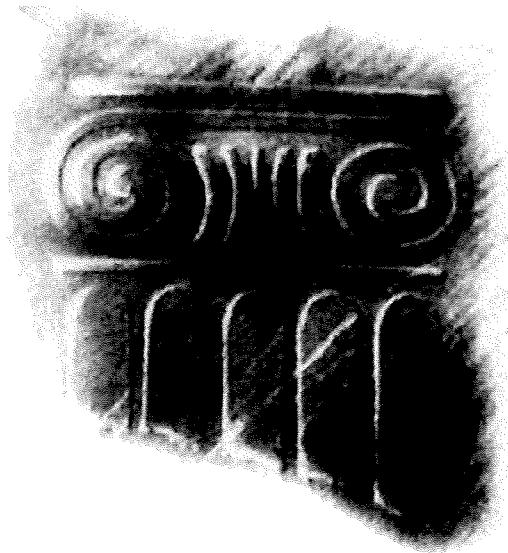


# TAS / CAS

Tribunal Arbitral du Sport  
Court of Arbitration for Sport  
Tribunal Arbitral del Deporte



ARBITRAL AWARD

Al Batin Club, Saudi Arabia

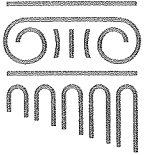
v.

Renato de Araújo Chaves Junior, Brazil

&

Fédération Internationale de Football Association (FIFA), Switzerland

CAS 2022/A/9215 - Lausanne, April 2023



**TAS / CAS**

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2022/A/9215 Al Batin Club v. Renato de Araújo Chaves Junior & FIFA**

**ARBITRAL AWARD**

delivered by the

**COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: Mr Cesare Gabasio, Attorney-at-law in Turin, Italy

in the arbitration between

**Al Batin Club**, Hafar Al Batin, Saudi Arabia

Represented by Mr Nasr Eldin Azzam, Attorney-at-law in Cairo, Egypt

- Appellant -

and

**Renato de Araújo Chaves Junior**, Sao Paulo, Brazil

Represented by Taynan de Araújo Chaves, Attorney-at-law in Sao Paulo, Brazil

- First Respondent -

**Fédération Internationale de Football Association (FIFA)**, Zurich, Switzerland

Represented by Mr Saverio Paolo Spera, Senior Legal Counsel, FIFA Litigation Department

- Second Respondent -

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

**I. PARTIES**

1. Al Batin (the “Appellant” or “Al Batin”) is a Saudi Arabian professional football club, affiliated to the Saudi Arabian Football Association, which, in turn, is affiliated to the Fédération Internationale de Football Association (“FIFA”).
2. Renato de Araújo Chaves Junior (the “First Respondent” or the “Player”) is a Brazilian Football player.
3. FIFA (the “Second Respondent”) is an association under Swiss law that has its registered office in Zurich, Switzerland. FIFA is the governing body of international football at the worldwide level and exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and players worldwide.
4. The Appellant, the First Respondent and the Second Respondent shall be jointly referred to as the “Parties”, where applicable.

**II. FACTUAL BACKGROUND**

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions and evidence adduced in these proceedings. References to additional facts and allegations found in the Parties’ written submissions and evidence will be made, where relevant, in connection with the legal analysis that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, the Award only refers to the submissions and evidence it deems necessary to explain its reasoning.

**A. Backgrounds facts**

6. On 1 October 2020, Al Batin and the Player entered into an employment contract (the “Employment Contract”) valid for two seasons (2020/2021 and 2021/2022) until 4 July 2022.
7. As far as it is relevant for the present proceedings, Article 4 of the Employment Contract provided that:
  - the total net salary due to the Player was USD 2,900,00, to be divided as follows: (i) in the first-year season 2020/2021 USD 1,450,000 divided as monthly salaries on the remaining 9 months of the first season (USD 161,111 x 9 months) due at the end of each month starting from 4 November 2020; (ii) in the second-year season 2021/2022, USD 1,450,000 divided as monthly salaries on the 12 months of the second season (USD 120,833 x 12 months) due at the end of each month starting from July 2021;
  - in the event Al Batin “*fails to comply with the payment of any of the aforementioned instalment within the agreed deadline*”, the Player “*will send a 15-day default notice*”

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

and in the event Al Batin “does not comply with the said payment within the 15 days deadline granted, default interest at a rate of 5% per annum will apply as from the agreed deadline until the effective date of payment”.

8. While Al Batin entirely fulfilled its obligations for the first season 2020/2021, it failed to comply with the payment of the Player’s salary in relation to the months of March, April, May and June of the second season 2021/2022.
9. On 4 July 2022, when the Employment Contract expired, the Player sent a 15 days warning notice, whose receipt is acknowledged by Al Batin, requesting the payment of salaries for the months of March, April, May and June 2022 for a total amount of USD 483,332.

**B. Proceedings before the FIFA Dispute Resolution Chamber**

10. On 1 September 2022, the Player lodged a claim against Al Batin before the FIFA Dispute Resolution Chamber (“FIFA DRC”) for the outstanding remuneration of the Employment Contract in the amount of USD 483,332, plus interest 5% p.a. as from the due date of each instalment until the effective payment.
11. On 5 September 2022, FIFA General Secretariat sent Al Batin and the Player, by e-mail addresses “albatin1399@gmail.com”, “info@albatin.sa” and “taynanchaves@uol.com.br”, the claim lodged by the Player, making the following proposal (the “Proposal”) in order to settle the dispute between them:

*“In accordance with art. 20 of the Procedural Rules Governing the Football Tribunal (hereinafter: the Procedural Rules), the FIFA General Secretariat proposes to settle this matter as follows:*

*The Respondent, Al Batin, shall pay the Claimant, Renato de Araujo Chaves Junior:*

*- USD 483,332 as outstanding remuneration plus 5% interest per annum as follows:*

*On USD 120,833 from 1 April 2022 until the date of effective payment;*

*On USD 120,833 from 1 May 2022 until the date of effective payment;*

*On USD 120,833 from 1 June 2022 until the date of effective payment;*

*On USD 120,833 from 1 July 2022 until the date of effective payment.*

*Payment (including any applicable interest) shall be made within 45 days as from notification of the confirmation letter.*

*This proposal is without prejudice to any future decision issued by the relevant chamber of the Football Tribunal, in case it is rejected by any of the parties.*

TRIBUNAL ARBITRAL DU SPORT  
 COURT OF ARBITRATION FOR SPORT  
 TRIBUNAL ARBITRAL DEL DEPORTE

*In line with art. 20 par. 2 of the Procedural Rules, the parties must either accept or reject the proposal by 20 September 2022.*

*A party that fails to respond to a proposal is deemed to have accepted it.*

*If both parties accept the proposal, a confirmation letter shall be issued. The confirmation letter shall be considered a final and binding decision pursuant to the relevant FIFA Regulations.*

*The Claimant may only accept or reject the proposal. They may not amend their claim.*

*If the Respondent rejects the proposal, it shall provide its response to the claim (including any exhibits duly translated if need be into English, Spanish or French) in PDF format by 20 September 2022 (cf. art. 21 of the Procedural Rules).*

*If either party rejects the proposal, regular proceedings will be conducted and the relevant chamber of the Football Tribunal will make a decision on the matter. In such case, the date of the meeting as well as the composition of the chamber will be confirmed in due course”.*

12. The Appellant did not reply to the Proposal, nor did file a response to the Player’s claim within the granted time limit (i.e. by 20 September 2022).
13. On 22 September 2022, FIFA sent the Appellant and the Player, by e-mail addresses “albatin1399@gmail.com”, “info@albatin.sa” and “taynanchaves@uol.com.br”, the confirmation letter (the “Confirmation Letter”), which reads as follows:

*“Dear Sir, Madam,*

*We refer to the proposal made by the FIFA general secretariat in accordance with art. 20 of the Procedural Rules Governing the Football Tribunal.*

*As both parties – explicitly or tacitly – accepted the proposal, we confirm that the following now constitutes a final and binding decision on all parties pursuant to the FIFA Regulations on the Status and Transfer of Players (hereinafter: the Regulations).*

*Decision*

*The Respondent, Al Batin, shall pay the Claimant, Renato de Araújo Chaves Junior:*

*- USD 483,332 as outstanding remuneration plus 5% interest per annum as follows:*

*On USD 120,833 from 1 April 2022 until the date of effective payment;*

*On USD 120,833 from 1 May 2022 until the date of effective payment;*

*On USD 120,833 from 1 June 2022 until the date of effective payment;*

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

*On USD 120,833 from 1 July 2022 until the date of effective payment.*

*Payment (including any applicable interest) shall be made within 45 days as from notification of the confirmation letter.*

*Full payment (including all applicable interest) shall be made to the bank account set out in the enclosed Bank Account Registration Form.*

*Pursuant to article 24 of the Regulations, if full payment (including all applicable interest) is not made within 45 days of notification of this confirmation letter, the following consequences shall apply:*

- 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.*
- 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the three entire and consecutive registration periods.*

*The consequences shall only be enforced at the request of the Claimant in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations”.*

### **III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

14. On 13 October 2022, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “CAS Code”) against the Player and FIFA with respect to the Confirmation Letter (the “Appealed Decision”).
15. On 24 October 2022, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
16. On 27 January 2023, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code within the extended time limit granted by the CAS Court Office.
17. On 5 February 2023, the First Respondent filed its Answer in accordance with Article R55 of the CAS Code within the granted deadline.
18. On 7 February 2023, the Parties were informed that the Deputy President of the CAS Appeals Arbitration Division appointed Mr Cesare Gabasio, Attorney-at-Law in Turin, Italy, as Sole Arbitrator in accordance with Article R54 of the CAS Code.
19. On 1 March 2023, the CAS Court Office informed the Parties that the Appellant did not provide the Annex 4 within the granted deadline and that the Sole Arbitrator deemed himself sufficiently well-informed to decide the matter based solely on the Parties’ written submissions, without the need to hold a hearing.

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

20. On 1 March 2023, the CAS Court Office, on behalf of the Sole Arbitrator, issued the Order of Procedure, which was duly signed by the Parties. By signing the Order of Procedure, the Parties confirmed the CAS jurisdiction to hear the appeal and their agreement that the Sole Arbitrator may decide the matter based on the Parties' written submission without the need to hold a hearing, declaring that their right to be heard had been respected.

#### **IV. SUBMISSIONS OF THE PARTIES**

##### **A. The Appellant**

21. In its Appeal Brief the Appellant submitted the following requests for relief:

*“In the light of all the above and also under consideration of the factual and legal aspects as outlined in our present position we respectfully request the Sole Arbitrator to rule as follows:*

- i) To accept the Club's Appeal;*
- ii) To cancel and annul the Appealed Decision;*
- iii) To conclude a new Award and decide the final amounts for the Player in light of the Club's calculations.*
- iv) To distribute the costs and expenses of the present Appeal as appropriate”*

22. The submissions of the Appellant, in essence, may be summarized as follows.

- In the warning notice received by the Appellant on 4 July 2022, the Player granted Al Batin a 10-days deadline in violation of Article 14*bis* of the FIFA Regulations on the Status and Transfer of Player (“FIFA RSPT”), which explicitly conditions any termination of the Employment Contract for outstanding salary after a 15-day deadline gets served.
- Al Batin never contested the Player's entitlement to his due monies for parts of April 2022 and May 2022, besides the full amount of June 2022, but, according to the Appellant, the amount owed to the Player is less than the amount claimed by the latter.
- The Calculation of the Player's due amounts is explained in Al Batin's calculation statement allegedly attached as Annex 4.

##### **B. The First Respondent**

23. The First Respondent submitted the following requests for relief:

TRIBUNAL ARBITRAL DU SPORT  
 COURT OF ARBITRATION FOR SPORT  
 TRIBUNAL ARBITRAL DEL DEPORTE

- “a. *To dismiss the appeal lodged by the Appellant against the Decision of 22 September 2022 by the FIFA*
- b. *To maintain and consider the challenged Decisions undisturbed;*
- c. *Subsequently, to deny all the prayers for relief made by the Appellant, including:*
- i. *To applicable law for the present matter should be FIFA Regulations on the Transfer of Players and additionally the Swiss legislation and the Club’s Financial Regulations should be completely disregarded and considered inapplicable;*
- ii. *To applicable the calculation of the Player and the FIFA (confirmation letter) should be considered and the clause must be to apply to interest on arrears according to clause (item 4) of employment contract and Article 24 of RSTP.*
- iii. *To declares that the Article 14bis of RSTP has not been violated by the Player, as the granted a 15 days to the Club to comply with the obligations;*
- iv. *To order the Club to pay the Player of USD 483.332,00 USD plus 5% interest per annum, as follows:*
- *On USD 120,833 from 1 April 2022 until the date of effective payment;*
  - *On USD 120,833 from 1 May 2022 until the date of effective payment;*
  - *On USD 120,833 from 1 June 2022 until the date of effective payment;*
  - *On USD 120,833 from 1 July 2022 until the date of effective payment.*
- v. *To order the Club to pay all costs, expenses and legal fees relating to the arbitration proceedings before CAS encumbered by the Player”.*

24. The submissions of the First Respondent, in essence, may be summarized as follows.

- The Player fully complied with his obligations since the signature of the Employment Contract until its expiry date on 4 July 2022.
- The outstanding salaries owed to the Player according to the Employment Contract amount to USD 483,332, plus 5% interest p.a., since the calculation of the Player and FIFA set out in the Confirmation Letter should be considered.
- Article 14bis of RSTP does not apply, as on 4 July 2022, when the Player sent the warning note, the Employment Contract had already expired and there is no question of termination of the Employment Contract for just cause.
- In any case, in the warning note on 4 July 2022, that the Appellant acknowledged to have received, the Player, in requesting Al Batin the payment of USD 483,332



TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

related to the outstanding salaries due for March, April, May and June 2022, granted a 15-days deadline to comply with its financial obligation.

**C. The Second Respondent**

25. The Second Respondent submitted the following requests for relief:

*“Based on the foregoing, FIFA respectfully requests CAS:*

- (a) to reject the appeal in its entirety and confirm the Appealed Decision.*
- (b) to order the Appellant to bear all costs incurred with the present procedure”.*

26. The submissions of FIFA, in essence, may be summarized as follows.

- The Proposal was duly communicated to the Appellant on 5 September 2022, expressly warning Al Batin that, if it had failed to provide any answer by 20 September 2022, this would have been considered as an acceptance of the Proposal and that the latter would have become binding.
- Since the Appellant failed to reject the Proposal, nor did it submit a response to the Player’s claim within the deadline granted by FIFA, the Proposal became final and binding according to Article 20 of the Procedural Rules Governing the Football Tribunal (the “Procedural Rules”).
- According to CAS jurisprudence, the Appellant’s acceptance of the Proposal leads to its preclusion from challenging the Proposal and the amounts contained herein.

**V. JURISDICTION**

27. The jurisdiction of the CAS, which is not disputed by the Parties, derives from Articles 57 *et seq.* of the applicable FIFA Statutes and Article R47 of the CAS Code. The jurisdiction is further confirmed by the Order of Procedure duly signed by the Parties.

28. It follows that the CAS has jurisdiction to decide on the present dispute.

29. Under Article R57 of the CAS Code, the Sole Arbitrator has the full power to review the facts and the law and, considering himself to be sufficiently well informed, decides this matter on the Parties’ written submissions, having, with the Parties’ agreement, decided not to hold a hearing.

**VI. ADMISSIBILITY**

30. Pursuant to Article 58 (1) of the applicable FIFA Statutes, in connection with Article R49 of the CAS Code, the Appellant had 21 days from the notification of the Appealed Decision to file its Statement of Appeal before CAS.

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

31. The Appealed Decision was notified to the Appellant on 22 September 2022. Its Statement of Appeal was filed on 13 October 2022 and, therefore, was submitted within the deadline of 21 days set out by Article 58 (1) of the FIFA Statutes. The Appeal Brief was filed on 24 October 2022 within the time limit provided for by Article R51 of the CAS Code.

## VII. APPLICABLE LAW

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

*“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”*

33. Pursuant to Article 57 (2) of the applicable FIFA Statutes, “[t]he 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”.
34. As a result, the Sole Arbitrator considers that the present dispute shall be resolved on the basis of the FIFA Regulations and, subsidiarily, based on Swiss Law, whenever warranted.

## VIII. MERITS

35. The Sole Arbitrator has noted the grounds for Appeal presented by the Appellant. However, considering that the Appellant is challenging the Confirmation Letter which was issued as a consequence of the lack of objection against the Proposal, the Sole Arbitrator, before entering into the merits of the Appeal, will first assess whether he is entitled to do so, or whether, in accordance with the principles already expressed by CAS jurisprudence (CAS 2020/A/7517; CAS 2020/A/7516; CAS 2020/A/7252), he is prevented from doing so.

### A. FIFA’s entitlement to issue the Proposal

36. Article 20 of the Procedural Rules (ed. October 2021) provides as follows:

*“1. After determining that the claim is complete, in dispute without prima facie complex facts or legal issues, or in cases where this is clear established jurisprudence, the FIFA general secretariat may make a proposal to finalise the matter without a decision issued by a chamber. Such proposal is without prejudice to any future decision issued by a chamber.”*

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

2. *A party shall accept or reject the proposal within the time limit granted by the FIFA general secretariat.*
  3. *A party that fails to respond to the proposal shall be deemed to have accepted it.*
  4. *Where a proposal is accepted, a confirmation letter will be issued by the FIFA general secretariat. The confirmation letter shall be considered a final and binding decision pursuant to the relevant FIFA regulations”.*
37. The Appellant did not dispute the applicability of Article 20 of the Procedural Rules to the present case, nor did it contest the FIFA general secretariat’s entitlement to issue the Proposal and the fact that it received the Proposal and remained silent, but limited itself to contesting the merits of the dispute and, in particular, the outstanding amount owed to the Player.
  38. The applicability and the correct application of Article 20 of the Procedural Rules, as the correctness of the procedure followed by FIFA general secretariat, are therefore not disputed.
  39. Notwithstanding the above, the Sole Arbitrator finds necessary to outline that Article 20 of the Procedural Rules provides a regulatory basis for the FIFA general secretariat to issue a proposal in disputes “*without prima facie complex facts or legal issues*”.
  40. According to CAS jurisprudence, which the Sole Arbitrator agrees with, the reference to dispute “*without prima facie complex facts or legal issues*” is to be made on a *prima facie* basis and on the basis of the claim alone. The CAS jurisprudence also stated “*the FIFA administration must be afforded ample discretion in determining whether or not it considers a case to be complex and, thus, whether or not to issue a proposal to the interested*” parties “*given that such discretionary power is wholly counterbalanced by the fact that each of*” the parties “*has the right, at its sole discretion, to reject the FIFA proposal and ask for a reasoned decision (with a subsequent right to appeal to the CAS)*” (CAS 2020/A/7517; CAS 2020/A/7516; CAS 2020/A/7252).
  41. The Sole Arbitrator agrees with FIFA’s assessment that the Player’s claim for payment of outstanding salaries submitted on 1 September 2022 did not seem *prima facie* to raise any complex factual or legal issued, thus permitting the FIFA general secretariat to issue the Proposal. In any event the Sole Arbitrator also observes that FIFA did not arbitrarily or unreasonably exert its above-mentioned ample margin of discretion in qualifying this matter as “*simple*” and considering that the Player’s claim did not raise complex factual or legal issues.
  42. It should be also borne in mind that the issuance of the Proposal in no way prejudiced the position of Al Batin, since, as explicitly stated by FIFA general secretariat, Al Batin could have rejected the Proposal or filed a response to the Player’s claim, being by no means required to accept the Proposal.

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

43. For these reasons the Sole Arbitrator finds that FIFA was entitled to notify the Proposal to Al Batin on 5 September 2022.

**B. Notification of the Proposal to the Appellant**

44. The Sole Arbitrator finds that Al Batin's failure to respond to the Proposal can be qualified as an acceptance, only if the Appellant was properly notified of the Proposal and had, therefore, the possibility to reject it.
45. As stated before, the Appellant did not dispute that it actually received the Proposal that FIFA general secretariat sent by e-mail on 5 September 2022. In the Sole Arbitrator's opinion this is in itself enough to consider that the Proposal was correctly notified to Al Batin.
46. For the sake of completeness, the Sole Arbitrator also observes that the e-mail addresses used by FIFA general secretariat to notify the Proposal (info@albatin.sa and "albatin1399@gmail.com") are the same used by the Player to send the warning note on 4 July 2022 and by FIFA to notify the Appealed Decision on 22 September 2022; warning note and Appealed Decision that the Appellant acknowledged to have received.
47. These circumstances therefore confirm that the e-mail addresses, used by FIFA general secretariat to notify the Proposal to Al Batin, are correct and that they were active, both before and after the notification of the Proposal.
48. Accordingly, the Sole Arbitrator finds that the Appellant was properly notified of the Proposal via e-mail on 5 September 2022.

**C. The consequences of the Appellant's failure to timely object against the Proposal**

49. As already stated by CAS jurisprudence (CAS 2020/A/7517; CAS 2020/A/7516; CAS 2020/A/7252), the Sole Arbitrator finds that the regulatory framework implemented by FIFA precludes the Appellant from disputing the content of the Proposal after 20 September 2022 and, accordingly, the Sole Arbitrator to examine the merits of the present dispute.
50. Since Al Batin's silence is deemed acceptance under the pertinent FIFA rules, as set out above, the Appellant is legally deemed to have accepted the content of the Proposal and, by the same token, to have waived its right to reject the Proposal by elapsing of the deadline of 20 September 2022.
51. The implicit acceptance of the Proposal by Al Batin is similar to concluding a settlement agreement. Once it is concluded, a party to the settlement cannot withdraw its consent from the settlement agreement at will, but it is, in principle, legally bound by it.
52. Allowing Al Batin to challenge the content of the Proposal would also constitute a violation of the principle of *venire contra factum proprium*, which – as stated by the CAS jurisprudence – provides that, "*when the conduct of one party has led to raise legitimate*

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

*expectations on the second party, the first party is barred from changing its course of action to the detriment of the second party” (CAS 2020/A/6861). In fact, by failing to object against the Proposal within the time limit granted by FIFA general secretariat without a proper justification, Al Batin induced legitimate expectations on the Player and FIFA that it accepted the Proposal.*

**D. Conclusions**

53. Based on the foregoing analysis and after having taken into due consideration all the specific circumstances of the case, the evidence produced and arguments submitted by the Parties, the Appealed Decision is upheld as the Sole Arbitrator concludes that he is precluded from addressing the merits of the present Appeal.
54. Therefore, the Sole Arbitrator does not consider it necessary to make a final determination as to the substantive issues that are at stake under the merits, included the plea of FIFA relating to its lack of standing to be sued, which is also a question related to the merits of the case according to the well-established CAS jurisprudence (CAS 2020/A/7517).
55. All other and further motions or prayers for relief are dismissed.

**IX. COSTS**

56. Article R64.4 of the CAS Code, which is applicable to the proceeding, provides as follows:

*“At the end of the proceedings, the CAS Court Office shall determine the final amount of the costs of arbitration, which shall include the CAS Court Office fee, the administrative costs of the CAS calculated in accordance with the CAS scale, the costs and fees of the arbitrators, the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale, a contribution towards the expenses of the CAS, and the costs of witnesses, experts and interpreters.*

*The final account of the arbitration costs may either be included in the award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs”.*

57. Article R64.5 of the CAS Code provides as follows:

*“In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties”.*

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

58. In consideration of the outcome of the proceedings and, in particular that the Sole Arbitrator is precluded from examining Al Batin's appeal, the Sole Arbitrator considers reasonable and fair that the costs of arbitration, as calculated by the CAS Court Office, shall be entirely borne by the Appellant.
59. Furthermore, pursuant to Article R64.5 of the CAS Code and taking into account the outcome of the present proceedings and that FIFA was not represented by external counsels, the Sole Arbitrator rules that the Appellant shall bear its own costs and shall pay a partial contribution towards the First Respondent's legal cost in the amount of CHF 3.000 (three thousand Swiss Francs), while FIFA, which was not represented by an external counsel, shall bear its own costs.

TRIBUNAL ARBITRAL DU SPORT  
COURT OF ARBITRATION FOR SPORT  
TRIBUNAL ARBITRAL DEL DEPORTE

## ON THESE GROUNDS

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by Al Batin Club against the Confirmation Letter issued by FIFA Football Tribunal on 22 September 2022 is dismissed.
2. The Confirmation Letter issued by FIFA Football Tribunal on 22 September 2022 is confirmed.
3. The costs of the present proceedings, as calculated by the CAS Court Office, are to be borne by Al Batin Club.
4. Al Batin Club shall pay to Renato de Araújo Chaves Junior the amount of CHF 3.000 (three thousand Swiss Francs), as a contribution of the legal costs incurred in connection with this procedure.
5. Fédération Internationale de Football Association shall bear its own costs.
6. All other motions or prayers for relief are dismissed.

Lausanne, 25 April 2023

**THE COURT OF ARBITRATION FOR SPORT**

Cesare Gabasio  
Sole Arbitrator