

Decision of the Dispute Resolution Chamber

passed on 21 July 2022

regarding an employment-related dispute concerning the player
Edson Felipe da Cruz

BY:

Frans de Weger (Netherlands), Chairman
Roy Vermeer (Netherlands), member
Alejandro Atilio Taraborelli (Argentina & Italy), member

CLAIMANT / COUNTER-RESPONDENT 1:

Edson Felipe da Cruz, Brazil
Represented by Diogo Souza Advogados

RESPONDENT / COUNTER-CLAIMANT:

Al Qadsiah FC, Saudi Arabia
Represented by Messrs Ali Abbes & Mohamed Rokban

COUNTER-RESPONDENT 2:

Atletico Clube Goianiense, Brazil

I. Facts of the case

1. On 10 October 2020, the Brazilian player Edson Felipe da Cruz (hereinafter the *Player*) and the Saudi club Al Qadsiah FC (hereinafter the *Al Qadsiah*) concluded employment agreement (hereinafter the *Employment Agreement*), valid as from 10 October 2020 until 9 July 2022.
2. In Clause 4 of the Employment Agreement, the Player and Al Qadsiah (jointly referred to as the *parties*) agreed upon, *inter alia*, a total remuneration amounting to USD 1,100,000:
 - USD 200,000 as a signing fee, payable on 15 October 2020;
 - USD 207,000 as a signing fee, payable on 15 October 2021;
 - USD 33,0000 as a monthly salary, payable for the period of 21 months.
3. Furthermore, the same clause established the following additional benefits:
 - Transportation and suitable accommodation for the Player;
 - Four air flight tickets (economy class) round trip between the Player's home country and Damman;
 - *"Sign insurance covering injury, medical treatment, sickness disability or death during the term of his contract, provided that it shall include insurance coverage for the cases whose effects extend after the end of the contract"*.
4. On 10 April 2021, the Player suffered a serious injury, resulting in a treatment and work stoppage for *"at least 6 (six) months"*.
5. On 12 April 2021, Al Qadsiah authorized the Player to travel to his home country to undergo a full treatment.
6. On 4 May 2021, the Player *"underwent a surgery to repair the ligament and meniscal of his left knee"* and, allegedly, started his physiotherapy shortly after.
7. Al Qadsiah was updated on the Player's health situation via a WhatsApp group.
8. On 18 and 20 August 2021, Al Qadsiah sent emails to the Player's agent in order to *"reassure about your health after the surgery conducted, is everything okay and how is the rehabilitation process after the injury, and we would like you to send the medical reports of the operation to see your medical condition by the club's doctors and to know the possibility of benefiting from your services during the present sport season"*.
9. Allegedly, on 6 September 2021, Al Qadsiah sent the following email to the Player:

From Al Qadisiya Club
to:
Professional Player / EDSON FLEIPE DA CRUZ

We would like to remind you that:

- since the injury, no medical report has been sent to the club, and we do not know whether the operation was performed or not.
- The club call your agent several times on the same subject, without any result.
- The club sent you an email last week requesting information about your health condition, especially that it needs to specify a list of foreign players and to know whether it can count on you at the beginning of the season or in the winter period.

No answer from you.

In light of the above the club gives you dead line at 12:00 pm GMT to send a medical report including

- * Surgical procedure documents
- * period of a total physical rehabilitation
- * The date of your return to training
- * The level of physical rehabilitation you have reached.

A notice was sent yesterday with a deadline of 24 hours.

In a final act of good faith the club hereby give you a last deadline until 7 September 12:00 PM GMT to respond to our request.

In the event that you do not respond, we inform you that Al Qadisiya Club will take the appropriate measures taken an account the actual critical period.

10. Allegedly, on 7 September 2021, the Al Qadsiah sent the following termination notice to the Player:

1. *"ON 10.10.2020 WE HAVE SIGNED AN EMPLOYMENT CONTRACT FOR 2 SEASONS ENDING AT THE END OF THE SEASON 09.07.2022.*
2. *ON 2021/04/10 YOU WERE SERIOUSLY INJURED WHICH REQUIRED SURGERY.*
3. *YOU HAVE REQUESTED THAT THE SURGERY WILL BE MADE ON YOUR COUNTRY AND THE CLUB DID NOT OBJECT ON CONDITION OF SENDING IT ALL THE DOCUMENTS AND MEDICAL REPORT TO FOLLOW YOUR PROGRESS AND PLAN YOUR RETURN TO COMPETITION.*
4. *STRANGELY SINCE THE INJURY, NO MEDICAL REPORT HAS BEEN SENT TO THE CLUB AND NO INFORMATION WAS AVAILABLE WHETHER THE SURGICAL OPERATION WAS PERFORMED OR NOT.*
5. *THE CLUB CALL YOUR AGENT SEVERAL TIMES ON THE SAME SUBJECT, WITHOUT ANY RESULT.*
6. *THE CLUB SENT YOU AN EMAIL LAST WEEK REQUESTING INFORMATION ABOUT YOUR HEALTH CONDITION, ESPECIALLY THAT IT NEEDS TO SPECIFY A LIST OF FOREIGN PLAYERS AND TO KNOW WHETHER IT CAN COUNT ON YOU AT THE BEGINNING OF THE SEASON OR IN THE WINTER PERIOD.*
7. *NO ANSWER FROM YOU.*
8. *DUE TO THE EMERGENCY AND THE IMMINENCE OF THE END OF REGISTRATION PERIOD (ON 9 SEPTEMBER 2021) AND THE START OF THE LEAGUE (7 SEPTEMBER 2021) WE SENT YOU A SECOND EMAIL ON 5 SEPTEMBER 2021 GIVEN YOU A DEADLINE OF 24 HOURS TO PRODUCE A MEDICAL REPORT INCLUDING*

- * *SURGICAL PROCEDURE DOCUMENTS*
- * *PERIOD OF A TOTAL PHYSICAL REHABILITATION*
- * *THE DATE OF YOUR RETURN TO TRAINING*
- * *THE LEVEL OF PHYSICAL REHABILITATION YOU HAVE REACHED.*

1. *NO ANSWER OR REACTION FROM YOUR SIDE.*
 2. *YOUR LACK OF INTEREST AND ABUSIVE BEHAVIOR HAS PUT THE CLUB IN SPORTING DIFFICULTIES WITH THE START OF THE CHAMPIONSHIP AND THE IMPOSSIBILITY OF REGISTERING THE NEW PLAYER BEFORE RELEASING YOUR PLACE.*
 3. *THAT SITUATION COULD NOT PERSIST AND WE HAVE SENT YOU A LAST ULTIMATUM UNTIL 7 SEPTEMBER 12:00 PM TO PRODUCE REQUESTED REPORT AND DOCUMENTS.*
 4. *AGAIN, NO RESPONSE AND NO REACTION.*
 5. *AL QADISIYA CLUB HAS NO OTHER OPTION THAN TO TERMINATE THE CONTRACT UNILATERALLY.*
 6. *CONSEQUENTLY, WE INFORM YOU THAT THE EMPLOYMENT CONTRACT CONCLUDED ON 2020/10/10 IS UNILATERALLY TERMINATED BY THE CLUB WITH IMMEDIATE EFFECT ACCORDING TO ARTICLE 14 RSTP AND THE CLUB RESERVES THE RIGHT TO FILE A CLAIM BEFORE DRC FIFA.*
 7. *WE REMAIN AT YOUR DISPOSAL TO DISCUSS A FINANCIAL ARRANGEMENT WHICH WOULD AVOID FOR BOTH PARTIES A LONG PROCEDURE BEFORE FIFA AND CAS."*
11. On 21 September 2021, the Player's agent replied to the email of 20 August 2021, informing Al Qadsiah that the Player's *"doctor and his physical therapists cleared the player to return for training with the club by November. So we would like to request Al Qadsiah to arrange the return of the player and his family (wife and 2 children) to Saudi Arabia in November sending him flight tickets to travel back to Saudi Arabia."*
 12. On 24 September 2021, Al Qadsiah made a payment of the Player's salary of August 2021.
 13. Allegedly, as from September 2021, Al Qadsiah stopped *"suddenly and unilaterally"* paying the Player's salary.
 14. On 26 October 2021, the Player's agent sent further email to Al Qadsiah, including the doctor's report, *"to reaffirm that the Player was allowed by the medical team to resume his activities with the Club in November as previously informed in the email dated 21 September 2021"*.
 15. Furthermore, the Player's agent requested the flight tickets to return to Saudi Arabia for November 2021 as well as the outstanding salaries amounting to USD 240,000, corresponding to the sign-on fee and the salary of September 2021, however, to no avail.
 16. On 20 November 2021, the Player sent a default notice to Al Qadsiah, requesting the flight tickets to return to Saudi Arabia for November 2021 as well as the outstanding salaries

amounting to USD 273,000, corresponding to the sign-on fee and the salaries of September – October 2021 within the next 15-days, however, to no avail.

17. In reply to the mentioned letter, Al Qadsiah argued that it has already *“terminated the contract with [the Player] prematurely for just cause by sending him a formal notification.”*
18. On 21 November 2021, the Player reacted to Al Qadsiah’s email: *“[...] I would like to inform you that my client does not acknowledge receipt of any formal notification from the club regarding an early termination of the employment contract with just cause, especially because he did not commit any faults.”*
19. On 23 November 2021, Al Qadsiah replied as follows:
“[...] We once again surprised by the content of your correspondence in which your client alleged not receiving any notification from the club. We draw your client’s attention that such behavior proves his bad faith and his lack of professionalism. For sake of clearness, we sent all correspondence on the elected email of the player inserted in his contract as well as to his agent Flavio who cannot ignore it. As an act of good faith, we herewith send you a copy of the email sent. [...]”.
20. On 1 December 2021, the Player sent a further notice to Al Qadsiah, requesting clarifications regarding the alleged correspondence of September 2021 and *“a clear position about the Contract and the maintenance of the employment relationship between the parties within 4 (four) days.”*
21. On 13 December 2021, the Player sent the final notice to Al Qadsiah, which read as follows:
“(...) regardless of the fact that you consider the Contract terminated since September 2021, which we disagree, deny and not accept - as of today we inform you that the Player considers the Contract terminated by just cause for overdue payables in accordance with Article 14bis of RSTP.
So, this notification is to inform you that from now onwards the Contract is terminated by the Player with just cause for outstanding salaries that the club owes to the Player that represents more than 05 (five) monthly salaries of the Player.”
22. On 21 January 2022, the Player and the Brazilian club, Atletico Clube Goianiense (hereinafter the *New Club*), signed a new employment agreement (hereinafter the *New Employment Agreement*), valid as from 4 January 2022 until 30 May 2023.
23. In accordance with the New Employment Agreement, the monthly remuneration of the Player amounted to BRL 30,000 (Brazilian Real).

II. Proceedings before FIFA

24. On 1 February 2022, the Player filed the claim at hand before FIFA. On 5 May 2022, Al Qadsiah lodged a counter-claim before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Player

25. In its claim, the Player requested the amount of USD 306.000 as overdue payables, an amount of USD 382.181,82 as compensation for breach of contract, *“plus interest of 5% p.m. on all amounts as of the due date of each payment”*.

26. Furthermore, the Player requested to *“condemn the Club to reimburse the Player’s costs with his knee surgery and recovery in the amount of BRL 48.300 (forty-eight thousand, three hundred Brazilian Reais) plus the interest of 5% p.m. as of the date the payment was made by the Player.”*

27. The Player based his claim on art. 14bis of the Regulations as he argued that he *“had just cause to terminate the Contract with just cause for outstanding payables on 13 December 2021, after having put the Club in default of payment in the First Notification Letter on 20 November 2021.”*

28. Based on the above, the Player further requested the residual value of the Employment Agreement based on art. 17 of the Regulations.

29. The Player provided for the following breakdown:

Overdue Payables the Club has towards the Player		Compensation for breach of Contract with just cause	
September 2021 (A)	Amount USD 33.000,00	Monthly salary of USD 33.000 from December 2021 to July 2022 (E)	Amount USD 264.000,00
Signing Fee due on 15 October 2021 (B)	Amount USD 207.000,00	Mitigation value with the Player’s salaries in the new contract from January to July 2022 (F)	Amount (USD 38.961,03)
October 2021 (C)	Amount USD 33.000,00	Additional Compensation of 3 monthly salaries	Amount USD 157.142,85
		considering the total monthly salary of the Player throughout the Contract in the amount of USD 52.380,95 (G)	
November 2021(D)	Amount USD 33.000,00		
Total amount overdue (X):		Total amount of compensation (Y):	
USD 306.000,00 (A+B+C+D)		USD 382.181,82 (E-F+G)	
TOTAL amount claimed that the Club has to pay to the Player as overdue and compensation:			
USD 688.181,82 (X+Y)			

30. As to the Player's request for the medical cost, the Player pointed to the Respondent's obligation to *"Sign insurance covering injury, medical treatment, sickness disability or death during the term of his contract, provided that it shall include insurance coverage for the cases whose effects extend after the end of the contract."*
31. In view of the above, the Player requested the reimbursement of the medical costs.
32. Finally, the Player rejected the allegations of the Respondent that the Employment Agreement has been already terminated in September 2021.
33. In this regard, the Player noted that he *"had never received anything from the Club in this regard before but also because the Claimant did not breach any of his obligations outlined under the Contract. The Club desperately created this allegation – without any evidence whatsoever – to avoid fulfilling with the Contract and continue to pay the Player's salaries while he was still recovering from a complicated knee injury got during a match of the Respondent."*

b. Position of Al Qadsiah

34. Al Qadsiah rejected the claim of the Player and submitted a counterclaim in the matter at hand, *"to decide that the termination of contract by the club was made for just cause and thus to order the claimant to pay to the club a compensation for breach of contract equal to 537,000 USD."*
35. Al Qadsiah argued that it terminated the Employment Agreement with just cause on 7 September 2021, as the Player failed to reply to its correspondence of 20 August 2021 regarding the Player's return to the club.
36. Al Qadsiah continued that *"until the date of the termination of the contract the club has respected all his financial obligations and the player has received all his salaries until the end of August 2021"* and that the Claimant is now, 5 months later, *"pretending to ignore the previous emails from the club and the notification of termination."*
37. With regard to the emails sent to the Player, Al Qadsiah argued that it used the same email address as provided in the Employment Agreement.
38. Al Qadsiah was of the opinion that the Player's claim is in bad faith as *"the player has neglected all the notices sent by the club on 18 August, 20 August, 05 September, 6 September 2021 and has reacted only after the termination of the contract in the sole purpose to obtain a groundless compensation."*
39. Al Qadsiah argued that it lost contact with the Player as from 28 June 2021 and that it *"has waited until the last day to determine the quota of foreign players which increased by the retrogradation from 7 players to 4 players only."*

40. In view of the above, Al Qadsiah asserted: *“Faced to the continual failure of the player to send his medical report and to inform the club of the date of his return to training session the club lost all his trust on the player and on the possibility to continue the contractual relationship and thus the respondent had no other option than to terminate the contract for just cause.”*
41. Due to the termination made for just cause, Al Qadsiah submitted a counterclaim with the request for compensation equal to the residual value of the contract equal to USD 537,000.

c. Position of the Player

42. In his reply to the counterclaim, the Player provided for the following request for relief:
- “(…) B) Dismiss all claims of Club in his Answer & Counterclaim;
C) To accept the claim lodged by the Player against the Respondent;
D) To order the Club to pay to the Player an amount of **USD 306.000** (three hundred six thousand dollars) **as overdue payables**, plus an amount of **USD 382.181,82** (three hundred eighty-two thousand, one hundred and eighty-one dollars and eighty-two cents) **as compensation for breach of contract** – calculation already including the Mitigated and Additional Compensation -, plus interest of 5% p.m. on all amounts as of the due date of each payment;
E) **To condemn the Club to reimburse the Player’s costs with his knee surgery and recovery in the amount of BRL 48.300** (forty-eight thousand, three hundred Brazilian Reais) plus the interest of 5% p.m. as of the date the payment was made by the Player; (…)”*
43. The Player stressed that in the counterclaim *“important facts of the case were omitted”*.
44. In this respect, the Player vehemently denied Al Qadsiah’s allegation that it *“had been without contact with the Player “since 28 June 2021” until 07 September 2021”*.
45. In support of his allegations, the Player provided WhatsApp messages of July – October 2021 with Mr Fares (i.e. Respondent’s General Manager) and Instagram messages of September – October 2021 with the President of Al Qadsiah.
46. Furthermore, the Player reiterated that he never received the correspondence in question (i.e. emails of 5, 6 and 7 September 2021) *“because the Player’s email is misspelled”* and, furthermore, that the *said emails are forged*.
47. In this respect, the Player alleging that ***“THE CLUB WAS CLEARLY SENDING EMAILS TO A NONEXISTENT EMAIL OF THE PLAYER – WHICH THE CLUB KNEW THAT - ACTING IN BAD FAITH AGAINST THE PLAYER JUST TO “CREATE” A SCENARIO TO GIVE HIM A POSSIBLE REASON TO HAVE JUST CAUSE TO TERMINATE THE CONTRACT.”***

48. The Player then argued that *“despite of the lies of the Club – the Player have not received these emails -, **EVEN IN CASE THESE EMAILS COULD BE REAL – WHICH WE DENY -, IN ANY CASE THE CLUB COULD NOT HAVE HAD JUST CAUSE TO TERMINATE THE CONTRACT. ANYWAY, THE CLUB COULD NOT OR HAD NOT JUST CAUSE TO TERMINATE THE CONTRACT.**”*
49. In this respect, the Player added that he *“NEVER COMMITTED ANY BREACH OF CONTRACT, **SPECIALLY A SEVERE ONE THAT COULD POSSIBLY LEAD CLUB TO INSTANTLY TERMINATE THE CONTRACT.**”*
50. Furthermore, the Player was of the opinion that *“the Club could have taken more lenient measures to put the Player in a position to prove his intention to honor the Contract.”*
51. Regarding his own circumstances, the Player asserted that he had no reason to terminate the contract, taking into account that he *“was not yet fit and able to train and play for the Club”* and that he *“HAS ALWAYS DEMONSTRATED HIS WILL TO RETURN TO THE CLUB TO FULFIL HIS EMPLOYMENT-CONTRACT BY DIRECTLY SENDING SEVERAL MESSAGES TO THE CLUB’S GENERAL MANAGER AND PRESIDENT AND ALSO THROUGH HIS AGENT AND LAWYER BY SENDING EMAILS TO THE CLUB REQUESTING HIS FLIGHT, TICKETS TO RETURN TO THE CLUB.”*

a. Position of the New Club

52. The FIFA general secretariat requested the position of the New Club, Atletico Clube Goianiense, to the counterclaim filed by Al Qadsiah.
53. In this respect, the New Club rejected the counterclaim as well as that it *“induced or participated in the end of relationship between these parties.”*
54. The New Club argued that it engaged the Player as a free agent, after duly checking that the Player terminated his Employment Agreement with just cause.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

55. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *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 presented to FIFA on 1 February 2022 and submitted for decision on 21 July 2022. Taking into account the wording of art. 34 of the June 2022 edition of the Procedural Rules Governing the Football Tribunal (hereinafter *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

56. Subsequently, the members of the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (July 2022 edition), 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 Brazilian player and a Saudi club.
57. Subsequently, the Chamber analysed which regulations 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 (July 2022 edition), and considering that the present claim was lodged on 1 February 2022, the March 2022 edition of said regulations (hereinafter *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

58. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 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, the Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Merits of the dispute

59. Its competence and the applicable regulations having been established, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on 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.

i. Main legal discussion and considerations

60. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute the justification for the termination of the Employment Agreement.
61. In this respect, the Chamber took note that the Player argued that he had just cause to terminate the Employment Agreement on 13 December 2021 based on the substantial outstanding amounts, whereas Al Qadsiah asserted that it terminated the Employment Agreement with just cause prior to that, i.e. on 7 September 2021.

62. In support of its argumentation, Al Qadsiah asserted that:
- *“the player has neglected all the notices sent by the club on 18 August, 20 August, 05 September, 6 September 2021 and has reacted only after the termination of the contract in the sole purpose to obtain a groundless compensation.”*
 - Al Qadsiah lost contact with the Player as from 28 June 2021 and that it *“has waited until the last day to determine the quota of foreign players which increased by the retrogradation from 7 players to 4 players only.”*
 - *“continual failure of the player to send his medical report and to inform the club of the date of his return to training session the club lost all his trust on the player and on the possibility to continue the contractual relationship and thus the respondent had no other option than to terminate the contract for just cause.”*
63. In view of the above, the Chamber first concluded that the termination of the Employment Contract occurred on 7 September 2021 by Al Qadsiah and that its task was to determine, based on the evidence presented by the parties, whether Al Qadsiah had a valid justification to do so.
64. In this context, the Chamber recalled its long-standing jurisprudence, according to which only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect the continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to assure the employee’s fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only be an *ultima ratio*.
65. In light of the overall circumstance described in the facts above, as well as taking into account the evidence on file, the DRC deliberated that the Al Qadsiah’s termination of the employment relationship on 7 September 2021 was disproportionate and hasty, as Al Qadsiah did not leave enough time to the Player to redeem himself after he accepted responsibility for any wrongdoing and expressed his willingness to continue the employment relationship.
66. Indeed, the DRC highlighted that Al Qadsiah could have taken more lenient measures in order to put the Player in a position to prove his intention to honour his contractual obligations towards Al Qadsiah.
67. In view of the above, the Chamber concluded that Al Qadsiah terminated the Employment Agreement without just cause, and, consequently, has to be held liable for the early termination thereof.

68. Furthermore, the Chamber also recalled that the Player requested the amount of BRL 48,300, corresponding to the medical expenses incurred in Brazil.
69. The Chamber equally recalled that Clause 4 of the Employment Agreement provided for insurance coverage and, consequently, decided that the requested amount shall be granted to the Player.

ii. Consequences

70. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by Al Qadsiah.
71. Having established that there were no outstanding amounts at the date of termination, the Chamber turned to the calculation of the amount of compensation payable to the Player by the club in the case at stake. In doing so, 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.
72. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment 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 no such compensation clause was included in the employment contract at the basis of the matter at stake.
73. As a consequence, the members of the Chamber determined that the amount of compensation payable by Al Qadsiah to the Player 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.
74. 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 from the date of its unilateral termination until its end date. Consequently, the Chamber concluded that the amount of USD 570,000 (i.e. the sign-on fee of USD 207,000 and eleven monthly salaries in the total amount of USD 363,000) serves as the basis for the determination of the amount of compensation for breach of contract.

75. 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 enabled to reduce his loss of income. According to the constant practice of the DRC as well as art. 17 par. 1 lit. ii) of the Regulations, 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.
76. Indeed, the player found employment with the New Club. In accordance with the pertinent employment contract, the player was entitled to approximately BRL 30,000 per month. Therefore, the Chamber concluded that the Player mitigated his damages for the overlapping period of six months in the total amount of BRL 180,000, that is, USD 32,300.
77. 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 537,700 to the Player (i.e. USD 570,000 minus USD 32,300), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
78. Taking into consideration the Player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of 1 February 2021 until the date of effective payment.
79. Lastly, the Chamber observed that the outstanding amount of BRL 48,300, corresponding to the medical expenses at the time of termination, was equally requested by the Player.
80. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent is liable to pay to the Claimant the reimbursement of such amount, i.e. BRL 48,300.

iii. Compliance with monetary decisions

81. Finally, taking into account the applicable Regulations, the Chamber referred to art. 24 par. 1 and 2 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.
82. In this regard, the DRC highlighted 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. The overall

maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.

83. Therefore, bearing in mind the above, the DRC decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the 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 immediately effective on the Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
84. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
85. 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. 24 par. 8 of the Regulations.

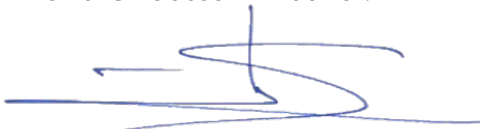
d. Costs

86. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
87. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
88. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant/Counter-Respondent 1, Edson Felipe da Cruz, is partially accepted.
2. The Respondent /Counter-Claimant, Al Qadsiah FC, has to pay to the Claimant, the following amount(s):
 - USD 537,700 as compensation for breach of contract without just cause plus 5% interest p.a. as from 1 February 2022 until the date of effective payment;
 - BRL 48,300 as outstanding amount.
3. Any further claims of the Claimant/Counter-Respondent 1 are rejected.
4. The counterclaim of the Respondent/Counter-Claimant is rejected.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
6. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
 2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
7. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
8. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 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 17 of the Procedural Rules).

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