



# Decision of the Dispute Resolution Chamber

passed on 9 April 2020,

in the following composition:

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

on the claim presented by the player,

**Mohamed Fouzair**, Morocco  
represented by Mr Matthieu Barandas

*as Claimant*

against the club,

**Al Nassr**, Saudi Arabia

*as Respondent*

regarding an employment-related dispute between the parties

## I. Facts of the case

1. On 24 August 2017, the Moroccan player, Mohamed Fouzair (hereinafter: *the player* or *the Claimant*) and Saudi club, Al Nassr FC (hereinafter: *the club* or *the Respondent* or *Al Nassr*) signed an employment contract, valid from 15 August 2017 until 30 June 2020.
2. Pursuant to the contract, the player was entitled to the following remuneration:
  - For the season 2017/2018: an annual salary of USD 900,000 for the period as from 15 August 2017 until 30 June 2018 *"corresponding to a daily wage of USD 2,821"* and to a monthly salary of USD 84,630. As well as an advance payment of USD 300,000 *"against the player monthly wage when signing the contract"*. The monthly salary is due at the end of *"every subsequent month with a grace period of one month"*;
  - For the season 2018/2019: an annual salary of USD 1,000,000 for the period as from 1 July 2018 until 30 June 2019 *"corresponding to a daily wage of USD 2,739"* and to a monthly salary of USD 82,170. As well as an advance payment of USD 350,000 *"against the player monthly wage"* on 1 August 2018. The monthly salary is due at the end of *"every subsequent month with a grace period of one month"*;
  - For the season 2019/2020: an annual salary of USD 1,100,000 for the period as from 1 July 2019 until 30 June 2020 *"corresponding to a daily wage of USD 3,013"* and to a monthly salary of USD 90,390. As well as an advance payment of USD 440,000 *"against the player monthly wage on 1 August 2019"*. The monthly salary is due at the end of *"every subsequent month with a grace period of one month"*
3. On 10 September 2018, Al Nassr and the Moroccan club, Ittihad Riadhi de Tanger (hereinafter: *Tanger*), signed a loan agreement (hereinafter: *the loan agreement*) for the temporary transfer of the player from the former to the latter, as from 11 September 2018 until 30 June 2019.
4. In accordance with the loan agreement, *"during the term of this agreement, Al Nassr shall undertake the payment of the entire salary of the player"*.
5. According to the player, during the entire loan with Tanger, he was neither paid by Tanger nor by Al Nassr. The loan was prematurely terminated.
6. According to the information currently available on the Transfer Matching System (TMS), Al Nassr entered the instruction to transfer back the player from Tanger on 29 January 2019 and the player was re-registered with Al Nassr on 30 January 2019.

7. On 7 January 2019, the player was once again loaned, but this time to the Saudi club Ohod Football Club (hereinafter: Ohod) from 7 January 2019 to 6 June 2019 and the salaries would be paid by Ohod.
8. After the end of the loan with Ohod, the player returned to Al Nassr and was definitely transferred to the Saudi club, Al Read allegedly on 11 July 2019. The player claims that between the loan and the definitive transfer, no remuneration was paid.
9. On 15 October 2019, the player put the club in default requesting the salaries for the time frame between the loan and the definitive transfer, and gave 48 hours for the club to remedy its default. His default notice remained unanswered.
10. On 6 December 2019, the player lodged a claim against Al Nassr for outstanding remuneration, requesting the total amount of USD 389,536, plus 5% interest as from the date of the default notice, corresponding to:
  - USD 289,536 as outstanding remuneration corresponding to:
    - USD 216,666 as outstanding due during the loan period;
    - USD 72,870 as outstanding for the period from his return from loan until his definitive transfer, corresponding to:
      - USD 42,740 for 24 days during the 2018-2019 season;
      - USD 30,130 for 10 days during 2019/2020 season.
  - USD 90,000 as "*damages for abusive resistance*";
  - USD 10,000 for the "*cost incurred by the player in these proceedings*".
11. Despite being requested to provide its comments on the claim of the player, Al Nassr failed to provide its reply to the claim.

## II. Considerations of the Dispute Resolution Chamber

1. First, the Dispute Resolution Chamber (hereinafter also referred to as *the Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was submitted to FIFA on 6 December 2019. Consequently, the 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. article 21 of the *Procedural Rules*).
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the *Procedural Rules* and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (2020), the Dispute Resolution Chamber is competent to deal with the

matter at stake, which concerns an employment-related dispute with an international dimension between a Moroccan player and a Saudi club.

3. Furthermore, the Chamber 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, it confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2020) and considering that the present claim was lodged in front of FIFA on 6 December 2019, the June 2019 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.
4. The competence of the Chamber and the applicable regulations having been established, and entering into the substance of the matter, the Chamber started by acknowledging the above-mentioned facts as well as the documentation contained in the file. However, the Chamber emphasised 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.
5. In this respect, the Chamber first acknowledged that the Claimant and the Respondent signed an employment contract valid as from 15 August 2017 until 30 June 2020 with a total remuneration of USD 900,000 for the season 2017/2018, USD 1,000,000 for the season 2018/2019 and USD 1,100,000 for the season 2019/2020.
6. The DRC further acknowledged that the player was loaned to Tanger as from 11 September 2018 until 30 June 2019 and that in accordance with the loan agreement, his salary should be paid by the Respondent during the duration of the loan.
7. The Chamber noted that it is uncontested that the loan was prematurely terminated and that the player was re-registered with the Respondent on 30 January 2019 and that following this, the Claimant was loaned to Ohod as from 7 January 2019 until 6 June 2019. It is also uncontested that on 11 July 2019, the player was definitely transferred from the Respondent to Al Raed.
12. The Chamber then reviewed the claim of the Claimant who requested the total amount of USD 389,536, plus 5% interest as from the date of the default notice, corresponding to:
  - USD 289,536 as outstanding remuneration corresponding to:
    - USD 216,666 as outstanding due during the loan period;
    - USD 72,870 as outstanding for the period from his return from loan until his definitive transfer, corresponding to:
      - USD 42,740 for 24 days during the 2018-2019 season;

- USD 30,130 for 10 days during 2019/2020 season.

- USD 90,000 as "*damages for abusive resistance*";
  - USD 10,000 for the "*cost incurred by the player in these proceedings*";
14. The Chamber took note of the argumentation of the Claimant who held that during the loan to Tanger, his salaries should have been paid by the Respondent as per the loan agreement, and that upon his return from the loan to Ohod until his definitive transfer to Al Raed, the Respondent did not pay him any salary.
  15. The members of the DRC then observed that the Respondent, on its part, failed to present its response to the claim of the Claimant, despite being invited to do so. In this way, so the Chamber agreed, the Respondent renounced its right to defence and that the allegations of the Claimant remained undisputed.
  16. Moreover, and as a consequence of the aforementioned consideration, the Chamber established that in accordance with art. 9 par. 3 of the Procedural Rules it shall take a decision upon the basis of the documents already on file.
  17. Having said that, the Chamber noted that the Claimant requested outstanding amounts corresponding to the period of the loan with Tanger, as well as the salaries for the period between the end of the loan with Ohod until the definitive transfer to Al Raed.
  18. The Chamber noted that according to the loan agreement with Tanger, the salaries of the player during the loan period had to be paid by the Respondent.
  19. On account of the aforementioned consideration, the DRC established that the Respondent failed to pay the salaries of the player during the loan period with Tanger, *i.e.* as from 11 September 2018 until 7 January 2019 (date of validity of the subsequent loan to Ohod), as well as the salaries of the player as from 6 June 2019 until 11 July 2019.
  20. In this regard, the DRC deemed that during the loan period with Tanger approximately 4 months had remained outstanding for an amount of USD 216,666 and that for the timeframe between the end of the loan with Ohod and the definitive transfer of the Claimant to Al Raed, one month had remained unpaid for an amount of USD 54,1666, however limited his claim in the sense that he requested, for that timeframe USD 42,740.
  21. Therefore, on account of the aforementioned considerations, the DRC established that the Respondent had failed to pay to the Claimant the amounts due to him, for a total amount of USD 259,406. Consequently, the DRC concluded that, in accordance with the general legal principle of "*pacta sunt servanda*", the Respondent is liable to pay the Claimant the amount of USD 259,406.

22. 18. In continuation and with regard to the Claimant's request for interest, the DRC decided that the Claimant is entitled to receive interest at the rate of 5% p.a. as from 6 December 2019, *i.e.* the date of the claim, taking into account that it found it unclear to attach each concept to a specific salary.
23. Moreover, the Chamber rejected any claim for legal expenses and procedural compensation in accordance with art. 18 par. 4 of the Procedural Rules and the Chamber's respective longstanding jurisprudence in this regard.
24. Furthermore, taking into account the consideration under number II./3. above, the DRC 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.
25. 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.
26. Therefore, bearing in mind the above, the DRC 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.
27. 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.
28. The Dispute Resolution Chamber concluded its deliberations in the present matter establishing that any further claim lodged by the Claimant is reject.

\*\*\*\*\*

### III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Mohamed Fouzair, is partially accepted.
2. The Respondent, Al Nassr, has to pay to the Claimant the amount of USD 259,406 plus 5% interest *p.a.* as from 6 December 2019 as until the date of effective payment .
3. Any further claim of the Claimant is rejected.
4. The Claimant is directed to inform the Respondent, 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 amount mentioned under point 2 above.
5. The Respondent shall provide evidence of payment of the due amount plus interest in accordance with point 2 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).
6. In the event that the amount due plus interest in accordance with point 2 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 Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is not 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).
7. The ban mentioned in point 5 above will be lifted immediately and prior to its complete serving, once the due amount is paid.

8. 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.

\*\*\*\*\*

**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 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). 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:

---

Emilio Garcia Silvero  
Chief Legal & Compliance Officer