



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 2103/24)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Kendrah Potts

in the arbitration proceedings between

Mr. Mohamed Abu Arisha

- Claimant -

represented by Mr. Alejandro Pascual Madrid, attorney at law

vs.

Association Sportive Lexus Larache
Larache city, Morocco, Zip code 92000

- Respondent -

AWARD

Upon providing all parties with an opportunity to be heard, having examined her jurisdiction and considered the factual and legal arguments as well as the requests for relief submitted in this case, the Arbitrator decides as follows:

- 1. Association Sportive Lexus Larache shall pay Mr. Mohamed Abu Arisha DH 162,940.00 net of taxes in respect of unpaid, outstanding and/or accelerated salary, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from the following dates until payment in full:**
 - **On the amount of DH 21,000 from 8 November 2022**
 - **On the amount of DH 30,000 from 8 December 2022**
 - **On the amount of DH 30,000 from 8 January 2023**
 - **On the amount of DH 30,000 from 8 February 2023**
 - **On the amount of DH 51,940 from 25 February 2023**

- 2. Association Sportive Lexus Larache shall pay Mr. Mohamed Abu Arisha DH 2,600 net of taxes in respect of unpaid and outstanding bonus, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from the following dates until payment in full:**
 - **On the amount of DH 500 related to the match played on 29 October 2022 against OCY from 31 October 2022.**
 - **On the amount of DH 700 related to the match played on 6 November 2022 against FUS from 30 November 2022.**
 - **On the amount of DH 700 related to the match played on 12 November**

2023 against ASB from 30 November 2022.

- **On the amount of DH 700 related to the match played on 7 January 2023 against Mjad Tangier from 31 January 2023.**
3. **Association Sportive Lexus Larache shall provide Mr. Mohamed Abu Arisha will the relevant tax certificates demonstrating that Association Sportive Lexus Larache has paid the applicable taxes due in respect of:**
 - **The sums in paragraph 1 and relevant default interest.**
 - **Mr. Mohamed Abu Arisha's salary of October 2022 in the amount of DH 30,000 (thirty thousand Moroccan Dirhams) and its relevant default interest.**
 - **The partial payments made to Mr. Mohamed Abu Arisha in the amount of DH 9,000 (nine thousand Moroccan Dirhams) and its relevant default interest.**
 4. **Association Sportive Lexus Larache shall pay Mr. Mohamed Abu Arisha DH 4,296.00 by way of reimbursement for a flight, together with interest at a rate of 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 25 February 2023 until payment in full.**
 5. **The costs of this arbitration until the present Award, which were determined by the President of the BAT to be in the amount of EUR 5,000.00, shall be borne by Association Sportive Lexus Larache alone. Accordingly, Association Sportive Lexus Larache shall pay EUR 5,000.00 to Mr. Mohamed Abu Arisha as reimbursement for his arbitration costs.**
 6. **Association Sportive Lexus Larache shall pay EUR 2,900.00 to Mr. Mohamed Abu Arisha as reimbursement for his legal fees and expenses (including the non-reimbursable handling fee).**
 7. **Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
 8. **Any other or further-reaching requests for relief are dismissed.**



BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 8 October 2024

Kendrah Potts
(Arbitrator)

Notice about Request for Reasons

in accordance with Articles 16.2 and 16.3 of the BAT Rules (version of 1 January 2022):

“16.2 By agreeing to submit their dispute to arbitration under these Rules, the parties agree that, subject to Article 16.3, the Arbitrator shall issue an award without reasons if the sum in dispute does not exceed EUR 50,000.

16.3 In cases falling under Article 16.2, the Arbitrator shall issue an award with reasons (which shall substitute in full for any previously-issued award without reasons) only if

- a) a party (i) files a request to that effect at any stage from when the Request for Arbitration is filed until no later than ten (10) days after the notification of the award without reasons, and (ii) pays, within the deadline set by the BAT Secretariat, an amount of EUR 3,000 into the bank account indicated in Article 17.1, failing which the request shall be deemed withdrawn; or*
- b) the BAT President determines in his sole discretion, before the award is issued, that it shall be rendered with reasons, taking into account the issues raised by the case as well as the public interest in a sufficient body of publicized awards with reasons.”*

Please note that the time limit for payment of the amount of EUR 3,000.00, in accordance with Article 16.3(a) of the BAT Rules, will be set by the BAT Secretariat upon receipt of the request for reasons, if any.