Court of Arbitration for Sport



Arbitration CAS 2020/A/7279 Club Al-Raed v. Mohamed Ahmed Atwa Ahmed Aboustait, award of 19 November 2020

Panel: Mr Jacques Radoux (Luxembourg), Sole Arbitrator

Football

Contractual dispute regarding partial payment of an outstanding amount

Admissibility and legal value of a witness statement provided by an employee of the party bearing the burden of proof

The witness statement provided by the accountant of a club bearing the burden of proving the payment of an amount of money cannot be considered to have no legal value for the sole reason that the accountant is an employee of the club. At the outmost, such a contractual relationship may affect the probative value of the witness statement but does not render such evidence inadmissible or devoid of any legal value.

I. PARTIES

- 1. Club Al-Raed (the "Club" or the "Appellant") is a professional football club based in Buraidah, Saudi-Arabia. The Club is affiliated to the Saudi Arabian Football Federation ("SAFF") which, in turn, is a member of the Fédération Internationale de Football Association ("FIFA").
- 2. Mr Mohamed Ahmed Atwa Ahmed Aboustait (the "Player" or the "Respondent"), is a professional football player of Egyptian nationality.

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts and allegations based on the Parties' submissions. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. Although the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain his reasoning.

A. Background of the dispute

4. On 27 January 2018, the Club and the Player concluded an employment contract (the "Contract").

- 5. On 23 July 2019, the Club and the Player signed a "Financial Clearance" (the "Agreement"), according to which the Club committed itself to pay to the Player the amount of Saudi Rival (SAR) 379,642, payable within 60 days as from the day of signature of the Agreement.
- On 24 November 2019, the Player allegedly put the Club in default of payment, arguing that 6. he had not received any amount from the Club.
- 7. On 4 January 2020, in absence of any response from the Club, the Player lodged a claim in front of the Dispute Resolution Chamber of the FIFA (the "DRC") against the Club alleging that the latter had breached the Agreement and requesting the payment of SAR 379,642, plus 5% interest p.a. as of the due date.
- 8. The Club did not file any answer to the claim, allegedly because it didn't receive any correspondence from the DRC.

В. The Decision of the Dispute Resolution Chamber

- On 5 May 2020, the Single judge of the DRC rendered his decision ("Appealed Decision") 9. the operative part of which reads as follows (emphasis in original):
 - "1. The claim of the Claimant, Mohammed Ahmed Atwa Ahmed Aboustait, is accepted.
 - 2. The Respondent, Al-Raed Saudi Club, has to pay the Claimant SAR 379,642, plus interest at the rate of 5% p.a. as from 24 August 2019 until the date of effective payment.
 - 3. The Claimant is directed to inform the Respondent, immediately and directly, preferably to the e-mail address as indicated on the cover letter of the present decision, of the relevant bank account to which the Respondent must pay the amount plus interest mentioned under point III.2. above.
 - 4. The Respondent shall provide evidence of payment of the due amount plus interest in accordance with point III.2. above to FIFA to the e-mail address <u>psdfifa@fifa.org</u>, duly translated into one of the official FIFA languages (English, French, German, Spanish).
 - 5. In the event that the amount plus interest due in accordance with point III.2. above is not paid by the Respondent within 45 days as from the notification by the Claimant of the relevant bank details to the Respondent, the Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods (cf. art. 24bis of the Regulations on the Status and Transfer of Players).
 - The ban mentioned in point III.5. above will be lifted immediately and prior to its complete serving, 6. once the due amounts are paid.
 - *7*. In the event that the aforementioned sum plus interest is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision".

10. In the Appealed Decision, the Single Judge, *inter alia*:

- took into account that the Club, for its part, had failed to present its response to the claim of the Player, in spite of having been invited to do so.
- considered that the Club had renounced its right to defence.
- decided to take a decision upon the basis of the documents already on file, i.e. the statements and documents presented by the Player.
- concluded that the Player had substantiated his claim pertaining to outstanding remuneration of SAR 379,642 with sufficient documentary evidence and that the Club had failed to remit the Player's remuneration in total.
- decided that, in accordance with the general legal principle of pacta sunt servanda, the Club was liable to pay to the Claimant outstanding remuneration in the total amount of SAR 379,642.
- decided that, in account of the Player's request as well as the constant practice of the DRC in this regard, the Club must pay to the Player interest of 5% p.a. on the aforementioned amount as of the due date, i.e. 24 August 2019, until the date of effective payment.
- The grounds of the Appealed Decision were supposedly notified to the Parties on 10 June 11. 2020. However, it follows from a letter from the FIFA, dated 6 July 2020, that, due to an oversight, the grounds of the Appealed Decision were not duly notified to the Club on 10 June 2020, as these grounds were sent to incorrect email addresses. The grounds of the Appealed Decision were attached to the letter dated 6 July 2020. According to FIFA, this letter has to be considered as notification of the Appealed Decision to the Club, whereas the date of 10 June 2020 is to be considered as the date on which the grounds of the Appealed Decision were notified to the Player.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

- 12. On 17 July 2020, in accordance with Article R47 of the Code of Sports-related Arbitration (the "Code") (2019 edition), the Appellant filed its Statement of Appeal with the Court of Arbitration for Sport ("CAS") against the Respondent with respect to the Appealed Decision. In its Statement of Appeal, the Appellant appointed Mr Wouter Lambrecht, Attorney-at-law in Barcelona, Spain, as arbitrator.
- On 23 July 2020, the CAS Court Office informed the Respondent of the initiation of the 13. present appeals proceedings against him as well as of the possibility to start a mediation procedure under the CAS rules and invited the Appellant to file its Appeal Brief within the deadline stated in Article R51 of the Code. Separately, on the same day, the CAS Court Office informed the FIFA of its possibility to request its intervention to the present proceedings.
- 14. On 26 July 2020, the Respondent informed the CAS Court Office that he refused to pay his

- share of the advance of costs, that he considered the appeal to be filed outside of the deadline, and that he requested French as the language of the proceedings. Further, the Respondent nominated Mr Augustin E. Senghor, Attorney-at-Law in Dakar, Senegal, as arbitrator.
- On 28 July 2020, the CAS Court Office acknowledged receipt, on 27 July 2020, of a letter 15. from the Appellant in which it maintained its proposal to have a bi-lingual procedure (English/French) and that, as consequence of the Respondent's refusal to pay his share of advance of costs, it requested the matter to be submitted to a sole arbitrator who would be appointed by the President of the CAS Appeals Arbitration Division.
- 16. On 31 July 2020, the Respondent informed the CAS Court Office that he objected to the appointment of a sole arbitrator in the present proceedings.
- 17. On 3 August 2020, the Respondent informed the CAS Court Office that he agreed with a bilingual procedure.
- 18. On 4 August 2020, the CAS Court Office acknowledged receipt of the Respondent's agreement to a bilingual procedure (English/French) and informed the Parties that, pursuant to Article R50 of the Code, the Deputy President of the CAS Appeals Arbitration Division has decided to submit the present case to a sole arbitrator.
- 19. On 5 August 2020, the CAS Court Office informed the Parties that Mr Jacques Radoux, Legal Secretary to the European Court of Justice, Luxembourg, had been appointed as Sole Arbitrator by the Deputy President of the CAS Appeals Arbitration Division to hear the present appeal.
- 20. On the same day, the CAS Court Office acknowledged receipt of FIFA's letter of that day, informing the CAS that that "FIFA renounces its right to request its possible intervention in the present arbitration proceedings".
- On 17 August 2020, the CAS Court Office acknowledged receipt of the Appeal Brief filed on 21. 14 August.
- 22. On 24 August 2020, the CAS Court Office acknowledged receipt of the Appellant's payment of the total of the advance of costs for the present appeal procedure. Further, it invited the Respondent to submit his answer within 20 days in accordance with Article R55 of the Code and informed the Parties that the Panel appointed to decide on the present proceedings was constituted as follows:
 - Mr Jacques Radoux, Référendaire, European Court of Justice, Sole Arbitrator: Luxembourg
- 23. On 16 September 2020, the CAS Court Office acknowledged receipt of the Respondent's Answer, filed on 13 September 2020, and invited the Parties to state whether they would prefer a hearing to be held in the present matter.
- 24. On the same day, the Appellant answered that it preferred a hearing to be held in the present

- matter. The Respondent did not provide any answer.
- 25. On 28 September 2020, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in the present matter.
- 26. On 7 October 2020, the CAS Court Office sent to the Parties an Order of Procedure, requesting them to return a signed copy of it to the CAS Court Office. On the same day, the CAS Court Office acknowledged receipt of the copy of the Order of Procedure as signed by the Appellant. The Respondent, although having committed, during the hearing, to signing the Order of Procedure, has not returned a signed copy of that Order of Procedure to the CAS Court Office.
- 27. On 22 October 2020, a hearing was organised from Lausanne, Switzerland. Due to COVID-19 restrictions, the hearing was entirely held via video-conference (cisco webex). The Sole Arbitrator was assisted by Ms Delphine Deschenaux-Rochat, counsel to the CAS, who was physically present at the CAS Court Office. The Sole Arbitrator was joined by the following participants:

For the Appellant:

Mr Ali Abbes, counsel

For the Respondent:

Mr Habib Grami, counsel

IV. THE PARTIES' SUBMISSIONS

- 28. The following summary of the Parties' positions is illustrative and does not necessarily include each and every contention put forward by the Parties. The Sole Arbitrator, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.
- 29. The Appellant's submissions may be summarized as follows:
 - The jurisdiction of the Panel to decide upon the present matter is based on Articles 57 and 58 of the FIFA Statutes and Article R47 of the Code. In addition, the present appeal is admissible as it was initiated within the time limit provided under Article R49 of the Code. Indeed, due to an error of the FIFA, the Appealed Decision was only notified to the Appellant on 6 July 2020 and not, as argued by the Respondent, on 10 June 2020. This error occurred because the DRC used a wrong email address to communicate with the Appellant. This error explains as well the absence of the Club in the proceedings before the DRC: it was not aware of these proceedings.
 - As to the applicable law, the Appellant considers that pursuant to Article R58 of the Code, the Arbitration Panel should decide the matter first according to the applicable

regulations. In this case, Article 57.2 of the FIFA Statutes, pursuant to which "the CAS" shall primarily apple the various regulations of FIFA and, additionally, Swiss law".

- As to the merits, the Appellant submits that, the sole question to be resolved in the present matter concerns the exact debt that the Club has vis-à-vis the Player. In this regard, the Appellant argues that it has paid, on 2 December 2019, the amount of SAR 150,000 to the account of A. and that the said amount was then to be transferred to the Respondent. This way of payment had been followed in the past, as the Respondent, who had decided not to acquire a resident permit in Saudi Arabia, did not have a bank account in Saudi Arabia. The Appellant being prohibited to proceed to payments in cash, the Appellant and the Respondent had agreed to pass through the Saudi bank account of another player, i.e. A.
- The submitted bank statements would show that the amount of SAR 150,000 was effectively transferred from A. to the Respondent.
- Further, it would be clear from messages exchanged via WhatsApp between the accountant of the Appellant and the Respondent that the latter was fully aware that the bank wire of SAR 150,000 had been processed.
- In view of the above, and in absence of any other reason for the Club to pay SAR 150,000 to the Respondent than as part of the Agreement, it would be clear that the Respondent acted in bad faith when he filed, on 4 January 2020, his claim to be paid the total amount due under the Agreement, i.e. SAR 379,642.
- Thus, the Appealed Decision should be modified in the sense that the Appellant's debt versus the Respondent is only SAR 229,642.
- In its Appeal Brief, the Appellant submits the following requests for relief
 - "A The Appeal submitted by the club AL RAED is admissible.
 - B The decision taken by the single judge of DRC on 5 May 2020 has to be partially modified by fixing the debt at the amount of 229642 Saudi Rivals
 - C The arbitration costs to be carried out by the respondent.
 - D-To oblige the respondent, to reimburse the appellant, with the advocacy costs, amounting to CHF 5,000.00".
- 30. The Respondent's submissions may be summarized as follows:
 - The Appealed Decision has been notified to the Parties on 10 June 2020. Thus, the deadline to file the appeal expired on 30 June 2020. The second notification of the Appealed Decision, dated 6 July 2020, cannot be opposed to the Respondent, as the notification was not the Respondent's responsibility. There are no legitimate reasons for the FIFA to proceed to a second notification and to infringe the Respondent's rights and the procedure. In view of the above, it would be obvious that the statement of appeal on 17 July 2020 was not filed timely and that the appeal has to be dismissed.

- The arguments brought forward to establish that it has fulfilled part of its financial obligations under the Agreement show that the Appellant does not want to pay its debts towards the Respondent. Indeed, it would not be normal that a professional football club does not have a bank account it can use to make a money transfer and that it pays its debts to the Respondent via the bank account of another player, A., who is not aware of this transfer from his bank account on behalf of a third party.
- The witness statement of the Club's accountant has no legal weight as the accountant is an employee of the Club and that statement is only a new episode of the Club's scam.
- The player via who's account the payment of SAR 150,001 has allegedly been done denies that the Club has asked him to transfer that amount from his account to the Respondent's account. The Club would, recently, have tried to get an admission by the A. in this respect. This would show the Club's bad faith.
- A. further denies that the Club gave him some money in order to transfer it to the Respondent and is willing to testify in the present procedure.
- In view of the above, it has to be concluded that the Appellant has not fulfilled its obligations from the Agreement and has no solid and reliable proof of the contrary, in particular concerning the amount of SAR 150'001.
- 31. The Respondent therefore requested the Panel to decide as follows:
 - "1. Veuillez rejeter l'appel de Al Raed club.
 - 2. Veuillez imposer les frais de l'arbitrage à l'appelant.
 - 3. veuillez imposer à l'appelant de rembourser à l'intimé les frais d'Avocatie d'un montant de 5000 dollars".

[free translation:

- To reject the appeal of Club Al-Raed. 1.
- 2. To order the appellant to bear the costs of the arbitration.
- 3. To order the Appellant to reimburse the Respondent's lawyer's fees of an amount of USD 5'000].

V. JURISDICTION OF THE CAS

32. The question of whether or not the CAS has jurisdiction to hear the present dispute must be assessed on the basis of the lex arbitri. As Switzerland is the seat of the arbitration and none of the Parties are domiciled in Switzerland, the provisions of the Swiss Private International Law Act ("PILA") apply, pursuant to its Article 176 paragraph 1. In accordance with Article 186 of PILA, the CAS has the power to decide upon its own jurisdiction ("Kompetenz-Kompetenz").

- 33. Article R47 of the CAS Code provides, inter alia, as follows:
 - "An appeal against the 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 it prior to the appeal, in accordance with the statutes or regulations of that body."
- 34. The Appellant relies on Article 58 paragraph 1 of the FIFA Statutes, which states as follows:
 - "Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question".
- The Panel notes that the Appealed Decision qualifies as a "decision of a federation" in the meaning 35. of Article R47 of the Code, and that the FIFA Statutes provide for a possibility to appeal its final decisions before the CAS. Moreover, the Panel notes that the jurisdiction of the CAS is not disputed by the Respondent.
- 36. It follows that the CAS has jurisdiction to hear this dispute.

VI. **ADMISSIBILITY**

37. Article R49 of the Code provides as follows:

> "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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the President of the Panel renders her/his decision after considering any submission made by the other parties".

- 38. As already set out in para. 34 of the present award, Article 58 of the FIFA Statutes read as follows:
 - "Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question".
- 39. As the Respondent correctly argues, the grounds of the Appealed Decision were a first time notified on 10 June 2020.
- However, in its letter to the Parties dated 6 July 2020, FIFA acknowledged that "due to an 40. oversight" of its part the grounds of the Appealed Decision were not "duly notified" to the Appellant as they were sent to incorrect email addresses. Given that it is uncontested that the obligation to proceed to the valid notification of the Appealed Decision was lying with the

FIFA and that, contrary to what has for example been the case in CAS 2018/A/5596, there is no indication that there was a failure on the side of the Appellant, the violation of that obligation cannot be to the detriment of the party whose right to a valid notification has been infringed. Given that it is further uncontested that the Appealed Decision was validly notified to the Respondent on 10 June 2020, the rights of the latter cannot, contrary to what the Respondent argues, be considered to have been infringed. Finally, the fact that, on 6 July 2020, the FIFA proceeded to what the Respondent qualifies as "second notification", does not infringe the Respondent's right of procedure neither as the "first notification" was, as far as the Appellant is concerned, obviously not valid. The Sole Arbitrator finds that in circumstances like the ones at hand the decision of the FIFA to proceed to a second, this time valid, notification of the grounds of the Appealed Decision to the Appellant cannot be considered, contrary to what was the case in CAS 2018/A/5898, as reviving the 21-day time limit to lodge an appeal against the Appealed Decision which would already have been extinct and that there is, thus, no violation of the principle of legal certainty.

- 41. The Appellant received notification of the Appealed Decision by email on 6 July 2020 and filed its statement of appeal on 17 July 2020.
- 42. By doing so, the Appellant manifestly respected the 21-day period set out in Article 58 of the FIFA Statutes to file the appeal. The Statement of Appeal further complies with all the other requirements set forth by Article R48 of the Code.
- In the light of the foregoing, the Sole Arbitrator finds that the appeal is admissible. 43.

VII. APPLICABLE LAW

44. Pursuant to Article R58 of the Code, in an appeal arbitration procedure before the CAS:

"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".

- 45. In addition, Article 57 para. 2 of the FIFA Statutes stipulates the following:
 - "The provisions of the CAS Code of Sports-Related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".
- The Sole Arbitrator therefore applies the various regulations of FIFA, in particular the 46. Regulation on the Status and Transfer of Players (the "RSTP"), and, subsidiarily, Swiss law.

VIII. MERITS OF THE APPEAL

47. In light of the submissions made by the Parties, the only issue to be examined by the Sole Arbitrator is whether or not the Appellant can be considered as having established to the requisite legal standard that it has paid a part of the amount of SAR 379,642 referred to in the Appealed Decision before the latter was rendered.

- If, at first sight, it might seem surprising that a football club of the level of the Appellant 48. would fulfill its financial obligations towards some of its employees, i.e. players, by proceeding to indirect bank transfers via third parties, such as another player, it must, at second sight, be noted that in the present case that appears nonetheless to have been common practice. Indeed, first, it is uncontested, that the Respondent never had an account in Saudi Arabia as he had not applied for a residence permit in that country. Second, it not only follows from the elements in the file but also from the pleadings during the hearing that the Appellant had, before the alleged transfer in December 2019, on several occasions transferred money to the Appellant via the account of A.
- 49. Further, it is clear from the evidence produced by the Appellant that, on 2 December 2019, an amount of SAR 150,000 has been transferred from A.'s Saudi account to the Appellant's Egypt account. Although having pointed out that it seems unbelievable that the Appellant would not have a bank account from which it could transfer the Respondent the amount it owed to the latter, the Sole Arbitrator notes that neither the validity of the exhibit nor the reliability of the witness statement of the bank employee, provided by the Appellant, were contested by the Respondent. Also, the witness statement provided by the accountant of the Club, according to which he has transferred the amount of SAR 150,000 to the Respondent's account in Egypt with "his teammate's residence license", A., cannot, contrary to what the Respondent argues, be considered to have no legal value for the sole reason that the accountant is an employee of the Appellant. At the outmost, such a contractual relationship may affect the probative value of a witness statement but does not render such evidence inadmissible or devoid of any legal value.
- 50. In this regard, the Sole Arbitrator finds the argument, raised by the Respondent, according to which the Appellant is of bad faith and tries, by pretending that the transfer of SAR 150,000 executed on 2 December 2019 was a partial payment of the amount agreed upon in the Agreement, to scam him (rip him off), unpersuasive. Indeed, it is uncontested that the Appellant's accountant informed the Respondent, via WhatsApp message, of the money transfer dated 2 December 2019 and that the Respondent answered the message be thanking the accountant for that information. Moreover, no explanation has been provided by the Respondent as to what other purpose this money transfer could have had than that of a partial payment of the amount set out in the Agreement. In particular, it is not alleged that the SAR 150,000 in question correspond to a debt that A. would have had towards the Respondent.
- 51. Additionally, the Respondent's affirmations that A. (i) denies having received, from the Appellant, SAR 150,001 in order to transfer that amount to the Respondent and (ii) denies that the Appellant has asked him to transfer the amount of SAR 150,000 to the Respondent's account in Egypt, are not supported by any evidence as A. has neither provided a witness statement nor testified during the hearing. Thus, these affirmations have to be considered as pure allegations.

- 52. This conclusion is corroborated by the fact that the Respondent has provided no evidence that A. has taken any legal action against the Appellant or the bank in question for the alleged abuse of his Saudi bank account. The argument, brought forward by the Respondent, according to which A. refrained from providing a witness statement, from testifying as witness during the hearing and engaging legal actions against the Saudi bank and/or the Appellant, because he was and still is submitted to some kind of pressure due to the fact that he has concluded a new employment contract with a football club in Saudi Arabia is not supported by any tangible elements of evidence either and has, thus also to be considered as pure allegation.
- 53. In view of the above, the Sole Arbitrator is comfortably satisfied that the Appellant has, on 2 December 2019, made a partial payment of SAR 150,000 to the Respondent as part of the Agreement.
- 54. As a result, the Sole Arbitrator concludes that, on the date on which the Appealed Decision was rendered, i.e. 5 May 2020, the amount still owed by the Appellant to the Respondent in application of the Agreement was of SAR 229,642 and not of SAR 379,642 as held in the Appealed decision. Paragraph 2 of the Appealed Decision has thus to be amended.
- 55. The Appellant having confirmed that the scope of its requests for relief is limited to the amount to be paid to the Respondent, the Sole Arbitrator considers that, in absence of any public policy issues, all other aspects of the Appealed Decision have to be confirmed.
- 56. Therefore, the second point of the operative part of the Appealed Decision has to be amended in the sense that, as of 3 December 2019, the Appellant has still to pay the Respondent SAR 229,642, plus interest at the rate of 5% p.a. as from 24 August 2019 until the date of the effective payment.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

The appeal filed by Club Al-Raed on 17 July 2020 against Mr Mohamed Ahmed Atwa Ahmed 1. Aboustait with respect to the decision rendered by the FIFA Dispute Resolution Chamber judge on 5 May 2020, is admissible.

- 2. The appeal filed by Club Al-Raed on 17 July 2020 against Mr Mohamed Ahmed Atwa Ahmed Aboustait with respect to the decision rendered by the FIFA Dispute Resolution Chamber judge on 5 May 2020 is upheld.
- Paragraph 2 of the decision rendered on 5 May 2020 by the FIFA Disputed Resolution 3. Chamber judge is amended as follows:

"The Respondent, Al Raed Saudi Club, has to pay the Claimant the amount of SAR 379,642 plus interest at the rate of 5% p.a. as from the 24 August 2019 until the date of effective payment. As from 3 December 2019, that amount still to be paid by Al-Raed Saudi Club to the Claimant and producing interests of 5% p.a. until the date of effective payment is reduced by SAR 150,000 to SAR 229,642".

The remainder of the decision rendered on 5 May 2020 by the FIFA Disputed Resolution Chamber judge is confirmed.

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- 6. All other motions or prayers for relief are dismissed.