

Decision of the Dispute Resolution Chamber

passed on 2 August 2023

regarding an employment-related dispute concerning
the player Yanis Hamache

BY:

Clifford HENDEL (USA & France), Deputy Chairperson

André DOS SANTOS MEGALE (Brazil), member

Stefano SARTORI (Italy), member

CLAIMANT:

Player Yanis Hamache, France & Algeria

Represented by Mr Romain Bizzini

RESPONDENT:

SC Dnipro-1, Ukraine

Represented by SILA (Mr Georgi Gradev & Mr Marton Kiss)

I. Facts of the case

1. On 30 August 2022, the French and Algerian player Yanis Hamache (hereinafter: *the player, the Claimant or Claimant / Counter-Respondent*) and the Ukrainian club, SC Dnipro-1 (hereinafter: *the club, the Respondent or the Respondent / Counter-Claimant*) concluded an employment contract valid as from the date of signature until 30 June 2026.

2. Following art. 5 par 2 of the contract, the player was entitled to a salary of UAH 120,000 net.

3. The contract further established the following:
*"5.4. The Club, with the consent of the coaching staff, for the achievement of successful (victorious) results may reward the Professional Football Player, pay him bonuses.
 The amounts of bonuses is determined on a case-by-case basis, based on the performance of the Professional Football Player and the financial status of the Club."*

4. On the same date, the parties concluded an additional agreement stipulating, *inter alia*, the following extra payments:

Remuneration (EURO NET per month)	Period
25,000	30th August 2022 - 30th June 2023
30,000	1st July 2023 - 30th June 2024
35,000	1st July 2024 - 30th June 2025
40,000	1st July 2025 - 30th June 2026

5. Art. 3 of the additional agreement stipulated the following:
"The Parties have additionally agreed the payment of incentive season bonuses to the Player for the participation of the latter in the official matches of the Club as a part of the main team, namely:
 2.1. *Bonus for the season 2022/2023 in the amount 100 000,00 (one hundred thousand) EURO NET that should be paid on or before 30.09.2022;*
 2.2. *Bonus for the season 2023/2024 in the amount 100 000,00 (one hundred thousand) EURO NET that should be paid on or before 30.07.2023;*
 2.3. *Bonus for the season 2024/2025 in the amount 100 000,00 (one hundred thousand) EURO NET that should be paid on or before 30.07.2024."*

6. Clause 6.2 of the additional agreement stipulated the following:
"The Club may apply to the Professional Football Player disciplinary measures and financial penalties (penalty) for violations by the latter the Rules of football, the terms of this Contract and for other sportive and disciplinary violations in accordance with the "Regulation on bonuses, depreciation and penalties", which is an integral part of this Contract (Annex No. 2 to the Contract).

7. Under art. 3 of the additional agreement, the player was entitled to 8 (eight) round-trip air tickets Slovakia-France during the year.

8. According to a document provided by the player, on 22 September 2022, the CEO of the Club, informed him via WhatsApp that *"bonuses will be paid in the end of the half season, we will calculate all winning matches and then pay you the money"*.

9. On 27 January 2023, the player, via his lawyer, sent a default notice indicating that he has not received his last three salary, for November 2022, December 2022, and January 2023, with a total sum of EUR 75,000 net. The default notice referred to art. 14bis of the Regulations on the Status and Transfer of Players and granted 15 days to remedy the default.
10. On 31 January 2023, the club sent a letter to the player, acknowledging the notice but disputing the calculation of outstanding salaries, stating that some payments have already been made. The club explained that due to banking restrictions resulting from the martial law regime in Ukraine, they are unable to make payments to foreign accounts. The club offered three options for payment, including paying the due sum to the player's Ukrainian account or assisting him in opening a local EUR account. The club request a written confirmation of the chosen option by 6 February 2023.
11. On 31 January 2023, the player requested to be paid as follows:
 - On the French bank account: EUR 7,000 (November 2022), EUR 22,000 (December 2022) and EUR 22,000 (January 2023), i.e. EUR 51,000;
 - On the Ukrainian bank account: EUR 3,000 (January 2023).
12. On 2 February 2023, the club sent a new letter to the club, indicating that payments to foreign accounts cannot be made due to restrictions imposed by the National Bank of Ukraine. The club emphasizes its interest in retaining the services of the player and requested written confirmation to extend the deadline for payment until 25 February 2023. If no confirmation is received, the club stated that they it will promptly pay the outstanding salaries to the player's Ukrainian account and assist him in opening a Euro account at a later date.
13. On the same date of 2 February 2023, the player requested to be paid in cash on 8 February 2023.
14. On 3 February 2023, the club sent another letter, acknowledging a debt of EUR 44,000, which is EUR 6,000 less than two monthly salaries. The club explained that intended to pay in cash upon their return to Kosice, proposing February 24 or 25, 2023. The club requested a written confirmation to extend the payment deadline to 25 February 2023, and assured assistance in opening a Euro account.
15. On 8 February 2023 the player, via his lawyer, sent a letter, accepting to open a bank account in Kosice (Slovakia), on 25 February 2023.
16. On 8 February 2023, the club sent another notice to the player, indicating that it has no authority to assist players in opening bank accounts abroad and that, in any case, due to the National Bank restrictions, a transfer in EUR would be impossible in terms of the martial law regime which is still in force in Ukraine.
17. In said letter, the club acknowledged the following debt:
 - November 2022: EUR 7,000
 - December 2022: EUR 22,000
 - Total: EUR 29,000.
18. On 8 February 2023, the player accepted to be paid in cash on 25 February 2023, noting that, in

addition to the debt as acknowledged by the club, the salary of January 2023 also fell due. Hence, the player acknowledged a debt of EUR 51,000.

19. According to documentation provided by the player, on 30 March 2023, the player signed the following statement:
"I, Yanis HAMACHE, confirm that at my own request SC Dnipro-1 on its own costs had bought for me and two other persons (...) the avia-tickets on the rout Marseille-Addis Ababa-Kilimanjo-Zanzibar-Addis-Ababa_marseille (total price (...) € 3 000,00".
20. On 4 April 2023, the player sent a default notice, indicating that he was not paid his monthly salaries for February (EUR 22,000) and March 2023 (EUR 25,000), and granted 15 days to remedy the default.
21. On 4 April 2023, the club initiated disciplinary proceedings against the player for absences on 31 March 2023, 1 April 2023 and 2 April 2023.
22. On, the player stated his refusal to participate in a game due to safety concerns related to the city's situation
23. On 13 April 2023, the club imposed a 25% reduction in financial payments for March and April due to the Claimant's absences.
24. On 19 April 2023, the club asked the player to return to its premises in Uzhhorod and *"come back to the contractual boundaries"*.
25. On 20 April 2023, the player (via his lawyer) sent a termination notice indicating, *inter alia*, that the club still has outstanding salaries towards him in the amount of EUR 9,000, insofar it only paid the equivalent of EUR 35,000 in UAH. The player underlined that the contract stipulated payment in EUR.
26. In his notice, the player underlined that it has faced difficulties with the club, including delayed payments, cash payments, high banking fees, and non-payment of three months' wages. The player complained that the club applied two financial penalties, totaling 50% of Mr Hamache's wages for March and April 2023, which are considered disproportionate and retaliatory. The player further argued that the penalties were imposed on an absence from a game due that was due to an injury.
27. On 25 April 2023, the club requested the withdrawal of the termination notice as it considered that it *"came as a result of misunderstanding"*. The club requested the player to return to the club, and fulfill his contractual obligations. The club also insisted that the conditions required by FIFA regulations for just-cause termination of the contract have not been met.
28. The player informed FIFA that he remained unemployed.

II. Proceedings before FIFA

1. On 28 April 2023, the player lodged a claim before the FIFA Football Tribunal for outstanding remuneration and requested the payment of the following amounts plus interest:
 - UAH 1,440,386.50 (i.e. EUR 35,000 net), corresponding to his salaries of February and March 2023.
 - EUR 12,500 net, corresponding to the following amounts:
 - o EUR 6,250 for March 2023 (i.e. cancellation of 25% financial penalty for March 2023);
 - o EUR 6,250 for April 2023 (i.e. cancellation of 25% financial penalty for April 2023).
2. The player requested to be provided with his payment slips from August 2022 until April 2023.
3. The player requested *"to rule that the Contract is immediately terminated and to order the Club to pay his wages until the date of termination to be affixed by the DRC."*
4. According to the player, he was paid on a Ukrainian bank account open by the Club on his name. However, the Player argued that he cannot access such bank account and can only withdraw the equivalent of EUR 300 per week, with huge banking fees.
5. On 30 May 2023, the club replied to the claim and simultaneously lodged a counterclaim.
6. According to the club, the player unilaterally terminated the employment contract without just cause because the requirement of *"failing to pay at least two monthly salaries on their due dates"* was not met.
7. The club stated that the player sent a default notices for February and March 2023 salaries, but argued that partial payments were made subsequently.
8. The club underlined that only 25% of the March salary was unpaid at the termination date, which is insufficient to claim just cause under Article 14 RSTP.
9. In addition, as to the other arguments stated by the player, namely the payment in UAH instead of EUR, restrictions and banking fees on the Ukrainian bank account, and imposed financial penalties without proper procedure or legal justification, the club considered that *"none of these grounds provided just cause for the [player] to terminate the contract, and his termination was not a last resort measure."*
10. The club explained that, due to the war situation in Ukraine, it had to face restrictions on payments abroad. In particular, the club attached a copy of a Resolution of the National Bank of Ukraine, dated 24 February 2022, which introduces "a moratorium on cross-border transfers of currency".
11. In this respect, the club explained that, although said Resolution establishes some exceptions for football club, payments by clubs to employees are not part of them.
12. The club further noted that it cannot be responsible for the bank fees.

13. The club also noted that it offered the player to open a bank in EUR in Ukraine, but that the player insisted to open it in Slovakia. The club underlined that it is beyond its powers to open a bank account in a foreign country.
14. Given that, in its view, the player terminated the Contract without just cause, the club argued that it is entitled to compensation for breach of contract. The club argued that said compensation shall take into account the residual value of the terminated contract.
15. In particular, the club referred to the residual value of the contract, as follows:

Period	Net Amount
April 20 - June 30, 2023	EUR 58,333
July 1, 2023 - June 30, 2024	EUR 360,000
July 1, 2024 - June 30, 2025	EUR 420,000
July 1, 2025 - June 30, 2026	EUR 480,000

16. Therefore, the Respondent claimed EUR 1,318,333 as compensation for breach of contract, representing the total residual value of the Contract.
17. Furthermore, the club requested 5% interest p.a. as from 20 April 2023.

18. In his *replica* and reply to the counterclaim, the player amended his claim and requested the payment of the following amounts:

Salary	Period
UAH 1,440,386.50 equivalent to EUR 35,000 net "to be transferred in his French account"	Wages for February and March 2023 (net)
EUR 50,000	1 May 2023 - 30 June 2023
EUR 360,000	1 July 2023 - 30 June 2024
EUR 420,000	1 July 2024 - 30 June 2025
EUR 480,000	1 July 2025 - 30 June 2026
UAH 4,560,000	1 May 2023 - 30 June 2026
EUR 200,000	Incentive bonus
EUR 3,000	Flight ticket reimbursement
EUR 17,500	Bonus match for 7 wins

19. The player acknowledged that the club paid the following amounts in cash, "which include the incentive bonus":
- On 26 September 2022: EUR 25,000;
 - On 28 September 2022: EUR 50,000;
 - On 6 October 2022: EUR 50,000;
 - On 6 November 2022: EUR 50,000;
 - On 24 November 2022: EUR 25,000.
20. The player emphasized that he faced several challenges since signing the contract, including financial issues and breaches by the club.

21. The player also claimed that there was an oral agreement allowing him to refuse games in Ukraine due to safety concerns, and cited recent bombings in Dnipro and Kyiv as evidence of the unsafe situation.
22. The player insisted that the club failed to meet the two-month threshold set forth in art. 14 RSTP. The player underlined that the club made partial payments in the wrong currency to a Ukrainian bank account and applied unjustified financial penalties, while noted that he was unable to access the money in the Ukrainian bank account.
23. The player claimed that the club did not provide proper payroll documentation, which is required by local laws, and questioned why the club did not inform him about alleged monetary restrictions in Ukraine due to the war.
24. The player further argued that the club has been inconsistent in their payment practices, deviating from the terms of the contract. The player explained that the club made promises to rectify the situation but failed to follow through.
25. In addition, the player argued that the club wrongfully deducted EUR 3,000 for flight tickets, as the contract stipulated that the club should provide the tickets without any deduction. The player based this request on a WhatsApp conversation in which the club's management explained to him that "*don't worry we will give you more tickets in future*" and "*you have 8 round trip tickets according to the contract but we will give you more*".
26. In its *duplica*, the club argued that the player did not have just cause to unilaterally terminate the contract. The club claimed that at the time of termination, the outstanding salaries were less than the required amount and that it had a valid reason for the default.
27. The club contended that the claimant's termination of the contract was not justified under Article 14bis or Article 14 RSTP. The club asserted that the termination notice was sent when less than one monthly salary was unpaid, which did not meet the requirements for just cause termination.
28. The club disputed the Claimant's objections regarding the set-off of EUR 3,000 against his February 2023 salary and the provision of flight tickets. It argued that the claimant explicitly agreed to the set-off and that the provided flight tickets were not obligated to be free of charge and were not exclusively for the player's use.
29. The Respondent further challenged the Claimant's objections to the financial penalties imposed on him and asserted their compliance with the disciplinary procedure.
30. Based on these arguments, the club concluded that the Claimant did not have just cause to terminate the contract and should be liable to pay compensation for breach of contract under Article 17.1 RSTP.
31. As to the claimed amount for flight tickets, the club acknowledged it was obligated to provide the Claimant with roundtrip flight tickets exclusively between Slovakia and France. However, the club argued that the purchased tickets were for the Claimant and two other persons, and the trip was from France to Africa (Marseille – Addis Ababa – Kilimanjaro – Zanzibar – Addis Ababa –

Marseille). Therefore, the Respondent denied that it had any obligation to pay for said tickets.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

1. 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 2 May 2023 and submitted for decision on 2 August 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.
2. 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 (March 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 player from France and Algeria and a club from Ukraine.
3. 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 (March 2023 edition), and considering that the present claim was lodged on 28 April 2023, the March 2023 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

4. 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

5. 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

6. The foregoing having been established, the Chamber moved to the substance of the matter, and took note that, on 30 August 2022, the player concluded an employment contract with the Ukrainian club, SC Dnipro-1, valid as from the date of signature until 30 June 2026. The Chamber then observed that the player lodged a claim before FIFA against the club, as he alleged that, on 20 April 2023, he terminated said contract with just cause.
7. Hence, the Chamber understood that the main legal issue at stake is to determine whether the player had a just cause to terminate the contract on said date.
8. On this note, the Chamber was aware of the difficult context involving the contractual relationship between the parties. Indeed, the Chamber understood that the war in Ukraine, which commenced on 24 February 2022, adds a significant dimension to the contractual dispute between the football player and the club.
9. In particular, and in reference to the present matter, the Chamber observed that the contract was concluded between the parties in August 2022. The Chamber understood that, in accordance with its art. 1 par 2 lit c, the Annexe 7 to the Regulations, which includes the Temporary rules addressing the exception situation deriving from the war in Ukraine, is not relevant, insofar the contract was concluded after the outbreak of the war. Indeed, given that the contract was concluded several months after the outbreak of the war, the Chamber understood that both parties were presumably aware of the risks associated with entering a contract under such circumstances. Moreover, as to the contractual and financial consequences of the war, the Chamber also observed, based on the documentation gathered during the submission-phase, that the imposition of martial law in the country led to significant restrictions to pay abroad. The Chamber therefore agreed that this situation have influenced the club's ability to make timely payments to the player.
10. The Chamber then moved to the specific elements of the matter. In this respect, the Chamber observed that, while the contract was concluded in August 2022, the first issues between the parties refer to the initial existence of outstanding salaries for November 2022, December 2022, and January 2023. Yet, the Chamber verified on this note that, after an exchange of correspondence, the club settled said amounts with a certain delay.
11. The Chamber then examined the circumstances involving the unilateral termination of the contract by the player. The Chamber recalled once again that, on 20 April 2023, the player decided to terminate the contract. The Chamber noted that, in his termination notice, the player stated that the club had outstanding salaries towards him in the amount of EUR 9,000, which corresponds to significantly less than a monthly salary (i.e. EUR 28,000 per month).
12. With this background information, the Chamber went on to analyze whether the player had a just cause to unilaterally terminate the contract.

13. First of all, the Chamber clarified that the club's delay in making payments to the player constitutes, *in principle*, a contractual breach. Nevertheless, the Chamber considered it to be equally important to acknowledge that the club eventually settled its outstanding obligations. Indeed, and despite the delay in payments, the Chamber observed that the club made efforts to communicate with the player and expressed its intention to settle the outstanding amounts.
14. Secondly, the Chamber also observed that the club imposed a series of fines against the player, amounting to a 25% reduction in financial payments for March and April.
15. In relation to said fines, the Chamber analyzed the documentation on file and observed that there is no evidence that they were based on a clear and established disciplinary process, even if the possibility of fines was stipulated in the contract (cf. clause 6.2. of the additional agreement concluded between the parties).
16. Therefore, in line with its longstanding jurisprudence, the Chamber established that said fines should be disregarded.
17. Yet, while the imposition of fines on the player without proper evidence or due process was incorrect, the Chamber deemed it important to note that this fact alone does not justify the player's unilateral termination of the contract.
18. Thirdly, the player argues that the club breached the contract by paying in Ukrainian Hryvnia (UAH) instead of Euros (EUR). The player contended that the contract explicitly stipulates payment in EUR.
19. In relation to said issue, the Chamber noted that, while it is true that the contract partially stipulated said currency, in his response, the player himself requests a specific amount to be paid in UAH "*to be deposited into his French account.*" In the view of the Chamber, this contradicts the player's initial claim that the club's payment in UAH constituted a breach of contract. Indeed, by explicitly requesting the payment in UAH for his French account, the player acknowledges his willingness to accept this currency.
20. In addition, considering the context of martial law and restrictions on international payments in Ukraine, the Chamber also considered that the club made a reasonable effort to comply with its payment obligations. Given that, in addition, there is no disagreement about the used exchange rates, the Chamber understood that the club should not be held liable for breaching the contract based solely on the currency used for the payment.
21. In sum, despite the difficulties faced by both parties, the Chamber considered that the club exhibited a willingness to maintain the contractual relationship within a challenging context. With only EUR 9,000 outstanding at the date of termination of the contract (as indicated in the default notice), which corresponds to significantly less than one monthly salary, the player lacked sufficient justification to unilaterally terminate the contract. His termination of the contract was

therefore premature and without just cause.

22. After determining that the player did not have a just cause to terminate the contract, the Chamber noted that the club submitted a counterclaim and requested compensation for breach of contract without just cause.
23. In this respect, and although the termination of the contract was without just cause and premature, the Chamber once again underlined the circumstances surrounding the contractual relationship and the challenges faced during the war in Ukraine. Indeed, the Chamber could not ignore the club's own breaches of the contract as well as the challenging circumstances surrounding the war, which create a mitigating effect that must be considered. The Chamber recognized that throughout the duration of the contract, both parties experienced challenges and impediments due to the prevailing war situation.
24. Considering these factors, the Chamber decided to not award compensation to the club. Indeed, given the complexities and mitigating circumstances identified, the Chamber considered that awarding compensation to either party would not be appropriate.
25. As a result, the Chamber decided to reject the club's counterclaim.
26. The foregoing been said, the Chamber underlined that, under any circumstance, that the player is entitled to receive his remuneration until the date of termination of the contract, which is mentioned in his *replica* and is uncontested by the club.
27. In this respect, the Chamber observed that the player requested to receive "UAH 1,440,386.50 equivalent to EUR 35,000 net *"to be transferred in his French account"* as this amount was *"initially transferred in hryvnias"*. This would correspond to wages for February and March 2023 (net)".
28. In relation to this request, the Chamber noted, however, that the player is in fact acknowledging the reception of the amounts, but only requested them to be transferred from a bank account in Ukraine to a bank account in France. The Chamber understood that this request is in any case beyond the scope of the employment relationship and beyond the scope of what the FIFA Football Tribunal can order. Therefore, the Chamber decided to reject this specific request.
29. However, and returning to the issue of the fines imposed by the club against the player, which are to be disregarded, the Chamber established that the player is entitled to the unduly retained amounts from said fines, as follows:
 - o EUR 6,250 for March 2023 (i.e. cancellation of 25% financial penalty for March 2023);
 - o EUR 6,250 for April 2023 (i.e. cancellation of 25% financial penalty for April 2023).
30. Therefore, in application of the principle of *pacta sunt servanda*, the Chamber established that the player is entitled to the total outstanding amount of EUR 12,500 (i.e. EUR 6,250*2), corresponding to the remaining part of his salaries of March and April 2023.

31. Moreover, and after taking into account the request of the player and its jurisprudence in this regard, the Chamber decided to award 5% interest p.a. as from the due dates.
32. Thereafter, the Chamber examined the player's request for payment of EUR 17,500 as bonuses for 7 wins. The Chamber noted that this request is fundamentally grounded in a WhatsApp conversation, where the club's president allegedly stated that *"bonuses will be paid in the end of the half season, we will calculate all winning matches and then pay you the money"*.
33. However, even if said conversation were to be considered as valid evidence and a unilateral commitment, the Chamber observed that it is unknown how the player arrives at the mentioned amount, as it is not explicitly stated in the conversation nor in the contract. Therefore, considering that the player has failed to meet the burden of proof required, the Chamber decided to reject this aspect of the claim.
34. The Chamber also acknowledged that the player requested the payment of EUR 200,000 as "incentive bonus". However, the Chamber also observed that he did not refer to a particular date. Yet, given that the player he acknowledged the payment of amounts for the *"incentive bonuses"* of the first season, the Chamber understood that this amount was requested only as part of the potential payable compensation, which in any case, he would not be entitled to receive insofar he terminated the contract without just cause.
35. Furthermore, the Chamber also noted that the player requested to be provided with his payment slips. Within this context, the Chamber concurred that, while generally employees have a right to request such documents, in this case, there is no contractual provision would entitle the player to receive said documents. Moreover, the Chamber observed that the player has not cited any specific legal provision to support his request. On these circumstances, the Chamber was not able to order the provision of said payment slips.
36. Finally, the Chamber also observed that the player requested the reimbursement of EUR 3,000 for flight tickets. Based on the information on file, the Chamber observed that it appears that, on 30 March 2023, the player acknowledged that the club purchased airplane tickets for himself and two other individuals, for the journey Marseille-Addis Ababa-Kilimanjaro-Zanzibar-Addis Ababa-Marseille.
37. In regard to the aforementioned travel itinerary, the Chamber emphasized that the contractual agreement between the parties explicitly stipulated the provision of tickets solely for the journey from Slovakia to France. Consequently, it is evident that the scope of the contract did not encompass the extended travel route mentioned above. Accordingly, the Chamber concluded that this particular aspect of the player's claim must be rejected.

ii. Compliance with monetary decisions

38. 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.
39. 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.
40. 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.
41. 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 available in the FIFA Legal Portal.
42. 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

43. 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.
44. 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.
45. 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, Yanis Hamache, is partially accepted.
2. The Respondent, SC Dnipro-1, must pay to the Claimant the following amounts:
 - **EUR 12,500 as outstanding remuneration** plus interest *p.a.* as follows:
 - 5% interest p.a. over the amount EUR 6,250 of as from 1 April 2023 until the date of effective payment;
 - 5% interest p.a. over the amount EUR 6,250 of as from 1 May 2023 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. The counterclaim of SC Dnipro-1 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 Governing the Football Tribunal).

CONTACT INFORMATION

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