

Decision of the Single Judge of the Players' Status Committee

passed in Zurich, Switzerland, on 8 August 2018,

by

Geoff Thompson (England)

Single Judge of the Players' Status Committee,

on the claim presented by the club

Club A, Country B

as Claimant

against the club

Club C, Country D

as Respondent

regarding a contractual dispute between the
parties and relating to the player, Player E

I. Facts of the case

1. On 1 July 2014, the club of Country B, Club A (hereinafter: *the Claimant*), and the club of Country D, Club C (hereinafter: *the Respondent*), concluded a transfer agreement for the transfer of the player, Player E (hereinafter: *the player*), from the Claimant to the Respondent for a transfer compensation of EUR 340,000.
2. Clause 2 par. 3 of the transfer agreement stipulates the following:
"[The Claimant] shall furthermore be entitled to a sell-on fee in the event the Player should be transferred from [the Respondent] to a third club on a permanent or temporary basis. The sell-on fee shall amount to ten (10) per cent of the transfer fee paid by the third club to [the Respondent] and falls due ten (10) days from the day of transfer of the Player. It is the obligation of [the Respondent] to keep [the Claimant] properly informed in writing of any transfer of the Player according to this section" (hereinafter: *the sell-on fee*).
3. Clause 2 par. 6 of the transfer agreement reads as follows:
"(...) Delay interest shall accrue on any sum overdue according to a yearly interest rate of ten (10) per cent".
4. On 21 February 2018, the Claimant lodged a claim before FIFA against the Respondent requesting to order the Respondent to submit a copy of the transfer agreement the latter concluded with the club of Country D, Club F, in connection with the transfer of the player, to be awarded 10% of the player's subsequent transfer fee, plus 10% interest *p.a.* as from 10 days after the signature of the subsequent transfer agreement, that sanctions be imposed on the Respondent and that the latter bear the costs of the proceedings. Alternatively, the Claimant requested the amount of EUR 25,000, plus 10% interest *p.a.* as from 28 August 2016.
5. In particular, the Claimant stated that the player was transferred from the Respondent to Club F during the summer of 2016 (hereinafter: *the subsequent transfer*).
6. In this context, the Claimant submitted a copy of an email exchange between the parties, according to which the Claimant contacted the Respondent on 15 September 2016 in order to obtain information regarding the subsequent transfer, to which the Respondent replied on 29 September 2016 that "*we will send our response as soon as possible in the necessary documents*", and stated that, in spite of its various default notices, no information regarding the subsequent transfer of the player was received and the sell-on fee remains outstanding.
7. Furthermore, the Claimant submitted an internet extract, according to which, the player was transferred from the Claimant to Club F for a transfer fee of EUR 250,000.

8. In spite of having been invited to do so, the Respondent neither replied to the Claimant's claim nor did it provide a copy of the transfer agreement allegedly concluded with Club F in spite of FIFA's explicit request.

II. Considerations of the Single Judge of the Players' Status Committee

1. First of all, the Single Judge of the Players' Status Committee (hereinafter: *the Single Judge*) analysed which edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber is applicable to the matter at hand. In this respect, he referred to art. 21 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2018) as well as to the fact that the present matter was submitted to FIFA on 21 February 2018. Consequently, the Single Judge concluded that the 2018 edition of said Procedural Rules is applicable to the matter at hand (hereinafter: *the Procedural Rules*).
2. Subsequently, the Single Judge referred to art. 3 par. 1 and par. 2 of the Procedural Rules in conjunction with art. 23 par. 1 and par. 3 as well as art. 22 lit. f) of the Regulations on the Status and Transfer of Players (edition 2018) and confirmed that he is competent to deal with the present claim which concerns a dispute between clubs affiliated to different associations.
3. In continuation, the Single Judge analysed which edition of the Regulations on the Status and Transfer of Players is applicable as to the substance of the matter. In this respect, he referred to art. 26 par. 1 and par. 2 of the Regulations on the Status and Transfer of Players (edition 2018) and to the fact that the present matter was submitted to FIFA on 21 February 2018. In view of the foregoing, the Single Judge concluded that the 2018 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) is applicable in the matter at hand as to the substance.
4. His competence and the applicable regulations having been established and entering into the substance of the matter, the Single Judge continued his analysis by acknowledging the facts of the case and the arguments of the parties as well as the documents contained in the file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence that he considered pertinent for the assessment of the matter at hand.
5. In doing so and to begin with, the Single Judge observed that the Claimant lodged a claim against the Respondent for payment of the 10% sell-on fee in accordance with the transfer agreement concluded by and between the Claimant and the Respondent on 1 July 2014.
6. In this respect, the Single Judge pointed out that the Claimant's claim against the Respondent for payment of the sell-on fee is based on a transfer agreement allegedly

signed by and between the Respondent and the club of Country D, Club F, in summer 2016 with regard to the player.

7. Furthermore, the Single Judge noted that, although having been invited to do so by FIFA, the Respondent neither replied to the Claimant's claim nor did it provide a copy of the transfer agreement allegedly concluded with Club F in relation with the player, Player E, the transfer agreement having been explicitly requested by FIFA in accordance with its usual practice in circumstances such as the ones in the matter at stake.
8. Having said that, given the circumstances in the matter at stake, the Single Judge recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in the Transfer Matching System (TMS). In this respect, the Single Judge highlighted that, in the matter at stake the relevant sell-on fee would need to be determined on the basis of a transfer agreement which was signed between two clubs affiliated to one and the same Association and which, therefore, is not available in the TMS.
9. On account of the above as well as the jurisprudence of Players' Status Committee in matters such as the one at stake, the Single Judge decided that the Respondent must send to FIFA a copy of the agreement which was signed by and between the Respondent and Club F over the transfer of the player.
10. The Single Judge highlighted that after receipt of the requested relevant documentation from the Respondent, he will consider and decide on the question as to whether the Claimant is entitled to the contractual 10% sell-on fee and, in the affirmative, to decide on the relevant amount.
11. In this respect, on account of the preceding consideration, the Single Judge stressed that the present decision has a preliminary nature and therefore, at this stage, no procedural costs are levied.

III. Decision of the Single Judge of the Players' Status Committee

1. The Respondent, Club C, must send to FIFA, **within 30 days** as from the date of notification of the present decision, a copy of the relevant transfer contract it concluded with the club of Country D, Club F, in connection with the transfer of the player, Player E, in its original version and translated, if need be, into one of the official languages of FIFA (English, Spanish, French and German). In the absence of such a contract and in case the transfer was against payment, the Respondent must provide FIFA with documentary evidence indicating the exact financial terms of the transfer in question, **within the aforementioned time limit**.

2. In case the Respondent did not conclude a transfer contract with Club F and no transfer compensation was paid by the latter club in connection with the transfer of the player, Player E, the Respondent must provide FIFA, **within 30 days** as from the date of notification of the present decision, with documentary evidence indicating that no transfer compensation was payable by Club F in relation to the transfer of the player, Player E.

3. In case of non-compliance with the aforementioned within the established time limit, the present matter will be submitted to FIFA's Disciplinary Committee for consideration and a formal decision.

Note relating to the motivated decision (legal remedy):

According to art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

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For the Single Judge of the
Players' Status Committee

Omar Ongaro
Football Regulatory Director

Encl. CAS directives