Arbitration CAS 2010/A/2202 Konyaspor Club Association v. J., award of 9 May 2011

Panel: Mr Mark Hovell (United Kingdom), President; Mr Bernard Hanotiau (Belgium); Mr Jinwon Park (Korea)

Football
Contract of employment
De novo hearing
Breach of contract with just cause
Compensation for breach
Reduction in the penalty clause

1. **Pursuant to Art. R57 of the Code, it is one of the Panel's options to refer the dispute back to the FIFA Dispute Resolution Chamber (DRC), but the Panel can also decide to issue a new decision that will replace the Appealed Decision or, indeed, would confirm the Appealed Decision.**

2. **The late payment by a club of the contractual instalments to the player on several occasions constitutes a breach of contract which entitles the player to terminate the contract, with just cause.**

3. **The calculation of the compensation for a breach should be examined in light of the mechanism provided for in the contract. Despite the fact that the Contract has been terminated with just cause, Art. 17 of the Regulations on the Status and Transfer of Players (RSTP) which deals with compensation for breaches without just cause may nevertheless be of assistance. In addition, Art. 17 directs a Panel to consider any penalty clause in the first instance. In this respect, pursuant to the Contract and to the Swiss Code of Obligations (Art. 337 (b) CO), the starting point for any compensation would be the balance of monies due under the Contract that remains.**

4. **As regard the question as to whether it is possible for a liquidated damages clause to derogate in advance the legal provisions of the CO related to the compensation of damages, in particular whilst the contractual "will of the parties" states that the player does not have to account for his subsequent earnings, the issue can be reviewed along with Art. 163 para. 3 CO. The article provides that excessively high liquidated damages shall be reduced at the discretion of the judge. In this respect, the Swiss Federal Tribunal held that this norm is part of public policy and that as a consequence the judge must apply it even if the debtor did not expressly request a reduction, whilst observing a degree of deference, in order to respect the contract as much as possible. As such, a reduction in the penalty clause by the judge is justified when there is a significant disproportion between the agreed amount and the interest**

of the creditor to maintain his entire claim, measured concretely at the moment that the contractual violation took place.

The Appellant is Konyaspor Club Association or Konyaspor Kulübü ("Konyaspor" or "the Appellant"), a football club currently competing in the Süper Lig in Turkey. It is a member of the Turkish Football Federation (TFF), which is affiliated to Fédération Internationale de Football Association (FIFA).

The Respondent is the French professional footballer, J. ("the Respondent" or "the Player"), currently playing for Leyton Orient Football Club in Division One of the English Football League ("Leyton Orient"), having previously played for Konyaspor.

On 2 February 2008, the Player signed a contract with the Appellant, which was due to expire on 30 June 2011 ("the Contract").

The monthly salaries of EUR 25,000 due under the Contract to the Player were not paid on the due date in August, September and October 2008 (either the 10th or 26th day of each month, as discussed below, but in all three months not by the 26th day).

On 23 October 2008, the Player's attorney sent a formal letter of demand in relation to the non-payment of the August and September salaries to the Respondent.

On 5 November 2008, the Player lodged a complaint with FIFA and asserted that he had the right to terminate the Contract with just cause.

On 18 November 2008, the Appellant paid the sum of EUR 50,000 to the Player, representing his August and September 2008 salaries. The Appellant notified FIFA of the payment on 19 November 2008 and confirmed receipt of it on 20 November 2008.

Further, on 18 November 2008, the Appellant fined the Player EUR 6,000. The Player complained that he was not given an opportunity to defend the grounds for the fine, nor the proportionality.

On 20 November 2008, the Respondent's attorney requested that the October salary be paid by 27 November 2008.

On or around 27/28 November 2008, the Appellant wrote to the Respondent's attorney and stated that it transferred the October salary to the Player's bank account. Although the letter was dated 27 November 2008, the copy of the bank transfer attached to it was dated 28 November 2008.

On 28 November 2008, the Player left Turkey and returned to France. His attorney faxed FIFA to inform it that a mutual settlement had not been achieved.

On 5 December 2008, as part of the proceedings through the Dispute Resolution Chamber of FIFA (DRC), the Appellant lodged a counterclaim against the Player, stating that the Respondent was in breach of the Contract.

On 2 February 2009, the Player signed a short term contract with Huddersfield Town Football Club ("Huddersfield"), due to expire on 30 June 2009. Then, the Football Association in England submitted a request for the international transfer certificate (ITC) from the TFF. However, the TFF refused to issue the ITC, and consequently Huddersfield never registered the contract with the Player.

On 16 July 2009, the DRC heard the complaint and reached a decision (the "Appealed Decision" or the "DRC Decision"), in which it determined that:

> *"1. The employment contract signed between the Claimant/Counter-Respondent, the player J., and the Respondent/Counter-Claimant, the club Konyaspor, was terminated on 5 November 2008.*
>
> *2. The claim of the Claimant/Counter-Respondent, the player J., is partially accepted.*
>
> *3. The Respondent/Counter-Claimant, the club Konyaspor, is ordered to pay to the Claimant/Counter-Respondent, the player J., the amount of EUR 966,930 within 30 days as from the date of notification of this decision.*
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> *4. Any further claims lodged by the Claimant/Counter-Respondent, the player J., are rejected.*
>
> *5. In the event that the above-mentioned amount is not paid within the stated deadline, an interest rate of 5% per year will apply as of expiring of the fixed time limit and the present matter shall be submitted upon the party's request to FIFA's Disciplinary Committee for its consideration and decision.*
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> *6. The Claimant/Counter-Respondent, the player J., is directed to inform the Respondent/Counter-Claimant, the club Konyaspor, immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.*
>
> *7. The counterclaim of the Respondent/Counter-Claimant, the club Konyaspor, is rejected".*

On 1 January 2010, the Player signed a short term contract with Leyton Orient and later, on 1 March 2010, they signed another contract for further two years and a half.

On 16 July 2010, the DRC Decision was notified to the parties and to Huddersfield.

On 6 August 2010, the Appellant filed its combined Statement of Appeal and Appeal Brief with the Court of Arbitration for Sport (CAS) against the DRC Decision.

The Appellant filed with the CAS its combined Statement of Appeal and Appeal Brief challenging the DRC Decision, and requesting the *"reversal of 16.07.2009 dated, 09/00304 reference number resolution of FIFA Dispute Resolution Chamber due to it being unjudicial; if it is considered necessary to return to FIFA Dispute Resolution Chamber or CAS for reconsidering and re-decreeing to leave jurisdiction and attorney fee to counter party".*

The Appellant sought a stay of execution of the DRC Decision. The President of the Appeals Arbitration Division at the CAS issued an order on 29 October 2010 dismissing the request, in the light of Art. R52 of the Code of Sports-Related Arbitration ("the Code").

The Appellant also requested a copy of the Player's contracts with Leyton Orient and details of all payments received by the Player from Leyton Orient.

On 10 August 2010, the CAS Office requested the Appellant to clarify certain matters within its combined Statement of Appeal and Appeal Brief. On 19 and 20 August 2010, the Appellant completed its Statement of Appeal serving as appeal brief and filed an additional exhibit (the Appealed Decision).

On 24 August 2010, the CAS Office assigned the matter to the Appeals Division of the CAS and initially gave the Respondent 20 days from then to file his Answer.

On 14 September 2010, the Respondent requested a short extension of time to file his Answer by 21 September 2010. In addition, the Respondent referred to Art. R55 of the Code, requesting that his Answer be filed only after the advance of costs would be paid. The CAS Office responded on the same day to confirm that a new deadline for the Respondent to file his Answer would be set after the advance of costs would be paid by the parties.

The Appellant paid both parties' share of the advance of costs, and, on 22 October 2010 the CAS Office set a revised deadline of 20 days for the Respondent to file his Answer.

On 25 October 2010, the Respondent filed his Answer with the CAS.

On 4 November 2010, the Appellant challenged the Respondent's Answer and claimed that it had been filed outside of the deadline set by Art. R64.2 of the Code and that it should be deemed inadmissible, as the Respondent had not paid his share of the advance of costs pursuant to Art. R64.2 of the Code.

On 18 November 2010, the Panel determined that:

(a) the counterclaims contained within the Respondent's Answer were inadmissible, as pursuant to Art. R55 of the Code, counterclaims are not possible in appeals procedures. If the Respondent wished to challenge the Appealed Decision, it should have done so by his own appeal against the Appealed Decision, brought within the stipulated deadline;

(b) it was satisfied that the Answer had been filed within the extended deadlines set by the CAS Office, in accordance with the Code; and

(c) Art. R64.2 of the Code applies to appeals, not answers. Therefore, the non-payment of the advance of costs by the Respondent (which was paid by the Appellant) did not result in the inadmissibility of his Answer.

By letter dated 25 November 2010, the Appellant again requested the details of all payments the Player had received from other clubs and copies of any contracts. On 29 November 2010, the Panel pursuant to Art. R44.3 of the Code ordered the Respondent to provide this.

On 16 December 2010, the CAS Office again requested the Respondent to file any contracts that he had signed with other clubs, to provide details of any payments that he had received from such other clubs between November 2008 to date, and to produce any related documentation.

On 17 December 2010, the Respondent filed further copies of his contract with Huddersfield and Leyton Orient. However, as the Leyton Orient contract filed had already expired, on 7 January 2011, the CAS Office requested the Respondent to file the subsequent contract he had signed with Leyton Orient. The Respondent specified that, as Huddersfield was unable to register the first contract, due to the lack of the Player's ITC, he was not paid under that contract. This contract was dated 1 January 2010 and was to expire on 30 June 2010. It provided that the Player was to receive a basic wage of £1,200 per week, an appearance bonus of £200 per match (or £100 per match if he would make the field of play as a substitute) and a goal scoring bonus at the end of the season of £1,000 when he would score 4 goals for that club, £2,000 if 8 goals, or £4,000 if 12 goals.

On 8 January 2011, the Respondent filed his second contract with Leyton Orient dated 1 March 2010, which commenced on that date and was to expire on 30 June 2012. Under this second contract, the Player was to receive a basic wage of £2,000 per week (which might increase or decrease with promotion/relegation); an appearance bonus of £200 per match (or £100 per match if he would make the field of play as a substitute); a goal scoring bonus at the end of the season of £4,000 when he would score 10 goals for that club, £8,000 if 15 goals or £12,000 if 20 goals; a promotion bonus of £10,000 (or £5,000 if promotion is via the play offs) should the club get promoted at the end of the 2010/11 season and the Player would have appeared in over 30 games in that season; and 10% of any transfer fee, if the club would sell him during the currency of that second contract.

The Respondent also produced a letter from Leyton Orient confirming that, on 8 January 2011 he had received from the club £65,883.23, after tax.

The Respondent requested a hearing. The Appellant remained silent on this point. On 17 December 2010, the Panel decided that a hearing should be held. Further, on 10 January 2010, the Parties duly signed the Order of Procedure beforehand.

A hearing was held on 17 January 2011 at the CAS premises in Lausanne, Switzerland.

LAW

CAS Jurisdiction

1. The jurisdiction of the CAS, which is not disputed between the parties, derives from Art. 62 and 63 of the FIFA Statutes (August 2008 edition) as well as Art. R47 of the Code.

2. Under Art. R57 of the Code, the Panel has the full power to review the facts and the law and may issue a *de novo* decision superseding, entirely or partially, the appealed one. The parties confirmed this position by all signing the Order of Procedure in this matter.

Applicable law

3. Art. R58 of the 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".

4. Moreover, Art. 62 paragraph 2 of the FIFA Statutes provides that the:

   "Provisions of the CAS Code of Sport-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".

5. In the present matter, the parties did not agree on the application of any particular law in their written submissions. The Appellant, whilst not expressly asserting the application of Turkish Law, does refer to the same in its combined Statement of Appeal and Appeal Brief. At the hearing, both parties agreed that the rules and regulations of FIFA shall apply primarily and Swiss Law shall apply subsidiarily. The Panel agreed with this position.

6. The dispute at hand was submitted by the Player to the DRC on 5 November 2008, as was confirmed by FIFA in the DRC Decision, after 1 January 2008, which is the date the 2008 version of the Regulations on the Status and Transfer of Players ("the Regulations") came into force, and as such, the 2008 version of the Regulations are relevant for this case.

Admissibility

7. The DRC Decision, dated 16 July 2010, was notified to the Parties on 17 July 2010 by fax. Therefore, pursuant to Art. 63, paragraph 1 of the FIFA Statutes, the Appellant had until 6 August 2010 to file the Statement of Appeal. Hence, as the Statement of Appeal was filed on the stipulated deadline, the Appeal is admissible. The Appellant complied with all other requirements of Art. R48 of the Code, including the payment of the CAS Court Office fees.

8. The Answer was filed within the deadline provided by the Code.

New Documents

9. At the hearing, a pack of the English translation of various Articles from the Swiss Code of Obligations was used by the Panel and the parties.

Merits

10. The Panel noted the Appellant's suggestion that this dispute may be referred back to the DRC. Pursuant to Art. R57 of the Code, it was one of its options, but the Panel could also issue a new decision that would replace the Appealed Decision or, indeed, would confirm the Appealed Decision. In this instance the Panel decided to deal with the dispute itself and as such, determined the following:
    (a) Who breached the Contract and when?
    (b) Was such a breach with or without just cause?
    (c) How should the compensation be calculated?
        (i) In particular, is there any valid liquidated damages clause?
        (ii) If not, then how should such compensation be calculated?
    (d) Has the injured party an obligation to mitigate its position?
    (e) If so, has the injured party mitigated its position and to what extent?
    (f) Should interest accrue on any compensation?
    (g) What is the position with regards to any other prayers for relief?

11. The Panel noted the position of the Appellant who had asserted its "right" to always pay the Respondent 45 days late, by virtue of clause 11 of the Contract. According to the Appellant by the time the Respondent left the Club on 28 November 2008, it had actually paid all arrears, remedying any breaches, including the October instalment which was paid within this 45 days deferral period. Consequently, the Contract was breached by the Respondent on 28 November 2008.

12. On the other hand, the Respondent contended that his letter dated 5 November 2008 to FIFA had terminated the Contract with just cause. At that time, the Appellant failed to react to his letter and two instalments were due, whether the date for payment was the 10th (as he argued it was) or the 26th of the month. All letters between the Respondent's attorney and the Appellant and/or FIFA after that date remained consistent to the date of termination.

13. The Panel took note of the fact that the Contract was amended, so that the payment dates were on the 10th of the month. This change had been initialled and agreed by the Appellant's

signatory. Despite the fax from the Appellant dated 27 November 2008, as demonstrated by the bank transfer notice, the payment of the October instalment was not made until 28 November, at the earliest, which was after the Player had left for France. Whilst the Panel did not agree that clause 11 of the Contract would have given the Appellant a right to always pay late (it was rather setting out the consequences of doing so), even if it did, the Appellant was still in breach by 28 November 2008 as more than 45 days had elapsed since 10 October, when the October instalment was due. Furthermore, the Appellant was in breach of clause 11 in relation to the August and September instalments when the Respondent through his attorney wrote to FIFA on 5 November 2008.

14. As such, it could be argued (as it was by the Respondent and it was accepted by the DRC) that the Appellant was in breach of the Contract since 5 November 2008 and that the Respondent acted upon that breach at that time and wrote to FIFA confirming that he had terminated the Contract with just cause. To the contrary, the Appellant claimed that the Contract was not breached until 28 November 2008. In any event, the Panel is satisfied that at both dates the Appellant was in breach and that it breached the Contract.

15. The Panel further noted that the Respondent continued to train and attend the Appellant's premises between 5 and 28 November 2008. It wondered why the Respondent did so if he had terminated the Contract on 5 November 2008. The Respondent was clear on this point at the hearing: he was following FIFA's suggestion that an amicable settlement could be reached, as without one he might have (and did) struggle(d) to find another club to employ him. Considering this, the Panel agrees with the DRC that because the Appellant had breached the Contract on several occasions, the Respondent was entitled to terminate it, with just cause, on 5 November 2008.

16. Then, the Panel noted that the Contract provided for a mechanism for calculating the compensation for a breach within clause 11. As the Contract had been terminated with just cause, this is not a matter where Art. 17 of the Regulations is of direct assistance (as it deals with compensation for breaches without just cause). However, the Panel notes firstly the various authorities and the FIFA commentary (Prof. HAAS's article on "Football Disputes between Players and Clubs before the CAS", published by BERNASCONI/RIGOZZI in "Sport Governance, Football Disputes, Doping and CAS Arbitration", 2nd CAS & FSA/SAV Conference, Lausanne 2008, Weblaw Bern 2009) that suggests Article 17 is of assistance for terminations with and without just cause, and secondly, that Article 17 directs a panel to consider any penalty clause in the first instance. The wording of clause 11 is as follows:

"In the case of late payment of salary and/or bonuses and/or signing on fee, later than 45 days of the agreed date, by the club to the player, the player has to his choice, the right of a free transfer without any compensation payable to the club whatsoever. Even in the event the player uses his right of a free transfer to another club, the club is still obliged to fulfil all agreed financial conditions between the player J. and Konyaspor Kulubu, until 30/06/2011 in which default of payment has occurred and the player will not [be] entitled to any other right of compensation whatsoever with regard to the default mentioned heretofore".

17. Pursuant to this provision, in case the Appellant would breach the Contract, the Respondent would be allowed to sign with another club and the Appellant could not seek any

compensation – so the Player would be a "free agent". And "even in the event…" he would do so, the Appellant would have to pay all sums due to the Respondent until 30 June 2011 – nothing more, nothing less.

18. On the question of compensation for a breach with just cause, the Panel also examined Swiss Law, as the Regulations were silent on this point, as opposed to a breach without just cause. Art. 337(b) of the Swiss Code of Obligations ("CO") provides the following:

"If the valid reason for the termination of the employment relationship without notice is one party's conduct contrary to the agreement, such party shall fully compensate for damages, taking into account all claims arising from the employment relationship".

19. Pursuant to this clause and to the Contract, the Panel determines that the starting point for any compensation would be the balance of monies due under the Contract that remains.

20. The Panel adds that the Respondent's additional claims in its Answer, his counterclaims, are not admissible in this matter for the reasons set out above.

21. Concerning the question whether the Respondent was obliged to mitigate, the Panel notes that the express wording of the Contract is that "even if" the Respondent would find another club and claims his free transfer (at which stage he would start to earn from such new employment), he would be entitled to the balance of sums due under that Contract until its expiry on 30 June 2011. The Respondent referred to this as "the will of the parties". However, the Appellant felt that the fact of not taking into account the player's earnings at the football clubs of Huddersfield and Leyton Orient would result in an unjust enrichment for the Respondent.

22. Prior to the hearing, the Respondent produced written evidence from Huddersfield, stating that he did not receive any payments from this club as the Appellant held onto his ITC and as the contract with the Respondent could not be registered. In addition, Leyton Orient stated that £65,883.23 had been paid net to the Respondent, with a further 25 weeks at £2,000 per week, gross, to be earned by the Respondent, regardless of uncertain bonuses relating to appearances, goals scored and whether Leyton Orient gained promotion. The Panel cannot take these latter elements into account due to their uncertain nature. Assuming a Tax rate of 40% (as is the case in England for earners at the Respondent's level as at the date of this award), the Respondent had earned £109,805 gross up to 8 January 2008 and could expect a further £50,000 gross up to 30 June 2011, totalling £159,805 (roughly EUR 185,840, as at the date of this award). This sum represents just less than 20% of the remaining remuneration of the Contract, had the same not been terminated with just cause.

23. The Panel was directed to certain jurisprudence of the CAS by the Respondent which indicated that under Swiss Law, the Panel would not be obliged to make any deductions for mitigation. The Appellant on the other hand referred to the Swiss Code of Obligations, particularly Art. 163.

24. Whilst within Art. 337b of the CO, there is no "set-off" limb, the Panel notes the position of previous CAS panels (such as in CAS 2006/A/1180 and TAS 2008/A/1491 (the "L. case")) which apply the wording of Art. 337c, by analogy:

"The employee must permit a set-off against this amount for what he saved because of the termination of the employment relationship, or what he earned from other work, or what he has intentionally failed to earn".

25. In the L. case, the panel cited a Swiss Supreme Court judgement (ATF 133 III 657) which confirmed that Art. 337c (1) and (2) of the CO apply by analogy to Art. 337b, but went on to say (at Para 84) that this does *"…not necessarily supersede the contractual intent of the parties".* This is because Art. 337c (2) does not belong to the category of Articles from which it is not possible to derogate (as more particularly detailed in Art 361 and 362 of the CO). *"The parties can therefore expressly provide that the employee will not have to add to his claims any income received between the date of the breach of the contract and its expiry".*

26. On the other hand, the Panel is aware that some academics question whether it is possible for a liquidated damages clause to *"derogate in advance the legal provisions [of the CO] related to the compensation of damages…Accordingly, the convention of corresponding penalty clauses is not admissible".* (An extract from Basler Kommentar by HONSELL/VOGT/WIEGAND, 4th ed., 2007).

27. Whilst the Panel notes the "will of the parties" as stated in clause 11 which stated that the Respondent does not have to account for his subsequent earnings *"even in the event the player uses his right of a free transfer to another club"*, it determined to review this point along with Art. 163 CO below.

28. The Appellant argued that the Panel should consider Art. 163 of the CO. The Panel notes that this was considered at paras 97 to 101 of the L. case too:

97. "Finally, Article 163 al. 3 CO provides that «excessively high liquidated damages shall be reduced at the discretion of the judge ».

98. The Swiss Supreme Court held that this latter norm is part of public policy and that as a consequence the judge must apply it even if the debtor did not expressly request a reduction, whilst observing a degree of deference, in order to respect the contract as much as possible (ATF 133 III 201, c. 5.2).

99. As such, a reduction in the penalty clause by the judge is justified « when there is a significant disproportion between the agreed amount and the interest of the creditor to maintain his entire claim, measured concretely at the moment that the contractual violation took place. To judge the excessive character of the contractual penalty, one must not decide abstractly, but, on the contrary, take into consideration all the circumstances of the case in hand » (ATF 133 III 201, c. 5.2).

100. The Swiss Supreme Court holds that various criteria play a determining role, such as the nature and duration of the contract, the gravity of the fault and the contractual violation, the economic situation of the parties, as well as the potential interdependency between the parties (ATF 133 III 201, ibid.).

101. When proceeding to reduce the contractual penalty, the judge must make use of his discretion, but with a certain reserve, since the parties are free to fix the amount of the penalty (article 163 al. 1 CO) and the contracts must in principle be respected. The protection of the economically weak party authorises however more a reduction than if those affected are economically equal parties" (free translation).

29. The Panel determines the following: On the one hand, clause 11 of the Contract reflects the will of the parties. The Panel has determined that the actions of the Appellant were sufficient for the Respondent to terminate the Contract, with just cause. While the Respondent attempted to settle the dispute amicably, the Appellant never replied to his attorney's letters, and issued the Player with a fine for a seemingly trivial matter. Its actions in refusing to issue the ITC left the Respondent out of work for nearly a year and a half which actually frustrated his ability to mitigate his losses and had a very negative impact on the Respondent's career. In addition, the Respondent missed out on certain bonuses and benefits under the Contract. However, on the other hand, the Panel is to look at the liquidated damages clause "*at the time the violation took place*". The Panel noted the Appellant's submissions regarding its financial position at that time and further that there was only 1 or 2 outstanding instalments (totalling EUR 25,000 or EUR 50,000) due at the time of the breach by the Appellant, which was rectified within a day or two of the Respondent leaving the club. The effect of the penalty clause would not only be to allow the Respondent a free transfer, but also the sum of EUR 975,000 once the outstanding instalments had been paid without having to work any further. In addition the Respondent had a long period of time to find another club and to earn alternative income due to the Appellant's breach within the first year of a 3 year contract, so a penalty clause that seeks to award the entire contract balance and award a free transfer, without any mitigation, would seem excessive for an early breach, but perhaps not so for a later breach.

30. Furthermore, the Respondent did manage to mitigate and earn approximately 20% of the remaining Contract balance. Taking all these factors into account and the fact that the Respondent did manage to mitigate his position by some EUR 185,840 (whether he was obliged to or not), the Panel decides that the penalty clause at clause 11 of the Contract does result in excessively high compensation for the Respondent and that in the circumstances determines to award the remaining sums due under the Contract (being EUR 975,000) less 15% of that sum, i.e. EUR 146, 250, being the sum of EUR 828,750.

31. Finally concerning the question whether interest should be added to the compensation, the Panel notes that whilst it may have been argued by the Parties that it should run from the date of the breach, the DRC set the *dies a quo* as being 30 days from the issuance of the DRC Decision. As it was not argued otherwise by the Parties, the Panel decides to dismiss the Appeal and confirms the DRC Decision in all respects awarding the sum of EUR 828,750 to be paid by the Appellant to the Respondent, with interest at 5% per annum from 30 days from the notification of the DRC Decision, i.e. 16 July 2010. The Panel considers that following the above conclusions, it is not necessary to consider the other requests submitted by the Parties to the CAS. Accordingly, all other prayers for relief are rejected.

The Court of Arbitration for Sport rules:

1. The appeal of Konyaspor Club Association is partially allowed and the appealed decision of the FIFA Dispute Resolution Chamber dated 16 July 2009 is to be replaced by this award.

2. Konyaspor Club Association is liable to pay J. an amount of EUR 828,750 as compensation, with interest at 5% a year from 16 July 2010.

3. (…)

4. Any and all other motions or prayers for relief are dismissed.