

# Decision of the Dispute Resolution Chamber

passed on 2 August 2023

regarding an employment-related dispute concerning  
the player Pedro Igor Martins da Silva

## COMPOSITION:

**Clifford J. HENDEL (USA & France)**, Deputy Chairperson  
**Stefano SARTORI (Italy)**, member  
**Andre DOS SANTOS MEGALE (Brazil)**, member

## CLAIMANT/COUNTER-RESPONDENT:

**Pedro Igor Martins da Silva, Brazil**  
Represented by João Marcos Guimarães Siqueira

## RESPONDENT/COUNTER-CLAIMANT:

**Rīgas Futbola skola, Latvia**  
Represented by Ludovic Delechat

## INTERVENING PARTY:

**Floresta EC, Brazil**

## I. Facts of the case

1. The parties to the dispute are:
  - a. The Brazilian player, Pedro Igor Martins da Silva (hereinafter: *Claimant/Counter-Respondent* or *player*).
  - b. The Latvian club, Rīgas Futbola skola (hereinafter: RFS, *club* or *Respondent/Counter-Claimant*).
  - c. The Brazilian club, Floresta EC (hereinafter: *Floresta* or *Intervening Party*).
2. It stood undisputed between the parties that the player was under contract with Floresta by 6 February 2023.
3. On 6 February 2023, RFS sent to Floresta a document titled “Letter of Interest” expressing its interest in hiring the player, in exchange for a sell-on fee of a future transfer of the player (hereinafter: *the Club Offer*).
4. The Club Offer is (a) signed by a representative of the club and was drafted in the club’s letterhead and (b) its footer contains a straight line, in which an unidentified signature is electronically placed. Another signature is found in the document by Mr Fred Gomes, dated “09/12/23”.
5. Contextually, RFS equally sent to the player a document also titled “Letter of interest” (hereinafter: *the Player Offer*), which stated as follows. The Player Offer however is not dated.

*“Letter of Interest*

*Hereby football club RFS (Riga, Latvia) would like to confirm its interest in signing of the professional contract with football player Pedro Igor Martins da Silva (date of birth 16 May 2002).*

*Should RFS agree with Floresta Esporte Clube regarding the transfer of the player, we will be ready to offer the following personal conditions to the player:*

*Monthly Salary:*

*15.02.2023 – 30.06.2023: EUR 1500 net*

*01.07.2023 – 30.06.2024: EUR 1750 net*

*01.07.2024 – 30.06.2025: EUR 2000 net*

*01.07.2025 – 30.11.2026: EUR 2750 net*

*Clubs provide EUR 500 net monthly for the rent of the apartment;*

*Individual bonus for every goal/assist EUR 200;*

*Individual bonuses for passing every subsequent stage of UEFA club competition from EUR 3000 to EUR 5000;*

*Victory bonuses from EUR 200 to EUR 400;*

*Best regards,  
RFS sporting director  
Aleksandrs Usovš*

6. The Player Offer is signed by a representative of the club and was drafted in the club's letterhead. The footer of the Player Offer contains a straight line, in which the player's name and signature are electronically placed. However, the offer does not contain any specific field for the player to sign it.
7. On unspecified dates, social media posts were made by both Floresta and RFS which depict the player using RFS' training gear.
8. The player stated that on 12 February 2023, he flew to Turkey to participate in the club's pre-season from 14 to 26 February 2023.
9. No default notices sent between the parties, and no TMS instruction entered by any of the clubs.
10. On 28 February 2023, the player signed a new employment contract with Floresta valid as from 6 March 2023 until 1 February 2026, including a monthly salary of BRL 1,302.

## **II. Proceedings before FIFA**

11. On 25 April 2023, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### **a. Claim of the player**

12. In his claim, the player argued that the club did not honor its employment commitments and did not make the payment of values agreed in their contract. he explained that he gained national prominence as a result of his participation in an important under-20 competition for the Intervening Party, which led him to receive offers from RFS and another club, Mafra FC.
13. After evaluating the offers, the claimant explained that he opted to play for RFS due to its sportive and financial attractiveness and participation in European club competitions. As such, the player is of the opinion that the transaction between RFS, Floresta and himself was concluded, establishing payment to Floresta EC and defining terms of the player's contract. He went on to argue that on 12 February 2023 he traveled to Turkey to start his sportive preparation with RFS, and both clubs announced the arrival of the player.
14. After preparation in Turkey, the player states that he travelled to Riga, Latvia, with the rest of the team, he was prohibited from entering the country by immigration office due to absence of visa. It is to be noted that the no evidence in support of the above was filed.

15. He further stated that no representative from RFS appeared at the airport to support or give information or instructions to the player, and he was left alone at Riga airport with no orientation on how to proceed.
16. Contextually, the player argued that he got in contact with a Brazilian teammate and was informed that he should travel back to Brazil since he wouldn't be able to play for the club due to absence of permission to enter and work in Latvia. It is to be noted that the no evidence in support of the above was filed.
17. In the player's view, the club committed serious contractual violations and inflicted moral damages by terminating the sportive contract without just cause and abandoning their own player at the airport without instructions. The player argues that RFS breached their contract without just cause due to the player's visa status, and submitted that article 18 (4) of the FIFA Regulations on the Status and Transfer of Players (RSTP) expressly prohibits a new club from acting in this manner.
18. In continuation, the player argued that despite the absence of a formal contract, the employment agreement between the parties (i.e., the Offer) was binding, since the validity of the contract cannot depend on the visa situation of the player. It is also stated that it is the responsibility of the club to instruct and assist the player in obtaining proper work permit documentation.
19. The player added that there can be no doubt that an employment relationship was established between the parties, and that RFS subsequently breached it without just cause due to the player's visa status. On this basis, the player argues that he entitled to compensation for material damages due to the unjustified breach of contract committed by RFS per art. 17 RSTP.
20. As to the compensation, the player argues that since he did not sign a new employment contract after their last termination without just cause, article 17/1/i of the Regulations is applicable. This means that RFS shall compensate the player with the residual value of the entire contract terminated. The claimant provides a calculation of the monies payable to them under the terms of the contract from the date of its unilateral termination until its end date, which amounts to a total of EUR 122,250.
21. As to the moral damages, the player argues that he also suffered severe moral damages due to the negligent posture adopted by RFS. The player refers to the jurisprudence of the Court of Arbitration for Sport (CAS), and stated that in order to succeed in a sports case, an action for moral damages must demonstrate that the legal concept of moral damages is present in the applicable law, involve a conduct that injures an immaterial right covered by said legal concept, and involve circumstances that allow inferring the existence of moral damages with a high degree of conviction.
22. On this note, the player argues that all bodies of law related to their case, including Latvian, Brazilian, and Swiss law, contemplate the legal concept of moral damages. The player also

argues that there is no doubt about the immaterial harmfulness of the conduct practiced by RFS, as they terminated the contract without just cause and abandoned the player at the airport without providing any support or information. The player submitted that since he found out about their contract termination via a Brazilian teammate, this demonstrates the unprofessional and negligent behaviour of the club.

23. The player argues that these circumstances meet the criteria established by CAS for conduct that gives rise to moral damages: exceptional and serious. The claimant argues that his moral damage is calculated in the amount of EUR 8,557.50, equivalent to 7% of the total contract value.
24. The player's requests are as follows:

*"1. To obligate Rīgas Futbola Skola to pay compensation due to the termination of the contract without just cause in the sum of EUR 122,250, plus an interest of 5% per-annum from the date of termination of contract until full payment.*

*2. To obligate Rīgas Futbola Skola to pay compensation due to the violation of the claimant's moral integrity in the amount of EUR 8,557.50, corresponding to 7% of the compensation.*

*3. To obligate Rīgas Futbola Skola to disclose whether there has been a registration of the player in FIFA's Transfer Matching System.*

*The case is valued at EUR 130,807.50 for purposes of limitation."*

#### **b. Reply and counterclaim of the club**

25. The club filed a statement of defence and a subsidiary counterclaim.

#### ***Statement of defence***

26. The club argues that there is no legally valid and binding contractual relationship between the player and the club, as well as no agreement for the transfer of the player. The club contests the player's allegation that the parties were bound by a valid and binding employment contract.
27. The club argues that for an employment contract to be considered valid and binding, it should contain essential elements such as the parties to the contract and their role, the duration of the employment relationship, and the remuneration agreed upon between the parties, as well as the signature of both the employer and employee. The club states that there is no legally valid and binding employment contract between them and the claimant since they never received a counter-signed copy of the alleged employment contract (i.e., letter of interest) from the player.

28. The club also argues that they only participated in negotiations and that the letter of interest was supposed to be a term sheet containing some elements that were negotiated in the preliminary phase of negotiations. The club states that no agreement was found for the transfer of the player, and therefore no employment contract was ever concluded between them and the player.

### **Counterclaim**

29. The club presents an alternative counterclaim in the event that the DRC considers that a contract was concluded and binding between the parties. In this case, the respondent claims that the player breached said contract.
30. The club argues that the player left the country while assuming he was under contract with the club. The player left on 26 February 2023 and returned to his club, Floresta EC, where he played on 9 March 2023. The club states that it is clear that the player breached the employment contract by leaving his place of work and should bear the consequences of such a breach.
31. In support of its position, the club filed two identical witness statements by its players, Mr Emerson Santana Deocleciano and Mr Pedro Arthur Lopes de Jesus, whereby both have stated as follows:

*"I, hereby, testify that Mr. Pedro Igor Martins da Silva (date of birth 16 May 2002) during the conversation with RFS management told that he is not feeling well in the team, he felt home sick and that he wants to return back to Brazil. He also said that he did not like the period he spent with RFS and he wanted to returned to his club Floresta-CE. Finally, he did not want to sign the contract with RFS and wanted to leave the club as soon as possible."*

32. The club requests that in this scenario, the player must pay compensation to them for breach of contract. The club calculates this compensation as corresponding to the remaining contractual value of EUR 122,250 net, which corresponds to the entire value of the alleged employment contract. The club also requests that interest at a rate of 5% per annum on this compensation be applied until full payment.

### **c. Reply to the counterclaim by the player**

33. The player reiterated that he had a valid and binding employment contract with the club, which was breached by the club without just cause.
34. He claims that he fulfilled all his obligations under the contract, including playing for the club in official matches. He also claims that he was prevented from fulfilling his obligations by the club's failure to provide him with a work visa. He argues that this failure was not his fault and that he should not be penalized for it. He further claims that he suffered moral damages because of the club's breach of contract, which entitles him to compensation.

35. The player challenges the evidence presented by the club in support of its counterclaim. He argues that the club has failed to provide any documentary evidence to prove that he breached the contract without just cause or that he played for another club while under contract with the club. He also argues that the club's witnesses are not credible and that their testimony is inconsistent and contradictory. He further claims that the club has not provided any evidence to support its allegation that he returned to Brazil and played for his former club.
36. The player requests that the counterclaim be rejected in its entirety due to lack of evidence.

#### **d. Position of Floresta**

37. The new club provided its position in the following terms.
38. First of all, Floresta endorsed the claim of the player, and claimed that the negotiations between the parties were binding, in that an offer was presented by RFS both to the player and Floresta, which were both accepted. Floresta claims that the Letter of Interest was signed by all parties.
39. Floresta further explained that since the player could not enter Latvia, he returned to Brazil and signed a new contract with Floresta, who argues further that such new contract is proof that the negotiations of the transfer were binding, as the previous contract of the player with Floresta had been terminated. It is to be noted that no evidence in support of the above was presented.
40. Floresta concluded its position by stating that RFS terminated the contract with the player without just cause. Alternatively, it argued that the player had just cause to terminate the contract due to his visa situation. Lastly, Floresta asked that the counterclaim be rejected.

### **III. Considerations of the Dispute Resolution Chamber**

#### **a. Competence and applicable legal framework**

41. 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 25 April 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.
42. Subsequently, 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 (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 Brazil and a club from Latvia, with the involvement of a Brazilian club.

43. 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 (May 2023 edition), and considering that the present claim was lodged on 25 April 2023, the October 2022 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.
44. For the sake of completeness, the Chamber remarked that the Player referred to Swiss, Brazilian, and Latvian law to support his argumentation. In this respect, the Chamber wished to recall that when deciding a dispute before the Dispute Resolution Chamber, FIFA's regulations prevail over any national law that the parties might have chosen. In this regard, the Chamber emphasised that the main objective of the FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject to and can rely on.
45. This objective would not be achievable if the Chamber would have to apply the national law of a specific party on every dispute brought to it. By the same token, the Chamber wished to point out that it is in the interest of football that the cases are based on uniform criteria rather than on provisions of national law that may vary considerable from country to country. Therefore, the Chamber deemed that it is not appropriate to apply the principles of a particular national law but rather the Regulations, general principles of law and, where existing, the Chamber's well-established jurisprudence.

#### **b. Burden of proof**

46. 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**

47. 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

48. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that this is a claim of a player against a club for breach of contract, where a subsidiary counterclaim has also been filed.
49. According to the player, the Player Offer amounts to a contract, which has been breached by the club. The club, for its part, argued that no legally valid and binding contractual relationship between the player and the club, as well as no agreement for the transfer of the player
50. Having observed this, the DRC noted both that on 6 February 2023, the club presented the Player Offer to the player, and he later travelled to Türkiye to join the pre-season of the club.
51. Additionally, the club admitted that the player arrived in Türkiye, where together with other players, he attended several training sessions, and that, on 26 February 2023, the player left the training camp without any explanation.
52. In the Chamber's view, there does not seem to be any disagreement between the parties as to the fact that the terms of the Player Offer were not performed, including the payment of the remuneration, and that no transfer agreement or employment contract *per se* was ever concluded. The fundamental disagreement between the parties – and the central issue to the present dispute – is whether the Player Offer signed between them established a valid and binding employment contract between the parties.
53. According to RFS, as opposed to the player, no legally binding employment contract had come into effect between the parties, as the Player Offer is a unilateral document, the object of which was simply to set forth the provisions of a prospective employment contract.
54. In this regard, the Chamber recalled that in accordance with the jurisprudence of the Football Tribunal, in order for an employment contract to be considered as valid and binding, and regardless of the name given to the document, it should contain the *essentialia negotii* of an employment contract, such as the parties to the contract and their role, the duration of the employment relationship, the remuneration, and the signature of both parties (or a corresponding proof of consent).
55. After a careful study of the Player Offer, the Chamber noted that it was subject to the agreement with Floresta on the transfer of the player, upon which the player would subsequently **be offered** the terms listed therein. It was clear to the DRC that such document was never intended to be a bilateral document, let alone a binding contract between the parties.
56. At the same time, it must be noted the player did not at any time demand from the club that his alleged situation be amended. Specifically, the player never challenged what he later called a "premature termination" of the contract. As such, the DRC found that such posture by the

Player has an important bearing, especially considering that the later signed a renovation of his contract with Floresta. It must also be noted that the player's claim as to his entry denial to Latvia is not corroborated by any evidence – for instance, a document issued by the immigration authorities in Latvia.

57. All in all, the Chamber found that the evidence presented by the player was not sufficient to established to the required degree of satisfaction that a valid and binding contract was entered into by and between the player and the club.
58. Considering the foregoing, and bearing in mind the scarce evidence produced on file, the DRC decided that the claim is rejected in that the player failed to demonstrate that a valid and binding contract existed. The counterclaim, even is subsidiary, is equally rejected.

#### **d. Costs**

59. 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.
60. 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.
61. 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, Pedro Igor Martins da Silva, is rejected.
2. The counterclaim of the Respondent/Counter-Claimant, Rīgas Futbola Skola, is rejected.
3. 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**

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