

Decision of the Dispute Resolution Chamber

passed on 2 August 2023

regarding an employment-related dispute concerning
the player Mamadou Obbi Oulare

BY:

Clifford J. HENDEL (USA & France), Deputy Chairperson
André DOS SANTOS MEGALE (Brazil), member
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CLAIMANT:

Mamadou Obbi Oulare, Belgium
Represented by Atfield

RESPONDENT:

Barnsley FC, England

I. Facts of the case

1. On 15 July 2021, the player Mamadou Obbi Oulare (hereinafter: *the player* or *the Claimant*) and Barnsley FC (hereinafter: *Barnsley*, *the club* or *the Respondent*) concluded an employment contract valid as from until 30 June 2024.
2. Following Art. 8 of Schedule 2 of the Contract, the player was entitled to a basic salary in the amount of GBP 9,500 per week.
3. The contract stipulated the following obligations for the player:
 - “3.1.3 except to the extent prevented by injury or illness to maintain a high standard of physical fitness at all times and not to indulge in any activity sport or practice which might endanger such fitness or inhibit his mental or physical ability to play practise or train;*
(...)
 - 3.1.6 to comply with and act in accordance with all lawful instructions of any authorised official of the Club;*
(...)
 - 3.1.10 to submit promptly to such medical and dental examinations as the Club may reasonably require and to undergo at no expense to himself such treatment as may be prescribed by the medical or dental advisers of the Club or the Club's insurers;*
(...)
4. Art. 7 of the Schedule 2 of the contract stipulated the conditions of the player’s pension scheme.
5. Art. 7 par. 1 of the Schedule 2 stipulated that said scheme shall remain unless the player *“joins an International Club on a temporary basis by way of International Loan Agreement”*. The annual contribution was set in GBP 5,208 *“or such other amount as determined by the Trustees of the Scheme from time to time.”*
6. On 31 January 2022, the Club, the Player and the Belgian club, Racing White Daring Molenbeek (hereinafter: Molenbeek) concluded a loan agreement for the temporary transfer of the Player from the Club to Molenbeek until 30 June 2022, with an extension option until 30 June 2023, subject to the player’s written consent.
7. According to the information available on Transfer Matching System (TMS), an instruction was entered for the extension of the loan until 30 June 2023,
8. Pursuant to Article 9 of the loan agreement, the player remained entitled to his basic salary from Barnsley.
9. The loan agreement included the following clauses:
 - “19. [Molenbeek] provides permission for the Player to return to [Barnsley] during the Loan Period for the purposes of performing medical assessments upon dates which will be determined and confirmed at a later date, or as mutually agreed in writing by [Barnsley] and [Molenbeek] (with both parties acting in good faith).*
(...)

21. [Barnsley] acknowledges that the Player will be registered on the medical care scheme of [Molenbeek] during the Loan Period.
22. If the Player is unable to play or train for a consecutive period of 48 (forty-eight) hours or more, [Molenbeek] shall notify in writing the [Barnsley] medical team and discuss treatment options before initiating them. It is the responsibility of [Molenbeek]'s medical team to notify in writing the [Barnsley] medical team as soon as possible following any injury and provide the [Barnsley] medical team with all information pertaining to the injury. No surgical procedure should be carried out without the prior written consent of the [Barnsley] Doctor, and emergency surgical procedures must be discussed with the [Barnsley] Doctor before the procedure is carried out. Any event which arises within the terms of this clause 20 shall not affect [Molenbeek]'s obligations hereunder nor shall it result in the early termination of this Agreement."
10. On 1 February 2022, the player and Barnsley concluded an amended contract, by means of which the player's salary was reduced to GBP 7,500 per week, while indicating that *"should the Club be a member of League one, League two or National League for the duration of the contract, the player's wage will be decreased to £5,000 (Five Thousand Pounds) per week from 1st July of the respective Season."*
11. Schedule 2 of the amended contract included a similar clause to Art. 7 par. 1 of the Schedule 2 of the original employment contract, but established an annual contribution of GBP 6,000.
12. On 30 June 2022, the player and Molenbeek concluded an employment contract (the Molenbeek employment contract) valid as from 31 January 2022 until 30 June 2022.
13. Accordingly, the player was entitled to EUR 1,750 per month.
14. According to art. 6 of the Molenbeek employment contract, the player was *"free to consult or seek the care of any physician or specialist of his or her choice, at his own expense, risk and peril"* (note: free translation from French).
15. In addition, on 30 June 2022, the player and Barnsley concluded an amended contract, by means of which his basic salary was reduced to GBP 7,500 per week.
16. On 9 July 2022, during the pre-season, the player suffered a severe knee injury during a training session with Molenbeek.
17. On 13 July 2022, Molenbeek informed the Respondent via email about the injury.
18. On 14 July 2022, the player was examined by a Belgian orthopedic surgeon.
19. The relevant medical report indicated that the Player had suffered inter alia *"a rupture of the anterior cruciate ligament (ACL)"* and that he should undergo surgery consisting of *"an ACL-reconstruction with a hamstrings autograft combined with an extra articular augmentation using a strip of the fascia lata"* this in order to recover. The Medical Report also indicated that following the operation, a rehabilitation period of 8 to 9 months was to be foreseen
20. On 15 August 2022, the Claimant requested to Molenbeek the return of the player by 17 August 2022, indicating that Molenbeek will also be required to continue the player's remuneration.

21. On 16 August 2022, Molenbeek expressed its disappointment as to said request, as it indicated that its medical staff has been in touch several times with the medical department of Barnsley and they have jointly decided that the player will do his rehabilitation at the club.
22. On 17 August 2022, Barnsley insisted in its request and requested the player's return on the basis of art. 19 of the Loan Agreement for the purpose of medical assessment.
23. On 25 August 2022, the player sent a letter to Barnsley indicating that he decided to pursue his rehabilitation in Belgium, as he was taken care by one of the best specialists in Europe. The player indicated that he could arrive on 1 September 2022 and asked to be informed soon enough so that he could be prepared.
24. On 27 August 2022, the player informed Barnsley that he cannot join the club immediately as he has appointments and asked for one week to prepare himself.
25. On 28 August 2022, Barnsley informed the Player that as per the loan agreement with Molenbeek, it was not required to give him one week's notice. Furthermore, the Club informed the Player that it would be deducting the Player's salary for every day that he is not in Barnsley and would continue to do so until the day he arrives
26. On the same date, the player insisted that he needs more time but confirmed that he can join on 1 September 2022.
27. On 4 October 2022, the club informed the Player that as he had not yet returned to the Club for his medical assessment, it considered the issue now to be a disciplinary matter.
28. In particular, the club insisted in the player's obligation to submit promptly to medical examinations that the club may reasonably require and comply with and act in accordance with all lawful instructions of any authorised official of the Club.
29. On 14 October 2022, the player's intermediary sent a letter to Barnsley, indicating, in particular, his frustration with the lack of communication from Barnsley regarding the player's injury and rehabilitation. In this letter, the player's intermediary also highlighted the intense program followed by the player in Belgium and request a clear program for any medical assessments in the UK. The intermediary also urged transparent discussions rather than finding excuses to terminate the contract.
30. On 18 October 2022, the club invited the player to a disciplinary hearing to "*consider allegations of gross misconduct*", to take place on 26 October 2022. The player was invited to confirm his attendance to a hearing.
31. In particular, the club alleged that the player is in breach of clauses 3.1.10, 3.1.6 and 3.1.3 of the contracts and indicated the possibility of sanctions, including warnings and dismissal.
32. On 25 October 2022 the player, via his lawyer, sent a correspondence to the club, indicating that he will attend the hearing "virtually", and represented by PFA delegate Mr Paul Raven. In this letter, the player noted that he was on loan and that, in fact, the only obligation existing between the parties was determined by art 9 of the contract (i.e. payment of salaries).

33. On 28 October 2022, the player accepted to undergo a medical assessment in England on 31 October 2022.
34. On 27 October 2022, the parties had a Hearing via Microsoft Teams (note: minutes of the hearing on file).
35. On 8 November 2022, the club notified the player of the outcome of the disciplinary hearing. In particular, the club's director decided to sanction the player with a termination of the contract.
36. In particular, the findings of the disciplinary decision indicated, inter alia, the following elements:
 - The player eventually returned for a medical assessment after the hearing was adjourned.
 - The player 's failure to return for a medical assessment breached multiple contractual obligations.
 - The player conduct is considered persistent and serious, demonstrating a disregard for contractual obligations and a lack of understanding of the gravity of the situation.
 - The club had a reasonable interest in ensuring the proper diagnosis and treatment of the employee's injury.
 - The player 's actions caused harm and prejudice to the club's interests.
 - The player belated return on 31 October 2022 is welcomed, but it does not rectify the earlier breaches of contractual terms, as *"matters have simply gone too far at this point"*.
 - The relationship of trust and confidence between the player and the club has been seriously undermined.
37. The disciplinary procedure included the following appeal notice:

"Should you wish to appeal, then you must submit your notice of appeal to the Club and the League within fourteen (14) days of receipt of this letter – by Tuesday 22 November 2022."
38. On 21 November 2022, the player, via his lawyer, sent a statement to appeal the disciplinary decision.
39. On 29 November 2022, via the law firm "Sheridans", sent a letter to the player, indicating, *inter alia*, that the statement of appeal *"does not appear to have been separately served on the EFL"* and therefore the player *"has failed to comply with the requirements for appealing the Decision before the expiry of the deadline."*
40. In this letter, the club also stated that it considered the matter to be *"closed"*.
41. On 29 November 2022, the club sent a letter to the player for the *"arrangements for termination"*, indicating that it will pay his salaries from 8 to 22 November 2022, by reference to a weekly wage of GBP 5,000 gross.
42. The player concluded an employment contract with the Belgian club, Royal Lierse Sportkring NV, valid as from 1 July 2023 until 30 June 2025.
43. Accordingly, the player was entitled to, *inter alia*, to the following remunerations:
 - Second division: EUR 6,750 gross per month.
 - First division: EUR 8,750 gross per month.

II. Proceedings before FIFA

44. On 4 May 2023, the player lodged a claim before FIFA for breach of contract without just cause.
45. In this regard, the player requested the payment of compensation in the amount of GBP 1,069,703, plus 5% interest p.a. as from the date of termination of the contract, detailed as follows:
- GBP 758,181 for the residual value of the contract;
 - GBP 75,818 for the specificity of sport, corresponding to 10% of the residual value of the contract;
 - GBP 235,704 for additional compensation under art. 337c of the Swiss Code of Obligations), corresponding to 6 monthly salaries
46. In this respect, the player considered that his salary was GBP 9,500 per month (equivalent to GBP 38,000 per month), and explained that, from 15 July 2021 until 22 November 2022, the club paid him GBP 21,227.66 in his pension fund. Thus, in his view "an amount of $(21,227.66 / 496) \times 30 = \text{GBP } 1,284$ per month should be added to the Player's monthly income." In support of his allegation, the player attached a copy from "Broadstone Corporate Benefits" dated 8 March 2023, indicating that the value of his "Mobius Life" fund is GBP 21,227.66.
47. Thus, the player argued that his monthly gross salary was $\text{GBP } 38,000 + \text{GBP } 1,284 = \text{GBP } 39,284$.
48. Therefore, the player calculated the residual value of the contract as follows:
- 22/11/2022 – 30/11/2022: $(\text{GBP } 39,284 / 30 \text{ days}) \times 9 \text{ days} = \text{GBP } 11,785$
 - 01/12/2022 – 30/06/2024: $(\text{GBP } 39,284 \times 19 \text{ months}) = \text{GBP } 746,396$
 - Total = $\text{GBP } 11,785 + \text{GBP } 746,396 = \text{GBP } 758,181$
49. On subsidiary basis, "if the DRC would consider that the Player's residual salary under the Amended Contract should be taken into account for the calculation of breach of contract", he presented the following alternative calculations:
- 22/11/2022 – 30/11/2022: $(\text{GBP } 31,284 / 30 \text{ days}) \times 9 \text{ days} = \text{GBP } 9,385$
 - 01/12/2022 – 30/06/2024: $(\text{GBP } 31,284 \times 19 \text{ months}) = \text{GBP } 594,396$
 - Total = $\text{GBP } 9,385 + \text{GBP } 594,396 = \text{GBP } 603,781$
- Or, more subsidiarily:
- 22/11/2022 – 30/11/2022: $(\text{GBP } 21,284 / 30 \text{ days}) \times 9 \text{ days} = \text{GBP } 6,385$
 - 01/12/2022 – 30/06/2024: $(\text{GBP } 21,284 \times 19 \text{ months}) = \text{GBP } 404,396$
 - Total = $\text{GBP } 6,385 + \text{GBP } 404,396 = \text{GBP } 410,781$
50. The player argued that the club terminated the contract without just cause.
51. In particular, the player considered that his alleged failure to return for a medical examination when out on loan is not a sufficiently serious breach of his contractual obligations nor does it amount to objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue. The player underlined that termination of a contract should always be an action of last resort (an "*ultima ratio*" action)
52. According to the player, he was almost never selected to play official games with the first team

squad, was forced to train extra on his own several times a day and was prohibited to travel back home during his free time to see his family.

53. The club failed to provide its reply in the FIFA Legal Portal.

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 4 May 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.
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 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 Belgium and a club from England.
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 4 May 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.
7. In particular, the Chamber noted that the player lodged a claim before FIFA against the club for breach of contract without just cause.
8. On the other hand, the Chamber observed that the club failed to provide its reply in the FIFA Legal Portal, as required by art. 10 of the Procedural Rules, which establishes that *"All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal)"*.
9. Given the lack of reply of the Respondent, the Chamber referred to art. 21 par. 1 of the Procedural Rules, according to which *"If the respondent(s) fail(s) to submit a response to the claim within the time limit, a decision will be made based on the file"*.
10. The Chamber understood that the case at hand revolves around the unilateral termination by the Respondent of the employment contract via a disciplinary decision, which was issued on 8 November 2022.
11. Within this context, the Chamber noted that the player had a contract with the Respondent until 30 June 2024. Nevertheless, from 31 January 2022 until 30 June 2023, he was on loan with the Belgian club, Molenbeek.
12. The Chamber then observed that player was injured during a training with Molenbeek on 9 July 2022.
13. In this respect, the Chamber noted that, from the loan agreement between Molenbeek and the Respondent, it does appear that the Belgian club had a duty to notify in writing the [Barnsley] medical team as soon as possible following any injury and provide the [Barnsley] medical team with all information pertaining to the injury. From the information on file, the Chamber confirmed that Molenbeek diligently informed the Respondent and this is in fact acknowledged in the latter's disciplinary decision.
14. However, in the disciplinary decision, the Respondent elaborated on the player's delays to join the club for a medical examination, although acknowledged that, ultimately, it took place on 31 October 2022. The club argued that, at that point, *"matters have simply gone too far"*.
15. At this point, the Chamber underlined that the player was on loan at Molenbeek. Under such circumstances, the Chamber understood that the player's obligations towards Barnsley are governed by the terms and conditions of the loan agreement itself.
16. In this regard, the Chamber quoted Art. 19 of the loan agreement, which stipulated the following:

"19. [Molenbeek] provides permission for the Player to return to [Barnsley] during the Loan Period for the purposes of performing medical assessments upon dates which will be determined and confirmed at a

later date, or as mutually agreed in writing by [Barnsley] and [Molenbeek] (with both parties acting in good faith).

17. Therefore, in line with the aforementioned clause, the Chamber confirmed that Barnsley had indeed a right to follow-up the player's medical condition during the loan and granted a right to determine a date for the medical reviews, but also imposed an obligation to Barnsley to act in good faith.
18. Under these circumstances, the Chamber noted the following timeline:
 - The player was injured on 9 July 2022,
 - Molenbeek duly informed Barnsley about the injury on 13 July 2022, i.e. 4 days after the injury;
 - On 15 August, i.e. more than a month after the letter of Molenbeek, Barnsley requested the player to return within only 2 days;
 - In subsequent letters, the player agreed to return but demanded more time due to family and medical duties,
 - Ultimately, the player returned for a medical check on 31 October 2022.
 - After the end of the loan, the player would have presumably returned to Barnsley on 1 July 2023.
19. With this timeline in mind, the Chamber remarked that the short notice period given by Barnsley on the player could be seen as placing undue pressure on the player and not considering his individual circumstances. The Chamber further elaborated that this short notice is also inconsistent with the fact that it took more than a month to Barnsley to react on the player's injury, which was duly informed by Molenbeek.
20. In addition, the Chamber considered that it is also concerning why Barnsley started to impose a sense of urgency on reviewing the player's medical condition, despite initially not doing so. Under the loan arrangement, the "parent" club (in this case, Barnsley) retained certain rights and interests in the player, including periodic reviews of the player's condition. However, these rights and interests should be exercised within the framework of the loan agreement and in consideration of the player's obligations and circumstances with the loaning club.
21. In the opinion of the Chamber, given the contents of both the loan agreement (which established that "the Player will be registered on the medical care scheme of [Molenbeek]") and the Molenbeek employment contract, which established in its art. 6 that "the player was *"free to consult or seek the care of any physician or specialist of his or her choice, at his own expense, risk and peril"*, it would appear that the club that would primarily take over the duty of assisting the playing in his medical issues would be Molenbeek. As a result, Barnsley's involvement in the player's medical issues may be secondary or limited due to its role as "parent club", This implies that Molenbeek had the *primary* authority and responsibility for managing the player's medical care, treatment, and rehabilitation.
22. In light of this, the Chamber determined that the actions of Barnsley in insisting on reviewing the player's medical condition and imposing short notice periods to return appear to be excessive and can even be seen as a departure from the principles of good faith. The Chamber considered that

Barnsley excessively periodized its own terms and deadlines, without making sufficient efforts to accommodate the player's requests.

23. In this context, the Chamber emphasised that only a breach or misconduct which is of a certain severity justifies the termination of a contract. Only when there are objective criteria which do not reasonably permit to expect a 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 always only be an *ultima ratio*.
24. In this case, given the context of the player's loan towards another club, simultaneously paired with the fact that the player ultimately returned for a medical check on 31 October 2022 while he would have in any case returned to play for Barnsley only on 1 July 2023, the Chamber considered that the club did not comply with the principle of *ultima ratio*. Indeed, given that the player's return to Barnsley was scheduled for several months later, the Chamber understood that this club should have imposed less severe measures to terminate the contract. The Chamber was of the firm opinion that Barnsley had an obligation to explore less severe measures and consider the player's circumstances within the loan framework before resorting to termination.
25. The foregoing having been said, the Chamber went on to analyse the disciplinary procedure and decision rendered by the club.
26. *Prima facie*, the Chamber acknowledged that the disciplinary procedure engaged by Barnsley seems to have been conducted in a legitimate manner to the extent that the player was afforded the opportunity to present his case and be heard. However, the Chamber also deemed fundamental to note that, in any case, under such procedure the player was subject to a unilateral decision made by the club's management. The Chamber thus considered that this situation inherently creates an imbalance of power, as the club acts as both a party to the dispute and the decision-maker. The Chamber thus observed that under no circumstance this disciplinary procedure is comparable to a fair trial, as it is only a reflection of the club's unilateral decisions.
27. Thus, the Chamber considered that the disciplinary decision, despite its apparent exhaustivity, fails to provide specific legal or contractual grounds for the termination. The Chamber in particular observed that it does not include clear and concrete contractual and legal references for the termination. The Chamber also observed that the decision is insufficiently based on objective criteria, as it does not adequately cite specific articles or provisions that would warrant a particular consequence.
28. In the absence of specific legal or contractual provisions, the decision appears to be arbitrary and therefore without just cause. As a result, the player is entitled to compensation.

ii. Consequences

29. 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 the Respondent.
30. Having stated the above, 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.
31. 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.
32. As a consequence, the members of the Chamber determined that the amount of compensation payable by the club 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.
33. 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.
34. In this respect, the Chamber noted that the player contended that his salary was GBP 9,500 per week. However, the Chamber also observed that the parties concluded an amended contract lowering the salary to GBP 7,500 per week, or even "£5,000 (Five Thousand Pounds) per week from 1st July of the respective Season if the club competes in the League one, League two or National League.
35. In relation to said circumstances, the Chamber took note of the player's allegation, according to which he was "forced" to sign the amended contract.
36. However, after analysing the documentation on file, the Chamber observed that there is no clear evidence of duress. In fact, the Chamber rather considered that, instead of, the lowering of the salary is rather part of the transaction agreed for the player's temporary transfer to Molenbeek (where, in addition

to his salary with Barnsley, he would also receive EUR 1,750). Thereby, the Chamber considered that the player's salary was not significantly lowered by the amended contract, but rather divided between Barnsley and Molenbeek.

37. As to the conditional clause, at the date of signature of the amended contract, i.e. 30 June 2022, Barnsley competed (season 2021-2022) in the EFL Championship (England's Second Tier after the Premier League), but for the season 2022-2023, it was relegated to the EFL League One (Third Tier). The Chamber also verified that the club will continue to compete in the EFL League One during the season 2023-2024.
38. Therefore, in compliance with this contract, the Chamber established that the player's salary would be GBP 5,000 per week for the rest of the contract (i.e. until 30 June 2024), which is also implicitly acknowledged by the player in his claim.
39. Moreover, the Chamber observed that the club paid the player's salaries until 22 November 2022, although the contract was terminated on 8 November 2022.
40. All in all, the Chamber calculated that, from 22 November 2022 until 30 June 2024, the player would earn approx. $84 \times 5,000 = \text{GBP } 420,000$, which corresponds to the residual value of the contract.
41. Consequently, the Chamber concluded that the amount of GBP 420,000 serves as the basis for the determination of the amount of compensation for breach of contract.
42. 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.
43. Indeed, the player found employment with Royal Lierse Sportkring NV, for a monthly salary of "Second division: EUR 6,750 gross per month" or "First division: EUR 8,750 gross per month." After verifying the information on file as well as publicly available sources, the Chamber understood that, during the applicable period, the player would earn EUR 6,750 per month.
44. Thus, the Chamber calculated that, from 1 July 2023 until 30 June 2024 (i.e. the overlapping period), the player would earn $12 \times 6,750 = \text{EUR } 81,000$, which is equivalent to approx. GBP 70,000. Therefore, the Chamber concluded that the player mitigated his damages in the said amount of GBP 70,000.
45. 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 GBP 350,000 to the player (i.e. GBP 420,000 - GBP 70,000), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

46. Lastly, 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 the date of termination of the contract until the date of effective payment.
47. The Chamber also considered the player's assertion that his expected pension fund contributions should be included in the residual value of the contract.
48. However, in relation to said request, the Chamber considered that the player's calculation is purely speculative, as it does not provide specific details regarding the actual contributions made by the club. Furthermore, although the applicable contract stipulates a minimum contribution to be paid to the relevant pension fund, the Chamber highlighted that this contribution is not directly payable to the player's bank account but rather to an investment trust. Consequently, the Chamber rejected this part of the player's claim insofar the FIFA Football Tribunal is not competent to order a payment to an investment trust.

iii. Compliance with monetary decisions

49. 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.
50. 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.
51. 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.
52. 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.
53. 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

54. 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.
55. 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.
56. 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, Mamadou Obbi Oulare, is partially accepted.
2. The Respondent, Barnsley FC, must pay to the Claimant the amount of **GBP 350,000 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 8 November 2022 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. 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.
6. 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.
7. 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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