FIFA

Decision of the
Single Judge of the Players' Status Committee

passed by way of circulars, on 1 July 2020,

regarding a contractual dispute concerning the player Jean Marvi GARCIA ALTAMAR

BY:

Roy Vermeer (The Netherlands), Single Judge of the PSC

CLAIMANT:

KAA GENT, Belgium

RESPONDENT:

CD ACADEMIA FC, Colombia

I. FACTS OF THE CASE

1. According to the player passport issued by the Colombian Football Federation (hereinafter: *FCF*), the Colombian player, Jean Marvi Garcia Altamar, born on 24 February 2020 (hereinafter: *the player*), was registered as follows:

Season	Club	Dates	Status	Type of registration
12th Birthday	Felinos Independiente	02-02-12 to 31-12-12	Amateur	Permanent
13th Birthday	Felinos Independiente	01-01-13 to 31-12-13	Amateur	Permanent
14th Birthday	Felinos Independiente	01-01-14 to 31-12-14	Amateur	Permanent
15th Birthday	Felinos Independiente	01-01-15 to 31-12-15	Amateur	Permanent
16th Birthday	Felinos Independiente	01-01-16 to 21-04-16	Amateur	Permanent
	CD Academia FC	22-04-16 to 31-12-16		
17th Birthday	CD Academia FC	01-01-17 to 31-12-17	Amateur	Permanent
18th Birthday	CD Academia FC	01-01-18 to 10-03-18	Amateur	Permanent
	Cordechin	13-03-18 to 20-06-18	Amateur	Permanent
	CD Academia FC	22-06-18 to 31-08-18	Amateur	Permanent

2. As shown in the aforementioned passport, the player was registered with the Colombian club, CD Academia FC (hereinafter: *the Respondent*), during the seasons of his 16th, 17th, and 18th birthdays. The Respondent is a club affiliated to the FCF since 26 January 2017 and was founded in an unspecified date in 2016. Its President, since its foundation, is Mr Alvaro Andres Gonzalez Bermudez (hereinafter: *Mr Bermudez*). The Respondent is headquartered in Manizales, Colombia.

3. On 21 June 2018, the Belgian club, KAA Gent (hereinafter: *the Claimant*) and the company Academia SAS (hereinafter: *ASAS*) signed an agreement regarding the definitive transfer of the player from the latter to the former (hereinafter: *transfer agreement*).

4. The Claimant is a football club affiliated to the *Union Royale Belge des Sociétés de Football Association* (hereinafter: *URBSFA*) and headquartered in the city of Gent, Belgium.

5. ASAS is a limited liability company incorporated on 11 July 2016 in the city of Manizales, Colombia. ASAS' ownership is as follows: Mr Querim Likaj (66%) (hereinafter: *Mr Likaj*); Mr Bermudez (33%), Mr Guy San Bartolome Sarrey (1%). As per ASAS' bylaws Mr Bermudez is its legal representative, and ASAS' main commercial activity is "*any licit activity in the field of sport*", and, in particular, the representation of professional and amateur athletes.

6. In accordance with clause 2.1 the transfer agreement, the Claimant undertook to pay to EUR 350,000 to ASAS for the transfer of the player. Such amount would be payable in two instalments, respectively due on 15 July 2018 and 15 July 2019.

7. Pursuant to clause 2.2 of the transfer agreement, any payment due by the Claimant would only be made after *"receipt of a valid invoice"*.

8. Lastly, clause 2.3 of the transfer agreement established the following:

   "The Transfer Compensation under art. 2.1 include the solidarity contribution (5%) as mentioned in the FIFA regulations on the Status and Transfer of Players ("FIFA RSTP"), as well as any training compensation due to [ASAS] or to any other club. [The Claimant] is responsible for distribution of the corresponding sums to the respective training clubs, in accordance with the FIFA RSTP. These sums will be therefore be deducted from the transfer fee."

9. On 1 July 2018, an invoice was sent to the Claimant for the payment of EUR 175,000 (hereinafter: *the first invoice*). Such document contained *inter alia* the following characteristics:

   a. It was drafted in a letterhead which read "*Academia SAS*" and indicated two addresses, one in Colombia, and another in Luxemburg;
   b. It referred to the transfer of the player;
   c. It referred, in its final part, as follows: "*I.D.V. MANAGEMENT S.A. / F.C. Academia*", with the same address in Luxemburg as indicated above.

10. On 23 July 2018, the Claimant made a payment of EUR 175,000 to the bank account found in the first invoice and in favour of *"IDV Management SA".*

11. According to the Transfer Matching System (TMS), on 27 August 2018, the Claimant entered a transfer instruction in order to engage the player. It nominated ASAS as the counter-instructing club.

12. On the following days, URBSFA, FCF and FIFA TMS Helpdesk exchanged several e-mails, according to which, *inter alia*, FCF informed that *"[ASAS] is not an affiliated club to the Colombian Football Federation. There is one amateur club affiliated to our association called Academia FC, but we are not aware if they are the same club*". Ultimately, at the request of FCF, and as accepted by URBSFA, such transfer instruction was cancelled.

13. On 31 August 2018, the Claimant entered a new transfer instruction in TMS in order to engage the player. It nominated the Respondent as the counter-instructing club. Such instruction was properly concluded and the player was registered with the Claimant on 15 November 2018. This was the first time the player was registered as a professional footballer.

14. On 31 October 2018, a second invoice was sent to the Claimant for the payment of EUR 87,500 (hereinafter: *the second invoice*). Such document contained *inter alia* the following characteristics:

   a. It was drafted in a letterhead which read "*Academia FC*". Such letterhead is almost identical to the one found in the first invoice;
   b. It indicated solely an address in Colombia, which is the same one found in the first invoice;
   c. It referred to the transfer of the player and to the "*2nd installment*";
   d. It referred, in its final part, to "*F.C. Academia*", with the same address in Colombia as indicated above;

e. It indicated a different bank account than the one found in the first invoice.

15. On 4 December 2018, the Claimant paid EUR 87,500 to the bank account found in the second invoice, in favour of "*Academia FC*".

16. On 1 January 2019, a third invoice was sent to the Claimant for the payment of EUR 87,500 (hereinafter: *the third invoice*). Such document contained *inter alia* the following characteristics:

    a. It was drafted in a letterhead which read *"Academia FC*". Such letterhead is the same one found in the second invoice;
    b. It indicated solely an address in Colombia, which is the same one found in the first invoice and the second invoice;
    c. It referred to the transfer of the player and to the "*last installment*".
    d. It made reference, in its final part, to "*F.C. Academia"*, with the same address in Colombia as indicated above;
    e. It indicated the same bank account as the second invoice.

17. On 26 February 2019, the Claimant paid EUR 87,500 to the bank account found in the third invoice, in favour of "*Academia FC"*.

18. On 25 November 2019, the Respondent filed a claim before FIFA against the Claimant for payment of training compensation in connection with the transfer of the player to the Respondent. Such case received the reference number 5178. The Claimant did not reply to such claim, and therefore tacitly agreed to the proposal made by the FIFA Administration pursuant to art. 13 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, according to which the Claimant was to pay to the Respondent EUR 182,712.33 plus interest as training compensation in connection with the registration of the player. Such proposal became final and binding on 4 February 2020.

19. On 25 November 2019, the Colombian club, Cordechin, filed a claim before FIFA against the Claimant for payment of training compensation in connection with the transfer of the player to the Respondent. Such case received the reference number 5180. The Claimant did not reply to such claim, and therefore tacitly agreed to the proposal made by the FIFA Administration pursuant to art. 13 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, according to which the Claimant was to pay to Cordechin EUR 22,191.78 plus interest as training compensation in connection with the registration of the player. Such proposal became final and binding on 4 February 2020.

20. On 10 February 2020, the Colombian club, Felinos Independiente, filed a claim before FIFA against the Claimant for payment of training compensation in connection with the transfer of the player to the Respondent. Such case received the reference number 5560. This time, the Claimant rejected the proposal of the FIFA Administration and filed a reply to the claim. Ultimately, a decision was rendered on case 5560 by the Single Judge of the sub-committee of the Dispute Resolution Chamber on 1 July 2020.

21. On 11 March 2020, the Claimant paid EUR 23,856.16 to Cordechin.

II. PROCEEDINGS BEFORE FIFA

22. On 23 March 2020, the Claimant filed the claim at hand against the Respondent. A brief summary of the parties' respective positions is detailed in continuation.

A. Position of the Claimant

23. In its claim, the Claimant referenced cases 5178, 5180 and 5560, and maintained that, in accordance with clause 2.3 of the transfer agreement, the Respondent waived its right to claim training compensation from the Claimant as well as agreed to pay training compensation in relation to claims from other clubs.

24. The Claimant highlighted that during the whole process that involved the transfer of the player, which dates back to 2015 when a representative of the Claimant visited the "Academy" in Manizales, there was never a distinction between ASAS and the Respondent. In his regard, the Claimant stressed that both Mr Likaj and Mr Bermudez always acted as the representatives of the "Academy", and observed that both are currently shareholders of ASAS.

25. Further, the Claimant brought forward the fact that Mr Likaj specifically asked that ASAS, and not the Respondent, be named as a party to the transfer agreement.

26. The Claimant additionally submitted that it was only when the TMS instruction was started that it became aware that there were two apparently distinct companies.

27. In this sense, the Claimant argued that the representatives of the Respondent/ASAS acted in blatant bad faith, as they never disclosed the existence of the two separated companies, and, moreover, given that Mr Bermudez is both President of the Respondent and legal representative of ASAS, he cannot ignore the fact that an agreement was reached with ASAS for the transfer of the player.

28. In this regard, the Claimant is of the position that Mr Bermudez never objected that ASAS was made a party to the transfer agreement, nor questioned the receipt of monies paid by the Claimant, and, lastly, that it is bad faith on his part to then file a new claim seeking the payment of training compensation again. In short, the Claimant pointed out that Mr Bermudez never questioned the authority of Mr Likaj, and that if the latter did not have powers to act on behalf of the Respondent/ASAS, that matter is of an *interna corporis* nature that cannot be held against the Claimant.

29. Lastly, the Claimant argued that it always acted in good faith, and that under the doctrine of *"ostensible/apparent authority"*, it should be deemed that the transfer agreement was executed with the Respondent. The Claimant further clarified that it filed the claim because it does not wish to pay the same amount twice.

30. The requests for relief of the Claimant were as follows:

“Therefore, in main order, KAA GENT asks the Players' Status and/or DRC to acknowledge that:

- The agreement of 21/6/2018 is binding towards Academia SAS as well as towards Academia FC. Both are to be seen as one entity since they presented themselves as one entity in legal transactions.
- The sums to which KAA GENT has committed itself in article 2.1 (i.e. 350.000 EUR) in the agreement of 21/6/2018 were meant to cover all claimed training- and/or solidarity compensations, including the compensation destined for Academia itself.
- Any obligation towards Academia FC - such as the obligation to pay 182.712,33 EUR (+ interests) in training compensation imposed in the binding proposal 1578 - must be considered as already paid. Should any amount have been paid up and above the 350.000 EUR, already paid, then these payments must be considered as a double payment and can be reclaimed
- Academia is the final debtor of any training compensation claimed by parties. It has received a sum of 350.000 EUR from KAA GENT as a compensation to cover all costs. Any obligation towards a third club must be secured by Academia.
- Academia is held to reimburse any training compensation (or solidarity contribution) that KAA GENT has already paid or would have to pay in the future (when correctly claimed) to a rightful third party. More in particular, KAA GENT asks to see FC Academia be forced to reimburse the 22.191,78 EUR (+ interests) paid to Cordechin following the binding proposal 1580 - should be reimbursed by FC Academia to KAA GENT, and is entitled to see reimbursed by FC Academia any amount of training compensation or solidarity contribution that it would have to pay to a third club (other than Cordechin);

In subsidiary order, even if the Players' Status and/ or DRC would not accept that the agreement of 21/6/2018 is binding towards Academia FC, then at least it is asked to acknowledge that Academia has received 170.040,68 EUR in a direct way as a result of the execution of the agreement of 21/6/2018 and to state that therefore KAA GENT can only be held to pay the remaing part/ saldo to FC Academia, i.e. 182.712,33 EUR - 170.040,68 EUR = 12.671,65 EUR (+ interests).

In case this procedure would be merged with the connected case TMS 5560, KAA GENT asks acknowledgement of the fact that Academia FC is the final debtor of the sum of 66.767,12 EUR (+ interests) - contained in the FIFA TMS proposal 5560- that is due to Felinos Independiente and asks to call Academia FC for intervention in this procedure to release the claim against KAA GENT. KAA GENT also wishes to make reservations about all future claims and/ or decisions regarding training compensation or solidarity contribution in relation to the transfer of Jean Marvi Garcia Altamar”.

B. Position of the Respondent

31. The Respondent rejected the Claimant’s claim in its entirety, both as to the admissibility and the substance.

32. As to the admissibility, the Respondent holds that the matter is *res iudicata*, as the proposals by FIFA regarding cases 5178 and 5180 are final and binding, and were both accepted by the Claimant.

33. Additionally, the Respondent held that FIFA is not competent to entertain the claim as ASAS is not part of "*organized soccer*", nor affiliated to FCF or FIFA. Furthermore, the Respondent submitted that the "*declaration of will*" (i.e. the transfer agreement) does not have effect on it as the Respondent and ASAS are different legal entities.

34. As to the substance, the Respondent reiterated that ASAS and the Respondent are different companies, each with its own corporate registry number, therefore with distinct legal personalities. It claimed it had no knowledge of the agreement between the Claimant and ASAS, and that it only became aware of it after e-mailing the Claimant to request payment of training compensation and receiving a copy of the relevant transfer agreement. The Respondent is adamant it never received any amounts from the Claimant, nor executed any contracts with the Claimant.

35. The Respondent further outlined that FCF confirmed that ASAS and the Respondent are different legal entities as per the e-mail sent to URBSFA on 28 August 2018. In this regard, the Respondent argued that because it is an amateur club, it does not have access to TMS and therefore did not participate in the TMS proceeding regarding the registration of the player, which was carried out solely by FCF.

36. The Respondent submitted the actions made by ASAS cannot be held against it, as they are separate companies.

37. The Respondent further argued that Mr Likaj is not the legal representative of the Respondent, and that he is not empowered to act on its behalf. As such, the Respondent deems that ASAS is not entitled to receive any amounts as it was the Respondent, and not ASAS, who trained and educated the player. Additionally, the Respondent submitted that Mr Likaj as apparently committing identity theft and fraud, but that it is incumbent on the Claimant to bear the responsibility for such actions. In short, the Respondent submitted that the Claimant signed a transfer agreement with an inexistent club.

38. The Respondent admits it filed a claim against the Respondent seeking the payment of training compensation for the player.

39. Lastly, the Respondent is of the position that the Claimant has breached art. 18ter of the FIFA Regulations on the Status and Transfer of Players.

40. The Respondent requested that the claim be deemed inadmissible, and that it is decided that the Respondent has not made any transfer agreement with the Claimant, nor it has received any sum of money from said club.

III. CONSIDERATIONS OF THE PLAYERS' STATUS COMMITTEE

A. Competence

41. First of all, the Single Judge of the Players' Status Committee (hereinafter: *the Single Judge*) analysed whether he was competent to deal with the present matter. In this respect, he took note that the present matter was submitted to FIFA on 23 March 2020. Taking into account the wording of art. 21 of the June 2020 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

42. Subsequently, the Single Judge referred to art. 3 of the Procedural Rules and noted that in accordance with art. 23 par. 1 and 3 in combination with art. 22 lit. f) of the June 2020 edition of the Regulations on the Status and Transfer of Players, he is in principle competent to deal with the matter at sake which concerns contractual dispute of an international dimension between a Belgian club and a Colombian club.

B. Admissibility

43. Notwithstanding the above, the Single Judge acknowledged that the Respondent contested the competence of FIFA, and did so on threefold.

44. Firstly, the Respondent argued that pursuant the matter is *res iudicata* in light of the fact that the proposals by FIFA regarding cases 5178 and 5180 are final and binding. Secondly, the Respondent held that FIFA is not competent to entertain the claim as ASAS is not part of organized football, nor affiliated to the FCF and/or FIFA. Thirdly, the Respondent submitted that the transfer agreement did not have effect on it as the Respondent and ASAS are different legal entities.

45. In this respect, the Single Judge observed that the centre of the dispute at hand is the fulfilment of the obligations outlined in the transfer agreement by the parties. Albeit being significantly related to the training compensation case filed by the Respondent against the Claimant, the *causa petendi* in each of the cases is different: while the case at hand pertains to the execution of the transfer agreement, as stated before, case reference number 5178 gives respect to the payment of amounts as established under art. 20 and Annexe 4 of the Regulations. Therefore, the Single Judge firmly concluded that it cannot be said that the matter is *res iudicata*.

46. For the sake of completeness, the Single Judge highlighted that case reference number 5180 does not have the same parties as the dispute at hand, and hence it, likewise, cannot be deemed as *res iudicata.*

47. In continuation, the Single Judge turned to the argument of the Respondent that ASAS is not a football club affiliated to FCF or to FIFA, and observed that the claim is in fact directed at the Respondent, which is undisputedly a football club affiliated to FCF. As such, and bearing in mind

that the fact that the Claimant is a football club duly affiliated to URBSFA, the Single Judge decided that the argumentation brought forward by the Respondent cannot be upheld.

48. Finally, the Single Judge emphasised that the last argument brought forward by the Respondent, i.e. as to the effects of the transfer agreement *vis-à-vis* the Respondent, pertains to the merits of the case, and will be therefore addressed in the pertinent section in continuation.

49. In light of the foregoing, the Single Judge concluded that he is competent to entertain the claim at hand and that the Claimant's claim is admissible.

C. Applicable legal framework

50. Having established his competence, the Single Judge analysed which edition of the Regulations on the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance to art. 26 par. 1 and 2 of the June 2020 edition of the Regulations on the Status and Transfer of Players and considering that the present claim was lodged with FIFA on 23 March 2020, the March 2020 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) is applicable to the present matter as to the substance.

D. Burden of proof

51. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 12 par. 3 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, he stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties.

52. In this respect, the Single Judge also recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA's judicial bodies may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in TMS.

E. Merits of the dispute

I. Main legal discussion and considerations

53. His competence and the applicable regulations having been established, and entering into the merits of the case, the Single Judge started by acknowledging the above-mentioned facts as well as the arguments and the documentation submitted by the parties. However, he emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

54. The Single Judge observed that, one hand, according to the Respondent, it is a different legal entity from ASAS. In this respect, the Single Judge noted that the Respondent argued that the effects of the transfer agreement cannot be placed on it. On the other hand, the Single Judge took note of the fact that the Claimant deems that the actions of ASAS shall be deemed those of the Respondent.

55. As such, the Single Judge determined that the first issued that must be addressed is the relationship between ASAS and the Respondent.

56. In this regard, the Single Judge observed, first of all, that it remained undisputed that both the Respondent was involved in the training and education of the player, and that it was the last club the player was registered with before joining the Claimant. In other words, it was clear to the Single Judge that the player was transferred from the Respondent to the Claimant.

57. Secondly, the Single Judge turned to the documentation on file and, after having thoroughly examined it, he concluded that there is strong, umbilical connection between the Respondent and ASAS. In his view, this is due not only because of ASAS and because of the Respondent's respective legal representatives, but also to the actions engaged by each entity in the course of the facts that led to the transfer of the player. In this respect, the Single Judge concurred with the argumentation brought forward by the Claimant since the latter had provided sufficient evidence in this respect.

58. In this regard, the Singe Judge deemed fundamental to outline that the same people are shareholders/directors of the Respondent and ASAS, including Mr Bermudez, who is also receiving the communications of the present proceeding as indicated by the Respondent's lawyer.

59. To this extent, the Single Judge stressed that clubs around the world adopt different corporate structures, and that while some degree of diligence is needed in the conclusion of transfers and other football-related deals, he concluded that it cannot be said that the Claimant fell short of such diligence. In particular, the Single Judge came to this conclusion giving due consideration to the fact that the Respondent/ASAS kept changing the entity responsible for receiving the transfer fee, as evidenced by the invoices on file as well as the transfer instruction for the player's registration within the scope of TMS.

60. Accordingly, the Single Judge was firm to conclude that the actions by ASAS in connection with the transfer of the player shall be deemed as those of the Respondent, since it is the latter (a) who had the registration of the player and transferred it to the Claimant and (b) filed the claim for training compensation against the Claimant. Consequently, the Single Judge decided that the obligations of the transfer agreement do give respect to the Respondent. The Single Judge, in this respected, decided to uphold the argumentation brought forward by the Claimant concerning the principle of ostensible/apparent authority.

61. Having established the above, the Single Judge turned then to the issue of the application of the transfer agreement as raised by the Claimant, and the opposite position of the parties, and in particular the matter of the payment of training compensation allegedly due to the Respondent by the Claimant in light of case no. 5178.

62. Accordingly, the Single Judge recalled the contents of clauses 2.1 and 2.3 of the transfer agreement, according to which the payment of training compensation due to the Respondent was included in the EUR 350,000 transfer fee payable by the Claimant. As such, the Single Judge was adamant that the Respondent engaged in a bad-faith posture and an abuse of right position by filing a claim against the Claimant for training compensation for the player, as it had already agreed to receive, and indeed was paid, such amounts by way of the transfer fee.

63. Consequently, in the Single Judge's opinion, by receiving EUR 350,000 the Respondent was paid the amount it was entitled to as training compensation for the first professional registration of the player with the Claimant, be that under the transfer agreement or the FIFA proposal in case 5178. In particular, the Single Judge ruled that such payment by the Claimant, which is undisputed in light of the foregoing considerations, confirms the Claimant complied with the proposal of FIFA in case TMS 5178.

64. Subsequently, the Single Judge examined the request by the Claimant to be reimbursed by the Respondent the amounts paid to both Cordechin and Felinos Independiente as training compensation.

65. In this respect, the Single Judge underlined that the contents of clause 2.3 of the transfer agreement are clear: while the Claimant was responsible to pay to the training clubs the due training compensation in accordance with the Regulations, it could deduct such amounts from the EUR 350,000 transfer fee. Having stated this, the Single Judge observed that contrarily to the arguments of the Claimant, such clause does not shift the responsibility to pay the training compensation from the Claimant to the Respondent. However, it also does not entitle the Respondent to retain amounts that are owed to third clubs in the concept of training compensation as these could have been deducted from the transfer fee.

66. In the Single Judge's opinion, the logic legal consequence that derives from clause 2.3 since no deduction took place is that the Respondent must reimburse the Claimant for payments made, for these amounts do not contractually belong to the Respondent. The Single Judge highlighted that allowing the Respondent to keep these monies would amount to unjust enrichment, something that he cannot uphold.

67. As such, and in line with the Jurisprudence of the Players' Status Committee and the principle of *pacta sund servanda*, the Claimant is entitled to receive a reimbursement of the amount overpaid to the Respondent, as clause 2.3 entitled the Claimant to deduct such amounts from the transfer fee. Given the fact that the Claimant has adequately provided proof that it paid EUR 23,856.16 to the Colombian club, Cordechin, the Single Judge ruled that the Claimant is entitled to receive EUR 23,856.16 as reimbursement from the Respondent.

68. By the same token, the Single Judge turned to the request by the Claimant to receive a reimbursement for the amounts paid as training compensation to Felinos Independiente, and concluded that such request is premature, since such payment is, at the time that this case is being decided upon by the Single Judge, *lis pendends* under case reference no. 5560. What is more, the

Single Judge observed that no payment has been made yet to Felinos Independiente, so the request of the Claimant is filed before its time.

69. In light of the foregoing considerations, the Singe Judge concluded that the claim of the Claimant shall be partially accepted and that the Respondent shall pay EUR 23,856.16 to the Respondent.

II. Consequences

70. Taking into account the consideration with respect to the applicable Regulations previously outlined, the Single 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.

71. In this regard, the Single Judge 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.

72. Therefore, bearing in mind the above, the Single Judge decided that, in the event that the Respondent does not pay the amounts due to the Claimant within 45 days as from the moment in which the Claimant, following the notification of the present decision, communicates the relevant bank details to the Respondent, 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 in accordance with art. 24bis par. 2 and 4 of the Regulations.

73. Finally, the Single Judge 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.

F. Costs

74. Lastly, the Single Judge referred to art. 25 par. 2 of the Regulations in combination with art. 18 par. 1 of the Procedural Rules, according to which in the proceedings before the Players' Status Committee and the Single Judge, costs in the maximum amount of CHF 25,000 are levied. The costs are to be borne in consideration of the parties' degree of success in the proceedings and are normally to be paid by the unsuccessful party.

75. In this respect, the Single Judge reiterated that the Claimant's claim is partially accepted and that the arguments raised by the Respondent were fully rejected. Therefore, the Single Judge decided that the Respondent shall bear the entirety of costs of the current proceedings in front of FIFA.

76. The Single Judge further observed the temporary amendments outlined in art. 18 par. 2 lit. ii) of the Procedural Rules, which entered in force in 10 June 2020, according to which the maximum

amount of procedural costs levied for any claim lodged prior to 10 June 2020, which was yet to be decided at the time of such temporary amendment, shall be equivalent to any advance of costs paid.

77. Accordingly, the Single Judge observed that the Claimant paid the amount of CHF 5,000 as advance of costs, and therefore decided that the maximum amount of costs of the proceedings corresponds to CHF 5,000.

78. Consequently, the Single Judge determined that the Respondent shall pay the amount of CHF 5,000 in order to cover the costs of the present proceedings.

79. Subsequently, the Single Judge reverted to art. 17 par. 5 in combination with art. 18 of the Procedural Rules, and observed that the advance of costs paid by a party shall be duly considered in the decision regarding costs. Therefore, given that the Respondent is responsible to pay the entirety of the procedural costs, the Single Judge decided that the amount paid by the Claimant as advance of costs shall be reimbursed to the latter by FIFA.

IV. DECISION OF THE PLAYERS' STATUS COMMITTEE

1. The claim of the Claimant, KAA GENT, is admissible.

2. The claim of the Claimant is partially accepted.

3. The Respondent, CD ACADEMIA FC, has to pay to the Claimant EUR 23,856.16.

4. The Claimant has discharged its obligation to pay to the Respondent the training compensation in connection with the registration of the player Jean Marvi Garcia Altamar with the Claimant and case ref. TMS 5178.

5. The claim of the Claimant for reimbursement of amounts payable to the club CD Felinos Independiente as training compensation in connection with the registration of the player Jean Marvi Garcia Altamar with the Claimant concerning case ref. TMS 5560 is premature.

6. Any further claim of the Claimant is rejected.

7. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.

8. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to **psdfifa@fifa.org**, duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).

9. In the event that the amount due, plus interest as established above is not paid by the Respondent **within 45 days,** as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:

   1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the Regulations on the Status and Transfer of Players).
   2. In the event that the payable amount as per in this decision 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 the FIFA Disciplinary Committee.

10. The final costs of the proceedings in the amount of CHF 5,000 are to be paid by the Respondent to FIFA (cf. note relating to the payment of the procedural costs below).

For the Players' Status Committee:

Emilio García Silvero
Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 58 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. article 20 of the Procedural Rules).

NOTE RELATING TO THE PAYMENT OF THE PROCEDURAL COSTS:

If applicable, payments to FIFA should be made by wire transfer in Swiss francs (CHF) to the following bank account:

366.677.01U (FIFA Players' Status) UBS Zurich,
SWIFT: UBSWCHZH80A, Clearing number 230, IBAN: CH 27 0023 0230 3666 7701U,
Please mention the applicable reference number

CONTACT INFORMATION:

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777