facts**

4. On 18 January 2010, FC Astra requested the following from FC Sibiu:

*“We are writing to ask for you[r] written approval so that player L. may train with the (...) FC Astra (...) starting from 18 January 2010 until 15 February 2010. The transfer papers shall be signed in the presence of the representative of FC (...) Sibiu”.<sup>1</sup>*

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<sup>1</sup> All translations from the Romanian into the English language were provided by the RFF

5. On 1 February 2010, FC Astra and the player L. (“the Player”) concluded a sporting service agreement (“Service agreement n°17”) for a duration of 2 and a half years, i.e. until 30 June 2012.
6. On 17 February 2010, FC Sibiu and FC Astra concluded a transfer agreement (“Transfer agreement n°6049”) – registered with the RFF under n°6049 – on the transfer of the Player from FC Sibiu to FC Astra as of 1 February 2010 for an unlimited term. Pursuant to article 4 Transfer agreement n°6049, FC Sibiu:  
*“shall receive 20% of the economic rights of the player on the next transfer but no less than 20’000 euro. The federative rights shall be 100% owned by (...) [FC Astra]”.*
7. On 2 March 2010, FC Sibiu and FC Astra concluded an agreement entitled “covenant” (“Covenant n°617”) – registered only with FC Astra under n°617 – which states the following:  
*“(...) FC Astra (...) agrees that, in the event that player L., born on 13 January 1993, registered with FC Astra (...), is out of contract by default of the club, (...) FC Astra (...) shall pay FC (...) Sibiu the amount of EUR 20,000”.*  
The Covenant n°617 was signed by the legal representatives of FC Sibiu and FC Astra.
8. On 10 March 2010, FC Sibiu and FC Astra concluded an agreement (“Agreement n°717”) – registered with FC Astra under n°717 – which states the following:  
*“(...) FC (...) Sibiu shall not request any compensation from FC Astra (...) for the training and developing of the following players transferred to FC Astra (...) as of 1 February 2010. (...)*  
*- L., date of birth: [...] 1993 (...)”.*
9. On 14 August 2012, the National Dispute Resolution Chamber of the RFF (“NDRC”), in a claim lodged by the Player against FC Astra, decided that the contractual relationship between the Player and FC Astra was considered to be terminated as of 14 August 2012 and FC Astra was ordered to pay the Player the gross amount of EUR 11’305.- representing outstanding salary for the period from May 2011 to June 2012 (“Decision n°277 of the NDRC”).
10. On 8 November 2012, the Review Commission of the RFF (“RC”), following an appeal lodged by FC Astra, decided to amend Decision n°277 of the NDRC and reduce the gross amount due by FC Astra to the Player to EUR 9’816.-, mainly because the petition of the Player with regard to the termination of the contractual relationship for just cause was rejected by the RC since the contractual relationship had been terminated as a result of the expiry of the Service agreement n°17 (“Decision n°96 of the RC”).
11. On 1 March 2013, FC Sibiu lodged a claim before the NDRC against FC Astra, requesting that the latter club be ordered to pay: EUR 20’000.- (transfer fee), legal interests from 18 February 2013 to the date of payment and legal expenses.
12. On 6 March 2013, the Player signed a “civil contract for football players” with Clubul Sportiv Europa Alba valid from 6 March 2013 until June 2013.

13. On 2 April 2013, the NDRC decided to dismiss the petition filed by FC Sibiu because it was considered as “*ill founded*” (“Decision n°151 of the NDRC”).
14. On 16 April 2013, FC Sibiu appealed to the RC against Decision n°151 of the NDRC.
15. On 16 May 2013, the RC decided (“Decision n°34 of the RC”) the following:  
*“The review lodged by (...) [FC Sibiu] against decision n°151 of April 2013 of the (...) [NDRC of the RFF] is hereby rejected.*  
*This Decision is final and enforceable.*  
*This Decision may be challenged before CAS within 21 days of the serving thereof. (...)”.*

### C. Proceedings before CAS

16. On 13 June 2013, FC Sibiu filed its statement of appeal against the Decision n°151 of the NDRC and the Decision n°34 of the RC with CAS and on 21 June 2013 its appeal brief, requesting the following in its prayers for relief<sup>2</sup>:

*“La soussignée (...) [FC Sibiu] formule la présente*

#### CONTESTATION

*Contre la Décision CNSL n°151 de 2 avril 2013, prononcée dans le dossier n° 151/CL/2013, mais aussi contre la décision n°34/2013 du Comité d'appel, dossier 34/CR/2013, les deux comités appartenant à la (...) [RFF] et nous sollicitons que par Votre décision Vous modifiez intégralement la Décision (...) [NDRC] n°151 du 2 avril 2013 et de la décision n°34/2013 du Comité d'Appel dans le sens de l'admission en totalité de la demande de citation formulée contre (...) [FC Astra] par la requête n°192 du 1<sup>er</sup> mars 2013 au (...) [NDRC] en cadre de (...) [RFF].*

*Nous Vous sollicitons également de solliciter à la (...) [RFF] pour le Tribunal Arbitral du Sport les deux dossiers pour la solution de la présente cause. (...)*

*En fait, par la citation déposée le 1<sup>er</sup> mars 2013 à la (...) [NDRC], j'ai sollicité:*

1. *de constater que le 17.02.2010 sous le n°6049 a été enregistré à (...) [RFF] l'accord de transfert du (...) [Player] de (...) [FC Astra] à (...) [FC Sibiu].*
2. *de constater que selon l'art 4 de l'accord de transfert (...) [FC Astra] s'est obligé de payer à notre club un pourcentage de 20% des droits économiques du (...) [Player] du prochain transfert, mais pas moins de 20'000 euro.*
3. *de constater que le 02.03.2010 (...) [FC Astra] s'est obligée que si le (...) [Player] deviendra libre de contrat (à cause du club) (...) [FC Astra] paiera à (...) [FC Sibiu] la somme de 20'000 euro.*

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<sup>2</sup> All documents produced in French are not translated [see to that respect, paragraph 21 to 23 below].

4. *de constater que selon la décision n°277 de 14.08.2012 de la (...) [NDRC] les relations contractuelles entre le (...) [Player] et (...) [FC Astra] ont cessé pour une juste cause (culpabilité du club), le (...) [Player] a été déclaré libre de contrat.*
5. *de constater que par la même décision (277 de 14.08.2012) (...) [FC Astra] a été obligée de payer la somme de 11'305 euro au (...) [Player], représentant la rémunération due pour la période Mai 2011 - Juin 2012.*
6. *de constater que selon la décision n°96 du 08.11.2012 du (...) [RC] les relations contractuelles entre le (...) [Player] et (...) [FC Astra] ont cessé le 30.06.2012 et (...) [FC Astra] a été obligé de payer au (...) [Player] la somme de 9'816 euro, représentant la rémunération due pour la période Juillet 2011 – Juin 2012.*
7. *d'obliger la réclamée (...) [FC Astra] de nous payer la somme de 20'000 euro en conformité avec les dispositions de l'art. 4 de l'accord de transfert enregistré sous le n°6049/17.02.2010 et de l'engagement de 02.03.2010.*
8. *d'obliger la réclamée de payer le taux d'intérêt légal associé à la somme de 20'000 euro en commençant avec la date de 18.02.2012 (date à laquelle la réclamée a été notifiée de payer la somme due) et jusqu'au paiement effectif.*
9. *frais de justice”.*
17. On 27 June 2013, the Respondents were granted 20 days to submit their response to the CAS (art R55 of the Code of Sports-related Arbitration [“CAS Code”]).
18. On 1 July 2013, FC Sibiu sent a letter to CAS with one new exhibit in the Romanian language. FC Sibiu requested that the RFF be invited by CAS to produce all documents related to the contractual relationship between the Player and FC Astra.
19. On 5 July 2013, FC Astra requested that the case be submitted to the English language due to the fact that *“this language is known in Romania as a more widespread language than French”*.
20. Since the RFF also requested, on 8 July 2013 that the case be submitted to the English language, the Appellant agreed, per 11 July 2013 fax to CAS to this request *“so that all documents that you further require since this date will be translated into English”*.
21. On 11 July 2013, FC Astra requested, in accordance with Article R55 CAS Code that the time limit for filling its answer should be fixed after the payment, by the Appellant, of its share of the advance of costs.
22. On 12 July 2013, the CAS Court office confirmed to the parties the following:  
*“(…) in view of such agreement [on the language issue] (...), the present procedure will, from now on, be conducted in English. However, (...) unless one of the Respondents sends a specific request by fax on or before 16 July 2013, the statement of appeal, the appeal brief and the related exhibits will not have to be translated in English, unless otherwise ordered by the Panel. (...)*

*(...) the time limit for filling the Second Respondent's [FC Astra] answer shall be fixed after the payment by the Appellant of its share the advance of costs; the time limit for the filing of the First Respondent's [RFF] answer remains as twenty day from receipt of the CAS letter of 27 June 2013".*

23. On 15 July 2013, the RFF also requested from the CAS Court office that the time limit for handing in the answer be set after the payment, by the Appellant, of its share of the advance of costs. On 16 July 2013, the CAS Court office confirmed to the RFF its agreement to that respect.
24. On 23 July 2013, the CAS Court office confirmed to the parties the following:  
*"(...) in view of the Appellant's request for the appointment of a Sole arbitrator in this case, in the absence of any objection from the Respondents within the prescribed deadline and in view of the value at stake, the Deputy President of the CAS Appeals has decided to appoint a Sole arbitrator in the present procedure. (...)*  
*(...) none of the Respondents requested the filing of an English translation of the statement of appeal, of the appeal brief and of the related exhibits, these documents will not have to be translated unless ordered otherwise by the sole Arbitrator".*
25. In a letter sent on 12 August 2013 to the parties, the CAS Court office *"(...) acknowledge[d] receipt of the Appellant's payment of its share of the advance of costs"* and informed the parties that the Respondents were granted 20 days to submit their response to the CAS (art R55 of the Code of Sports-related Arbitration ["CAS Code"]).
26. On 10 September 2013, the CAS Court office informed the parties that Mr Luc Argand had been appointed as Sole Arbitrator by the Deputy President.
27. On 14 September 2013, FC Sibiu sent a letter with one exhibit enclosed to the CAS Court office.
28. The same day, the CAS Court office sent a letter to the parties expressing the following:  
*"(...) the CAS Court office did not receive any answer from the Respondents. On behalf of the Sole arbitrator, I hereby inform you that, in accordance with Article R55 § 2 of the CAS Code, the Sole Arbitrator will nevertheless proceed with the arbitration and deliver an award.*  
*Please note that, in accordance with Article R56 of the CAS Code, the parties shall not be authorized to supplement or amend their request or their argument, nor to produce new exhibits, nor to specify further evidence on which they intend to rely, unless they agree or the Sole Arbitrator orders otherwise on the basis of exceptional circumstances.*  
*In view of such provision, I invite the Respondents to submit (...) within a week their position on the admissibility of the arguments and of the list submitted by the Appellant on 14 September 2013. I draw the Respondent's attention to the fact that their silence will be considered as an agreement with the admission of these elements in the CAS file. (...)*  
*The Sole Arbitrator invites the (...) [RFF] to submit a copy of its file related to the decision appealed in the present procedure. (...)"*.

29. On 24 September 2013, FC Astra sent a letter to the CAS Court office raising *inter alia* the following issues:  

*“(...) until now we have not been informed by CAS if the Appellant has paid the costs of this arbitration so consider that it is necessary, first and foremost, our information on this issue, in order to know when time starts to run for 20 days for filling the answer.*

*As for the arguments and list submitted by the Appellant on September 14, 2013, please take note of our opposition to any argument and evidence submitted by exceeding the 10 day period provided by art. R51 of the CAS Code.*

*(...) we prefer a hearing to be held in this matter, for a set of oral arguments.*

*(...) in terms of letter dated August 12, 2013 (...) our club has not received such letter. In addition, (...), we contacted the (...) [RFF] and found that it had not received any letter. (...)”.*
30. The same day, the CAS Court office sent a letter to the parties expressing the following:  

*“(...). With respect to the filing of the answer, I kindly refer the Respondents to the CAS letter of 12 August 2013, which, according to the DHL reports (enclosed), was delivered to the First Respondent on 13 August 2013 and to the Second Respondent on 14 August 2013. (...)”.*
31. On 27 September 2013, the RFF sent a letter to the CAS Court office raising *inter alia* the following issues:  

*“(...) the (...) [RFF] has initiated the process of translation into English of the entire case file in relation to (...) the decision that is currently challenged. As soon as the documents are translated (...) we will send the documents in both the Romanian and the English version to (...) CAS.*

*With respect to the document submitted by the appellant, we consider that they have no relevance to the dispute brought before CAS and therefore cannot be included in the file.*

*(...) as (...) [RFF] has been stripped of the right to submit an answer to the application filed by FC (...) Sibiu, in the interest of a fair resolution of the case, we consider that it is imperative that all the parties be heard”.*
32. On 1 October 2013, the CAS Court office sent a letter to the parties expressing the following:  

*“(...) I duly note that the First Respondent [RFF] also objects to the admissibility into the case file of the arguments and the list submitted by the Appellant on 14 September 2013. Accordingly, the Sole arbitrator will shortly decide this issue, pursuant to Article R56 (...) [CAS Code].*

*Finally, and in the sake of clarity, I refer both respondents to the CAS letter of 12 August 2013 by which they were duly invited to submit their answers, and inform the parties that further information regarding a possible hearing will follow shortly. (...)”.*
33. On 4 October 2013, the RFF sent to CAS the case file of the RFF’s judicial body both in the English and Romanian language.

34. On 8 October 2013, the CAS Court office invited the parties – with respect to the submitted RFF file:  
*“(…) to let the CAS Court know (…) within a week (…) of any disagreement with respect to the submitted English translation. (…) the parties’ silence will be considered as an agreement with the accuracy of the translation provided by the (…) [RFF]”.*
35. On 15 October 2013, the CAS Court office informed the parties that a hearing would be held on 2 December 2013 at 9.30 AM in Lausanne.
36. On 17 October 2013, FC Sibiu sent a letter to the CAS Court office raising *inter alia* the following:  
*“(…) the file sent by the (…) [RFF] is not complete. We (…) have submitted a complete file. (…) the (…) [Player] has sued (…) [FC Astra] on June 7, 2012, date on which he had a player contract with (…) [FC Astra], which expired later, more exactly on June 30, 2012. For solving the case, we ask the sole arbitrator to consider (…) that the defendants have not submitted a statement of defence in due time, so that all subsequent papers cannot be taken into account. (…)”.*
37. On 22 October 2013, the RFF sent a letter to the CAS Court office in response the Appellant’s 17 October 2013 letter and raised *inter alia* the following:  
*“(…) We wish to indicate that (…) [RFF] has indeed submitted in full the case file n°34/CR/2013 in relation to which the (…) [RC] passed the Decision n°34/2013. We mention that case file n°34/CR/2013 incorporates the case file n°151/CL/2013 registered with the (…) [NDRC].*  
*Moreover we are surprised to note that the representative of FC (…) Sibiu did not specify the documents that had presumably been omitted by (…) [RFF], but only made an unfounded allegation with respect to a presumed incomplete submission of the documents.*  
*We highlight that (…) [RFF] has submitted the full and complete file of the dispute and we intend to also present this file in the original on the date of the hearing set in this case.*  
*In conclusion, we hereby inform the CAS Court Office that the full and complete case file of the (…) [RFF] jurisdictional bodies was submitted in accordance with the CAS request of 17 September”.*
38. On 15 November 2013, an order of procedure was issued, which was subsequently accepted and countersigned by all parties.
39. On 25 November 2013, the Appellant sent a letter to CAS Court office submitting a list of the people to attend the hearing on its behalf as well as request for the payment of various fees and expenses (e.g. court fees, attorney fees, translation and travel expenses).
40. On 29 November 2013, FC Astra sent a letter to the CAS Court office enclosing a copy of article 18 of the Romanian Regulations on Status and Transfer of the Players in Romanian and its translation in English.
41. A hearing was held in Lausanne on 2 December 2013. The Sole arbitrator, the *ad hoc* Clerk as well as the CAS Counsel Mrs Pauline Pellaux were present.

42. The following people attended the hearing:

- For the Appellant: Mr Albu Mircea Mihai, Attorney-at-law, Mr Bara Caius Mihai, President of FC Sibiu; Mrs Puscas Adelina, Interpreter.
- For FC Astra: Mr Lucan Bogdan, Attorney-at-law and Mr Costel Lazar, Sport Director.
- For the RFF: Mr Adrian Stangaciu, Attorney-at-law.

Each party's counsel made full oral presentations.

43. At the end of the hearing the parties did not raise any objection and confirmed their satisfaction with regard to their right to be heard, that they had been treated equally in these arbitral proceedings and that they had had a fair chance to present their position.

#### D. Position of the Parties

44. The following outline of the parties' positions is illustrative only and does not necessarily comprise every contention put forward by the parties. The Sole Arbitrator, indeed, has carefully considered all the submissions made by the parties, even if there is no specific reference to those submissions in the following summary.

45. **FC Interstar Sibiu** explains that the Transfer agreement n°6049 concerning the Player – then 17 of age – was concluded without any compensation for the training and development of the Player, but that the Appellant would receive from FC Astra 20% of the economic rights of the Player on the next transfer, but no less than EUR 20'000.- (i). Furthermore, on 2 March 2010, FC Astra agreed to pay FC Sibiu EUR 20'000.- in the event that the Player was out of contract due to a default of the FC Astra (ii).

- (i) Regarding the transfer of the Player to another club, FC Sibiu explains that the Player was registered with the club CS Europa Alba Iulia ("CS Europa Alba") on 14 March 2013.

Since Art. 4 of the Transfer agreement n°6049 provides that FC Sibiu "*shall receive 20% of the economic rights of the player on the next transfer but no less than 20'000 EUR*", FC Sibiu is entitled to such amount – which is not subject to the reception of any transfer fee by FC Astra – such payment being the counter part of the Appellant's renunciation to any training compensation for the Payer.

Accordingly, EUR 20'000.- is due to the Player in accordance with the Transfer agreement.

- (ii) Pursuant to Art. 18 § 10 of the Regulation on the Status and Transfer of Football Players ("RSTFP"), players can claim the existence of a just cause and of a sporting just cause in order to unilaterally terminate the contract signed with the club in case of non-payment by the club of the contractual rights agreed upon with the player, for a period greater than 90 days.

Since FC Astra failed to perform its contractual obligations towards the Player, the latter lodged on 17 June 2012 – i.e. before expiration of the Service agreement n°17 – a petition against FC Astra before the NDRC, which upheld it on 14 August 2012 by deciding that



the contractual relationship between FC Astra and the Player had been terminated on 14 August 2012 and that the Player was out of contract. Accordingly, it ordered FC Astra to pay the Player the amount of EUR 11'305.- representing overdue salary rights for the period between May 2011 and June 2012. In other words, the NDRC acknowledged the default of FC Astra and declared the Player to be out of contract.

Upon appeal by FC Astra, the RC ordered FC Astra to pay the Player the amount of EUR 9'816.- representing salary rights for the period July 2011 to June 2012. With regard to the termination of the contract, the RC found that the contractual relationship had not been terminated as of 14 August 2012, but as of 30 June 2012, which is the date of expiry of the Service agreement n°17. In other words, the RC did not change NDRC's decision acknowledging FC Astra's fault for the termination of the Service agreement n°17.

Accordingly, since the Player was out of contract as a consequence of the non-payment of his salary by FC Astra, the latter club has to pay FC Sibiu an amount of EUR 20'000.- in accordance with Covenant n°617.

46. **FC Astra** explains that according to Art. 18 § 7 of the RSTFP – applicable to this case – a contract remains valid until the final settlement of the dispute.

As correctly mentioned in RC decision n°96, the Player's Service agreement n°17 was normally terminated on 30 June 2012, i.e. on its expiration date, without FC Astra's fault.

Accordingly, since the Service agreement n°17 did not terminate with FC Astra's fault, the latter does not need to pay EUR 20'000.- to the Appellant in accordance with Covenant n°617 and the appeal should be dismissed entirely.

For the sake of completeness, FC Astra further explained that its defence before CAS is not based on the lack of registration with the RFF of Covenant n°617 – and its potential invalidity – because the issue of termination has already been definitely settled by RC decision n°96.

47. **The Romanian Football Federation** is of the same opinion as FC Astra, namely that the criteria set out in Covenant n°617 for the payment of EUR 20'000.- to the Appellant is not met, the Service agreement n°17 having regularly expired on its expiration date.

## II. IN LAW

### A. Jurisdiction & Admissibility of the Appeal

48. Art. R47 CAS Code provides the following:

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

49. The jurisdiction of CAS, which is not disputed by either party, has been confirmed by the signature of the Order of Procedure.
50. Art. R49 CAS Code provides with the following:  
*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. (...)”.*
51. The statement of appeal was filed within the 21 days from receipt – on 23 May 2013 – of the decision n°34 of the RC.
52. The RFF confirmed during the hearing that the 21 days deadline is indeed provided for in the RFF regulations.
53. Accordingly, the appeal filed by FC Sibiu is admissible.

54. For the sake of completeness, the Sole Arbitrator notes that the Appellant appealed on 13 June 2013 with CAS against both Decision n°34 of the RC and Decision n°151 of the NDRC.

In accordance with Art. R47 CAS Code only decisions rendered after exhaustion of all legal remedies available in accordance with regulations of the sports-related body can be submitted to CAS.

Accordingly, only Decision n°34 of the RC – which was rendered following an appeal lodged by FC Sibiu against decision n°151 of the NDRC and is thus the only decision rendered after exhaustion of all legal remedies available in accordance with regulations of the RFF – can be submitted to the review of the Sole Arbitrator and will in consequence be discussed below.

## **B. Scope of the Sole Arbitrator’s Review**

55. With respect to his power of examination, the Sole Arbitrator observes that the present appeal proceeding is governed by the provisions of art. R47 ff CAS Code. In particular, art. R57 CAS Code grants a full power to review the facts and the law.

## **C. Applicable Law**

56. Art. R58 CAS Code provides the following:

*“The Panel shall decide the dispute according to the applicable regulations and 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”.*

57. The Sole Arbitrator observes that:

- Art. 5 Transfer agreement n°6049 provides the following:

*“5.1 The parties undertake to abide by and apply the provisions of the FRF [RFF] regulations in force regarding the status and transfer of football players. (...)”.*

- Covenant n°617 does not contain any reference to a rule of law.

58. Accordingly, the Sole Arbitrator holds – in accordance with art. R58 CAS Code – that the present case shall be decided in accordance with the valid provisions of the RFF or, alternatively, in accordance with Romanian law.

#### **D. Admissibility of Documents Submitted after the Exchange of Written Submissions**

59. Art. R56 § 1 CAS Code provides the following:

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

60. The Sole arbitrator observes that 2 letters, each with one enclosure were sent by the parties to the CAS Court office after expiration of the deadline for the filing of the appeal brief, respectively of the answer:

- (i) 14 September 2013 letter sent to the CAS Court office by the Appellant with one enclosure, i.e. a list of children and juniors trained by FC Sibiu aiming at demonstrating that the latter is a football club that only has junior and children teams:

Both Respondents expressed, on 24 and 27 September 2013 respectively, their opposition on the filing of this document.

Furthermore, the Sole Arbitrator notes that the document provided on 14 September 2013 is in any event non-relevant for the understanding of the present case.

Accordingly, the Sole arbitrator decides – in accordance with Art. R56 CAS Code – and since no “exceptional circumstances” are present – not to authorize de production of the 14 September 2013 letter and its enclosure to the file.

- (ii) 31 October 2013 letter sent to the CAS Court office by FC Astra with one enclosure, i.e. article 18 RSTFP in the Romanian language and its translation into English:

The Appellant expressed at the beginning of the hearing its opposition on the filling of this document.

The Sole Arbitrator notes that the document provided – namely an extract and its English translation of a regulation applicable to the present case<sup>3</sup> (see above “II. In law, section C Applicable law”) – is by any mean a document which is “*readily available to the general public*”. In other words, it is not a written evidence.

Accordingly, the Sole arbitrator decides – in accordance with Art. R56 CAS Code – to authorize the production of the 14 September 2013 letter and its enclosure.

## E. Merits

61. The following refer to the substance of the parties’ allegations and arguments without listing them exhaustively. In its discussion of the case and its findings on the merits, the Sole Arbitrator has nevertheless examined and taken into account all of the parties’ allegations, arguments, and evidence on record, whether or not expressly referred to in what follows.

62. The Sole Arbitrator reminds that the appeal lodged by the Player is limited to the questions whether EUR 20’000.- (plus interests as of 18 February 2012 and legal costs) should be paid to FC Sibiu by FC Astra in application of the Transfer agreement n°6069 and/or Covenant n°617, issues raised by the Appellant under points n°7, 8 & 9 of its 21 June 2013 appeal brief<sup>4</sup>.

However, issues raised under points n°1 to 6 of the same document were, as confirmed by the Appellant at the beginning of the hearing, only “observations” aiming at making CAS familiar with the “key issues” of the case.

Accordingly, the Sole arbitrator will successively discuss both documents n°6069 and n°617.

### (i) Covenant n°617:

63. According to the Covenant n°617:

*“(…) FC Astra (...) agrees that, in the event that player L., born [in] 1993, registered with FC Astra (...), is out of contract by default of the club, (...) FC Astra (...) shall pay FC Interstar Sibiu the amount of EUR 20,000”.*

64. The Sole arbitrator notes that the RC decided the following in its 8 November 2012 final decision n°96 concerning the Player:

*“(…) With respect to the termination of the contractual relationship for just cause (default of the club) pursuant to article 18.10 of the Regulations of the Status and Transfer of Football Players, the conclusions of the National Dispute Resolution Chamber are inaccurate as said body could not establish the termination of the contractual relationship as of 14 August 2012 since the contractual relationship had been terminated as a result of the expiry of the Service Agreement n°17 of 1 February 2010 on 30 June 2012. Therefore, as the review proceedings are*

<sup>3</sup> See above “II. In law (...) C. Applicable law”.

<sup>4</sup> See above § 16 for a complete quote of these points.

*founded, the petition lodged by the player for the termination of the contractual relationship is devoid of purpose.*  
(...)

*Now the (...) [RC] decides (...). To dismiss the claim of the (...) [Player] regarding the acknowledgment of the termination of the contractual relationship for just cause, as devoid of purpose. (...)."*

65. In other words, the RC simply decided that the Service agreement n°17 expired on its expiration date, i.e. 30 June 2012, without any fault committed by FC Astra.
66. Accordingly, since it was decided by the RC that the Player was not out of contract by default of the Club, the Sole arbitrator confirms that no indemnity is due to the Appellant by FC Astra in application of Covenant n°617 since the required criteria is not met.
67. This conclusion is reached by the Sole Arbitrator notwithstanding the potential invalidity of Covenant n°617 for being only registered with FC Astra (and not with the RFF as the Transfer agreement n°6069), a conclusion which was reached by the RC in its 16 May 2013 decision n°34, but an argument which was not formally raised by either party before CAS.

(ii) *Transfer agreement n°6069:*

68. According to article 4 Transfer agreement n°6069, FC Sibiu:  
*"Shall receive 20% of the economic rights of the player on the next transfer but no less than 20'000 euro. The federative rights shall be 100% owned by (...) [FC Astra]"*.
69. In other words, an indemnity of no less than EUR 20'000.- is due to the Appellant in accordance with this article only if FC Astra did indeed transfer the Player to another club.
70. To that respect, the Sole arbitrator notes that:
  - The contractual relationship between the Player and FC Astra simply expired on 30 June 2013 without any fault committed by FC Astra as decided by the RC in its 8 November 2012 final decision (see § 64 above).
  - The Player was never formally transferred by FC Astra to another club and the registration of the Player with CS Europa Alba (by mean of the civil contract for Football Players n°7100) was carried out on 14 March 2013, namely almost 9 months after expiration of the Service agreement n°17 of 1 February 2010.
71. Accordingly, no indemnity is due to the Appellant by FC Astra in application of Transfer agreement n°6069.
72. Accordingly, the Sole Arbitrator decides to reject the appeal.

## **ON THESE GROUNDS**

**The Court of Arbitration for Sport declares:**

1. The appeal is dismissed;
2. The decision n°34/2013 issued on 16 May 2013 by the Review commission of the Romanian Football Federation is upheld;
- (...)
5. All other claims are dismissed.