

Decision of the Dispute Resolution Chamber

passed on 4 June 2026

regarding an employment-related dispute concerning the player
Imourane Hassane

COMPOSITION:

Frans DE WEGER (The Netherlands), Chairperson
Johan VAN GAALEN (South Africa), Member
Calum BEATTIE (Scotland), Member

CLAIMANT:

Modern Sport, Egypt
António Vicente

FIRST RESPONDENT:

Imourane Hassane, Benin
Rafael Braegger

SECOND RESPONDENT:

Ecole Supérieure d'administration et d'économie "Loto-Popo Fc", Benin
Hamouda Bouazza

THIRD RESPONDENT:

Grasshopper Club Zürich, Switzerland
Kai Ludwig

I. Facts of the case

1. The parties to the present case are the following:
 - The Egyptian club, Modern Sport, formerly known as Future FC (hereinafter: *the Claimant* or *Modern Sport* or *the Club*);
 - The Beninese player, Imourane Hassane (hereinafter: *the First Respondent* or *the Player*);
 - The Beninese club, École Supérieure D'administration et d'Économie "LOTO-POPO FC" (hereinafter: *the Second Respondent* or *Loto-Popo*); and
 - The Swiss club, Grasshopper Club Zürich (hereinafter: *the Third Respondent* or *GCZ*).
2. According to the Player, on an unspecified date, the Player and Loto-Popo entered into an employment contract valid as from 20 October 2022 to 19 October 2025.
3. On 13 September 2023, Modern Sport, Loto-Popo and the Player entered into a loan agreement (hereinafter: *the Transfer Agreement*) pursuant to which the Player was loaned from Loto-Popo to Modern Sport.
4. Clause 2 of the Transfer Agreement read *inter alia* as follows:

"Article 2 - Loan Fee and conditional payments

Loto Popo agrees to temporarily transfer the above player to Future F.C, both parties shall provide all required administrative assistance in this respect, including with respect to the completion of the TMS procedure and the delivery of the ITC.

Loan Fee

In consideration of said transfer Future FC agrees to pay to Loto Popo an amount of (\$20.000) twenty-thousand US dollars as loan fee for the transfer of the Player temporary from Loto Popo to Future F.C ("Loan Fee") in one payment.

Said payment above shall be paid upon receive the player ITC and a valid payment correspondence provided by Loto Popo.

Option of Definitive Transfer

Both parties agreed in case Future FC wanted to buy the player permanently after this season. Future FC shall pay an amount of (\$50,000) fifty-thousand US dollars to be paid a transfer fee, and future FC shall notify Loto Popo by no later than 30/05/2024. [...]"

5. On 15 September 2023, the Player and Modern Sport concluded an employment contract (hereinafter: *the First Contract*) valid for the season 2023/2024.
6. It is to be noted that Modern Sport did not provide all the pages of the First Contract. Moreover, the Player provided a copy of the First Contract, which does not contain the signatures of the Claimant and whose contents, in certain extracts, differ from the copy held by the Claimant.
7. Pursuant to clause 2 of the First Contract, the Player was entitled to the following amounts (quoted *verbatim*):

Club's version	Player's version
<i>"an amount of (55,000) divided as follows:</i> <i>1st Installment an amount of: \$ 13,750 only (EGP / USD) paid on 3 / 9 / 2023</i> <i>2nd Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 10 / 2023</i> <i>3rd Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 11 / 2023</i> <i>4th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 12 / 2023</i> <i>5th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 1 / 2024</i> <i>6th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 2 / 2024</i> <i>7th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 3 / 2024</i> <i>8th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 4 / 2024</i> <i>9th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 5 / 2024</i> <i>10th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 6 / 2024</i> <i>11th Installment an amount of: 2,750 only (EGP / USD) paid on 1 / 7 / 2024</i> <i>12th Installment an amount of: 13,750 only (EGP / USD) paid on 30 / 7 / 2024"</i>	<i>"an amount of (55,000) divided as follows:</i> <i>1st Installment an amount of: \$ 13,750 only (EGP / USD) paid on / / 20</i> <i>2nd Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>3rd Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>4th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>5th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>6th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>7th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>8th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>9th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>10th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>11th Installment an amount of: 2,750 only (EGP / USD) paid on / / 20</i> <i>12th Installment an amount of: 13,750 only (EGP / USD) paid on / / 20"</i>

8. Clause 4 par. 5. of the First Contract read as follows:

"The minimum period for contracting between professional player and the club begin from the validity of the contract till the end of the season".

It is to be noted that the above content appears only in the Player's version and is not reflected in the Club's version.

9. Clause 6 of the First Contract read as follows (quoted *verbatim*):

Club's version	Player's version
<i>"-The last installment is paid according to the players share according to the regulation.</i> <i>-The club will be responsible for providing accommodation (€ 1,000 EGP) per month for the apartment, and (€ 1,000 EGP) per month for the transportation for the player in cairo."</i>	<i>"-The last installment is paid according to the player's share according to the regulation."</i>

10. On 8 October 2023 and on 14 November 2023, Loto-Popo requested the Claimant information regarding the payment of the loan fee.
11. On 8 February 2024, Loto-Popo indicated to the Claimant that Loto-Popo appeared to have encountered an issue with the wire transfer and provided the relevant bank details.
12. On 7 March 2024, Modern Sport initiated a transfer of USD 20,000 concerning the loan fee.
13. On 18 April 2024, Modern Sport notified Loto-Popo of its intention to exercise the option to permanently purchase the Player's federative rights.
14. On 22 April 2024, Loto-Popo notified Modern Sport that the option to permanently purchase the Player's federative rights could not be fulfilled as Modern Sport failed to respect the provisions of the Loan Agreement and failed to pay the loan fee on time. Loto-Popo also mentioned that the Player should return to Loto-Popo at the end of the sporting season.
15. On the same date, Loto-Popo reiterated its previous request, urging Modern Sport to take the necessary steps to facilitate the Player's return.
16. On 10 May 2024, Loto-Popo notified Modern Sport that it had not received the loan fee and requested immediate payment of USD 20,000.
17. On 24 May 2024, Loto-Popo FC confirmed further to its letter of 22 April 2024, its decision to exercise its right to recall the Player from his loan, which did not include a mandatory purchase option. Loto-Popo acknowledged that this decision might not align with the Claimant's intention to acquire the Player permanently, but explained that the recall was necessary due to the Player's important sporting role within Loto-Popo.

18. On 28 May 2024, Modern Sport initiated the transfer of USD 50,000 for the permanent acquisition of the Player.
19. Reportedly, on an unspecified date (according to the Claimant on 28 May 2024), Modern Sport and the Player concluded a second employment contract (hereinafter: *the Second Contract*) valid for 4 seasons starting on season 2024/2025 ending on season 2027/2028). The Player contested the validity of this contract.
20. According to clause 2 of the Second Contract, the Player was entitled to the following amounts:

"Second : value of the contract :

The two parties agreed on value of the contract gross amount of : (520,000 \$) to be distributed as follows.

First season value 2024 / 2025 an amount of (one hundred thousand USD) divided as follows:

1st Installment an amount of: 25,000 only (Twenty five Thousand USD) (EGP / USD) paid on 1 / 10 / 2024

2nd Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/11/2024 3rd Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/12/2024

4th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/1/2025

5th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/2/2025

6th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/3/2025

7th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/4/2025

8th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/5/2025

9th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/6/2025

10th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/7/2025

11th Installment an amount of: 7,500 only (Seven Thousand Five Hundred USD) (EGP / USD) paid on 1/8/2025

Second season value 2025/2026

an amount of (one hundred and Twenty thousand USD) divided as follows:

1st Installment an amount of: 30,000 only (Thirty Thousand USD) (EGP / USD) paid on 1/10/2025

2nd Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/11/2025

3rd Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/12/2025

4th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/1/2026

5th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/2/2026

6th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/3/2026

7th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/4/2026

8th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/5/2026

9th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/6/2026

10th Installment an amount of: 10,000 only (Ten Thousand USD) (EGP / USD) paid on 1/7/2026

Third season value 2026/2027

An amount of (one hundred and forty thousand USD) divided as follows:

1st Installment an amount of: 35,000 only (Thirty Five Thousand USD) (EGP/USD) paid on 1/10/2026

2nd Installment an amount of: 11,675 only (Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) paid on 1/11/2026

3rd Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/12/2026

4th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/1/2027

5th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/2/2027

6th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/3/2027

7th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/4/2027

8th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 15/5/2027

9th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/6/2027

10th Installment an amount of: 11,675 only Eleven Thousand Six Hundred Seventy Five USD (EGP/USD) (EGP/USD) paid on 1/7/2027

Fourth season value 2027/2028

An amount of (one hundred and sixty thousand USD) divided as follows:

1st Installment an amount of: 40,000 only (Forty Thousand USD) (EGP/USD) paid on 1/10/2027

2nd Installment an amount of: 13,400 only (Thirteen Thousand Four Hundred USD) (EGP/USD) paid on 1/11/2027

3rd Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/12/2027

4th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/1/2028

5th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/2/2028

6th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/3/2028

7th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/4/2028

8th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/5/2028

9th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/6/2028

10th Installment an amount of: 13,325 only Thirteen Thousand Three Hundred Twenty Five USD (EGP/USD) paid on 1/7/2028".

21. Clause 5 par. 3 of the Second Contract read as follows:

"If the Player or Club unilaterally terminates the contract for a just cause reason, the other party will be liable to pay compensation, in accordance with the FIFA RSTP and the jurisprudence of the FIFA DRC. Likewise, if the Player or Club unilaterally terminates the contract without just cause, the party in breach will be liable to pay compensation, in accordance with the FIFA RSTP and the jurisprudence of the FIFA DRC. In the event of a dispute."

22. Clause 6 of the Second Contract read as follows:

"It has been agreed between the club and the player on the followings:

In case the player wishes to terminate the contract and move to any club inside or outside Egypt after any season of the contract, he pays an amount of \$2,000,000 (two million US dollars)."

23. On 28 May 2024, the Player travelled from Cairo to Abidjan after being called up to represent the Benin national team in World Cup qualifying matches against Rwanda and Nigeria, scheduled for 6 and 10 of June 2024.
24. On 10 June 2024, Modern Sport informed Loto-Popo that it sent a "soft code transfer paper for the amount of 20000 us) on 7 March 2024".
25. On 10 June 2024, GCZ made an official offer to Loto-Popo for a loan of the Player.
26. On the same day, Loto-Popo expressed its willingness to conclude a loan agreement but made a counter-offer regarding further participation in the event of a future transfer.
27. On 12 June 2024, GCZ rejected the counter-offer and referred to its original offer of 10 June 2024 on the terms specified therein.
28. On 11 June 2024, Loto-Popo informed Modern Sport that although the transfer fees were remitted on 7 March 2024, it was not informed in due time thereof, which resulted in the bank returning the funds as they were not claimed. Loto-Popo therefore requested that the amount be re sent without delay and asked to be notified of the new transfer order so that it could be processed upon receipt by the bank.
29. On 13 June 2024, Loto-Popo accepted the offer to conclude a loan agreement on the terms offered by GCZ.
30. On 14 June 2024, Modern Sport addressed a letter to the Benin Football Federation and reaffirmed its commitment to honouring national team call-ups, allowing players to represent their countries. However, Modern Sport noted that the Player had not yet

returned to the Club, and his injury did not justify his continued absence, therefore, it requested the Player to return to the Club without any further delay.

31. On 17 June 2024, Loto Popo sent GCZ a first draft of the loan agreement. Such draft contained the signature of Loto Popo FC and the Player.
32. At the same time, a draft employment contract between the Player and GCZ and for the period from 1 July 2024 to 30 June 2025 was exchanged.
33. On 19 June 2024, Mr. Davig Dadjo, coordinator for the Benin national team, informed Modern Sport that he was surprised to meet the Player on a flight back to Benin. When he inquired the Player, the latter explained that he was experiencing significant pain from his injury and, for that reason, preferred to stay in Cotonou. Mr. Davig Dadjo believed that this arrangement had been agreed upon with Modern Sport.
34. On 19 June 2024, Loto-Popo, GCZ and the Player entered into a loan agreement regarding the Player, for the duration from 1 July 2024 to 30 June 2025 (hereinafter: *the Loan Agreement*).
35. Pursuant to clause 6 of the Loan Agreement, Loto-Popo was entitled to receive from GCZ an amount of USD 100,000, payable no later than 15 July 2024 for the loan of the Player.
36. On the same date, the Player and GCZ concluded an employment contract.
37. On 22 June 2024, Modern Sport sent a letter to the Player expressing its dissatisfaction with his failure to return to the Club after completing his national team duties and despite having been provided with a return ticket. It mentioned that the Player was violating the terms of the contract and warned him several times.
38. On 25 June 2024, the sum of USD 49,901.52 was returned to Modern Sport. This coincided with the amount paid by the Claimant on 28 May 2024, as detailed in point 18 above.
39. On 25 June 2024, the Egyptian Premier League (EPL) announced that the 2023/2024 season was extended until 18 August 2024.
40. On 27 June 2024, the Player sent a letter to the Claimant, by means of which he asserted that the Player and Modern Sport no longer had any contractual relationship and that in any case the Player was on medical leave until 5 July 2024.
41. On 1 July 2024, Modern Sport sent the following to Loto-Popo:

"In response to your email regarding the return of \$20,000 loan value for the player Imourane Hassane, we are checking with the bank on the return of the amount to our bank accounts. On the other hand, an email was sent on 18/4/2024 confirming the final purchase of the player Imourane hassane as per the agreement between the two clubs, and \$50,000 fifty thousand dollars has been sent. The player Hassani has already signed a new contract with Future fc club for a period of four years starting in 2024/2025 and ending in the season 2027/2028."

42. On 1 July 2024, Modern Sport sent a letter to the Benin Football Federation, informing them that the Player did not return to Egypt despite multiple warnings and that it was the Federation's responsibility to send the Player back. This according to the Claimant was a violation of the Club's rights and that would file a complaint against the Federation, the Player and Loto-Popo.
43. On 2 July 2024, Loto-Popo rejected the validity of the Second Contract further advising that the Player had not been informed of such a contract. Moreover, it mentioned that Loto-Popo did not receive the payment of USD 50,000 as per the Loan Agreement.
44. Reportedly, on 3 July 2024, the Player addressed a letter to the Claimant denying having signed any four-year employment contract with the Claimant. He stated that such a claim was false and intended to damage his relationship with Loto-Popo, with which he confirmed he remained contractually bound, emphasizing that his stay with the Claimant had been strictly limited to a one-season loan. The Player reiterated that he had no intention of signing any further contract with the Claimant, characterizing the allegations as falsification and harassment, and warned that any repetition would compel him to seek redress before the competent sporting and judicial authorities to protect his rights and honour. The Claimant contested the receipt of this letter.
45. On 8 July 2024, the Player sent another letter to Modern Sport as follows:

"Unfortunately, my letter to you dated 27 June 2024 has remained completely unanswered.

My client has once again assured me that he is not (no longer) in a contractual relationship with you, especially not for more than 4 years. My client has never signed such a contract.

Consequently, you have never submitted such a contract.

Apart from the fact that you cannot "buy" a football player without signing an employment contract, the fact is that, according to Club Loto Popo SA, based in Cotonou (Benin), you have not fulfilled your obligations under the transfer contract of 13 September 2023.

There are no rights of any kind on your part in relation to my client, neither under labour law nor under association law. I therefore request that you declare by 12 July 2024 at the latest that there is no contractual relationship between you and my client, the football player Hassane Imourane."

46. On 18 July 2024, Loto-Popo informed Modern Sport that it had not received the loan fee payment and requested that the payment be made within five business days.
47. On 21 July 2024, Modern Sport proceeded with the payment of the loan fee.

48. On 22 July 2024, Loto-Popo and GCZ amended the loan agreement, and postponed the start date to 19 August 2024.
49. On 22 July 2024, the Player and GCZ amended the employment contract concluded between them, and postponed the start date to 19 August 2024. According to such contract, the Player was entitled to a gross monthly salary of CHF 14,000.
50. On 24 July 2024, the Player and GCZ concluded an employment contract valid as from 19 August 2024 to 30 June 2025.
51. On 29 July 2024, the Player's legal representative sent a letter to Modern Sport and reiterated the points made in previous letters, adding that Modern Sport failed to pay both the loan fee and the permanent transfer fee. He concluded by indicating that : *"there will be no further contractual relationship between you and my client after 18 August 2024 and the transfer rights relating to my client belong exclusively and solely to Club Loto Popo. Last but not least, I emphasise that you have not paid my client a salary since April 2024."*
52. On 31 July 2024, Modern Sport informed Loto-Popo that it had paid the loan fee and the permanent transfer fee, but that the payments were returned by Loto-Popo's bank. However, the payments were subsequently made again. Modern Sport also indicated that it intended to file a claim against the Player and, possibly, Loto-Popo if they continued to fail to honour the agreement between them.
53. On 2 August 2024, Loto Poto rejected the Claimant's allegations and stated that Loto Popo had implemented the Transfer Agreement for the Player, including all required administrative formalities and the release of the International Transfer Certificate (ITC), while the Claimant repeatedly failed to comply with its contractual obligations, in particular the payment of the USD 20,000 loan fee despite numerous reminders. It described unsuccessful and irregular payment attempts involving an unidentified third-party bank transfer, denied having agreed to a permanent transfer or to any new contract allegedly signed between the Claimant and the Player, and disclaimed any responsibility for the Player's physical condition or whereabouts. The letter concluded that the Claimant acted in bad faith, rejected all accusations as unfounded, and confirmed that Loto-Popo prepared to defend its position before any competent authority.
54. On 5 August 2024, Modern Sport requested the Player to return to Egypt and resume his duties within ten days of receiving the notice, warning that failure to do so would reserve the Club's right to terminate his employment. It also recalled that *"On 18 April 2024 our client informed Loto Popo that it wished to exercise the option to transfer Mr Hassane Imourane permanently (Exhibit no. 3). In this sense, on 28 May 2024, our client proceeded with the transfer of the agreed transfer fee of USD 50.000,00 (Exhibit no. 4). Subsequently, a 4-year employment contract was signed between our client and yours (Exhibit no. 5)."*
55. On 7 August 2024, Loto-Popo sent a letter to Modern Sport claiming that Modern Sport had failed to provide a valid SWIFT confirmation of the loan fee transfer and further

complained that the previous transfer had been made from a bank account outside Egypt. It requested the Claimant to proceed with the payment within three days.

56. On 9 August 2024, Mr. Harald Gärtner, Los Angeles FC's European Director (company that owns 95% of GCZ), was informed by the Player's lawyer of Modern Sport's letter dated 5 August 2024, as detailed in point 54 of the present decision.

57. On 13 August 2024, Loto-Popo provided Modern Sport with proof that the payment of the permanent transfer fee had been returned and that it was awaiting payment of USD 20,000.

58. On 16 August 2024, Modern Sport sent a notice of termination to the Player indicating:

"Following from our letter dated 5 August 2024 by means of which your client Mr Hassane Imourane was requested to return to Egypt to resume his work with our client, we note that your client has not complied with such a request, did not give any reason whatsoever for such non-compliance and remains in an unknown location. Mr Hassane Imourane's unauthorised and unjustified absence from work constitutes a material breach of the contract and has led to the rupture of the employment relationship between our client and him.

In light of the above reasons, we wish to inform you that our client hereby formally terminates, with immediate effect, the 4-year employment contract executed with Mr Hassane Imourane."

59. On the same date, Loto-Popo requested Modern Sport to do the necessary arrangements for the Player's return as the Transfer Agreement terminated. Additionally, Loto-Popo informed Modern Sport that it did not fulfil its financial obligations.

60. On 20 August 2024, Modern Sport made a third payment of loan fee

61. According to the information in the Transfer Matching System (TMS):

- On 21 August 2024, Loto-Popo entered an instruction in TMS for the "return of loan" of the Player.
- On 5 September 2024, the ITC request was rejected by the Egyptian Football Association (EFA).
- Upon decision of the Players' Status Chamber of the Football Tribunal, the return of loan was accepted on 12 September 2024.

62. On 22 August 2024, Loto-Popo, the Player and GCZ reached an agreement for the Player's loan transfer.

63. On 23 August 2024, Modern Sport sent a letter to Loto-Popo and referred to the Transfer Agreement and alleged that Loto-Popo had acted in bad faith by claiming non-payment. The letter asserted that Modern Sport transferred the USD 20,000 loan fee on three

occasions, as well as the USD 50,000 transfer fee for the definitive acquisition of the Player's federative rights after duly exercising the purchase option, but that the payments had been returned due to issues attributable to Loto-Popo and its bank. It further maintained that a valid four-year employment contract with the Player was concluded, rejected Loto-Popo's demands for the Player's return as unfounded, and denied any failure to comply with contractual obligations. Finally, it confirmed that, in light of Loto-Popo's continued claims, Modern Sport intended to pursue legal remedies.

64. On 25 August 2024, the Player and GCZ decided to terminate the employment contract dated 24 July 2024.

65. On 26 August 2024, Loto-Popo and GCZ decided to terminate the Loan Agreement. The termination mentioned *inter alia*:

"The Player has not yet been registered with GFAG and the transfer of the Player has therefore not yet been completed.

The parties agree by mutual consent that the Transfer Agreement dated 22 July 2024 has no legal effect and shall be deemed null and void.

Contingently, the parties have decided to mutually and prematurely terminate the transfer agreement of 22 July 2024 with ex tunc effect as of 19 August 2024."

66. On 26 August 2024, Modern Sport initiated a payment of USD 50,000.

67. On 2 September 2024, the Player addressed a letter to Loto-Popo, mentioning that he did not sign a contract with Modern Sport and that during the signature of the First Contract, Modern Sport made him sign blank pages in order to have his license.

68. On 23 September 2024, Loto-Popo issued an official press release stating that the Player was not "sold" to Modern Sport and that FIFA accepted Loto-Popo's request for the Player to be returned to Loto-Popo.

69. On 30 October 2024, the first match of the 2024/2025 Egyptian season was played.

70. On an unspecified date, which, according to GCZ, occurred at the end of November 2024, Loto-Popo and GCZ concluded a loan transfer agreement including an option for the definitive transfer of the Player for the period from 15 January 2025 to 30 June 2025.

71. According to the information retrieved in TMS:

- On 12 December 2024, the Player signed an employment contract with GCZ, valid as from 15 January 2025 until 30 June 2025.
- On 15 January 2025, the Player was transferred on loan from Loto-Popo to GCZ and registered for GCZ.

- 72. On 8 April 2025, according to GCZ, it exercised its purchase option, and the Player was transferred to GCZ on a permanent basis as of 1 July 2025.
- 73. On 9 July 2025, Loto-Popo put the Claimant in default requesting USD 20,000, to be paid within 10 days.
- 74. According to the information retrieved in TMS, the 2023/2024 Egyptian season started on 27 July 2023 and ended on 30 August 2024 and the 2024/2025 Egyptian season started on 31 August 2024 and would end on 10 June 2025.

II. Proceedings before FIFA

- 75. On 17 October 2024, the Claimant filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Claim of Modern Sport

- 76. Modern Sport lodged a claim for breach of contract against the Player, GCZ and Loto-Popo.
- 77. On 24 March 2025, the FIFA general secretariat invited the Claimant to amend its claim, if it so wished, exclusively in relation to the possible consequences of the application of the new interim regulatory framework adopted by the Bureau of the FIFA Council on 23 December 2024 (hereinafter: *the Interim Regulatory Framework*).
- 78. On 17 April 2025, Modern Sport provided its amended claim and argued that it terminated the Second Contract with just cause.
- 79. Modern Sport first explained that it exercised the option to acquire the Player permanently in due time and, in compliance with the agreed contractual terms in the Transfer Agreement, it notified Loto-Popo before the deadline and proceeded to pay the agreed transfer fee.
- 80. Modern Sport clarified that the validity of the option exercised by Modern Sport to acquire these federative rights was not contingent upon the payment of the agreed sum but solely on the notification before the specified deadline. To the extent any ambiguity could be alleged regarding whether payment of the transfer fee was a condition for the valid exercise of the option, such ambiguity had to be interpreted *contra proferentem*, namely against Loto-Popo as the drafting party of the Transfer Agreement.
- 81. According to Modern Sport, it fulfilled all requirements necessary for the permanent transfer, after which the Player became contractually bound to Modern Sport and signed a four-year employment contract (i.e., the Second Contract).
- 82. Following the conclusion of the Second Contract, Modern Sport maintained that the Player committed a serious and material breach by failing to return to Egypt after being released for national team duties. Instead of resuming training and professional activities, the Player voluntarily remained abroad, ignored repeated instructions to return and ceased

communication with Modern Sport. This prolonged and unjustified absence constituted an abandonment of duties and a violation of the Player's contractual obligations.

83. Modern Sport further emphasised that the termination was adopted as a measure of last resort. Modern Sport repeatedly sought to regularise the situation and issued formal warnings for the Player to return. However, the Player's persistent non-compliance, silence, and conduct clearly indicated a lack of intention to honour the employment contract. In light of these circumstances, Modern Sport concluded that it had just cause to terminate the Second Contract due to the Player's prolonged absence from the workplace.
84. Regarding the compensation, the Claimant argued that pursuant to art. 17 of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) and the application of positive interest, requested the following financial compensation:
- Player's economic value: Pursuant to the established jurisprudence of the Dispute Resolution Chamber, the starting point for calculating compensation is the residual value of the contract, as it reflects the Player's economic value lost by the club. Accordingly, Modern Sport stated that the residual value amounts to USD 520,000. Modern Sport also mentioned that the value of the Player's subsequent employment contract should also be considered and averaged with the residual value; however, Modern Sport is currently unaware of the Player's new salary reason of which it also included the Player's new club in this case. Modern Sport finally added the Player's economic value cannot in any event be lower than USD 520,000.
 - The transfer fee: Modern Sport considered that the amount of USD 50,000 paid as transfer shall be paid in addition to the above amount.
 - Replacement costs: In anticipation of the Player's non-return and the subsequent termination of the Second Contract, Modern Sport acquired a replacement player, namely Fredrick Kesse, who replaced the Player, noting that he plays in the same position as the Player and is of a similar age, with comparable potential for development. Accordingly, the costs associated with this player should be taken into account. According to the transfer agreement, Modern Sport committed to pay Accra Lions Football Club a sum of USD 80,000 in 2 instalments. Additionally, Mr. Frederick Kesse would receive a total salary of USD 390,000. over the 4 sporting seasons. In total, according to Modern Sport, the costs incurred in replacing the Player amounts to USD 470,000 and shall be added to the above amounts.
85. Modern Sport further mentioned that as the Second Contract was terminated during the protected period, this should be viewed as an aggravating factor, justifying a higher compensation amount in favour of Modern Sport.
86. Modern Sport submitted that, pursuant to art. 17 par. 2 of the Regulations, a club could be held jointly and severally liable with a player for compensation where it is found to have induced the player to breach his employment contract. Modern Sport argued that the

factual chronology disclosed a prohibited “bridge transfer” within the meaning of art. 5bis of the Regulations.

87. In particular, the Player’s immediate return to Loto-Popo following the termination of his contract with Modern Sport, followed by his transfer to GCZ only six days later, gave rise to a regulatory presumption of a coordinated bridge transfer within the 16-week window. According to Modern Sport, this sequence was artificial, pre-planned, and deliberately structured to circumvent contractual and regulatory obligations owed to Modern Sport. Modern Sport also maintained that the evidence demonstrated a coordinated scheme involving the Player, Loto-Popo, and GCZ, driven by converging interests: the Player’s objective of securing a move to Europe, Loto-Popo’s pursuit of greater financial gain, and GCZ’s clear intent to acquire the Player’s services. Modern Sport asserted that, regardless of whether inducement was ultimately attributed to the Loto-Popo or GCZ, one of the two clubs had to be held jointly and severally liable together with the Player for the compensation arising from the contractual breach.
88. Modern Sport further submitted that sporting sanctions in accordance with art. 17 par. 4 of the Regulations shall apply on the Player and Loto-Popo or GCZ depending on which effectively induced the Player to breach the Second Contract with Modern Sport.
89. Modern Sport then made the following evidentiary request:

- From the Player:

“a) A copy of any employment contract entered into with Loto-Popo, together with all annexes or addenda thereto, which was in force at any time during the period commencing on 13 September 2023 and ending on 6 January 2025.

b) A copy of any employment contract entered into with GCZ, together with all annexes, addenda or other additional documents appended thereto, including, without limitation, copies of at least 2 (two) such contracts – namely, the initial contract purportedly executed on 22 August 2024 and the subsequent contract, presumed to have been executed on 6 January 2025.

c) Documentary evidence indicating the date on which the Player became aware of the interest expressed by the New Club in securing his services on a loan basis, such expression of interest potentially having been communicated to him directly or through a third party (such as an agent, intermediary, or legal and/or informal representative)

d) All communications (including letters, emails, written and audio messages, telephone records and any other forms of correspondence) exchanged between the Player and the Club, or between their respective agents, intermediaries, legal and/or informal representatives, concerning the Player’s return to Benin following his participation with the national team, specifically during the period from 28 April 2024 (being one month prior to his departure to represent the Beninese national team on 28 May 2024, from which he never returned) until 22 August 2024 (the date on which he signed his first employment contract with the New Club).

e) All communications (including letters, emails, written and audio messages, telephone records and any other forms of correspondence) exchanged between the Player and the Club and/or the New Club, or between their respective agents, intermediaries, legal and/or informal representatives, relating to the Player's loan to the New Club, particularly during the period from 28 April 2024 to 22 August 2024, encompassing the time from one month prior to his departure for international duty until the date of execution of his first employment contract with the New Club.

f) All communications (including letters, emails, written and audio messages, telephone records and any other forms of correspondence), and all documentation (including, but not limited to, draft agreements), exchanged between the Player and the New Club, or between their respective agents, intermediaries, legal and/or informal representatives, in relation to the presentation, negotiation, and conclusion of the first employment contract with the New Club, allegedly executed on 22 August 2024.

g) Documentary evidence indicating the date on which the Player became aware of the renewed interest expressed by the New Club in acquiring his services on loan for a second time, such expression of interest potentially having been communicated to him directly or through a third party (such as an agent, intermediary, or legal and/or informal representative), and which is estimated to have occurred between 23 August 2024 and 6 January 2025.

h) All communications (including letters, emails, written and audio messages, telephone records, and any other forms of correspondence), and all related documents (including, but not limited to, draft agreements), exchanged between the Player and the Club, or between their respective agents, intermediaries, legal and/or informal representatives, concerning the Player's second loan to the New Club, which are estimated to have taken place between 23 August 2024 and 6 January 2025.

i) All communications (including letters, emails, written and audio messages, telephone records, and any other forms of correspondence), and all related documents (including, but not limited to, draft agreements), exchanged between the Player and the New Club, or between their respective agents, intermediaries, legal and/or informal representatives, concerning the Player's second loan to the New Club, which are estimated to have taken place between 23 August 2024 and 6 January 2025.

j) All communications (including letters, emails, written and audio messages, telephone records, and any other forms of correspondence), and all documentation (including, but not limited to, draft agreements), exchanged between the Player and the New Club, or between their respective agents, intermediaries, legal and/or informal representatives, in relation to the presentation, negotiation, and conclusion of the second employment contract, allegedly concluded on 6 January 2025, which may have taken place during the period from 23 August 2024 to 6 January 2025."

- From Loto-Popo

"a) In light of the aforementioned documentation requested from the Player, and for the reasons set out hereinabove, the Claimant respectfully requests that, should the Player fail to submit the documents identified under items (a), (d), and (h) above, the Club be ordered to produce said documentation into the case file. This request is made on the grounds of the high probability of such documentation existing and the reasonable presumption that the Club has access thereto.

b) A copy of the 2 (two) loan agreements entered into between the Club, the New Club and the Player, i.e. copies of the first loan agreement (presumed to have been executed between 16 and 22 August 2024) and the subsequent loan agreement (executed on or about 6 January 2025), together with all annexes, addenda, and any other supplementary or ancillary documents appended thereto.

[...]

c) Documentary evidence indicating the date on which the Club became aware of the interest expressed by the New Club in securing the Player's services on a loan basis, such expression of interest potentially having been communicated to him directly or through a third party (such as an agent, intermediary, or legal and/or informal representative).

[...]

d) All communications (including letters, emails, written and audio messages, telephone records and any other forms of correspondence), and all documentation (including, but not limited to, draft agreements), exchanged between the Club and the New Club, or between their respective agents, intermediaries, legal representatives, or informal delegates, pertaining to the Player's first loan to the New Club, specifically covering the (minimum)

period from 28 April 2024 (being one month prior to his departure to represent the Beninese national team on 28 May 2024, from which he failed to return) until 22 August 2024 (the date on which he executed his first employment contract with the New Club).

[...]

e) Documentary evidence and/or communications capable of establishing the circumstances and underlying reasons for the early termination of the Player's first loan to the New Club, which is presumed to have occurred between 22 August 2024 (the date on which the Player was first loaned to the New Club) and 10 September 2024 (the date on which the Player returned to the Club).

[...]

f) Documentary evidence establishing the date on which the Club became aware of the New Club's interest in acquiring the Player's services on a loan basis for a second time, such expression of interest potentially having been communicated directly to the Club or conveyed through a third party (such as an agent, intermediary, or legal and/or informal representative).

[...]

g) All communications (including letters, emails, written and audio messages, telephone records and any other forms of correspondence), and all documentation (including, but not limited to, draft agreements), exchanged between the Club and the

New Club, or between their respective agents, intermediaries, legal representatives or informal delegates, pertaining to the Player's second loan to the New Club, specifically covering the period from 22 August 2024 until 6 January 2025".

- From GCZ

"a) In light of the aforementioned documentation requested from the Player, and for the reasons set out hereinabove, the Claimant respectfully requests that, should the Player fail to submit the documents identified under items (b), (c), (e), (f), (g), (i) and (j) above, the New Club be ordered to produce said documentation into the case file. This request is made on the grounds of the high probability of such documentation existing and the reasonable presumption that the New Club has access thereto.

b) In light of the aforementioned documentation requested from the Club, and for the reasons set out hereinabove, the Claimant respectfully requests that, should the Club fail to submit the documents identified under items (b), (c), (d), (e), (f) and (g) above, the New Club be ordered to produce said documentation into the case file. This request is made on the grounds of the high probability of such documentation existing and the reasonable presumption that the New Club has access thereto."

- From FIFA

a) TMS Movements of the Player since July 2024.

b) Copies of the two loan agreements concluded between the Player, Loto-Popo and GCZ.

90. The Claimant requested the following relief:

"In light of the above, the Claimant hereby respectfully requests the FIFA DRC to:

a) Declare that the present claim is admissible;

b) Order the Respondents to produce all documentation requested by the Claimant in its Evidentiary Request, in accordance with Article 13, para. 6 of the FIFA Procedural Rules.

c) Establish that Modern Sport Football Club terminated the Second Employment contract with just cause; and consequently

d) Order Mr Hassanne Imourane to pay to Modern Sport Football Club a compensation for breach of contract in the minimum amount of USD 1.040.000,00 (one million and forty thousand US Dollars) plus 5% interest p.a until the date of effective payment;

e) Hold Loto-Popo Football Club or Grasshopper Club Zürich jointly and severally liable for the payment of the aforementioned compensation, in accordance with

Article 17, para. 2 of the FIFA RSTP, depending on which effectively induced the Player to breach the Second Employment Contract with Modern Sport;

f) Impose on Mr Hassane Imourane a four-month restriction on participation in official matches, arising from the breach of contract during the protected period, as stipulated in Article 17, para. 3 of the FIFA RSTP; and

g) Impose on Loto-Popo Football Club or Grasshopper Club Zürich a ban from registering any new players, either nationally or internationally, for the next 2 (two) entire and consecutive registration periods, in accordance with Article 17, para. 4 of the FIFA RSTP, depending on which effectively induced the Player to breach the Second Employment Contract with Modern Sport.

h) Condemn the Respondents to bear the full procedural costs, if any are applicable."

b. Reply of the Player

91. In its reply, the Player rejected Modern Sport's claim.
92. The Player explained that he had been contractually bound to Loto-Popo under an employment contract valid from 20 October 2022 until 19 October 2025, and that during the 2023/2024 season he was loaned to Modern Sport. He asserted that the First Contract was concluded with the Claimant on 15 September 2023, and in the absence of an exact duration on it, it was understood by him to expire on 30 June 2024, in line with international sporting season practice, and that no written amendment extending its duration had ever been agreed.
93. Regarding the First Contract, the Player also indicated the following: *"In this connection, it is worth mentioning that the employment contract the Player signed on 15 September 2023 and the Employment Contract filed by the Claimant under Exhibit C-2 are not identical. In particular, the date of the Contract, salary due dates, and additional Provisions were added by the Claimant only later. Integrity and authenticity of contracts does (sic) not seem to be a matter of concern for the Claimant."*
94. The Player contested the validity of the alleged four-year "Second Employment Contract" submitted by the Claimant. He explained that the document submitted by the Claimant was undated, lacked contractual certainty, and did not correspond to a genuine agreement concluded on 28 May 2024, as alleged. The Player stated that, on 15 September 2023, he was asked by the Claimant to sign blank pages of the Egyptian standard employment contract solely for registration purposes, under the representation that this was required to complete administrative formalities. According to the Player, the substantive contractual terms were subsequently filled in unilaterally by the Claimant without his knowledge, consent, or any further negotiation, thereby depriving the document of any expression of his true and informed contractual will.
95. According to the Player, it was impossible that the Second Contract was signed on 28 May 2024, as Loto-Popo had already rejected the activation of the purchase option and confirmed, more than a month earlier and again on 25 May 2024, that the Player was to

return to his parent club. Moreover, signing such a contract on that date would have required the Player to enter into a new employment relationship while still contractually bound to Loto-Popo for the following season, which he denied. Finally, the Player was travelling from Cairo to Abidjan on 28 May 2024, rendering the alleged signature factually implausible; accordingly, the Claimant's allegation was unfounded. Consequently, the Player submitted that the Second Contract could not be considered valid and binding.

96. Even assuming the Second Contract was valid, it did not specify any commencement date, and the first alleged salary payment was scheduled only for 1 October 2024, after the start of the 2024/2025 EPL season. Consequently, the earliest possible start date of the Second Contract would have been 1 September 2024, which means that, at a minimum, between 1 August 2024 and 31 August 2024 the Player was not contractually bound to the Claimant but remained exclusively under contract with Loto-Popo.
97. Furthermore, the Player argued that, even assuming the Second Contract existed, its entry into force was expressly conditional upon the Claimant validly exercising the purchase option and paying the agreed transfer fee of USD 50,000 by the contractual deadline. As no such payment was effectively received by Loto-Popo by 30 May 2024, and as Loto-Popo clearly rejected the activation of the option as early as 22 April 2024, the Player maintained that the condition precedent was not fulfilled and that the Second Contract never entered into force.
98. With respect to his absence from Cairo after his national team duties in June 2024, the Player submitted that he sustained a medically documented injury during this period, which rendered him unfit to work for several weeks. He further asserted that he had been subjected to threats by representatives of the Claimant, which caused him to fear for his safety and deterred him from returning. In parallel, he was informed by Loto-Popo that he remained under contract with them, reinforcing his belief that his obligations lay with Loto-Popo.
99. The Player submitted that he was a victim of a severe and ongoing contractual dispute between two clubs, namely the Claimant and Loto-Popo, concerning the alleged activation of a unilateral purchase option and the ownership of his federative rights. He explained that both clubs simultaneously claimed entitlement to his services and issued conflicting instructions, although he could lawfully perform for only one club at a time. In this context, the Player maintained that he acted in good faith, prioritising his parent club with which he undisputedly remained contractually bound, and that the consequences of the dispute between the two clubs could not be imputed to him, nor justify any finding of contractual breach or the imposition of sporting or financial sanctions against him.
100. The Player denied having breached any employment contract. He emphasized that the Claimant terminated an alleged contract that was not in force, and that, in any event, the termination was issued manifestly late, several months after the facts relied upon, contrary to established FIFA and CAS jurisprudence requiring immediate action for termination with just cause. Accordingly, the Player submitted that the Claimant had forfeited any right to terminate and to claim compensation.

101. Finally, the Player rejected the Claimant's claim for compensation, arguing that it was unfounded and incorrect. He submitted that no residual value existed under the contract that had expired, that the Claimant impermissibly combined positive and negative interest, and that alleged replacement costs were unsubstantiated as the Player the Claimant claimed to replace him had a different position.
102. The Claimant also rejected the evidentiary requests/disclosure requests submitted by the Claimant in its claim, on the grounds of irrelevance.
103. The Player requested the following relief:

"1. The Claim filed by the Claimant on 17 September 2024/10 April 2025 shall be dismissed.

2. All of the Claimant's Prayers for relief shall be rejected.

3. No sporting sanctions shall be imposed on the Player.

4. No procedural costs shall be payable by the Player.

5. No legal costs shall be awarded to the Parties."

c. Reply of Loto-Popo

104. Loto-Popo requested to reject the claim.
105. Loto-Popo argued that the conditions required for the valid activation of the purchase option were not fulfilled, as the Claimant failed to comply with its essential financial obligations under the Transfer Agreement. It emphasized that payment of the loan fee of USD 20,000 constituted a prerequisite for exercising the purchase option and that this amount was not paid before the contractual deadline of 30 May 2024. Loto-Popo rejected the Claimant's reliance on alleged payment attempts, noting that the Claimant had neither timely informed Loto-Popo of any transfers nor provided credible proof of payment within the meaning of the applicable procedural rules. Consequently, Loto-Popo maintained that both the non-payment of the loan fee and the failure to pay the USD 50,000 transfer fee by the deadline rendered the purported activation of the purchase option invalid and unenforceable.
106. Loto-Popo maintained that the purported purchase option was null and unenforceable due to the Claimant's failure to execute the Transfer Agreement in good faith and to fulfil its essential financial obligations. It argued that a party could not validly exercise rights arising from a contract without first performing its own obligations, notably the payment of the agreed loan and transfer fees. Loto-Popo further emphasized that the Player had repeatedly denied signing any new employment contract with the Claimant and that the alleged contract presented by the latter was doubtful, as it lacked a signature date and was disclosed only long after the rejection of the purchase option. Consequently, Loto-Popo asserted that it could not be considered the Player's new club and that the provisions of art. 17 of the Regulations were inapplicable to it.

d. Reply of GCZ

107. GCZ requested to reject the claim.
108. GCZ explained that it first became aware of the Player in early June 2024 through standard scouting channels and recommendations, and that its interest was based on the understanding, as confirmed by both the Player and Loto-Popo, that the Player's loan to the Claimant was set to expire on 30 June 2024. On this basis, GCZ proceeded to negotiate a loan agreement with Loto-Popo and an employment contract with the Player for the 2024/25 season.
109. GCZ emphasized that it reasonably relied on repeated assurances from both the Player and Loto-Popo that no valid extension or exercise of a purchase option by the Claimant had occurred. GCZ further pointed out that the unexpected extension of the EPL until 18 August 2024 introduced legal uncertainty and in order to avoid any risk of unlawful conduct or interference with another club's contractual rights, GCZ agreed to amend the contractual start dates and ultimately refrained from registering the Player while the situation remained unclear.
110. On 9 August 2024, GCZ became aware of the Claimant's claim that it had exercised a purchase option and that the Player had allegedly signed a long-term contract, GCZ investigated the matter and, GCZ decided to retroactively terminate both the loan agreement and the employment contract with the Player.
111. GCZ denied having induced the player to breach any contract with Claimant. The Club argued that inducement under art. 17 of the Regulations presupposed an existing breach without just cause, which GCZ maintained had not been established. The Player had found himself in a dilemma caused by competing claims between the Claimant and Loto-Popo, and GCZ asserted that the Player's conduct throughout was consistent with good faith and regulatory compliance. Moreover, GCZ emphasized that the Player acted in good faith throughout, having been informed that his contractual relationship with Modern Sport would end on 30 June 2024, a belief shared by all relevant parties and reflected in subsequent contractual arrangements. The Club argued that the ensuing dispute over the Player's rights arose solely between the clubs and could not be attributed to the Player, who behaved properly by withdrawing from GCZ once uncertainty emerged and by joining only the club authorized by FIFA to register him. GCZ further maintained that, as of 16 August 2024, no valid contractual relationship with Modern Sport existed, rendering any alleged termination for absence legally untenable.
112. Moreover, GCZ contended that it could not be considered the player's "new club" for purposes of joint liability, as the Player was never registered with GCZ during the relevant period in summer 2024. According to consistent FIFA and CAS jurisprudence, the decisive criterion was registration, not merely the signing of contracts. Since the Player was ultimately registered again with Loto-Popo and played there during the first half of the season, GCZ argued that it fell outside the scope of any compensatory or joint liability.

113. Finally, GCZ maintained that it only later entered into a loan agreement with Loto-Popo, resulting in the Player's registration in January 2025, followed by a permanent transfer in July 2025. Those transactions occurred after the contractual uncertainty had been resolved and after FIFA had clarified the player's registration status.

114. GCZ requested the following relief:

"1. The Claim filed by the Claimant on 17 September 2024/10 April 2025 shall be dismissed.

2. All of the Claimant's Prayers for relief shall be rejected.

3. No sporting sanctions shall be imposed on GCZ.

4. No procedural costs shall be payable by GCZ.

5. No legal costs shall be awarded to the Parties"

e. Replica of Modern Sport

115. Modern Sport provided the following replica.

(i) The First Respondent's answer (i.e., the Player)

116. The Claimant rejected the Player's allegations regarding the authenticity and integrity of the First Contract. It explained that the document relied upon by the Player was a draft, objectively distinguishable from the final, valid contract by formatting inconsistencies and, most importantly, by the absence of the Player's fingerprint. By contrast, the version submitted by the Claimant contained the Player's fingerprint and reflected the final agreed terms. The Claimant characterised the Player's assertions that contractual details were added later, or that such practices were customary, as unfounded, made in bad faith, and intended to mislead the Dispute Resolution Chamber.

117. With respect to contractual duration, the Claimant maintained that both the express wording of the First Contract (cf. clause 4 par. 5) and established since the COVID-19 football practice clearly demonstrated that the employment relationship ran at least until the end of the 2023/2024 Egyptian sporting season. The Player's claim that the contract automatically expired on 30 June 2024 was said to disregard the contractual language and the altered structure of the Egyptian competitions. The Claimant further argued that, even under a hypothetical interpretation favourable to the Player, he breached the contract by failing to return to the Claimant after completing his national team duties on 10 June 2024, without authorisation or valid justification.

118. The Claimant also asserted that the buy-option clause in the Transfer Agreement was validly exercised through timely written notice and that its effectiveness was not conditional upon prior payment of the transfer fee. In any event, the Claimant demonstrated that payment had been made on 28 May 2024. As a result, the Player had been obliged to conclude and did conclude the Second Contract with the Claimant,

thereby binding him for subsequent seasons. Any alleged financial or administrative issues between the Claimant and Loto-Popo were characterised as legally irrelevant and incapable of excusing the Player's non-performance.

119. Addressing the Player's attempt to invalidate the Second Contract, the Claimant rejected allegations that the Player had signed a blank document or acted under coercion. It stated that the Player had negotiated his remuneration, signed the contract knowingly at the Claimant's premises, and raised no objection until after entering into arrangements with the Second and Third Respondents. The Claimant further submitted that, even if any defect of consent were assumed *arguendo*, the Second Contract had in any event been ratified under Swiss law, as the Player failed to challenge it promptly and behaved inconsistently with any alleged objection.
120. In addition, the Claimant emphasised that it did not receive any of the communications that the Player alleged to have sent. In particular, the Claimant denied receipt of both the letter allegedly dated 27 June 2024 and the subsequent correspondence purportedly sent on 3 July 2024, in which the Player claimed to challenge the Claimant's position and alleged threats. The Claimant noted that the Player produced no evidence whatsoever of dispatch, receipt, or transmission of either communication, and that no such correspondence existed in the Claimant's records. The Claimant further highlighted clear inconsistencies between the Player's account and the Second Respondent's submissions as to the dates and existence of these alleged communications.
121. According to the Claimant, the conduct of the Respondents demonstrated not prudence, but premeditation. Rather than reflecting a cautious or good-faith effort to comply with the existing contractual framework, the deliberate adjustment of the new loan agreement's effective dates revealed a strategy to circumvent obligations that were known to be in force. The timing of the amendments, their explicit purpose of avoiding "discussions" or mitigating an acknowledged "risk of unlawful conduct," and their alignment with the anticipated conclusion of the Egyptian sporting season collectively showed that the Respondents were fully aware of the Player's subsisting contractual ties to the Claimant.
122. Finally, the Claimant presented the Player's conduct as deliberate, calculated, and in clear breach of contract. While still bound by the First and Second Contracts, the Player failed to return from national team duty, entered into a new loan arrangement with the Second and Third Respondents, and relied on unsubstantiated claims of injury, threats, and contractual confusion to justify his absence. The Claimant emphasised that the Player had never been released from his duties and provided no credible evidence supporting his assertions. His prolonged and unauthorised absence deprived the Claimant of the essence of the employment relationship and, according to the Claimant, constituted just cause for termination, triggering entitlement to compensation and sporting sanctions under FIFA regulations.

II. The Second Respondent's answer (i.e., Loto-Popo)

123. The Claimant maintained while the Second Respondent initially acknowledged the existence of a valid purchase option exercisable until 30 May 2024, it subsequently attempted to claim that the clause was not triggered, by alleging non-fulfilment of

conditions that were never contractually required. According to the Claimant, the option to purchase had been validly exercised through written notice on 18 April 2024, and its effectiveness was not conditional upon prior payment of the transfer fee.

124. The Claimant further argued that, even assuming payment was a condition for the option's validity (which it expressly denied), it had nevertheless transferred the agreed amount on 28 May 2024. The Second Respondent's claim of non-receipt was rejected as legally irrelevant, as the evidence showed that the funds had been duly offered but left unclaimed or negligently handled. In this respect, the Claimant invoked the principle of *mora creditoris*, submitting that any failure to receive the funds was attributable solely to the Second Respondent's own conduct and could not invalidate the exercised option nor suspend its contractual effects.
125. In addition, the Claimant emphasised that the Second Respondent's conduct revealed a deliberate strategy to obstruct the definitive transfer while simultaneously negotiating, and ultimately concluding, a substantially more lucrative loan and transfer arrangement with the Third Respondent. The timing of these negotiations, commencing before any alleged payment dispute was formally raised, demonstrated that the Second Respondent never intended to cooperate in good faith with the Claimant following the activation of the buy-option clause.
126. The Claimant also referred to the fact that the Second Respondent refrained from filing any counterclaim for the alleged unpaid amounts, despite having had the procedural opportunity to do so. This omission, combined with the Second Respondent's delayed attempt to place the Claimant in default more than a year later, was presented as compelling evidence that no genuine outstanding claim existed and that the defence raised was constructed *ex post facto* for the purposes of these proceedings.
127. Finally, the Claimant concluded that the Second Respondent had knowingly and intentionally acted in concert with the First Respondent to circumvent the Claimant's contractual rights, prioritising its own financial gain over its contractual obligations. By refusing to facilitate the transfer, failing to cooperate with governing bodies, and enabling the Player's continued absence, the Second Respondent was said to have acted in manifest bad faith and to have contributed to the contractual breach suffered by the Claimant.

II. The Third Respondent's answer (i.e., GCZ)

128. The Claimant further submitted that, should it be established that the Third Respondent's portrayal of events corresponded to reality and that FIFA's own records, particularly those accessible through the TMS, accurately reflected the relationships between Respondents, then there would be no reason for the Claimant to distrust the Third Respondent's word.
129. However, the Claimant submitted that the matters were far from being as straightforward as the Third Respondent suggested. The Third Respondent assumed the Player's defence, characterising his conduct as "exemplary" and asserting, without supporting evidence, that he did not breach his contractual obligations towards the Claimant. At the same time, it accused the Claimant of fabricating documents. The Claimant emphasised that the Third

Respondent's own conduct implicitly acknowledged the existence of a valid contractual relationship between the Player and the Claimant, as demonstrated by its decision to dissolve all contracts entered into with the First and Second Respondents once the risk associated with the Player's contractual status came to light.

130. The Claimant further maintained that the Third Respondent failed to meet the requisite standard of diligence. Despite being aware of a potential risk of unlawful conduct following the extension of the Egyptian sporting season, the Third Respondent did not take elementary precautions, such as establishing direct contact with the Claimant. Instead, it relied on the self-serving assurances of the First and Second Respondents. The Claimant therefore submitted that the evidentiary request was essential to uncover the truth, and that the Respondents' selective and partial cooperation justified the drawing of adverse inferences in accordance with the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*).
131. The Claimant's request for relief remained unchanged.

f. Duplica of the Player

132. The Player's position remained the same. He asserted that :

"The Player's submission that it is customary and wide-spread practice that in cases where a player is loaned to another club with an option to transfer the player permanently, the new employment contract (in the event that the new club chooses to exercise the option) is already negotiated and signed at the beginning of the loan remained unchallenged by the Claimant.

- *It was the Player's understanding that the Employment Contract ended on 30 June 2024, in line with international match calendar standards (Exhibit R1-2).*
- *In his Answer, the Player has set out in detail why it is impossible that the alleged Second Employment Contract was signed on 28 May 2024 as the Claimant had asserted. None of this was addressed by the Claimant.*
- *By waiting more than two months after the alleged reason for the Claimant to terminate the Second Employment Contract had arisen, the Claimant forfeited its right to terminate that Contract.*
- *The Claimant's calculation of the alleged compensation is plainly wrong, which has not been contested in the Claimant's Reply."*

133. The Player maintained that the Second Contract invoked by the Claimant was never validly concluded and lacked any proof of when or how it was signed. He emphasized that the document relied upon by the Claimant was undated, not clearly triggered, and unsupported by credible witness evidence. The Player further argued that the Claimant deliberately failed to address these deficiencies and avoided engaging with key factual contradictions raised in its replica.

134. The Player asserted that the First Contract ended on 30 June 2024 and was never validly extended, notwithstanding the later prolongation of the Egyptian sporting season. He stressed that no contractual amendments were made to reflect the extended season and that it was unreasonable and legally inconsistent for the Claimant to rely on an alleged future contract to justify actions taken in August 2024.
135. At the time of the termination notice of 16 August 2024, the contractual relationship in force was still governed exclusively by the First Contract, which the Claimant itself considered to apply until the end of the 2023/2024 season. Even if valid, the Second Contract could not have been breached or terminated because it was not yet in force, and any alleged misconduct relied upon by the Claimant necessarily fell within the temporal scope of the first contract. Consequently, the termination was legally misdirected and incapable of producing the effects claimed by the Claimant.
136. Finally, the Player submitted that the dispute primarily concerned the contractual relationship between the Claimant and Loto-Popo, not the Player himself. He explained that he was placed in an untenable position by competing claims over his federative rights and had acted consistently and promptly once he became aware of the alleged second contract.
137. On this basis, he concluded that the claim should be dismissed in its entirety.

g. Duplica of Loto-Popo

138. Loto-Popo rejected the Claimant's claim and filed a counterclaim.
139. Loto-Popo maintained that Modern Sport had acted in bad faith throughout the execution of the Transfer Agreement. Although Loto-Popo had fully complied with its contractual obligations by releasing the player's ITC and facilitating his registration, Modern Sport had failed to pay the agreed loan fee of USD 20,000 upon receipt of the ITC. Despite repeated reminders and formal notices, the amount remained unpaid, demonstrating a clear breach of contract and an intentional pattern of non-compliance.
140. Loto-Popo further argued that Modern Sport had no right to activate the option to permanently transfer the player. The activation attempt made in April 2024 occurred while the loan fee remained unpaid, which constituted a condition precedent under the agreement. Additionally, Modern Sport unjustifiably requested Loto-Popo's bank details despite already possessing them, a maneuver that appeared to be aimed at retroactively justifying its failure to pay both the loan fee and the USD 50,000 transfer fee. As a result, Loto-Popo rejected the activation of the purchase option and demanded the player's return at the end of the loan period.
141. Loto-Popo also emphasized that Modern Sport failed to provide any credible evidence supporting its claims. No proof of payment of either the loan fee or the transfer fee was produced, and no valid employment contract signed by the player was demonstrated. The alleged new contract presented by Modern Sport lacked essential elements, including a signature date, and the player himself expressly denied having signed a new employment

agreement. Consequently, all allegations advanced by Modern Sport were deemed unsubstantiated.

142. Loto-Popo contested the applicability of art. 17 of the Regulations. It asserted that it had neither signed a new contract with the Player nor induced him to breach any contractual relationship.
143. On this basis, Loto-Popo filed a counterclaim seeking payment of the outstanding loan fee of USD 20,000 plus 5% annual interest.
144. Loto-Popo requested the following relief:

“D’après ce qui précède, nous demandons de La Chambre de Résolution des Litiges du Tribunal de Football de :

- *Rejeter la réclamation du club Future FC (Modern Sport), dans son intégralité.*
- *Accepter la demande de "Loto-Popo Fc" dans son intégralité.*
- *Astreindre le club Future FC (Modern Sport), à payer, à "Loto-Popo Fc" la somme de Vingt Mille Dollars Américains (USD 20 000) à titre d’indemnité de prêt du joueur Imourane Hassane, conformément à l’accord de prêt conclu en date du 13/09/2023, majorée d’un intérêt annuel aux taux de 5% à compter du 30/06/2024 jusqu’à la date du complet paiement ;*
- *Imposer à l’encontre du club Future FC (Modern Sport), la sanction d’interdiction de recruter de nouveaux joueurs, à l’échelle nationale ou internationale jusqu’au paiement des montants dus et pour la durée maximale de trois (03) périodes d’enregistrement complètes et consécutives, dans le cas où il ne paie pas les sommes dues dans le délai imparti."*

Freely translated to English

"In view of the foregoing, we request the Dispute Resolution Chamber of the Football Tribunal to:

- *Reject the claim of the club Future FC (Modern Sport) in its entirety.*
- *Accept the claim of "Loto-Popo FC" in its entirety.*
- *Order the club Future FC (Modern Sport) to pay to "Loto-Popo FC" the amount of Twenty Thousand United States Dollars (USD 20,000) as a loan compensation for the player Imourane Hassane, in accordance with the loan agreement concluded on 13/09/2023, increased by annual interest at a rate of 5% as from 30/06/2024 until the date of full payment;*

- *Impose on the club Future FC (Modern Sport) the sanction of a ban on registering new players at national or international level until payment of the amounts due and for a maximum period of three (03) complete and consecutive registration periods, in the event that it fails to pay the sums due within the prescribed time limit."*

h. Duplica of GCZ

145. GCZ submitted that it was not the Player's new club within the meaning of art. 17 of the Regulations and therefore could not be held jointly and severally liable. GCZ emphasized that it never registered the Player during the 2024 summer registration period and that, according to TMS records, the Player's first registration after the alleged breach occurred, if at all, with Loto-Popo. GCZ added that it was not the first and only club with whom the Player's transfer was fully implemented and executed. Therefore, it would have been appropriate for the Claimant to withdraw its claim against it. In any case, GCZ argued that claim must be dismissed in its entirety.
146. GCZ further argued that there was no evidence that the Player breached any valid employment contract with Modern Sport. It expressed serious doubts as to the alleged Second Contract, highlighting that it was undated, allegedly signed under implausible circumstances, and unsupported by reliable witness evidence. GCZ maintained that such a contract could not have been in force at the time of termination and therefore could neither have been breached nor serve as a basis for compensation.
147. In addition, GCZ maintained that Modern Sport terminated the "wrong" contract and had done so too late. It recalled the established FIFA and CAS jurisprudence according to which a club must terminate immediately once grounds for termination arise, failing which the right to terminate is forfeited. GCZ asserted that even if a breach had existed, the delayed termination and the reliance on a future or non-existent contract rendered the Claimant's position legally unsustainable.
148. GCZ also stressed that Modern Sport failed to validly exercise the purchase option vis-à-vis Loto-Popo. It pointed to the highly irregular payments allegedly made by unrelated third parties in different countries, concluding that such conduct undermined the validity of the purported transfer and raised serious concerns as to transparency. As a result, GCZ submitted that no contractual link capable of producing liability for GCZ had ever been established.
149. GCZ denied having induced the Player to breach any contract. It stated that it neither knew nor could have known of the existence of any alleged second contract between the Player and Modern Sport, especially as the Player himself had been unaware of it.
150. GCZ submitted all documents relating to the negotiations and requested to reject all evidentiary requests.
151. GCZ concluded that :

"26. The foregoing statements prove that the claim is unfounded and must therefore be dismissed in its entirety.

27. In particular, there is no basis for a claim against the Third Respondent because even if the Claimant could assert a claim for damages against the Player for breach of contract (quod non), the new club would only be jointly and severally liable with the Player if it could be proven that the new club had induced the breach of contract. In the present case, however, such inducement has not been proven, nor is it even credible. Above all, GCZ is not the Player's new club within the meaning of Art. 17 para. 4 FIFA RSTP."

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

152. First of all, the Dispute Resolution Chamber (hereinafter: the Chamber or the DRC) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was submitted to FIFA on 17 October 2024 and submitted for decision on 4 June 2026. Taking into account the wording of arts. 32 and 35 of the January 2026 edition of the Procedural Rules, the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
153. Furthermore, the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Beninese player and an Egyptian club with the involvement of a Beninese club and Swiss club.
154. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 29 of the Regulations, the July 2025 edition of the Regulations was applicable to the matter at hand as to the substance.

b. Admissibility

155. The Chamber observed that Loto-Popo filed a counterclaim in its duplica. In this respect, the Chamber recalled the content of art. 21 par. 2 of the Procedural Rules according to which: *"a counterclaim shall have the same form as a claim and shall be submitted within the same time limit as that for the response to the claim"*.
156. With the foregoing in mind, the Chamber assessed that the Club did not submit its counterclaim when invited to provide its response to the claim, but only at a later stage of the proceedings. On account of the above, the Chamber determined that Loto-Popo's counterclaim is inadmissible.

c. Burden of proof

157. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the TMS.

d. Merits of the dispute

158. Having established the competence and the applicable regulations, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Chamber emphasised that in the following considerations it would refer only to the facts, arguments and documentary evidence, which it considered pertinent for assessing the matter at hand.

i. Main legal discussion and considerations

159. The Chamber then moved to the substance of the matter, noting that this is a claim brought by Modern Sport against the Player, Loto-Popo and GCZ.
160. In this respect, the Chamber recalled that Modern Sport argued that it validly exercised the option to permanently transfer the Player in accordance with the Transfer Agreement within the agreed deadline and fulfilled all contractual requirements, including initiating payment of the transfer fee, thereby making the Player contractually bound to the Club under a four-year employment contract (i.e., the Second Contract). It maintained that the Player signed the Second Contract and subsequently committed a serious breach by failing to return to the Claimant after international duty, remaining absent without justification despite repeated notices. According to Modern Sport, this conduct demonstrated a clear intention not to honour his obligations and justified termination with just cause, entitling the Claimant to compensation, while also alleging that Loto-Popo and GCZ were involved in the Player's contractual breaches, and should be considered as jointly liable for the payment of compensation.
161. The Player for his part, rejected the claim, asserting that his employment with Modern Sport was limited to the 2023/2024 season under the First Contract, which expired at the end of that season, and that no valid Second Contract was ever concluded. He denied signing any four-year agreement, alleging instead that he had been asked to sign blank documents that were later unilaterally completed without his consent, rendering the alleged Second Contract invalid and non-binding. He further argued that, in any event, the validity of such a contract depended on conditions that were never fulfilled, including the effective transfer from his parent club. The Player maintained that he acted in good faith amid a dispute between clubs regarding his status, denied any breach, and contended that the termination was both unfounded and untimely, thus no compensation or sanctions should apply. The Chamber also recalled that Loto-Popo and GCZ requested to reject the claim.

162. In view of the foregoing, the Chamber determined that the following points were contested by the parties :

- a) Whether the conditions of the definitive transfer option in the Transfer Agreement were triggered;
- b) Whether the Player and Modern Sport concluded the Second Contract, and
- c) If concluded, what were the consequences, namely (i) was it a continuation of the First Contract, (ii) was it never executed, or (iii) did the Club terminate the Second Contract with just cause.

Were the conditions of the definitive transfer option in the Transfer Agreement triggered?

163. The Chamber recalled Modern Sport's contention that the conditions for the definitive transfer of the Player from Loto-Popo to Modern Sport were met, as it fulfilled the requirements stipulated in the Transfer Agreement. For their part, the Respondents argued that the conditions were not met and the transfer was not triggered.

164. In this context, the Chamber first emphasized that the conclusion of a transfer agreement, together with the fulfilment of all conditions agreed upon by the parties, is essential to evidence the acceptance and acknowledgment of the transfer and to prevent any potential disputes between them. In practice, both the transfer agreement and the employment contract are typically executed simultaneously, as the absence of consent from the player's former club to the transaction may lead to potential consequences under the Regulations.

165. Nonetheless, a failure to execute a transfer agreement has no bearing on whether an employment contract was concluded. In this regard, the Chamber recalled that the validity of an employment contract cannot be made conditional upon the conclusion of a transfer agreement.

166. In light of the above, the Chamber determined that, in the present proceedings, the issue of whether the conditions set out in the Transfer Agreement for the Player's definitive transfer were fulfilled does not constitute the primary matter for determination. Rather, the central issue to be assessed is whether the Player and Modern Sport concluded the Second Contract and, if so, the legal consequences arising therefrom. Nevertheless, the factual circumstances surrounding the fulfilment of the Transfer Agreement conditions may remain relevant insofar as they assist the Chamber in establishing whether the Second Contract was effectively concluded.

Did the Player and Modern Sport conclude the Second Contract?

167. In order to address this question, the Chamber recalled the following relevant facts:

Date	Fact
15 September 2023	- The Player alleged that he was given blank pages of the Egyptian Standard Employment Contract by the Claimant and was instructed to sign them for registration purposes. The content was allegedly added later without the Player's consent. - The Player and Modern Sport concluded the First Contract.
18 April 2024	- Modern Sport informed Loto-Popo of its intention to exercise the option to permanently purchase the Player.
28 May 2024	- Modern Sport initiated the transfer of the amount for the permanent transfer of the Player. - Modern Sport argued that the Player and Modern Sport signed the Second Contract. The Chamber noted that the Second Contract provided by Modern Sport does not bear a date of signature. - The Player travelled from Cairo to Abidjan at 19h20.
14 June 2024	- Modern Sport sent a letter requesting the Player to return to the Club without delay.
22 June 2024	- Modern Sport sent a second letter stating that the Player was violating the Contract by failing to return.
25 June 2024	- The EFA decided to extend the 2023/2024 season until 18 August 2024.
27 June 2024	- The Player informed Modern Sport that he only had a contract covering the 2023/2024 season.
1 July 2024	- Modern Sport informed the Benin Football Federation that the Player failed to return to Egypt despite several warnings and requested the Federation's intervention.
3 July 2024	- The Player allegedly sent a letter to Modern Sport contesting his contractual situation. The receipt of this letter was disputed by Modern Sport. The Chamber noted that no proof of sending was provided.
8 July 2024	- The Player reiterated that he only had a contract for the 2023/2024 season and requested Modern Sport to confirm by 12 July 2024 that no contractual relationship existed beyond that season.
29 July 2024	- The Player again informed Modern Sport that no contractual relationship would exist after 18 August 2024, that transfer rights belonged exclusively to Loto-Popo, and reiterated that he had not been paid since April 2024.
5 August 2024	- Modern Sport requested the Player to return to Egypt and resume duties within ten days, warning of potential termination.
16 August 2024	- Modern Sport sent a notice of termination to the Player of the <i>"the 4-year employment contract executed with Mr Hassane Imourane "</i>, citing his failure to return and resume work.

18 August 2024	-	The 2023/2024 season ended.
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168. Having stated the above, the Chamber first observed that neither the Player nor Modern Sport have provided sufficient and convincing evidence to fully corroborate its respective factual assertions regarding the conclusion or not of the Second Contract.
169. In this respect, while Modern Sport maintained that the Second Contract was concluded on 28 May 2024, the Chamber stressed that it failed to submit any contemporaneous evidence demonstrating how such contract was negotiated or concluded. In particular, no evidence was provided (i) regarding the circumstances under which the Player was allegedly invited to sign the document; (ii) the communications exchanged between the parties; or (iii) the conditions under which the signature was affixed, especially considering that, on the very same day, the Player travelled from Cairo to another country.
170. Moreover, the Chamber noted that between 18 April 2024 - when Modern Sport informed Loto-Popo of its intention to exercise the purchase option - and 28 May 2024, the Player and Modern Sport did not exchange any correspondence or any type of communication regarding the conclusion of the Second Contract. The Chamber asserted that this lack of communication is particularly relevant considering that, when agreeing on the Transfer Agreement, the parties did not agree on the terms of the subsequent employment contract to apply in the event the definitive option was exercised. Therefore, if Modern Sport intended to hire the Player on a definitive basis, his consent was necessary.
171. The Chamber further noted that the Player admitted to having signed blank or incomplete documents, which may—or may not—have been subsequently used by the Club to generate the alleged Second Contract. While the Chamber acknowledged the Player's allegations of vulnerability at the time of signing, the Chamber also reiterated the established jurisprudence of the Football Tribunal, according to which players are expected to exercise due care and diligence when signing documents, particularly in the context of international transfers and employment relationships. In this regard, the Chamber considered that the Player failed to act with the expected level of diligence and must bear responsibility for such conduct.
172. However, the Chamber equally observed that the Second Contract did not bear any date of signature and that the Player consistently contested having entered into such agreement. Notably, on 8 July 2024, the Player expressly requested the Club to confirm that no further employment contract existed beyond the 2023/2024 season. Despite this clear and unequivocal challenge, Modern Sport did not respond to the Player's request and remained silent for approximately one month, only subsequently requesting the Player to return to the Club. The Chamber stressed that, once Modern Sport had been informed that the Player denied having signed any further contract, it was incumbent upon Modern Sport to provide sufficient explanations and evidence to substantiate its position as to the alleged conclusion of the Second Contract, which it ultimately failed to do.
173. Having regard to the above considerations, the Chamber concluded that: (i) the Player's repeated and timely rejection of the alleged Second Contract, (ii) the absence of any dated or corroborated evidence regarding the circumstances of its conclusion, (iii) Modern Sport's failure to respond to the Player's explicit request for confirmation that no

contractual relationship existed, and (iv) the prolonged silence on Modern Sport's part despite being aware of the Player's position, rendered it in able to establish that the parties reached a mutual agreement on the essential terms of the purported Second Contract.

174. Accordingly, the Chamber concluded that the existence and validity of the Second Contract have not been proven to the required standard of the Football Tribunal and, therefore, it determined that the Second Contract, in its entirety, was not valid.

Consequences

175. Having concluded the above, the Chamber also recalled that the First Contract was still ongoing. In this respect, the Chamber noted the First Contract was valid for the 2023/2024 season and according to the information on file, on 25 June 2024, EFA decided to extend the season until 18 August 2024.
176. In this context and considering that the Contract clearly mentioned that it was valid until the end of the season, the Chamber concluded that the date of termination of the First Contract was on 18 August 2024. This was further confirmed by the Player himself in his correspondence dated 29 July 2025, who mentioned that *"there will be no further contractual relationship between you and my client after 18 August 2024"*. Therefore, the Chamber concluded that the Player was bound with Modern Sport until 18 August 2024.
177. The Chamber then observed that the Claimant's termination notice dated 16 August 2024 expressly referred to the termination of the Second Contract, and not the First Contract. Accordingly, the Chamber concluded that the First Contract was not terminated prematurely but rather expired in accordance with its agreed terms.
178. In any event, even if it were to be assumed that, by sending such notice, the Claimant intended to terminate the overall employment relationship two days prior to the contractual expiry, and further assuming *arguendo* that the Club could be considered to have just cause, the Chamber observed that no damage would arise therefrom, as the First Contract essentially terminated on its pre-established date of termination. Therefore, no consequences would arise from it.
179. In view of all the above, the Chamber decided to reject the claim of Modern Sport.

e. Costs

180. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
181. Likewise, and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation should be awarded in these proceedings.

182. Lastly, the Chamber concluded its deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Modern Sport, is rejected.
2. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero
Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE

According to art. 50 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (**CAS**) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (*cf.*, art. 17 of the Procedural Rules Governing the Football Tribunal).

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