

**ARBITRAL AWARD**

**(BAT 2073/23)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Clifford J. Hendel**

in the arbitration proceedings between

**Mr. Ayoub Nouhi**

**- Claimant -**

represented by Mr. Sabin Liviu Gherdan, attorney at law,

vs.

**Association Sportive De Sale Basketball**  
Room El Bouazzaoui Avenue, Oujda, Sale, Morocco

**- Respondent -**

## **AWARD**

Upon providing all parties with an opportunity to be heard, having examined his 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 De Sale Basketball shall pay Mr. Ayoub Nouhi EUR 11,306.93 as outstanding salaries, plus interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof until payment in full. The interest shall start to accrue as from the following dates:**
  - on the amount of EUR 1,413.60 as salary instalment due on 1 February 2023, from 2 February 2023;
  - on the amount of EUR 2,800.00 as salary instalment due on 1 March 2023, from 2 March 2023;
  - on the amount of EUR 2,800.00 as salary instalment due on 1 April 2023, from 2 April 2023;
  - on the amount of EUR 2,800.00 as salary instalment due on 1 May 2023, from 2 May 2023; and
  - on the amount of EUR 1,493.33 as salary instalment due on 1 June 2023, from 16 June 2023.
- 2. 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 3,125.00, shall be borne by Association Sportive De Sale Basketball alone. Accordingly, Association Sportive De Sale Basketball shall pay an amount of EUR 3,125.000 to Mr. Ayoub Nouhi. The balance of the Advance on Costs in the amount of EUR 575.00 will be reimbursed to Mr. Ayoub Nouhi by the BAT.**
- 3. Association Sportive De Sale Basketball shall pay EUR 3,000.00 to Mr. Ayoub Nouhi as a contribution to his legal fees and expenses (including the non-reimbursable handling fee).**

4. **Any arbitration costs associated with a Request for Reasons (see attached Notice) shall be advanced and borne by the requesting party.**
5. **Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 23 April 2024

Clifford J. Hendel  
(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.