

Decision of the Dispute Resolution Chamber

passed on 2 August 2023

regarding an employment-related dispute concerning
the player Sebastián Gerardo Piriz Rivas

COMPOSITION:

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

CLAIMANT/COUNTER-RESPONDENT:

Sanat Naft Abadan FC, IR Iran

RESPONDENT/COUNTER-CLAIMANT:

Sebastian Gerardo Piriz Rivas, Uruguay
Represented by Alfonso Vargas Cuadrado

INTERVENING PARTY:

Clube Atlético Terremoto, Uruguay
Represented by Agustín Villar

I. Facts of the case

1. On 10 December 2022, Sanat Naft Abadan FC from IR Iran (hereinafter: *the club*) and the Uruguayan player Sebastian Gerardo Piriz Rivas (hereinafter: *the player*) concluded an employment contract (hereinafter: *the contract*) valid as from the same date until “the end of the season 2022-2023”.
2. The contract further states that it was valid “for 1 football season according to IRIFF football calendar”.
3. Article 2 of the contract further contains the following provision:

“If the team stays in the premier league and the player plays at least 70 % of the total minutes of the remaining matches and his performance will be satisfactory, the contract will be automatically extended for the next season (2023-2024) The monthly salary will be 10000 USD for every month”.

4. Pursuant to the information available in the Transfer Matching System (TMS), the relevant seasons in Iran were as follows:
 - a. Season 2022/2023: From 21 June 2022 to 20 May 2023.
 - b. Season 2023/2024: from 10 June 2023 to 10 June 2024.
5. According to the contract, the Respondent undertook to pay the Claimant a total fee for the season 2022/2023 of USD 50,000 USD net, payable as follows:
 - USD 8,000 “after signing the contract”;
 - USD 7,000 “as monthly salary for 6 months” .

6. The contract further establishes the following bonuses in favour of the player:

“Bonuses and Rewards

1- Bonus of 5000 USD if the club stays in the premier league

2- Bonus of 500 USD for every game we win when the player is in the match

3- Bonus of 300 USD for every game which the player is playing and the team doesn't receive a goal

4- Bonus of 100 USD for every game the player is in the match no matter the team loses or wins”.

7. Article 4 of the contract reads as follows:

"Article 4 Club's responsibility

1- On time payment

2- Providing sport wears

3-Providing sport insurance

4-Providing a suitable full furnished flat with daily food (breakfast, lunch and dinner).for the player and his family

5-Bonus of victories according to the regulation of the club

6- One round trip tickets from Abadan to Uruguay for player".

8. By handwritten statement dated 20 February 2023, the player declared that he would accompany his wife to Tehran so she could fly to Uruguay, since she was pregnant. The player undertook to return and attend a training session on 23 February 2023.
9. On 13 March 2023, the player played for the club against club Malavan. Per the evidence on file, no further matches were played until 31 March 2023.
10. On 15 March 2023, the player wrote to the club asking for a 17-day rest to go back to his country to be with his pregnant wife during the delivery of his daughter, starting on 19 March 2023 and finishing on 6 April 2023. The player further claimed that there was a break for the player between 8 March and 31 March.
11. On 19 March 2023, the player travelled to Uruguay.
12. On 20 March 2023, the player put the club in default for payment of USD 72,775 net, broken down as follows, granting the club with 15 days to cure the breach:
 - USD 21,000 as salaries of January, February and March 2023;
 - USD 700 for 7 matches played;
 - USD 800 for 2 tied matches;
 - USD 240 for visa costs of the player and his wife;
 - USD 4,435 as flight tickets between Iran and Uruguay;
 - USD 3,600 for psychiatrist fees.
 - USD 42,000 as moral damages.
13. In the same notice, the player further stated as follows:

"With this letter I summon you and warn you that the maintenance of the overdue is a just and valid cause to terminate the employment contract that bind us, and that you are severely damaging my person and integrity this and others serious breaches of our contract. The obligation to pay the player's salaries, my main and only income, is one of your essential obligation and inherent to any professional football contract, as provided by the FIFA regulations. Besides such main obligation, your Club has breached other basic and fundamental contract obligations given as an example, inhuman and unfit physical place for

training that your Club provided means your professional player. Your Club also as another example your main breaches of our contract, provide me from the beginning until today, inadequate and unhealthy diet, us only rice to eat almost all the days from the beginning of my contract. And still worst, when I asked please that your Club, instead of buying rice or another inappropriate food, provide me such money to myself buy better food and that I was willing to cook it myself. Because all this horrible situation your Club caused by your lack of achievement, I suffered a lot and fall in a big depression. Since 3,5 months, I'm been treated by remote mode 2 sessions per week, with a private psychiatrist based in Uruguay, who is being paid by my parent's until today, accordingly to detail previously. For your information, all the bellow mentioned breaches of your Club, and the consequences damages to myself, have documentary evidence".

14. On 31 March 2023, the player was absent in a match against club Sepahan.
15. On 11 April 2023, the player terminated the contract. His letter reads as follows for completion (quoted *verbatim*):

According to previous letters sent to the Club and you (Letter dated and send, last Monday 20th March 2023 and Letter dated and send last Saturday 25th March 2023 in response to your whatsapp sended message the last Friday 24th2023, from your cell phone +98 916 118 76 95 and received in my cell phone + 598 99 622 674, that textually said: "Hi dear Sir, You are kindly requested to advise Sebastian Piriz to return to the teams's training which started today. Otherwise the club will have to take some disciplinary actions in this regard".

WITH this letter I'm formally notify your Club of my decision to unilaterally terminate my employment contract with the Club, AS OF TODAY, for justified cause, and also notify your Club with this same letter, that I will claim before FIFA's all my rights to finally receive full compensation for the damages for breach of contract caused by the Club-your Club's debts you owe me, salaries, tied matches, visas costs of my wife and me, flying tickets of my wife and me, psychiatrist fees, moral damages, and the rest of my assets agreed in our contract, plus interests (5% rate monthly capitalizable until concrete payment and costs and fees of my lawyer for his work in Fifa's and /or CAS procedure-,in accordance with article 12bis, 14 and 14 bis, 17 and others, of the FIFA Regulations on the Status and Transfer of Players (edition 2022 or before edition) and/or CAS Regulations".

16. On 8 June 2023, the Uruguayan Football Association (AUF) entered a transfer instruction in TMS on behalf of the Uruguayan club, Clube Atlético Terremoto (hereinafter: CAT) to engage the player as an amateur. The transfer was concluded without distinctive issues and the player registered with CAT following the delivery of the ITC from the Iranian Football Federation (IRIFF) to the AUF.

II. Proceedings before FIFA

17. On 18 April 2023, the club filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Claim of the club

18. The club explained that on 15 March 2023, the player sent an email to the club asking for a 17-day rest to go back to his country to be with his pregnant wife during the delivery. The club clarified that it was unable to grant this request due to important matches on 31 March and 6 April. Nonetheless, the club stated that the player returned to his country on 19 March 2023 without the approval of the club and did not return.

19. With regards to the player's default notice, the club argued as follows:

"Please find the following explanations in response to the above mentioned claims by the player.

The player has claimed that the club has not paid the three months' salary to him; January, February and March.

We draw your attention to the attached documents regarding the cash receipt for January and February salaries signed by the player.

According to the contract the salary of March was supposed to be paid at end of March which the player left the club on 19 March.

The player has claimed the cost of the tickets for traveling to Iran and return while in part 6 of article 4 , the club is only obliged to provide one round ticket for the player alone.

The player has claimed for \$800 for two draw matches which is not included in part Cove article 3.

The player has claimed for psychological treatment he has received while his mental health was in stable condition until the last training session on 19 March 2023 exactly one day before he put the claim against the club.

The player has claimed \$42000 as moral damages he has suffered from the beginning. We are just wondering how he has calculated that figure.

The player has claimed about the quality of the food which was provided by the club. Our daily food which was served to him and his food is the same wife which all the players and coaches eat and is mainly based on meat, chicken, fish and rice.

7- The player has claimed about the condition of the training field, which is approved by the AFC related committee who issues the annual professional license for the clubs.

The player has finally referred to Article 14bis concluding his early termination of the contract is based on a "just cause".

Once again we emphasize that according to the attached financial documents, the player is giving incorrect information in this regard."

20. As to the termination of the contract, the club argued as follows:

The true reason the player terminated his contract is only the emotional decision he took to be with his wife at the moment of his child birth.

The club did everything to help the player in this regard.

Helping his wife to travel to Iran and return, providing a large 3 bedroom villa house in the oil company residential area, daily food and etc. are examples of the club's hospitality towards the player and his wife.

Unfortunately the player couldn't get along this fact that he has an obligation to his club and content of his contract.

Certainly he was aware from the time he started his negotiation with the club and later signing his contract that his wife is pregnant.

He should have known that what kinds of limitations a professional contract in overseas might affect his personal life.

On the other hand he never came to the club trying to find a resolution for his problem through a mutual agreement for terminating the contract.

It is obvious that the player has breached his contract without any just cause and put the team in a very difficult situation because when he left, the club was not able to replace him with a new player due to the closed transferring period".

21. The club filed the following request for relief:

"In this regard the club raise a claim against Mr. Sebastian Gerardo Piriz Rivas to pay 50000 USD as the damages to the club due to his early termination of the contract for season 2023-2024."

b. Reply and counterclaim of the player

22. The player filed his statement of claim and a counterclaim against the club. His position can be summarized as follows:

- ➔ The player stated that he played 7 matches with the club, which meets the threshold of article 2 of the contract, in that this was renewed for the season 2023/2024.
- ➔ The player had an injury which was untreated by the club, which prevented him to further play for the club. It is to be notice that no evidence in this respect was filed by the player.
- ➔ The club failed to fulfil its financial obligations and other main obligations of the employment contract, in that the club only paid the player the bonus for signing the contract and his first month's salary. The club never paid the player any other month's salary or bonuses and rewards, visa costs, and airplane tickets. As to the cash receipts, the player stated as follows:

"First, the Club surprisingly and again with bad faith, attached only 1 receipt dated 14th January 2023 of USD 8.000. Thus, was the first payment I received by the Club, as I refer over article 3 A.1) for signing the contract. The Club instead of paying the player at the moment, that the contract was signed, last 10th December 2022, [paid] him at it's first contract breach, 1 month and 4 days what was agreed. The first month salary of USD 7.000, from 10th December 2022 to 10th of January 2023, was paid also late, instead of paying it, in the 10th of January 2023, in another contract breach, was paid, in the 19th February 2023, so again, 1 month and 9 days after expiration. Those two payments, were unfortunately the only two payments he received from the Club, in all his period with it, because of its permanently salaries breaches among other main contractual obligations, and so, the player had really no choice, but exercise its rights."

- ➔ The player claims that he sent an email to the club on 15 March 2023 asking for a rest to go back to his country to be with his pregnant wife. He claims that he was given permission to travel by the club's General Secretary and that he left a letter with the administrative staff and also sent it formally to the club's official email. The player also claims that he had a conversation with the new coach who said "No problem and good luck, Sebastian". It is to be noted that in support of the foregoing, the player filed untranslated evidence as well as unsigned witness statement of former coach of the club.
- ➔ The club breached several other main contractual obligations, such as providing inadequate living conditions and food for professional performance.

- ➔ The player exercised his right to unilaterally terminate the contract with just cause due to the club's constant breaches of its financial obligations and other main contractual obligations.
 - ➔ In summary, the player argues that the club breached its contractual obligations and failed to fulfill its financial obligations, which led him to unilaterally terminate the contract with just cause.
23. The total amount claimed by the player is USD 249,675 plus interests at a 5% annual rate since the maturity of each monthly payment. This amount includes the following, as textually specified by the player:
- Salaries:
 - a. USD 28,000 for three months of unpaid salaries, and
 - b. USD 42,000 as a fee for six months of salaries for the breaches and bad faith of the club.
 - c. USD 60,700 for six months of salaries due to the loss of chance of the player because of the automatic extension contract and
 - d. USD 60,000 as a fee for six months of salaries for the breaches and bad faith of the club.
 - Bonuses: USD 700 for seven matches played.
 - Visas, airplane tickets, and medical costs: USD 240 for two visas, USD 4,435 for airplane tickets for the player and his wife, and USD 3,600 for psychiatrist fees.
 - Moral damages: USD 50,000.
24. It is to be noted that no evidence of plane tickets, visa costs, or and medical expenses incurred by the player have been filed.

c. Reply to the counterclaim by the club

25. In his reply to the counterclaim, the club filed a short statement, reproduced in full below:

"1- It is obvious that the player either misunderstands the concept of "just cause" and the legal procedures to terminate a contract, or pretends that he is misunderstood.

2- The just and only reason the player breached his contract and left the club when we needed him in a very hard situation struggling to stay at the premier league, was the fact that his child was going to be born and he wanted to be at home at the time of the child delivery.

3- The counter claim of the player is nothing but false information and lame excuses Sanat Naft Abadan FC does not belong to any individuals, including its president or his family, and is managed by a board of directors, represented by a general manager which is neither a God nor a Devil as the player has expressed in his claim.

4- The player in item number 5 of his claim mentions about Article #2 of his contract as below:
* note: If the team stays in the premier league and the player plays at least 0% of the total minutes of the remaining matches and his performance will be satisfactory, the contract will be automatically extended for the season (2023-2024), the monthly salary will be 10000 USD for every month.

Unfortunately the player once again does not understand that the extension of the contract is related to playing at least 70% of the matches, while he preferred to join his wife for the child born instead of staying with his team and fight for it.

5- The player has used the words, club's "bad faith" several times in his claim.
We can only ask him to refresh his memory the time that the club did everything to bring his pregnant wife to Abadan safe and sound and provided his family a 1000 m2 garden house and daily food and free shopping.

6- Beside Mr. Sebastian Piriz, the club had contract with a Brazilian head coach and his assistant plus 3 other foreign players from Tajikistan, Iraq and Uzbekistan.

A copy of their final financial reports is attached to prove that the club has always full filled his obligations to its players and coaches in order to make them feel satisfied for being a member of Sanat Naft Abadan FC .

7- It is necessary to explain that there are two types of rewards at the club,
a- Eventual Rewards which are determined and paid after a winning match.
b- Procedural rewards which are mentioned in the player's contract and will be computed and paid at the end of the season.

Unfortunately the player did not stay long enough to receive his procedural rewards.

8- The player and his lawyer claim several times that they had send notification letter to the club concerning the termination of the contract.

It appears that they might have neglected the fact that they had to send these notifications to the club before leaving the club on 18 march 2023 instead of sending claim on 20 March 2023.

Finally the club once again claims that when the player Sebastian Piriz breached his contract and left Iran due to an emotional decision, he made the situation worse because by his leaving he made mental damages to the unity of the team and club was forced to buy another player to substitute him. Therefore the club still consists to receive 50000 USD as remuneration money from the player."

d. Position of CAT

26. Upon being called as a party to the proceedings by the FIFA general secretariat, CAT filed a position submission, summarized as follows. CAT requested that FIFA dismisses the case against it and that the club and the player bear the costs of the proceedings.

- **Status of the club:** CAT claims to be a purely amateur club in the sense of the Regulations on the Status and Transfer of Players (RSTP), meaning that it does not have any legal, economic, or *de facto* link with a professional club, that it can only register amateur players, and that it has never registered any professional players in its history. CAT provides a certificate from the AUF to prove its amateur status. It also states that it has never participated in the professional divisions of Uruguayan football, and that it has no budget to pay any salaries to its players. CAT argues that as an amateur club, it should not be held responsible for the stability of contractual relations, and that it should not be subject to the joint liability of article 17.2 RSTP. The club invokes the article 3.2 RSTP, which states that no compensation is payable in the case of reacquisition of amateur status by a player.
- **Contact with the player:** CAT asserted that it only contacted the player in June 2023, after he had terminated his contract with the club. CAT provides WhatsApp conversations between the player and a collaborator of the club and the coach of the club, both certified by a notary, to support its position. CAT detailed that the first contact took place on 6 June 2023, when the player was informed of the place and time of his first training session with CAT. It also notes that the coach asked the player for photos of his identity card and fitness certificate on 7 June 2023 and invited him to join the WhatsApp group of the team on 8 June 2023. CAT states that on 12 June 2023, the coach informed the player that his ITC had been received and welcomed him officially to CAT. CAT concludes that there is no reasonable doubt that there were no previous contacts before 6 June 2023 between the player and anyone related to CAT.
- **The contract between the player and his former club:** CAT argues that the contract between the player and the club expired on 20 May 2023, according to the IRIFF. CAT cites in this respect a certificate from the AUF, based on the binding information declared by the IRIFF in TMS. CAT also contends that the player notified his former club of his intention to terminate the contract with just cause on 11 April 2023, after a previous notice on 20 March 2023. CAT maintains that it is impossible that it could have influenced the contractual termination, since it only contacted the player in June 2023, after he had ended his contractual relationship with the club. CAT denies any involvement or knowledge of the contractual dispute between the player and his former club.
- **The process of issuing the ITC:** CAT explains that it requested the ITC from the IRIFF on 10 June 2023, after the player signed an amateur form with CAT. It further states that

the IRIFF issued the ITC without any objection or comment, and declared that the player's registration was cancelled on 22 May 2023. CAT claims that this confirms that there was no opposition from the former club or its federation at the time of issuing the ITC, and that it prevented CAT from knowing the true contractual situation of the player. CAT accuses the club and its federation of acting in bad faith and inducing CAT into error. The club also highlights that the ITC was registered in the AUF on 12 June 2023, which was already in the 2023/2024 season in Iran. The club concludes that it cannot be held jointly liable for a contractual breach that occurred before it contacted and registered the player.

- **The joint liability of article 17.2 of the FIFA Regulations:** CAT challenges the applicability of this article, claiming that it did not benefit from the contractual breach of the player, that it registered the player as an amateur, and that it had no contact with the player before his contract expired. The club cites Swiss law, the FIFA Commentary on the RSTP and CAS jurisprudence to support its position.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

27. 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 18 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.
28. 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 (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 Uruguay and a club from IR Iran, with the involvement of an Uruguayan club.
29. 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 18 April 2023, the October 2022 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

30. 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

31. 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

32. 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 club against a player for breach of contract, with a corresponding counterclaim.
33. The Chamber further highlighted that the parties do not dispute that the contract was renewed for the season 2023/2024, but contend if (a) the player was authorized to leave to Uruguay and (b) if the player had just cause to terminate the contract, and the corresponding consequences.
34. In this context, the Chamber proceeded to examine these questions.

Was the player authorized to leave Iran?

35. According to the player, the club authorized him to leave, via text messages from a club official and the new head coach. On the other hand, the club denies giving the player permission to travel. The club claims that it was not able to give the player rest from 19 March 2023 until 6 April 2023 because there were two very important matches to be played, respectively on 31 March and 6 April. The club also claims that it considered at least two weeks' time for fitness individual training for the player after coming back from his rest.
36. In assessing this part of the dispute, the Chamber noted that the evidence to support the player's authorization is of little credibility: firstly, the untranslated *WhatsApp* messages filed by the player in support of his position cannot be considered since they lacked the corresponding translation cf. article 13 par. 1 of the Procedural Rules. Secondly, the witness statement of the former head coach is unsigned.
37. At the same time, the DRC was mindful that the club never requested the player to come back, except for a text message addressed to the player's lawyer, as recognized by the same in the termination notice.
38. On balance and considering the absolute lack of evidence of the authorization in support of the player's position, the DRC decided that the player did not have authorization to leave the club. However, as it will be further detailed below, the Chamber also found this immaterial to the issue of the termination.

Did the player have just cause to terminate the contract?

39. In his default notice, the player sought the following concepts:

- USD 21,000 as salaries of January, February and March 2023;
 - USD 700 for 7 matches played;
 - USD 800 for 2 tied matches;
 - USD 240 for visa costs of the player and his wife;
 - USD 4,435 as flight tickets between Iran and Uruguay;
 - USD 3,600 for psychiatrist fees;
 - USD 42,000 as moral damages.
40. The DRC then proceeded to examine if the player was entitled to the amounts he ultimately used to justify the early termination of the contract ahead of the 2023/2024 season. In doing so, the Chamber found that the visa, plane tickets and medical fees are not supported by any evidence, and as such these claims of the player could only be disregarded. By the same token, the DRC decided that the moral damages sought by the player lacked legal basis, and consequently they were equally dismissed – moreover due to the fact that they remained unproven.
41. Therefore, the only concepts left for the Chamber to consider were the bonuses and salaries.
42. The player explained in his submissions that the salaries were due every 10th day of the month because the contract started on 10 December 2022. However, the DRC found that there is no contractual provision to support this position, since no due dates are listed in the contract. In fact, the DRC remarked that the only explanation found in the contract as to the due dates is that of the sign-on fee, which was payable upon signature of the contract - and the remainder on a monthly basis.
43. As such, and considering the jurisprudence of the DRC, the Chamber concluded that the salaries were due by the end of each month. In this respect, the DRC noted that the contract would originally run until 20 May 2023.
44. On this basis, the DRC came to the conclusion that the club should have paid the player as follows:

Concept	Amount	Due date
Sign-on fee	USD 8,000	10 December 2022
Salary December 2022	USD 7,000	31 December 2022
Salary January 2023	USD 7,000	31 January 2023
Salary February 2023	USD 7,000	28 February 2023
Salary March 2023	USD 7,000	31 March 2023
Salary April 2023	USD 7,000	30 April 2023
Salary May 2023	USD 7,000	20 May 2023

45. In continuation, the Chamber observed that the player does not contest the authenticity of the cash receipts filed by the club; he only claims that these were late payments. In turn, the club does not dispute the amounts claimed by the player as bonuses (USD 700 for 7 matches plus USD 800 for 2 draws).
46. Having the above in mind, the DRC underscored that the burden of proof lies with the club to demonstrate the correct payment of the player's remuneration.
47. Considering the foregoing, the DRC was of the opinion that by the time of the default notice on 20 March 2023, the March salary was not yet due, meaning that the player should have received, by that time, USD 29,000 which corresponded to three salaries (December 2022, January 2023, and February 2023) plus the sign-on fee. At the same time, the evidence on file shows the following payments, which are confirmed by the player:
 - USD 8,000 on 14 January 2023.
 - USD 100 on 13 February 2023.
 - USD 7,000 on 19 February 2023.
48. This means – so stated the Chamber – that slightly below two salaries were owed to the player: USD 29,000 minus 15,100 equals USD 13,900. As a consequence, the Chamber found that because of the narrow wording of art. 14bis of the Regulations and as two entire salaries were not due to the player by the time of default notice, the application of said article cannot take place in this case, and the player cannot justify the termination on these grounds.
49. However, while the amounts do not meet the criteria of art. 14bis of the Regulations, the Chamber could not overlook that by adding the bonuses and considering the rather late payments made by the club, the DRC found that that the player had just cause to terminate the contract on the basis of art. 14 of the Regulations. It followed that the claim of the club should be rejected entirely.

ii. Consequences

50. Having stated the above, the Chamber turned its attention to the question of the consequences of such unjustified breach of contract committed by the club. In doing so, the Chamber observed that while outstanding remuneration was due, the player's absence from Iran was not justified, and accordingly he should not be remunerated for this period..
51. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the contract at the moment of the termination, as follows. 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 one day after their respective due dates until the date of effective payment.

Concept	Amount	Due date	Interest as from
Balance salary January 2023	USD 6,900	31 January 2023	1 February 2023
Salary February 2023	USD 7,000	28 February 2023	1 March 2023
Salary March 2023 (pro-rata)	USD 4,433	31 March 2023	1 April 2023
Match bonuses	USD 1,500	n/a	11 April 2023

52. The DRC deemed important to highlight that as stated above no amounts should be awarded in respect of for flight tickets, medical expenses, visas, or moral damages.
53. 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.
54. 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.
55. 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.
56. 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, considering the undisputed extension of the contract. Consequently, the Chamber concluded that the amount of USD 131,433 (i.e., the pro rata salary of April 2023 (USD 4,433), plus the salary of May 2023 (USD 7,000), plus USD 120,000 for the season 2023/2024 (12 months à USD 10,000 each)) serves as the basis for the determination of the amount of compensation for breach of contract.

57. 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.
58. Indeed, the player found employment with CAT. In accordance with the pertinent information however, the player was engaged as an amateur player and therefore no mitigation should apply.
59. Subsequently, the Chamber referred to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an amount corresponding to three monthly salaries as additional compensation should the termination of the employment contract at stake be due to overdue payables. In the case at hand, the Chamber confirmed that the contract termination took place due to said reason i.e., overdue payables by the club, but confirmed that since no mitigation is applicable, equally no additional compensation can be awarded.
60. 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 USD 131,433, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
61. 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.

iii. Compliance with monetary decisions

62. 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.
63. 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.

64. 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.
65. 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.
66. 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

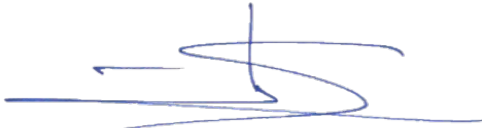
67. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
68. 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.
69. 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, Sanat Naft Abadan FC, is rejected.
2. The counterclaim of the Respondent/Counter-Claimant, Sebastian Gerardo Piriz Rivas, is partially accepted.
3. The Claimant/Counter-Respondent must pay to the Respondent/Counter-Claimant the following amount(s):
 - a. USD 6,900 as outstanding remuneration plus 5% interest *p.a.* as from 1 February 2023 until the date of effective payment;
 - b. USD 7,000 as outstanding remuneration plus 5% interest *p.a.* as from 1 March 2023 until the date of effective payment;
 - c. USD 4,433 as outstanding remuneration plus 5% interest *p.a.* as from 1 April 2023 until the date of effective payment;
 - d. USD 1,500 as outstanding remuneration plus 5% interest *p.a.* as from 11 April 2023 until the date of effective payment;
 - e. USD 131,433 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 11 April 2023 until the date of effective payment.
4. Any further claims of the Respondent/Counter-Claimant are 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 Claimant/Counter-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 Respondent/Counter-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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