

# Decision of the Dispute Resolution Chamber

passed on 9 April 2020,

in the following composition:

**Geoff Thompson (England)**, Chairman  
**Roy Vermeer (The Netherlands)**, member  
**Daan de Jong (The Netherlands)**, member

on the claim presented by the player,

**Abdelkader Oueslati**, France ,  
represented by Mr Ali Abbes & Mr Mohamed Rokbani

*as Claimant / Counter-Respondent*

against the club,

**Al Fateh**, Saudi Arabia,  
represented by Mr Nasr El-Din Azzam

*as Respondent / Counter-Claimant*

and the club,

**Club Africain**, Tunisia

*as intervening Party*

regarding an employment-related dispute  
between the parties

## I. Facts of the case

1. On 14 July 2017, the French player, Abdelkader Oueslati (hereinafter: *the player* or *the Claimant/Counter-Respondent*) and the Saudi club, Al Fateh (hereinafter: *the club* or *the Respondent/Counter-Claimant*) signed an employment contract (hereinafter: *the contract*) valid as from 15 July 2017 until 14 July 2020.
2. In accordance with the contract, the player was entitled to the total amount of USD 1,650,000 payable as follows:
  - a) *"The first year of the contract, which begins in 15/07/2017 until 14/07/2018"*:
    - USD 99,960 on 30 August 2017;
    - SD 29,170 as monthly salary payable at the end of the month.
  - b) *"The second year of the contract, which begins in 15/07/2018 until 14/07/2019"*:
    - USD 199,960 in 2 installments:
      - USD 99,960 on 30 August 2018;
      - USD 100,000 on 30 January 2019
    - USD 29,170 as monthly salary payable at the end of the month.
  - c) *"The third year of the contract, which begins in 1/07/2016 till 30/06/2017"*
    - USD 299,960 payable in 2 instalments:
      - USD 149,960 on 30 August 2019;
      - USD 150,000 on 30 January 2020
    - USD 29,170 as monthly salary payable at the end of the month
3. According to art. 8 of the contract: *"[the club] may take decisions and issue sanctions against [the player] in case of violating his obligations stipulated in the contract without prejudice to regulations, provided that he shall inform the second party in writing, and the latter may object according to regulations and rules"*.
4. On 4 September 2019, the player put the club in default arguing that the club had outstanding toward him in the amount of USD 179,130 corresponding to the 1st instalment due on 30 August 2019 and to the salary of August 2019. The player further held that the club was trying to convince him into signing a termination agreement, and that the list of foreign players allowed to be registered with the club was already filled without him in it. The player gave 15 days for the club to remedy its default.

5. On 8 September 2019, the player reiterated his default granting 24 hours for the club to remedy its default. He reiterated on 12 and 15 September 2019 as well requesting to be re-registered.
6. In a letter dated 10 September 2019, the club replied to the player that he was put in a "*special fitness program*" as the head coach decided that his fitness level was too low following an injury. The club further held that the player accepted to be in such program.
7. On 20 September 2019, the player unilaterally terminated the contract arguing that despite his default notice, the amounts claimed had not been paid to him.
8. On 14 October 2019, the player lodged a claim against the club in front of FIFA for outstanding remuneration and compensation for breach of the contract, requesting the total amount of USD 634,441 corresponding to the following:
  - USD 198,576 as outstanding remuneration corresponding to:
    - USD 149,960 as instalment due on 30 August 2019 plus 5% interest as from the date of the default notice, 4 September 2019;
    - USD 29,170 for the salary of August 2019, plus 5% interest as from the date of the default notice, 4 September 2019;
    - USD 19,446 for the 20 days of September 2019, which were worked by the player, plus 5% interest as from 30 September 2019.
  - USD 435,865 as compensation for breach of contract, corresponding to the residual value of the contract, no interest requested.
9. In reply to the claim of the player, the club lodged a counterclaim, for compensation for breach of the contract, requesting the total amount of USD 1,625,040 plus interest as compensation for breach of the contract, plus 5% interest *p.a.* as from the date of breach. It further requester that the new club of the player should be jointly liable and that sporting sanctions should be imposed on the player. The club further requested legal costs in its favor.
10. For the calculation of the compensation, the club used the following elements:
  - Residual value of the contract: USD 650,000
  - Loss of transfer fee/replacement value: USD 800,000 "*in accordance with his important role in the club's first team, and according to the relevant indicators of the market, broadly used and recognized such as transfermarkt.com, the value of the services of the Player can set at the amount of USD 800,000. Keeping in mind the duration left on the contract, the Claimant could reasonably have expected to make an economic profit*

*if it would have sold the Player which in turn could have compensated for the sporting loss"*

- Specificity of sport: USD 175,040 (6 monthly salaries).
11. The club argued that the player was well aware that since the beginning of the contract, the payments had been performed later than provided in the contract and the player never complained, so now he cannot use that argument to terminate the contract (the club invoked the doctrine of *"venire contra factum proprium"*. More specifically, the club explained that it had up to 74 days delay in the payment of some salaries.
  12. The club held that beginning of the season 2019/2020, it authorized the player to join his wife who was having a baby, the player then returned to Saudi Arabia but without his wife, which according to the club demonstrate the intent of the player to plan his unilateral termination.
  13. The club alleged that since 7 September 2019, the player was absent from trainings following his default notice of 4 September 2019.
  14. On the default notice of 4 September 2019, the club held that it was not valid since it was sent by a lawyer without a power of attorney, which the club replied on 8 September 2019 (requesting the correspondence to be held in English and not in French since the default was in French), and that on the same date, it received a second default notice with a power of attorney but still in French, which the club considered to be bad faith on the part of the player.
  15. The club held that due to his absence, it imposed sanctions on the player in application of art. 8 of the contract.
  16. The club considered that since the first default notice was without a valid power of attorney, it should not be valid and only the one of 8 September should be taken into account, and since the player terminated on 20 September 2019, it was before the end of the 15 days deadline of the default of 8 September 2019.
  17. On the overdue amounts claimed by the player, the club held that the instalment of 30 August 2019 and the salary of August 2019 are not two salaries in the sense of art. 14bis of the FIFA RSTP. The club argued that it paid all the salaries due under the contract for the first 2 seasons and that it paid the salary of July 2019 due on 15 August 2019 because allegedly the season started on 15 July 2019.
  18. The club further underlined that since both default notices were in French and not in one of the two language of the contract (Arabic and English), the default notices were not valid and as such the player did not warn the club before unilaterally terminating the contract.

19. In reply to the counterclaim of the club, the player amended his claim, requesting the following:

- Outstanding as claimed in the initial claim;
- Compensation for breach : USD 415,306;
  - Residual value of the contract: USD 435,865;
  - Mitigation: USD 20,559 (Tunisian Dinars 58,000 from 20 January 2020 to 14 July 2020). The player held that the "*prime de rendement*" could not be considered as a remuneration and depended on the team's performance.
- Additional compensation 175,020 6 monthly salaries.

20. The player held that the club did not contest the outstanding amounts, and that total of outstanding is higher than 2 salaries and that as such 14bis applies.

21. The player underlined that the constant lateness in the payment of his salaries did not mean the acceptance of the player, especially on the basis of "*nemo auditor propriam suam turpitudinem allegans*"

22. The player contested the absence and underlined that the club provided no evidence in that sense.

23. According to the information provided by the player, on 18 January 2020, the player and the Tunisian club, Club Africain (hereinafter: *Club Africain*), signed an employment contract valid as from 20 January 2020 until 30 June 2022, with a monthly remuneration of DT 10,000 (approx. USD 3,550) and a "*prime de rendement*" of DT 78,000 for the season 2019/2020 and a monthly remuneration of DT 20,000 and a "*prime de rendement*" of DT 78,000 (approx. USD 27,690) for the season 2020/2021

24. Despite being invited to provide its comments, Club Africain did not reply.

## II. Considerations of the Dispute Resolution Chamber

1. First of all, the DRC analysed whether it was competent to deal with the case at hand. In this respect, the Chamber took note that the present matter was first submitted to FIFA on 14 October 2019. Consequently, the 2018 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the Procedural Rules).

2. Subsequently, the DRC referred to art. 3 par. 1 of the Procedural Rules and confirmed that, in accordance with art. 24 par. 1 in conjunction with art. 22 lit. b) of the Regulations (edition 2020), it is competent to decide on the present litigation, which concerns an employment-related dispute with an international dimension between a French player, a Saudi club and a Tunisian club.
3. Furthermore, the DRC analysed which edition of the Regulations should be applicable as to the substance of the matter. In this respect, the Chamber confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations (edition 2020) and considering that the present matter was submitted to FIFA on 14 October 2019, the 2019 edition of said Regulations is applicable to the present matter as to the substance.
4. The competence of the DRC and the applicable regulations having been established, the Chamber entered into the substance of the matter. In doing so, it started to acknowledge the facts of the case as well as the documents contained in the file. However, the Chamber emphasized that in the following considerations it will refer only to the facts, arguments and documentary evidence which it considered pertinent for the assessment of the matter at hand. In particular, the Chamber 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).
5. In this respect, the DRC acknowledged that it was undisputed by the parties that the Claimant/Counter-Respondent and the Respondent/Counter-Claimant had signed an employment contract, valid as from 15 July 2017 until 14 July 2020.
6. The DRC recalled that in accordance with the contract, the player was entitled *inter alia* for the season 2019/2020 to a first advance payment of USD 149,960 on 30 August 2019, a second advance payment of USD 150,000 on 30 January 2020 and to a monthly salary of USD 29,170 payable at the end of the month.
7. In continuation, the Chamber took note that it is undisputed that on 20 September 2019, the Claimant/Counter-Respondent unilaterally terminated the contract following several default notices on 4, 8, 12 and 15 September 2019 by means of which the Claimant/Counter-Respondent requested to the Respondent/Counter-Claimant the payment of the first instalment of the advance payment due on 30 August 2019 and the salary of August 2019, and further requested to be registered with the first team and giving the club 15 days to remedy its default in its default dated 4 September 2019.
8. The Chamber then reviewed the amended claim of the player, who requested the total amount of USD 788,882 plus interest corresponding to outstanding remuneration in the amount of USD 198,576 and USD 590,306 as compensation for breach of the contract.

9. Moreover, the DRC took note that the club lodged a counterclaim against the player, requesting the total amount of USD 1,625,040 as compensation for breach of contract by the player plus interest and sporting sanctions to be imposed on the player.
10. In its counterclaim, the Respondent/Counter-Claimant argued that the Claimant/Counter-Respondent had not followed the FIFA Regulations to unilaterally terminate the contract, in particular, the Respondent/Counter-Claimant considered that the default notices of the player were not valid since they were in French, a language not understood by the club, while the official language of the contract were English and Arabic. The Respondent/Counter- Claimant further held that the player had been absent without authorization and argued that it had been late on multiple occasion to pay the salaries without any complaints from the player before that claim.
11. The Chamber took note of the argumentation of the Claimant/Counter-Respondent I in reply to the counterclaim, and in particular noted that the player rejected the counterclaim and held that the constant delays in the payments of salaries in the past did not mean that an acceptance of the player for that practice, and further held that the club did not provide evidence as to his alleged absences.
12. The DRC took note despite a request of the FIFA's administration, Club Africain did not provide its comments on the counterclaim of the Respondent/Counter-Claimant.
13. In view of the foregoing and of the diverging opinions of the parties, the Dispute Resolution Chamber was of the opinion that the issue at stake, considering the claim and counterclaim lodged respectively by the parties against each other, was to determine whether the employment contract had been unilaterally terminated with or without just cause by the player on 20 September 2019, and which party was responsible for the early termination of the contractual relationship in question. The DRC also underlined that, subsequently, if it were found that the employment contract was breached by one of the parties without just cause, it would be necessary to determine the consequences for the party that caused the unjust breach of the relevant employment contract.
14. Reviewing the argumentations of both parties, the DRC took note that the Claimant/Counter-Respondent considered that he had just cause to terminate the contract as the Respondent/Counter-Claimant did not pay him an advance payment as well as the salary of August 2019.
15. On the other hand, the DRC took note that the Respondent/Counter-Claimant deemed that the termination was not valid as the Claimant/Counter-Respondent did not duly warn the Respondent/Counter-Claimant to allow it to remedy its default since the default notices were in French and the player was absent from trainings without authorization.

16. With regard to the claim of the player that he did not receive the part of the advance payment due on 30 August 2019 and the salary of August 2019, the DRC took note that the Respondent/Counter-Claimant did not contest the allegations but held that the termination occurred too early taking into account that the Respondent/Counter-Claimant was usually late in paying the salaries of the player. On the alleged absences of the player, the DRC took note that the player had allegedly been fined by the club.
17. On the allegation that the player had missed some trainings without authorization, the DRC noted that the Claimant/Counter-Respondent held that it was not aware of any disciplinary sanctions taken against him for alleged absences that he contests and which he deemed, were not substantiated by the club.
18. Following this, the DRC recalled the content of art. 12 par. 3 of the Procedural Rules, according to which any party claiming a right on the basis of an alleged fact shall carry the respective burden of proof, in that sense, the DRC considered that the Respondent/Counter-Respondent did not provide any evidence substantiating the alleged absences of the Claimant/Counter-Respondent. The DRC deemed that the two disciplinary proceedings notifications provided by the Respondent/Counter-Claimant (one of which is not dated), could not be considered as sufficient evidence of the alleged absences of the player, since it could not corroborate that the player had been made aware of said proceedings since both documents are not signed by the player.
19. Moreover, with regard to the disciplinary sanctions imposed on the player, the DRC found it important to highlight that fines cannot be used as a mean to set-off outstanding debts. In this regard, and since the Respondent/Counter-Claimant does not contest having outstanding toward the Claimant/Counter-Respondent, it found that said disciplinary sanctions should be left aside and disregarded.
20. In continuation, the members of the DRC took into account the argumentation of the Respondent/Counter-Claimant according to which the default notices of the Claimant/Counter-Respondent were not valid since those were in French, a language that the Respondent/Counter-Claimant does not understand, and that French is not even an official language of the contract.
21. In this respect, the DRC took note that the default notices were sent on 4, 8, 12 and 15 September 2019 by the Claimant/Counter-Respondent to the Respondent/Counter-Claimant. It acknowledged that said correspondence, termination letter included, were all in French, and that the player is a French player. The DRC also underlined that the default notices raised the issue that outstanding amounts not paid to the player, *i.e.* the first installment of the advance payment and the salary of August 2019, both payments due on 30 August 2019.
22. With this in mind, the Dispute Resolution Chamber was of the firm opinion that despite French not being an official language of the club and allegedly not understood by the



Respondent/Counter-Claimant, due to the nationality of the Claimant/Counter-Respondent, one could understand that he would be likely to use that language in his communication with the club. Moreover, the Respondent/Counter-Claimant was in breach as from 1 September 2019, as the two payments were due by no later than 30 August 2019, as such it should have been obvious for the Respondent/Counter-Claimant that the 4 letters sent to it by the Claimant/Counter-Respondent were default notices related to the delay in the payment of the two amounts.

23. On the other hand, the DRC took note of the argumentation of the Respondent/Counter-Claimant according to which it was always paying the Claimant/Counter-Respondent with delays and that the default notices came as a surprise since it considered that the Claimant/Counter-Respondent had accepted the possibility to be paid with delays. In this regard, the DRC wished to underline that payments should be done in due time, following the due dates provided by the contract. The DRC did not find the argumentation of the Respondent/Counter-Claimant convincing, as it deemed that the constant delays in the payment of the salaries and advance payments of the Claimant/Counter-Respondent were breaches of the contract which could not be used by the Respondent/Counter-Claimant to contest the termination of the player.
24. The DRC was therefore of the firm opinion that the Claimant/Counter-Respondent had duly notified the Respondent/Counter-Claimant on several occasions of its delays regarding the advance payment due on 30 August 2019 and the salary of August 2019.
25. On the amounts in itself. the DRC recalled that at the time of termination, the outstanding due to the Claimant/Counter-Respondent amounted to USD 149,960 for the advance payment and USD 29,170 for the salary of August 2019, taking into account that this is uncontested by the Respondent/Counter-Claimant. The Chamber was eager to highlight that that amount of the advance payment is a consequent amount since it represents 5 monthly salaries unpaid, so that in total the equivalent of 6 monthly salaries were outstanding.
26. Therefore, the members of the DRC highlighted that, at the moment the player terminated the contract, and taking into account the large amount that remained outstanding at the date of termination, representing for the advance payment 5 monthly salaries, plus the salary of August 2019 and the constant delay in the payments of the salaries, the Claimant/Counter-Respondent could have legitimately lost faith in the ability and will of the Respondent/Counter-Claimant to fulfill its contractual obligations in due course.
27. Consequently, and considering the circumstances of the case at hand and the situation of the player at the time of termination, the Chamber was of the opinion that the objective circumstances at the time did provide the player with just cause to terminate the employment contract.

28. In light of all of the aforementioned considerations, the DRC came to the conclusion that the player had terminated the contract on 20 September 2019, with just cause.
29. Having established that the Respondent/Counter-Claimant is to be held liable for the early termination of the employment contract, the Chamber focused its attention on the consequence of such termination. Taking into consideration art. 17 par. 1 of the Regulations, the Chamber decided that the Claimant/Counter-Respondent is entitled to receive from the Respondent/Counter-Respondent an amount of money as compensation for breach of contract in addition to any outstanding payments on the basis of the relevant employment contract.
30. First of all, the Chamber reverted to the Claimant/Counter-Respondent's claim, in which he claimed the outstanding amounts of USD 198,575, amounts which is not contested by the Respondent.
31. Consequently, taking into account that the contract was terminated on 20 September 2019, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent/Counter-Claimant is liable to pay the Claimant/Counter-Respondent the total amount of USD 198,576, corresponding to the advance payment of USD 146,960, the salary of August 2019 for an amount of USD 29,170 and part of the salary of September 2019 in the amount of USD 19,446.
32. In addition, taking into account the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the club must pay to the player interest of 5% *p.a.* on USD 176,130 as of 4 September 2019, *i.e.* the date of the default notice, and interest of 5% *p.a.* on USD 19,446 as of the due date, *i.e.* 1 October 2019, until the date of effective payment.
33. In continuation, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake. In doing so, the members of the Chamber firstly recapitulated that, in accordance with art. 17 par. 1 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
34. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that the contract did not contained such a provision.

35. As a consequence, the members of the Chamber determined that the amount of compensation payable by Respondent/Counter-Claimant to the Claimant/Counter-Respondent had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
36. Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract until 14 July 2020, taking into account that the player's remuneration up to 20 September 2019 is included in the calculation of the outstanding remuneration (cf. point II. 32 above). Consequently, the Chamber concluded that the amount of 422,254 (*i.e.* second installment of the advance payment, and part of the salary of September 2019 and salaries of October 2019 to June 2020) serve as basis for the determination of the amount of compensation for breach of contract.
37. In continuation, the Chamber verified as to whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been able to reduce his loss of income. According to the constant practice of the DRC, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.
38. In this context, the Chamber noted that the player had signed on 18 January 2020 an employment contract with Club Africain, valid as from 20 January 2020 until 30 June 2022, by means of which he was entitled to receive a monthly remuneration of DT 10,000 and a "*prime de rendement*" of DT 78,000 for the season 2019/2020 and a monthly remuneration of DT 20,000 and a "*prime de rendement*" of DT 78,000 for the season 2020/2021. The DRC noted the argumentation of the Claimant/Counter-Respondent according to whom the "*prime de rendement*" should not be taken into account, but was of the opinion that those amounts were not bonuses since the conditions provided in the contract regarding the payment of those were not specific enough in the sense that the contract does not provide a definitive scale of payment or that said scale was not provided alongside the contract, and therefore the DRC considered that it was a definitive payment to be included in the remuneration of the player. The DRC consequently noted that for the overlapping period, the Claimant/Counter-Respondent had been able to mitigate his damages in the amount of USD 45,440.
39. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of USD 376,814 as mitigated compensation to the player.

40. Moreover, taking into account art. 17 par.1 (ii), the DRC recalled that it had found the Claimant/Counter-Respondent had unilaterally terminated the contract due to overdue payables and took note that the player had been able to mitigate his damages. Consequently, the Chamber decided that on top of the mitigated compensation, the Respondent/Counter-Claimant had to pay to the Claimant/Counter-Respondent an additional compensation in the amount of USD 87,510 corresponding to the equivalent of 3 monthly salaries of the player. However, this amount added to the mitigated compensation being superior to the residual value of the contract, the DRC was eager to remind the parties that in account of art. 17 par.1 (ii), the overall compensation may never exceed the rest value of the prematurely terminated contract.
41. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the Respondent/Counter-Claimant must pay the amount of USD 422,254 to the Claimant/Counter-Respondent which was considered reasonable and proportionate as compensation for breach of contract in the case at hand.
42. In addition, taking into account the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the club must pay to the player interest of 5% *p.a.* on the total amount of compensation, *i.e.* USD 422,254 as of 14 October 2019 until the date of effective payment.
43. Furthermore, taking into account the consideration under number II./3. above, the DRC judge referred to par. 1 and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
44. In this regard, the DRC pointed out that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive registration periods.
45. Therefore, bearing in mind the above, the DRC decided that, in the event that the Respondent/Counter-Claimant does not pay the amounts due to the Claimant/Counter-Respondent within 45 days as from the moment in which the Claimant/Counter-Respondent, following the notification of the present decision, communicates the relevant bank details to the Respondent/Counter-Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent/Counter-Claimant in accordance with art. 24bis par. 2 and 4 of the Regulations.

46. Finally, the DRC recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.
47. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further request filed by the Claimant/Counter-Respondent is rejected. Equally and considering that the club was, overall, found to be in breach of contract, the counterclaim of the Respondent/Counter-Claimant is rejected.

### III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent, Abdelkader Oueslati, is partially accepted.
2. The counterclaim of the Respondent / Counter-Claimant, Al Fateh, is rejected.
3. The Respondent / Counter-Claimant, has to pay to the Claimant / Counter-Respondent, outstanding remuneration in the amount of USD 198,576 plus 5% interest *p.a.* until the date of effective payment as follows:
  - a. 5% interest as from 4 September 2019 on USD 149,960;
  - b. 5% interest as from 4 September 2019 on USD 29,170;
  - c. 5% interest as from 1 October 2019 on USD 19,446.
4. The Respondent / Counter-Claimant, has to pay to the Claimant / Counter-Respondent, compensation for breach of contract in the amount of USD 422,254 plus 5% interest *p.a.* on said amount as from 14 October 2019 until the date of effective payment.
5. Any further claim lodged by the Claimant/Counter-Respondent is rejected.
6. The Claimant/Counter-Respondent is directed to inform the Respondent/Counter-Claimant, immediately and directly, preferably to the e-mail address as indicated on the cover letter of the present decision, of the relevant bank account to which the Respondent must pay the amounts mentioned under points 3 and 4 above.
7. The Respondent/Counter-Claimant shall provide evidence of payment of the due amounts in accordance with points 3 and 4 above to FIFA to the e-mail address [psdfifa@fifa.org](mailto:psdfifa@fifa.org), duly translated, if need be, into one of the official FIFA languages (English, French, German, Spanish).
8. In the event that the amounts due plus interest in accordance with points 3 and 4 above are not paid by the Respondent/Counter-Claimant **within 45 days** as from the notification by the Claimant/Counter-Respondent of the relevant bank details to the Respondent/Counter-Claimant, the Respondent/Counter-Claimant shall be banned from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive

registration periods (cf. art. 24bis of the Regulations on the Status and Transfer of Players).

9. The ban mentioned in point 8 above will be lifted immediately and prior to its complete serving, once the due amounts are paid.
10. In the event that the aforementioned sum plus interest is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

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#### **Note related to the publication:**

The FIFA administration may publish decisions issued by the Players' Status Committee or the DRC. Where such decisions contain confidential information, 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. article 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber).

#### **Note relating to the appeal procedure:**

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. 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:

Court of Arbitration for Sport  
Avenue de Beaumont 2  
1012 Lausanne, Switzerland  
Tel: +41 21 613 50 00  
Fax: +41 21 613 50 01  
e-mail: [info@tas-cas.org](mailto:info@tas-cas.org) / [www.tas-cas.org](http://www.tas-cas.org)

For the Dispute Resolution Chamber:

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Emilio García Silvero  
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