

# Decision of the Dispute Resolution Chamber

passed on 31 July 2023

regarding an employment-related dispute concerning  
the player Jordi Alaez Peña

**BY:**

**Frans de Weger (the Netherlands),** Chairperson

**CLAIMANT:**

**Jordi Alaez Peña, Andorra**  
Represented by Joan Miró Ariza

**RESPONDENT:**

**PAE GS Diagoras 1905, Greece**

## I. Facts of the case

1. On 30 August 2020, the Andorran player, Jordi Alaez Peña (hereinafter: *the Claimant*) and the Greek club, PAE GS Diagoras 1905 (hereinafter: *the Respondent*) concluded a private agreement (hereinafter: *the agreement*) valid for the 2020/2021 and 2021/2022 seasons.
2. Clause 7 of the agreement reads as follows:

*"The amount that the footballer Alaez Pena Jordi is entitled to, for participating in football matches with his country's National Team will be distributed by percentage as follows: 70% for the DIAGORAS F.C. and 30% for the footballer".*

3. On 26 September 2020, the Claimant and Respondent concluded an employment contract valid from 28 September 2020 until 30 June 2022.
4. By correspondence dated 7 February 2023, the Claimant put the Respondent in default of payment of EUR 4,390.80 corresponding to the unpaid amounts in line with clause 7 of the agreement; setting a 15-day time limit in order to remedy the default.
5. On 23 June 2023, the Claimant lodged a claim against the Respondent in front of FIFA (FPSD-10654).
6. On 28 June 2023, the claim was administratively closed by FIFA, considering that it was prescribed in accordance with art 23 par. 3 of the Regulation on the Status and Transfer of Players (RSTP).
7. On 30 June 2022, the Claimant lodged a second time the same claim (FPSD-10732). FIFA closed the case as the Claimant did not complete his claim within the provided deadline.

## II. Proceedings before FIFA

8. On 19 July 2023, the Claimant lodged a third claim against the Respondent in front of FIFA asking that the Respondent be ordered to pay to him overdue payables in the amount of EUR 4,390.80 in line with clause 7 of the agreement.
9. In accordance with the Claimant, he is entitled to 30% of the UEFA payment to the Respondent for the following matches:
  - Match disputed against Malta on 10 October 2020;
  - Match disputed against Faroe Islands on 13 October 2020;
  - Match disputed against Malta on 14 November 2020;
  - Match disputed against Latvia on 17 November 2020.

10. As to the prescription, the Claimant stated that the payments performed by UEFA were provided months later, therefore, the claim is provided within the 2 years from the origin of the claim.

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

11. First of all, the Chairperson of the Dispute Resolution Chamber (hereinafter: *the Chairperson*) analysed whether he was competent to deal with the case at hand.
12. In this respect, he took note that the present matter was presented to FIFA on 19 July 2023 and submitted for a preliminary decision on 31 July 2023. Taking into account the wording of art. 34 of the March 2023 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.
13. In continuation, the Chairperson 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 Chairperson stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).
14. The Chairperson confirmed that, in accordance with art. 19 par. 1 and 2 of the Procedural Rules, he is competent to decide, in an expedited manner, whether the case at stake is affected by any preliminary procedural matter (*i.e.* if the Football Tribunal obviously does not have jurisdiction or if the claim is obviously time-barred). Likewise, the Chairperson highlighted that, in case the claim is not affected by any preliminary procedural matters, the FIFA general secretariat would be ordered to continue the procedure (*cf.* art. 19 par. 3 of the Procedural Rules).
15. Subsequently, the Chairperson 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 par. 1 lit. b) of the RSTP (May 2023 edition), the Dispute Resolution Chamber is in principle competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Andorra and a club from Greece.
16. The foregoing having been established; the Chairperson noted that an issue regarding the admissibility of the present claim was identified by FIFA *ex officio*. In particular, the Chairperson noted that the present claim appears to be affected by the statute of limitations of 2 years, as stipulated in art. 23 par. 3 of the RSTP.

17. In this respect, the Chairperson reminded the parties of the wording of art. 23 par. 3 of the RSTP, which clearly stipulates that *"The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case"*.
18. Bearing in mind the foregoing, the Chairperson noted that the present claim was lodged in front of FIFA on 19 July 2023. Therefore, in line with art. 23 par. 3 of the RSTP, any amounts fallen due before 19 July 2021 are affected by the statute of limitations.
19. The Chairperson noted that, in the present case, the Claimant requested the payment of bonuses for 4 matches played in October and November 2020 in the amount of EUR 4,390.80. The Chairperson further noted that there is no evidence that the payments by UEFA occurred after the dates of the matches as provided by the Claimant (on 10 October 2020, on 13 October 2020, on 14 November 2020 and 17 November 2020), thus, the Chairperson concluded that the date to be considered as triggering to the dispute are the dates of the alleged matches, or at the latest that last day of the relevant month since no due dates were indicated in the agreement signed between the player and the club.
20. Consequently, the Chairperson concluded that the Claimant's request is entirely time-barred, on the basis of art. 23 par. 3 of the RSTP, and therefore inadmissible.

**b. Costs**

21. The Chairperson 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 Chairperson decided that no procedural costs were to be imposed on the Claimant.

#### **IV. Decision of the Dispute Resolution Chamber**

1. The claim of the Claimant, Jordi Alaez Peña, is inadmissible.
2. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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**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).

**CONTACT INFORMATION**

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