

Decision of the Dispute Resolution Chamber

passed on 3 August 2023

regarding an employment-related dispute concerning the player Roger Junio Rodrigues Figueira

COMPOSITION:

Lívia SILVA KÄGI (Brazil & Switzerland), Deputy Chairwoman

Jorge GUTIÉRREZ (Costa Rica), Member

Stella MARIS JUNCOS (Argentina), Member

CLAIMANT / COUNTER-RESPONDENT 1:

Roger Junio Rodrigues Figueira, Brazil

Represented by Balta Dragos Law Office and Sila Lawyers

RESPONDENT / COUNTERCLAIMANT:

FC CFR 1907 Cluj, Romania

Represented by MCA Sports Law Llp

COUNTER-RESPONDENT 2:

Uta Arad, Romania

COUNTER-RESPONDENT 3:

St. Lőrinc KFT, Hungary

I. Introduction

1. The relevant parties to this dispute are:
 - the Brazilian player, Roger Junio Rodrigues Figueira (hereinafter: **the player** or **the Claimant / Counter-Respondent 1**);
 - the Romanian club, CFR 1907 Cluj (hereinafter: **CFR Cluj** or **the Respondent / Counterclaimant**);
 - the Romanian club, FC Uta Arad (hereinafter: **Uta Arad** or **Counter-Respondent 2**);
 - the Hungarian club, St. Lőrinc KFT (hereinafter: **St Lőrinc** or **Counter-Respondent 3**).
2. The player lodged a claim for breach of contract against CFR Cluj. Together with its reply, CFR Cluj submitted a counterclaim against the player, Uta Arad, and St Lőrinc.

II. Facts of the case

The previous employment relationship between the player and Uta Arad

3. In December 2020, the player entered into an employment agreement with Uta Arad valid as from 1 January 2021 until 30 June 2022.

The employment relationship between the player and CFR Cluj

- ***The Employment Contract***

4. On 19 January 2022, the player and CFR Cluj concluded an employment contract valid as from 1 July 2022 until 31 May 2025 (hereinafter: **the Employment Contract**).
5. Clause 2.4 of the Employment Contract reads as follows:

“The sports activity is to be carried out by [the player] at a high professional level, in order to achieve the sports performance objectives established and communicated by [CFR Cluj]’s management before each competition season for which the sports activity was concluded”.
6. According to clause 4.1 of the Employment Contract, CFR Cluj undertook to pay the player the following amounts *“until the 25th of the following month”*:
 - a. For the season 2022-2023: total remuneration of EUR 152,000 net, payable as follows: (i) EUR 20,000 on 5 February 2022; and (ii) EUR 132,000 in 12 monthly instalment of EUR 11,000 each from 25 August 2022.

- b. For the season 2023-2024: total remuneration of EUR 144,000 net, payable in 12 monthly instalment of EUR 12,000 each from 25 August 2023; and
 - c. For the season 2023-2024: total remuneration of EUR 143,000 net, payable in 11 monthly instalment of EUR 13,000 each from 25 August 2024.
7. Furthermore, according to clause 4.2 of the Employment Contract, the player would be entitled to *inter alia* the following bonuses:
 - a. EUR 1,000 "*for each official game won at the first team in the national championship, for a titular player*"; and
 - b. EUR 750 "*for each official game won at the first team in the national championship, as a substitute player*".

8. The abovementioned clause 4.2 also reads as follows:

"[CFR Cluj] will pay 50% of the result bonuses due to the player related to the matches played in a competitive season together with the remuneration related to each month, until the 25th of the following month and the remaining of 50% until October 30 of the year in which the respective competition season ended, only under condition for the team to achieve its performance objective, namely winning the national championship. The bonus related to winning the national championship will be paid until October 30 of the year in which the respective competition season ended. Regarding the bonuses granted for UEFA competitions, they will be paid within 60 days of [CFR Cluj] receiving the full financial rights due to it for participating in these competitions.

All the amounts stipulated in this Contract as bonuses, will be paid to the player under the condition that he would be registered at the club in the moment of reaching the objective and effectively participated in the achievement of the objective, being part of the first team when reaching the objective".

9. Clause 4.4 of the Employment Contract reads *inter alia* as follows:

"[CFR Cluj] undertakes to calculate, declare, withhold, and pay all taxes and contributions related to the financial rights charged to it by national law. In this sense, [CFR Cluj] will pay, according to the provisions of Law no. 22712015 on the Fiscal Code, amended and supplemented, the following:

- *The 10% tax on the gross income achieved by [the player]"*.

10. Clause 5.2, lit. c) of the Employment Contract reads as follows:

“5.2. [The player] *mainly has the following obligations:*

[...] *c) to provide football services, at a high professional level, taking into consideration the sports performance objectives taken into account when negotiating and signing [the Employment Contract], under the conditions and quality required by [CFR Cluj] and thus to contribute through its performance within the [CFR Cluj]’s football teams, when achieving the performance objectives established by the club through internal Regulations”.*

11. Clause 5.3 of the Employment Contract reads *inter alia* as follows:

“5.3. [CFR Cluj] *has mainly the following rights:*

[...] *– the right to use the skills of [the player] on any of the football teams within [CFR Cluj]”.*

12. Clause 5.4 of the Employment Contract reads *inter alia* as follows:

“5.4. [CFR Cluj] *has mainly the following obligations:*

[...] *– to ensure the conditions and facilities for training (instruction, training, physical recovery) and participation in competitions at the standards corresponding to the competitive level in which the group of players of which [the player] is a member”.*

- ***The transfer agreement and the Addendum***

13. On 14 February 2022, CFR Cluj, Uta Arad and the player signed a transfer agreement (hereinafter: ***the Transfer Agreement***) and agreed upon *inter alia* the transfer of the player’s services from Uta Arad to CFR Cluj against payment of EUR 50,000 as fixed transfer fee plus EUR 25,000 in case CFR Cluj was the local champion by the end of the sporting season 2021/2022.

14. Also on 14 February 2022, the player and the club signed an Addendum to the Employment Contract by means of which they decided to amend the duration of their employment relationship, now set to start on 14 February 2022 instead of 1 July 2022 (hereinafter: ***the Addendum***).

15. In addition, the parties also amended the remuneration owed by CFR Cluj to the player as follows:

- a. For the season 2022-2023: total remuneration of EUR 201,500 net, payable as follows: (i) EUR 20,000 on 15 February 2022; (ii) EUR 5,500 on 25 March 2022; and (iii) EUR 176,000 in 16 monthly instalment of EUR 11,000 each from 25 April 2022.

- b. As to the bonuses:
- *“For the competitive season 2021/2022, the bonuses will be paid until 30 October of the year in which the respective competitive season ended. The bonus for winning the National Championship will be paid until 30 October of the year in which the respective competitive season ended, under condition for the team to reach its performance objective of winning the National Championship”; and*
 - *“Starting with the 2022/2023 competitive season, the club will pay 50% of the result bonuses due to the player related to the matches played in a competitive season together with the remuneration related to each month, until the 25th of the following month and the remaining of 50% until October 30 of the year in which the respective competition season ended, only under condition for the team to achieve its performance objective, namely winning the national championship. The bonus related to winning the national championship will be paid until October 30 of the year in which the respective competition season ended. Regarding the bonuses granted for UEFA competitions, they will be paid within 60 days of the club receiving the full financial rights due to it for participating in these competitions”.*
16. Apart from the abovementioned amendments, the Employment Contract remained unchanged.

The other facts and exchange of correspondences between the parties

17. According to the information available in the FIFA Transfer Matching System (**TMS**), the sporting seasons in Romania ran as follows:
- **Season 2021/2022:** from 1 July 2021 until 30 June 2022; and
 - **Season 2022/2023:** from 1 July 2022 until 30 June 2023.
18. During the season 2021/2022, the player played the following matches for CFR Cluj’s teams:

Date	Reference	Team
20 February 2022	FC Rapid 1923 (SuperLiga)	First team
26 February 2022	Sepsi OSK (SuperLiga)	First team
15 April 2022	Zalău (Liga 3)	Second team
30 April 2022	Lucafărul Oradea (Liga 3)	Second team
7 May 2022	Progresul Somcuta Mare (Liga 3)	Second team
14 May 2022	Zalău (Liga 3)	Second team

19. During the season 2022/2023, the player participated in the following matches with CFR Cluj’s:

Date	Reference	Team
5 July 2022	Pyunik Yerevan (UEFA Champions League Qualifiers)	First team
9 July 2022	Sepsi OSK (Romanian Supercup)	First team
13 July 2022	Pyunik Yerevan (UEFA Champions League Qualifiers)	First team
27 July 2022	IC d'Escaldes (UEFA Europa Conference League Qualifiers)	First team
30 July 2022	CS Mioveni (Liga 1)	First team
4 August 2022	Soligorsk (UEFA Europa Conference League Qualifiers)	First team
7 August 2022	Chindia (Liga 1)	First team
11 August 2022	Soligorsk (UEFA Europa Conference League Qualifiers)	First team
14 August 2022	FC Botosani (Liga 1)	First team
18 August 2022	NK Maribor (UEFA Europa Conference League Qualifiers)	First team
25 August 2022	NK Maribor (UEFA Europa Conference League Qualifiers)	First team
28 August 2022	FCV Farul (Liga 1)	First team
31 August 2022	FC Voluntari (Liga 1)	First team
8 September 2022	FC Balkani (UEFA Europa Conference League)	First team
11 September 2022	Univ. Craiova (Liga 1)	First team
15 September 2022	Sivasspor (UEFA Europa Conference League)	First team
19 September 2022	FC Arges (Liga 1)	First team
1 October 2022	Petrolul (Liga 1)	First team
6 October 2022	Slavia Prague (UEFA Europa Conference League)	First team
10 October 2022	Uta Arad (Liga 1)	First team
13 October 2022	Slavia Prague (UEFA Europa Conference League)	First team
17 October 2022	Sepsi OSK (Liga 1)	First team
20 October 2022	U Cluj (Romanian Cup)	First team
23 October 2022	U Cluj (Liga 1)	First team
27 October 2022	Sivasspor (UEFA Europa Conference League)	First team
30 October 2022	FC Rapid 1923 (Liga 1)	First team
3 November 2022	FC Ballkani (UEFA Europa Conference League)	First team
7 November 2022	FC U Craiova (Liga 1)	First team
10 November 2022	Dumbravita (Romanian Cup)	First team
13 November 2022	CS Mioveni (Liga 1)	First team
30 November 2022	FC Hermannstadt (Liga 1)	First team
4 December 2022	Chindia (Liga 1)	First team
7 December 2022	FCV Farul (Romanian Cup)	First team
11 December 2022	FC Botosani (Liga 1)	First team
15 December 2022	FCSB (Liga 1)	First team
20 December 2022	FC Hermannstadt (Liga 1)	First team

20. In January 2023, the player was not included in CFR Cluj's A-List to the Romanian Professional Football League (hereinafter: **the Romanian PFL**). Contextually, it remained undisputed in these proceedings that:

- Even if excluded from the A-List, the player could still participate in European competitions, however, he would no longer be eligible to participate in national competitions (*i.e.*, the Liga 1 / SuperLiga); and

- the player was not registered at that time because of CFR Cluj's decision to register the Kosovar player, Mr Ermal Krasniqi (hereinafter: **Mr Krasniqi**), for the same spot of non-European players. Mr Krasniqi was hired by the club in January 2023 and his International Transfer Certificate (**ITC**) was delivered to the Romanian Football Federation (**FRF**) on 17 January 2023.
21. On 25 January 2023, the player addressed a letter to CFR Cluj and acknowledged having been excluded from the A-List of the Romanian PFL, entailing that the club was in breach of the Employment Contract. Consequently, he requested to be re-registered until 27 January 2023 under penalty of termination of their employment relationship.
 22. Also on 25 January 2023, the Romanian PFL issued a circular letter stating *inter alia* that players from Kosovo (such as Mr Krasniqi) would henceforth be accounted for as European players, conversely to the previous rule where they were deemed foreign.
 23. On 26 January 2023, CFR Cluj replied to the player's notice and informed it had not incurred in any type of contractual breach. In particular, CFR Cluj acknowledged that he was indeed not included in the A-List for the Romanian PFL but argued that *"the player is part of the UEFA Players list for the remaining matches of the European competition – UEFA Conference League, he is between the players that are taking part into domestic cup – Romanian Cup 2022/2023 and he will also be playing for [the club] in the third division of the Romanian championship"*.
 24. On 29 January 2023, the player served CFR Cluj with a new letter and insisted that it had breached the Employment Contract by choosing to register another foreigner player to his detriment. He wrote as follows: *"in case you will not proceed with the present request and the player will not be re-registered on the 'A' list until 30.01.2023, in order to give him the opportunity to play for the first team of CFR Cluj in the competition Liga 1 – Superliga, we will consider [the Employment Contract] as terminated for just cause, following the fact that your club refused to fulfill its obligations assumed within it"*.
 25. On 31 January 2023, the player referred to his previous letter and reiterated his request for re-registration with CFR Cluj's A-List for the Romanian PFL until 2 February 2023, under penalty of termination of the Employment Contract.
 26. On the same date, *i.e.*, 1 February 2023, CFR Cluj received two inquires regarding a potential transfer of the player's services to: (i) FC Universitatea Cluj; and (ii) AFC Hermannstadt.
 27. On 1 February 2023, CFR Cluj replied to the player and invited him to avail himself at its premises on 2 February 2023 *"in order to conclude the necessary documents for the implementation of one of the following options:*

- a) *The registration of yourself on the A List of the non-EU players available at Romanian Professional Football League for the 2022/2023 edition of the Romanian Superligue 1 (we mention the fact that this possibility appeared only in the last days as a result of the modification in the position of PFL regarding the situation of players assimilated to EU-players that resulted into an additional place on the list of [CFR Cluj] non-EU players),*
 - b) *Conclusion of a temporary transfer contract until the end of the current competition season, to one of the two teams that have already expressed the interest in your transfer (Universitatea Cluj, respectively FC Hermannstadt), with due consideration to the actual contractual conditions, such that you will be endured the same remuneration level, offers that have already been communicated to you during today,*
 - c) *Maintaining the current situation of which you are registered on the lists of the European competition UEFA Conference League and on the lists of the competitions organized by the Romanian Football Federation, until the end of the current season, considering the fact that all of these competitions are considered equally important from the perspective of sporting performance goals and at the same time, we assure you that the same training conditions are provided to the athletes registered at [CFR Cluj]”.*
28. Also on 1 February 2023, the player replied to CFR Cluj and requested to be registered on the A-List communicated to the Romanian PFL. He moreover rejected the options b) and c) provided by CFR Cluj and requested the club's breach to be cured by noon of 2 February 2023.
29. Around the same date, the local media reported a potential transfer of the player to Uta Arad.
30. On 2 February 2023, the following events took place:
- CFR Cluj *inter alia* informed the player that it had “submitted to the PFL the intention to re-register the player on the A List”. CFR Cluj also argued that the Employment Contract was fully respected, hence any termination by the player would be deemed without just cause;
 - the player pointed out that no proof of re-registration had been provided by CFR Cluj. Consequently, he unilaterally terminated the Employment Contract claiming just cause; and
 - the player entered into a new employment agreement with St. Lőrinc, valid as from the date of signature until 30 June 2024. Accordingly, the player would be entitled to HUF 300,000 as monthly remuneration.
31. Pursuant to the information available in the TMS:

- On 10 February 2023, St. Lőrinc entered a transfer instruction to engage the player permanently as “*out of contract*”;
- Also on 10 February 2023, the Hungarian Football Federation (**MLSZ**) requested the player’s ITC;
- On 11 February 2023, the FRF rejected the ITC request under the reason “*the contract between the former club and the professional player has not expired*”;
- On 11 February 2023, the MLSZ disputed the rejection of the player’s ITC and requested FIFA’s intervention;
- On 13 February 2023:
 - the FIFA Players’ Status Chamber (**PSC**) passed a decision and authorized the player’s registration with MLSZ. The decision issued by the PSC expressly stated that it was “*without prejudice to any possible decision from the FIFA Dispute Resolution Chamber (DRC) and/or the competent decision-making body on the substance of the potential or existing contractual dispute between the player and his former club (as well as his new club)*”;
 - the player, Uta Arad and St. Lőrinc entered into a loan agreement by means of which the player’s services were temporarily transferred from the former to the later from the date of signature until 30 June 2023 against a payment of transfer fee amounting to EUR 5,000; and
 - the player entered into a new employment agreement with Uta Arad, valid for the loan period (*i.e.*, from the date of signature until 30 June 2023). Accordingly, the player would be entitled to *inter alia* the following fixed amounts: (i) a sign-on fee of RON 42,650; and (ii) a monthly remuneration of RON 30,870 net.

32. On 30 June 2023, the loan period naturally expired.

33. On 1 July 2023, the player entered into a new employment relationship with the Saudi club, Al Taraji Club, valid as from the date of signature until 30 June 2024. Accordingly, the player would be entitled to a total remuneration of USD 250,000 (*i.e.*, USD 200,000 payable in instalments, plus USD 50,000 as advanced payment).

The PFL national regulations

34. According to the Romanian PFC’s Regulation of the Organization of Football Activity (hereinafter: ***the PFL Regulations***):

"[Article] 19bis | The Lists of players

1. *For the competitions organized by the LPF (Professional Football League), the participant clubs will show the list containing the squad of 25 players (entitled the A List) which will be composed of the following professional footballers categories:*
 - a. *A minimum number of 6 players trained at the national level;*
 - b. *A minimum number of 2 players trained at the club level;*
 - c. *A maximum number of 4 players, non-EU, with due respect to the following conditions:*
 - *1 non-EU player is eligible for registration on the A List is he holds the nationality of the country that participated to the last edition of the seniors World Cup.*
 - *1 non-EU player is eligible for registration on the A List without any restriction.*

For the avoidance of doubt regarding the previous-mentioned criteria, only 3 of the 4 non-EU players must fulfill the eligible conditions, one can be registered without any restriction.

[...]

3. *In the official games of the national championship – Ligue 1, in the referee report can be registered only players that are part of A List and B List. The participation in the official game of a player that is not part of the A List or B List will be sanctioned by losing the game through forfeit. The Ligue 1 teams have the obligation to register in the referee report a minimum number of 6 players trained at national level and to effectively use, during the entire period of games, a nationally trained U21 player, who is eligible for the national team.*
4. *A List and B List will be communication to the Competitions Department of PFL, as it follows:*
 - *With 5 days prior to the first round of the National Championship – Ligue 1;*
 - *With 5 days prior to the resumption of the National Championship – Ligue 1 after the winter vacation.*

A and B Lists will be completed according to the form published by the PFL and will be accompanied by the list of the technical staff approved by the RFF.

After the checking of the players registered on the A and B lists, PFL will approve the team squad and will communicate the list of the Central Commission of Referees. [PFL] have the obligation to communication to the Central Commission of Referees any modification of the A and B Lists, after their approval by the Competitions Department of PFL and will publish the team squad on the official website of PFL.

5. The A List can be modified until the end of the summer transfer period, by addition or replacement, but only with players that have been registered with the club after the communication of the initial list.

After the end of the transfer period, the A List can be modified by additional or replacement only with players that have been registered with the club after this period, based on the regulation exceptions (players who had their contracts terminated during the transfer period or players that have their requests of termination solved through decisions after the end of the transfer period.

The A List can be modified by addition of replacement in the winter transfer period too, according to the ruled mentioned above.

The B List can be modified by addition of replacement during the season too, with due respect to the terms indicated below.

Any request of the lists modification made based on this article must be communication to the PFL with at least 24h before the start of the first game of the round. In exceptional situations, the list can be modified but only with players legitimated after the 24h term mentioned above".

III. Proceedings before FIFA

35. On 2 February 2023, the player 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

36. In his claim, the player argued that CFR Cluj incurred in an abusive conduct towards him by (i) sending him to train with the second team, currently playing the 3rd division in Romania;

- (ii) breaching the Employment Contract, which established that he would be hired for the 1st team and would be only entitled to bonuses if he played in Liga 1 – Superliga or in European cups; and (iii) trying to transfer him to other clubs, corroborating that it lost interest on his services.
37. The player argued that he could no longer be re-registered in the A-List until the next summer of 2023, meaning that he would be ineligible for a long period. Additionally, *“registration with Romanian Football Federation will allow the Claimant to participate in Romanian Cup competition but that is not enough according with DRC jurisprudence, based on the fact that any premature elimination from this competition would violate the player’s fundamental right at least the prospect of regular competitive football and the player would have no opportunity to play for the rest of the season”*.
38. Consequently, the player concluded that CFR Cluj breached his *“right to effective occupation and his right to perform his job according to the contract and the law despite the fact that he notified the club of his desire to fulfil the assumed contractual obligations”*.
39. Given the above, the player stressed that his de-registration from the A-List of the Romanian PFL amounted to just cause for the termination of the Employment Contract. He then requested to be awarded the following amounts:
- a. EUR 53,036 plus LEI 1,521 as outstanding remuneration, broken down as follows:
 - LEI 129,910 (EUR 24,536 + LEI 1,521) as outstanding salaries for 2022;
 - EUR 11,500 as the salary of January 2023; and
 - EUR 17,500 as bonuses awarded in line with clause 4.2 of the Employment Contract.
 - b. EUR 342,000 as compensation for breach of contract, corresponding to the residual value of the Employment Contract, as follows:
 - EUR 55,000 as the salaries from February until June 2023;
 - EUR 144,000 as the salaries from July 2023 until June 2024; and
 - EUR 143,000 as the salaries from July 2023 until May 2025.
 - c. *“default interest of 5% per year on the aforementioned amounts until the effective date of payment”*.

b. Reply and counterclaim of CFR Cluj

40. On 15 March 2023, the CFR Cluj filed its reply to the claim of the player and lodged a counterclaim against him, Uta Arad, and St. Lörinc.

41. First and foremost, CFR Cluj highlighted that the player *“under the Employment Contract’s terms had the expressed obligation – also in light of the relevant negotiations leading to the Employment Contract’s conclusion – to participate and play for any team of the Cluj”* (cf. clauses 5.2 and 5.3 of the Employment Contract).
42. Subsequently, CFR Cluj explained that on or around 14 February 2022, the player was registered with the FRF and with the Romanian PFL as part of its team. Furthermore, it submitted a letter issued by the Romanian PFL on 13 March 2023 stating that he remained registered *“until 15 February 2023, when he was registered as a player of AFC UTA Arad, as a result of the international transfer request made from St Lorinc KFT team (Hungary)”*.
43. CFR Cluj explained that during 2022, the player participated in matches with its first and the second team and had never raised any complaint about it *“being perfectly aware that he had a contractual obligation to play for the second team”*. Moreover, he also participated in trainings with the first team at the highest standards and in full compliance of the Employment Contract.
44. Notwithstanding the above, CFR Cluj confirmed that in January 2023, its coaching staff decided not to include the player in its A-List to the Romanian PFL. In this respect, it argued that the exclusion was temporary and could be reverted before the termination of the Employment Contract of the player – especially considering that it had an extra spot for non-European players.
45. In parallel, CFR Cluj explained that the player was never prevented from training with the first team, as well as his salaries were timely paid meaning that no breach of contract from its side existed. However, CFR Cluj alleged that the player did not engage in good faith negotiations and urged to terminate their employment relationship to seek new employment.
46. In particular, CFR Cluj argued that at the time of the termination, the player was already negotiating his return to Uta Arad. Indeed, it maintained that the player started training with Uta Arad on 6 January 2023, *i.e.*, right after the termination of the Employment Contract.
47. As to the player’s contract in Hungary, CFR Cluj pointed out that Uta Arad and St. Lörinc *“fabricated a transfer, for unknown reasons”* and violated the FIFA regulations to this extent. In CFR Cluj’s view, the subsequent transfer of the player from St. Lörinc to Uta Arad on the same day of his registration in Hungary showed that Uta Arad was indeed the interested party in retaining the player’s services.
48. Based on all the abovementioned considerations, CFR Cluj stressed that the player terminated the Employment Contract without just cause. It further underlined that no abusive conduct took place from its part, and the player was the one trying to evade from his contractual obligations. It made the following remarks in this regard:

"- One: the player was hired (and expressly agreed thereto), at the time of the Employment Contract's conclusion, to play for either the first and/or the second team of [CFR Cluj], which is clearly confirmed by unambiguous provisions of the Employment Contract.

[...]

- Two: the player's own conduct confirms that he was fully aware to have, under the Employment Contract's terms, the obligation to play for the second team of [CFR Cluj], if so required.

- Three: As demonstrated above, the player, during his time with [CFR Cluj], was continuously registered with the FRF and [PFL] and, hence, fully able, and eligible to perform his activity as professional football player. Hence, the player – unlike to his assertion – was at no time barred to exercise his activity as football player.

- Four: [CFR Cluj] ensured that also for the remainder of the 2022/23 sporting season the player had full access to competitive football at the highest level. Even if the player would have been prevented from playing from January 2023 in league matches of the first team of [CFR Cluj], in any case, the player at all times would have access and would have been eligible to play official matches for [CFR Cluj] in the third Romanian league, the Romanian Cup Competition as well as the UEFA Conference League matches. Hence, the player's career as a football player, in any case, would have never been compromised in any way whatsoever.

- Five: in any case, on 2 February 2023, i.e., the date of the player's unilateral termination of the Employment Contract, there was, in accordance with relevant provisions of the FRF and PFL, a slot for the player's inclusion in said A List in order to play for the remainder of the 2022/23 sporting season in Superliga matches for [CFR Cluj]'s first team.

[...]

- Six: as demonstrated above, the player at all times received regular payments of his remuneration.

- Seven: the player at all times was a full member of the first team squad of [CFR Cluj] with regards to training, medical and all other relevant aspects. Hence, the player, certainly had access to training, training facilities and training colleagues at the highest standards to be expected under the terms of the Employment Contract. Certainly, the player was never isolated or received a treatment different than other players.

- *Eight: the potential access to bonuses when reaching targets with the first team of [CFR Cluj] cannot be considered as argument that the playing opportunity with the second team of [CFR Cluj] would constitute abusive behaviour”.*

49. CFR Cluj added that it tried to find an amicable solution with the player, but he simply refused himself to participate in a meeting and abruptly terminated the Employment Contract. It also stressed that there was no other plausible reason for the termination, including no outstanding remuneration. CFR Cluj disputed the outstanding remuneration claimed by the player as follows:
- the salary of January 2023 was not yet due insofar as it was payable until the 25th day of the following month (*cf.* clause IV.4.1 of the Employment Contract);
 - bonus payments are not considered within the scope of art. 14bis of the FIFA Regulations on the Status and Transfer of Players (RStP); and
 - the player did not specify his request for outstanding salaries of 2022, hence he failed to meet his burden of proof and should not be entitled to the additional RON 129,910 claimed.
50. In any event, CFR Cluj maintained that the termination was not an *ultima ratio* measure.
51. In conclusion, CFR Cluj requested to be awarded compensation amounting to EUR 458,493.86 plus interest as from 15 March 2023 (*i.e.*, the date of the counterclaim), broken down as follows:
- EUR 342,000 as the residual value of the Employment Contract; *plus*
 - EUR 116,493.86 as the non-amortized transfer and agency fees paid to Uta Arad to hire the player in February 2022 (*i.e.*, EUR 75,000 as the transfer fee and EUR 91,419 as agency fees times 12 divided per 40 months).
52. Likewise, CFR Cluj requested sporting sanctions to be imposed both on the player and his new club(s), the latter to be also jointly and jointly liable to the payment of the compensation.
53. Alternatively, CFR Cluj argued that no compensation should be awarded to any of the parties.
54. CFR Cluj's requests for relief were as follows, quoted *verbatim*:

“1. To rule that [the player] terminated the Employment Contract (and its Addendum) without just cause.

2. *Consequently, to fully reject [the player]’s claim.*
3. *To fully accepted [CFR Cluj]’s counterclaim.*
4. *Therefore, to condemn the player to pay [CFR Cluj] the amount of EUR 458,493.86 four hundred fifty-eight thousand four hundred and ninety-three euro and eighty-six euro cents only) net plus interest at a rate of 5 percent per annum on the aforesaid amount for the period from 15 march 2023 until the date of effective payment.*
5. *To hold that [Uta Arad] as the payer’s new club shall be jointly and severally liable to pay the aforesaid amount of EUR 458,493.86 (plus interest) to [CFR Cluj].*

In the alternative to request 5 only

6. *To hold that [St Lörinc] as the payer’s new club shall be jointly and severally liable to pay the aforesaid amount of EUR 458,493.86 (plus interest) to [CFR Cluj].*
7. *To impose on the player a six-month restriction on playing in official matches.*
8. *To impose on [Uta Arad] as the player’s new club a ban on registering new players, either nationally or internationally, for two entire and consecutive registration periods.*

In the alternative to request 8 only

9. *To impose on [St Lörinc] as the player’s new club a ban on registering new players, either nationally or internationally, for two entire and consecutive registration periods.*
10. *For the effect of the above, to state that the player, [Uta Arad] and/or [St Lörinc] shall be condemned to pay any and all costs of the present proceedings, if any.*

IN THE ALTERNATIVE

1. *To partially accepted [the player]’s claim insofar as to award [the player] with a compensation of symbolic nature only.*
2. *To otherwise reject [the player]’s claim.*
3. *Therefore, to find that no sporting sanction shall be imposed on [CFR Cluj].*
4. *For the effect of the above, to state that [the player] shall be condemned to pay any and all costs of the present proceedings, if any”.*

c. Reply to the counterclaim by the player

55. On 22 May 2023, the player filed his reply to the counterclaim of CFR Cluj.
56. In doing so, the player recalled the factual background of the case and opposed to CFR Cluj's position in the sense that he should also play for its other teams. The player claims that: (i) there were limitations in the Employment Contract, establishing that he could not be de-registered (*i.e.*, clause 5.3); and (ii) he was clearly hired as a professional player for the first team and admitting otherwise would entail a violation of his rights and breach of the Employment Contract.
57. Along the same lines, the player outlined that he was illegally (and without any reason) de-registered from CFR Cluj's A-List. Irrespective as to whether the player could have been re-included in the A-List, he claimed that such "*unlawful situation led [him] to legitimately believe that [CFR Cluj] was no longer interested in his services and the performance of [the Employment Contract]*". Specifically, he considered that by not being registered in the A-List, his chances of participating in any other competition with the first team were minimum.
58. Further, the player pointed out that he was de-registered on 17 January 2023 and his place was taken by another Kosovar player (*i.e.*, Mr Krasniq). The player explained that at the time this decision was taken by the club's management there was no extra spot available for the player's registration, hence suggesting that the de-registration was not temporary. Only in continuation (*i.e.*, on 25 January 2023), the Romanian PFL announced new rules concerning Kosovar players, thus potentially allowing the player to be reinstated.
59. The player thoroughly discussed the Romanian PFL regulations as to the registration of players. According to his interpretation and as opposed to CFR Cluj's position, it was still questionable whether the player could be reinstated to the A-List, because he was not a newcomer in the team and was already part of the squad when the first list was communicated to the competent authorities.
60. In any circumstance, the player argued that even if he could be re-register in the A-List, CFR Cluj lacked proactivity and did not prove "*any genuine effort to re-register [the player] on the A-List*". In particular, he stated that (i) the meeting invitation by CFR Cluj on 2 February 2023 was made in bad faith only to prevent him from claiming just cause; (ii) CFR Cluj had never complained of his behaviour before the termination of the Employment Contract; and (iii) CFR Cluj did not request him any of the needed documents, thus suggesting that it would not proceed with the registration.
61. Given the above, the player firmly concluded that he had just cause for the termination of the Employment Contract.

62. Thereafter, the player insisted that he should be entitled to outstanding remuneration and compensation for breach of contract, as follows:

- a. EUR 6,992.78 as outstanding remuneration, broken down as follows:
- EUR 3,367.78 as the balance of his salaries and rent allowance until January 2023; and
 - EUR 3,625 as the balance of his bonuses.

- b. EUR 367,671 as compensation for breach of contract, broken down as follows:

Residual value of the Employment Contract: EUR 394,000

- EUR 55,000 as salaries from February to June 2023;
- EUR 144,000 as salaries from July 2023 until June 2024;
- EUR 143,000 as wages from July 2024 until May 2025;
- EUR 38,000 as “a 10% gross-up” pursuant to clause 4.4 of the Employment Contract; and
- EUR 14,000 as benefits in kind from February 2023 until May 2025 (*i.e.*, 500 per month).

Mitigation: EUR 26,329

- As to the contract with St. Lőrinc: EUR 314 (*i.e.*, *pro rata* for February 2023) plus EUR 9,600 (*i.e.*, from July 2023 until July 2024); and
- As to the contract with Uta Arad: EUR 16,415 (*i.e.*, sign-on fee and salaries, plus 10% gross-up rate per clause 4.4).

- c. 5% interest *p.a.* over the abovementioned amounts as from 2 February 2023 until the date of effective payment.

d. Replies to the counterclaim by Uta Arad and St. Lőrinc

63. Together with the player, on 2 May 2023 Uta Arad and St. Lőrinc were also invited by the FIFA general secretariat to file their respective positions as to the counterclaim of CFR Cluj by no later than 22 May 2023.

64. On 31 May 2023, the FIFA general secretariat acknowledged that it could not confirm whether the abovementioned correspondence had been properly remitted to Uta Arad

and St. Lőrinc due to an Information Technology (IT) malfunction. Consequently, and for the sake of good procedural order, both Uta Arad and St. Lőrinc were granted an additional deadline to file their positions as to the counterclaim of CFR Cluj, by no later than 20 June 2023.

65. On 22 June 2023, the FIFA general secretariat confirmed that no reply had been received either from Uta Arad or St. Lőrinc. Consequently, the parties were informed that the submission phase was closed, and no further comments would be accepted in line with art. 23 of the Procedural Rules Governing the Football Tribunal.
66. On 27 June 2023, Uta Arad filed a late reply via parallel proceedings initiated in the FIFA Legal Portal.
67. On 28 June 2023, the FIFA general secretariat acknowledged receipt of Uta Arad's correspondence and included in the case file for information of the parties concerned. Uta Arad was, however, informed that the deadline for submitted its reply had already elapsed and thus such correspondence would not be considered.

e. Final comments by CFR Cluj

68. On 10 July 2023, the FIFA general secretariat acknowledged that together with his reply to the counterclaim, the player made additional remarks concerning the *quantum* claimed from CFR Cluj. Consequently, and for the sake of good procedural order, CFR Cluj was invited to submit additional comments exclusively as to the amount in dispute (*cf.* art. 23, par. 2 of the Procedural Rules Governing the Football Tribunal).
69. On 19 July 2023, CFR Cluj filed its additional comments. In doing so, it (i) reiterated its claim for compensation for breach of contract amounting to EUR 458,293.86; and (ii) insisted that no amount should be paid to the player. In particular, CFR Cluj added that "*tax-related aspects as per foreign laws are not considered*", as well as no gross up was contractually agreed, but rather the withholding of taxes for direct payment by the CFR Cluj to the tax authorities. Likewise, CFR Cluj objected to the inclusion of the rent allowance as part of the compensation.
70. Lastly, CFR Cluj claimed that – alternatively – the amount of compensation payable to the player should be limited to EUR 67,950.06 (*i.e.*, the residual value of the Employment Contract *minus* the mitigation with St. Lőrinc, Uta Arad and the Saudi club, Al-Taraji).

IV. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

71. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 2 February 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.
72. 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 par. 1 lit. b) of the FIFA RSTP (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 Brazilian player, two Romanian clubs and Hungarian club.
73. At this point and while assessing the admissibility of the claim (and counterclaim) on the matter at hand, the DRC briefly confirmed that the submission filed by Uta Arad was late, hence should be disregarded in line with art. 11 par. 4 of the Procedural Rules.
74. 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 FIFA RSTP (May 2023 edition) and considering that the present claim was lodged on 2 February 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

75. 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 TMS.

c. Merits of the dispute

76. 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

77. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that it pertains to a claim of the player against CFR Cluj for breach of contract, and a corresponding counterclaim by CFR Cluj against the player, Uta Arad, and St. Lőrinc.
78. The Chamber noted that the player terminated the Employment Contract on 2 February 2023 and the parties strongly dispute the justice of such termination as follows:
- According to the player, the Employment Contract was terminated with just cause because CFR Cluj excluded him from the A-List submitted to the Romanian PFL and failed to cure the breach within the deadline granted in his default notices. In the player's view, by confirming that he was not part of its A-List, CFR Cluj violated his fundamental rights and gave cause to the premature termination;
 - According to CFR Cluj, whilst the player was initially excluded from its A-List, he urged to terminate the Employment Contract without granting it with a reasonable deadline to remedy the situation. For CFR Cluj, due to the new rules announced by the Romanian PFL, the player could have been reintegrated to its main squad, but he unlawfully and prematurely terminated the Employment Contract to enter into a new relationship with (ultimately) Uta Arad.
79. In view of the dissent between the parties, the DRC acknowledged that its task was to determine (i) whether the player had just cause to terminate the Employment Contract; and (ii) the consequences that follow.
80. In doing so, the DRC initially recalled its long-standing jurisprudence, according to which only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect the 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 only be an *ultima ratio* measure.
81. In addition, the DRC highlighted that the Commentary to the FIFA RSTP (p. 114-5) states as follows regarding the just cause for the termination in cases of deregistration of players:

*“As previously mentioned, a club – as an employer – has the duty to protect the personality rights of the player – as an employee. The career development of a footballer may be prejudiced as a result of inactivity and thus, the club has a duty to allow its players to engage in the activity for which they have been in principle employed and are qualified for. The DRC has already confirmed that ‘among a player’s fundamental rights under an employment contract, is not only his right to a timely payment of his remuneration, but also his right to access training and to be given the possibility to compete with his fellow team mates in the team’s official matches’ and that ‘by de-registering’ a player, even for a limited time period, a club is effectively barring, in an absolute manner, the potential access of a player to competition and, as such, is violating one of his fundamental rights as a football player’ and that therefore **‘the de-registration of a player could in principle constitute a breach of contract since it de facto prevents a player from being eligible to play for his club’.***

*In line with the well-established approach of the DRC, a 2014 Award confirmed that **‘the deregistration of a player to participate in a national championship entitles the player to unilaterally terminate their contract with just cause, with no requirement to send a default notice to the club.’** The rationale for this is that players have a fundamental right to train and to be in a position to play official matches. In order for a player to be eligible to participate in organised football, they must be registered to participate in championships for their club. If they are not registered, they will not be able to play competitive football, irrespective of their commitment, general attitude, or performance in training sessions. This is a violation of the player’s fundamental rights. Even stronger language was used in a 2015 Award, where it was stated that deregistering the player constituted the ‘factual termination of the employment contract.’*

*In a 2018 Award, the Panel confirmed once again that **‘deregistering a player from participating in national championships is itself enough to justify premature termination of the contract.’***

A similar approach applies to the non-registration of a player. This often happens where a club does not undertake all the necessary due diligence to determine that a player it has signed is eligible to be registered to participate in a championship (e.g. due to a specific foreign player rule, or specific squad size limit).”

(emphasis added)

82. While considering the above, the Chamber observed that the disagreement between the parties to the case at hand started in the end of January 2023, namely when CFR Cluj was required to submit its A-List for participation in the Romanian PFL and (unequivocally) did not include the player within its squad. In particular, the parties concurred that the player was not included in the A-List upfront because CFR Cluj used its non-European player’s quota to register another recently hired player, i.e., Mr Krasniq.

83. In continuation, the DRC was observant that the following facts took place and were deemed relevant to the analysis at hand:

Date	Event
25 January 2023	The player acknowledged that he was not included in the A-List and requested to be reintegrated by no later than 27 January 2023.
26 January 2023	CFR Cluj <i>inter alia</i> confirmed that the player had not been included in the A-List, however informed that he was still eligible for other competitions.
29 January 2023	The player insisted on being re-registered until 30 January 2023, under penalty of termination.
31 January 2023	The player reiterated his request and granted an additional deadline for CFR Cluj to cure the breach until 2 February 2023.
1 February 2023	<p>CFR Cluj invited the player for a meeting and granted him three alternative solutions for the issue:</p> <ul style="list-style-type: none"> <li data-bbox="576 949 1479 1104">(i) being included in the A-List, as claimed and provided that there was another spot available for non-EU players in line with the circular issued by the Romanian PFL on 25 January 2023; <li data-bbox="576 1149 1479 1261">(ii) entering into a loan agreement with other interested clubs, while keeping the same remuneration that was being earned; <li data-bbox="576 1305 1479 1384">(iii) maintaining the same situation, thus being eligible to participate in the European competitions.
1 February 2023	The player replied to CFR Cluj's letter and requested to be included in the A-List by no later than 2 February 2023, 12:00.
2 February 2023	CFR Cluj <i>inter alia</i> informed the player that it had already submitted a request for him to be included in the A-List based on the exception created by the circular dated 25 January 2023. It also argued that a termination by the player in the meanwhile would be considered without just cause.
2 February 2023	The player acknowledged that no proof of CFR Cluj's request to re-register him had been submitted within the granted deadline. Thus, he notified the termination of the Employment Contract claiming just cause.
2 February 2023	The player initiated a new employment relationship with St. Lörinc.
12 February 2023	Following the dispute of the ITC and a decision passed by the FIFA PSC, the player was registered with St. Lörinc.
12 February 2023	The player's services were loaned to Uta Arad.

13 February 2023	Closure of the registration period in Romania.
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84. Against this background, the DRC firstly stated that, by not including the player in the A-List at its first opportunity, CFR Cluj already incurred in a violation of the Employment Contract, namely of the player's right to fully exercise its profession and participate in the national championship.
85. The DRC added, nonetheless, that after being aware of the exclusion from the A-List, the player granted CFR Cluj multiple opportunities to remedy the breach and to re-integrate him to the main squad, to no avail. The Chamber found it true that the deadlines granted by the player were not long, however it stressed that not only there were multiple warning from the player but also that CFR Cluj was the party in breach, hence liable to diligently adopt the necessary measures to re-include the player in the A-List and/or to demonstrate that it adopted all the adequate steps to do so.
86. *Contrario sensu*, the DRC considered essential that neither during the exchange of correspondences nor in the context of these proceedings CFR Cluj produced any type of evidence suggesting that it effectively filed a request with the Romanian PFL in order to re-register the player in the A-list. Whilst CFR Cluj alleged that it requested this on 2 February 2023, no evidence whatsoever was provided.
87. In the Chamber's view, all the above was even more critical when considering that the registration period in Romania was soon to be closed (*i.e.*, on 13 February 2023), hence the player needed a fast reply to protect his career.
88. Consequently, bearing the jurisprudence of the Football Tribunal in mind, the Chamber was of the opinion that CFR Cluj's initial breach and subsequent inertia to remedy the situation could generate the player's legitimate expectation that his services would not be retained (or, at least, that he would not be reintegrated to the A-List). Put differently, the DRC was convinced that the documentation on file sufficiently corroborated the player's position that he was genuinely led to believe that CFR Cluj lost interest on his services.
89. In conclusion, the DRC decided that the player terminated the Employment Contract with just cause, and CFR Cluj should be liable to the consequences that follow. It followed that the counterclaim of CFR Cluj was rejected, and thus the Chamber does not need to examine any aspect regarding the alleged bridge transfer raised by the Respondent / Counterclaimant.

ii. Consequences

90. 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 CFR Club.

91. Firstly and foremost, the Chamber referred to the general legal principle of *pacta sunt servanda*, and determined that CFR Club is liable to pay to the player the amounts which were outstanding under the Employment Contract at the moment of the termination plus default interest as from the corresponding due dates, as follows:
- a. EUR 3,367.78 as the balance of salaries, plus 5% interest as from 1 February 2023;
 - b. EUR 3,625 as match bonuses, plus 5% interest as from 2 February 2023.
92. In connection to the above, the Chamber outlined that the *quantum* claimed by the player was contractually based and not specifically disputed by CFR Club, hence should be awarded as requested.
93. Nevertheless, and as opposed to the player's allegations, the Chamber deemed that no gross-up should be made. The Chamber found there was no clear contractual basis for such operation, insofar as the Employment Contract only establishes that CFR Club should withhold the taxes and forward them directly to the appropriate authorities. Thus, the DRC considered that in case the player was held liable to any payment that should have been done by CFR Club, he should be entitled to seek reimbursement before the competent authorities.
94. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by CFR 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.
95. 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.
96. As a consequence, the members of the Chamber determined that the amount of compensation payable by CFR 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.

97. 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 Employment Contract and its Addendum from the date of its unilateral termination until its end date. Consequently, the Chamber concluded that the amount of EUR 364,000 serves as the basis for the determination of the amount of compensation for breach of contract, broken down as follows:
- a. EUR 77,000 as the instalments due from February until August 2023 (*i.e.*, 7 months à EUR 11,000 each);
 - b. EUR 144,000 as the entire remuneration for the season 2023/2024; and
 - c. EUR 143,000 as the entire remuneration for the season 2023/2024.
98. 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.
99. Indeed, the player found employment with St. Lőrinc, Uta Arad, and Al Taraji. In accordance with the pertinent employment contracts, the player was entitled to approximately the following amounts, converted to Euros in accordance with the exchange rates of the dates of signature of each contract:
- a. St. Lőrinc: EUR 274.30 as the *pro rata* salary of February 2023 (*i.e.*, 10 days, from 2 until 12 February 2023);
 - b. Uta Arad: EUR 37,461.51 being (i) EUR 3,595.91 as the *pro rata* salary of February 2023 (*i.e.*, 16 days, from 13 until 28 February 2023); (ii) EUR 25,171.40 as the salaries from March until June 2023; and (iii) EUR 8,694.20 as advance payment;
 - c. Al Taraji: EUR 229,646.30 being (i) EUR 183,717 as the remuneration payable in instalments; and (ii) EUR 45,929.30 as advance payment.

TOTAL: EUR 267,382.11

100. 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 Employment Contract termination did not take place due to said reason, and therefore decided that the player should not be entitled to additional compensation.

101. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that CFR Club must pay the amount of EUR 96,617.89 net to the player (*i.e.*, EUR 364,000 *minus* EUR 267,382.11), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
102. 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 (*i.e.*, 2 February 2023) until the date of effective payment.

iii. Compliance with monetary decisions

103. 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.
104. 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.
105. Therefore, bearing in mind the above, the DRC decided that CFR Club must pay the full amount due (including all applicable interest) to the player within 45 days of notification of the decision, failing which, at the request of the player, 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 CFR Club in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
106. CFR Club shall make full payment (including all applicable interest) to the bank account provided by the player in the Bank Account Registration Form, which is attached to the present decision.
107. 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

108. 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.

109. 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.

110. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

V. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent 1, Roger Junio Rodrigues Figueira, is partially accepted.
2. The Respondent / Counterclaimant, FC CFR 1907 Cluj, must pay to the Claimant / Counter-Respondent 1 the following amount(s):
 - **EUR 3,367.78 net as outstanding remuneration** plus 5% interest *p.a.* as from 1 February 2023 until the date of effective payment;
 - **EUR 3,625 net as outstanding remuneration** plus 5% interest *p.a.* as from 2 February 2023 until the date of effective payment; and
 - **EUR 96,617.89 net as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 2 February 2023 until the date of effective payment.
3. Any further claims of the Claimant / Counter-Respondent 1 are rejected.
4. The counterclaim of the Respondent / Counterclaimant is rejected.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
6. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
 1. The Respondent / Counterclaimant shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

7. The consequences **shall only be enforced at the request of the Claimant / Counter-Respondent 1** 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

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777