

Decision of the Dispute Resolution Chamber

passed on 3 August 2023

regarding an employment-related dispute concerning
the player Mahmoud Jamal Mahmoud Mahmoud

BY:

Calum Beattie (Scotland), Single Judge of the DRC

CLAIMANT:

Mahmoud Jamal Mahmoud Mahmoud, Jordan

Represented by Emad Jacoub Hanayneh

RESPONDENT:

AL QASIM, Iraq

I. Facts of the case

1. On 4 February 2023, the Jordan player, Mahmoud Jamal Mahmoud Mahmoud (hereinafter: *the player* or *the Claimant*) and the Iraqi club, AL QASIM (hereinafter: *the club* or *the Respondent*) concluded an employment contract (hereinafter: *the contract*), valid as from 5 February 2023 until 1 July 2023.
2. In accordance with the contract, the club undertook to pay to the player – *inter alia* – a monthly salary of USD 1,500.
3. By means of his letter of 13 June 2023, the player put the club in default of payment in the amount of USD 4,500, corresponding to the salaries of March, April and May 2023 in the amount of USD 1,500 each, thereby granting the club a deadline of 15 days to cure its breach.

II. Proceedings before FIFA

a. Position of the Claimant

4. On 4 July 2023, the player lodged a claim against the club a claim before the FIFA Football Tribunal, requesting to be awarded outstanding remuneration and compensation for breach of contract in the total amount of USD 10,500, plus 5% interest *p.a.* as from the respective due dates, broken down by the Claimant as follows:

Outstanding remuneration: USD 4,500

- USD 4,500 corresponding to the salaries of March, April and May 2023 in the amount of USD 1,500 each.

Compensation for breach of contract: USD 1,500

- USD 1,500 corresponding to the salary of June 2023.

Additional compensation: USD 4,500

- USD 4,500 as additional compensation corresponding to 3 monthly salaries of USD 1,500 each.

5. In his claim, the player explained that the club failed to comply with its financial obligations towards the player even after having been put in default of payment *cf.* art. 14bis of the Regulations on the Status and Transfer of Players (hereinafter: *the RSTP* or *the Regulations*).
6. In this context, implying having terminated the contract with just cause in accordance with the referred provision, the Claimant requests to be awarded the outstanding monthly salaries due to him, as well as the residual value of the contract (salary of June 2023) and an additional compensation of 3 monthly salaries *cf.* art. 17 para. 1 lit. ii) RSTP.

b. Position of the Respondent

7. Despite having been invited to reply to the claim, the Respondent failed to do so.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

8. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter referred to as *the Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 4 July 2023 and submitted for decision on 3 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.
9. Subsequently, the Single Judge 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 (May 2023 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 Jordan and a club from Iraq.
10. Subsequently, the Single judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (May 2023 edition) and considering that the present claim was lodged on 4 July 2023, the May 2023 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

11. The Single Judge 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 Single Judge 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).

c. Merits of the dispute

12. His competence and the applicable regulations having been established, the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised that, in the following considerations, he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

i. Main legal discussion and considerations

13. The foregoing having been established, the Single Judge moved to the substance of the matter and recalled that the Claimant is requesting to be awarded: outstanding remuneration, compensation for breach of contract and an additional compensation for breach of contract in the total amount of USD 10,500.

14. Equally, the Single Judge noted that the allegations of the Claimant have remained uncontested by the Respondent, as the latter failed to provide its comments thereto, despite having been invited to do so by the FIFA general secretariat *cf.* art. 20 of the Procedural Rules.

15. The above being said, the Single Judge emphasized that, despite the allegations of the Claimant – that would lead one to believe that the contract was unilaterally terminated by the player upon the club's non-payment of the salaries of March, April and May 2023 – there is no termination notice on file.

16. In addition, considering that the Claimant only put the Respondent in default of payment on 13 June 2023, thereby granting the Respondent a deadline until 28 June 2023 to cure its breach, the Single Judge determined that the contractual relationship expired by the end of June 2023 and was not prematurely terminated by either party.

17. Thus, the Single Judge concluded that – by virtue of application of the legal principle *pacta sunt servanda* – the player shall be awarded the monthly salaries of March, April, May and June 2023 as outstanding salaries, as the contract was not prematurely terminated but expired and, hence, no compensation for breach of contract, nor any additional compensation *cf.* art. 17 of the Regulations, can be awarded to the Claimant.

ii. Consequences

18. Having stated the above, the Single Judge turned his attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

19. The Single Judge observed that the outstanding remuneration due to the Claimant and requested by the latter amounts to USD 6,000 and corresponds to the monthly salaries of March, April, May and June 2023.
20. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant the amount of USD 6,000 as outstanding salaries (*i.e.* 4 times USD 1,500).
21. In addition, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest at the rate of 5% *p.a.* on the outstanding amounts as from the respective due dates (the first day of the following month to their accrual) until the date of effective payment.

iii. Compliance with monetary decisions

22. Finally, taking into account the applicable Regulations, the Single Judge 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.
23. In this regard, the Single Judge 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.
24. Therefore, bearing in mind the above, the Single Judge 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.
25. 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.
26. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24 par. 8 of the Regulations.

d. Costs

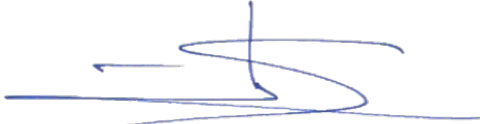
27. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *“Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent”*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
28. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation shall be awarded in these proceedings.
29. Lastly, the Single Judge concluded his 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, Mahmoud Jamal Mahmoud Mahmoud, is partially accepted.
2. The Respondent, AL QASIM, must pay to the Claimant the following amount(s):
 - **USD 6,000 as outstanding remuneration** plus 5% interest *p.a.* as follows:
 - On the amount of USD 1,500, as from 1 April 2023 until the date of effective payment;
 - On the amount of USD 1,500, as from 1 May 2023 until the date of effective payment;
 - On the amount of USD 1,500, as from 1 June 2023 until the date of effective payment;
 - On the amount of USD 1,500, as from 1 July 2023 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. The Respondent is imposed a reprimand.
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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