FIFA FOOTBALL TRIBUNAL

# Decision of the Dispute Resolution Chamber

**passed on 7 July 2023**

**regarding an employment-related dispute concerning the player Leonardo da Silva de Sousa**

**BY:**

**Frans de Weger (the Netherlands),** Chairperson
**Khadija Timera (Senegal)**, member
**André dos Santos Megale (Brazil)**, member

**CLAIMANT:**

**Leonardo da Silva de Sousa, Brazil**
Represented by Tannuri Ribeiro Advogados

**RESPONDENT:**

**Shabab Al Ahli Dubai, United Arab Emirates**

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## I. Facts of the case

1. On 1 September 2019, the Brazilian player Leonardo da Silva de Sousa (hereinafter: *the player*) and the Emirati club Shabab Al Ahli Dubai (hereinafter: *the club*) concluded an employment contract (hereinafter: *the Contract*) valid as from 1 September 2019 until 17 July 2021.

2. According to clause 6 of the contract, the player was entitled to the following remuneration:

   *"**Season 2019/2020***

   ***Signing on fees:***
   *• An amount of (850.000) Euros Eight Hundred Fifty thousand Euro payable within 10 days of signing the player and passing the Medical examination in Dubai.*

   ***Monthly salary:***

   *The player is entitled to total salaries from 1/09/2019 to 30/06/2020 amounting to 2,650,000 euro (Two Million and six hundred-fifty thousand Euro) divided into 10 instalments of (Euro 265,000) (or equivalent) Two hundred and sixty-Five thousand EURO paid until the last day of the worked month.*

   ***Season 2020/2021***

   ***Signing on fees:***
   *• An amount of (500.000 Euro) Five hundred thousand Euro payable on 30/09/2020.*
   *Monthly Salary: The player is entitled to total salaries from 01/07/2020 to 17/07/2021 amounting to 3,000,000 Euro (three million Euro) divided into 12 instalments of (Euro 250,000) (or equivalent) Two hundred fifty thousand EURO paid until the last day of the worked month.*

   ***Bonus:***
   *The second party shall be granted bonus in case the team wins any of the following competitions as follows:*
   *- AFC Champion League 120.000 Euro*
   *- AGLeague: 100.000 Euro*
   *- President Cup: 50.000 Euro. - AGL cup: 25.000 Euro.*
   *These bonuses are paid after calculating and estimating the player's participation rate in the sports season, by calculating the total number of minutes of the actual official games in which the player participated, in accordance with the provisions of the first party rewards regulations".*

3. On 18 February 2021, the player and the club concluded a "Termination & Settlement Agreement" (hereinafter: *the agreement*), by means of which it was stipulated as follows:

*"The parties (…) agree to terminate the contract with immediate effect, with the player being released from all his obligations towards the club as of this date".*

4. In this respect, the penultimate paragraph of the agreement's preamble read as follows:

   *"Whereas the player is entitled under the contract to collect, from 01 February 2021 until 17 July 2021, the net amount of EUR 1,250,000 in concept of salaries".*

5. Furthermore, Clause 2.2 of the agreement stipulated that *"As final compensation for the termination of the contract, the parties hereby acknowledge that as compensation for the early termination of the contract, the club shall pay to the player, upon transfer to his Brazilian account a settlement amount corresponding to one instalment of EUR 200,000 (…), payable as per clause 5 below"*, i.e. on the date of signature.

6. Additionally, Clause 3 of the agreement stipulated as follows:

   *"3.1 Once the settlement amount is paid by the club, the player specifically releases, waives, and discharges the club (…) from any claims, demands, actions, liabilities and causes of actions of every kind and character, whether asserted o unasserted, whether known or unknown, whether suspected or unsuspected, in law and/or in equity, arising from or related to the player's physical rehabilitation, the termination of the contract as all amounts from 01 February to 17 July 2021.*

   *3.2 Once the player signs all relevant documents pertaining the amicable termination of the contract, the club specifically releases, waives, and forever discharges the player (…) from any and all past, present and/or future claims, demands, actions liabilities, and causes of action, of every kind and character, whether asserted o unasserted, whether known or unknown, whether suspected or unsuspected, in law and/or in equity, arising from or related to the player's employment by the club and/or the contract, including without limitation and for the avoidance of doubt the termination of the contract carried out herein".*

7. Lastly, Clause 4 of the agreement established that: *"Except for the purpose of enforcing the provision of this agreement, the player and the club specifically, expressly and irrevocably agree that this agreement may be pleaded as an absolute and final bar to any complaint or legal proceedings that may hereafter the prosecuted by either party against the other party arising from or related to the player's employment by the club for the period between 01 February and 17 July 2021, as well as his physical rehabilitation and/or the termination of the contract carried out herein."*

8. On 13 March 2021, the player wrote to the club with regard to the termination agreement, pointing out *inter alia* that the residual value of his contract was EUR 1,250,000, i.e. 5 monthly salaries of EUR 250,000, as described in the second to last paragraph of its preamble. He further reminded the club that they had intended to *"permit an expedited termination of the Employment Agreement for a settlement amount of EUR 1,000,000 (one million EUROS) payable in 5 equal instalments of EUR 200,000 (two hundred thousand EUROS) in the months of February*

*2021, March 2021, April 2021, May 2021 and June 2021. However, contrary to the intent of the parties and what was agreed upon, the Club inserted a different amount that was payable to the Player in the Settlement Agreement*", namely EUR 200,000. The player outlined that the Agreement was signed *"with his defective consent"*, that he "*does not recognise the validity of the terms of the Settlement Agreement since it does not adhere to the settlement amount previously negotiated and agreed upon by the parties,*" and that, as a gesture of good will, offered the club the opportunity to immediately furnish "*the version of the Termination and Settlement Agreement which indicates the correct settlement amount of EUR 1,000,000 (one million Euros) as previously agreed upon by the parties"* within 10 days.

9. On 18 March 2021, the club replied to the player's letter, stating it was *"surprised and outraged by its content"*. The club stated that, although the parties negotiated intensively, they finally agreed upon the payment of the final amount of EUR 200,000, as stipulated in the agreement and already paid to the player. The club further described not being aware *"of any version of the termination & settlement agreement that would provide anything different than the version discussed by, approved and signed by the parties, which [the player] already had in [his] possession"*. The club outlined that it deemed the player's claim to have signed the agreement with "defective contentment" as extremely unprofessional and stated that, should the player claim the agreement is null and void, the club would claim compensation for his breach of the employment contract and the reimbursement of the settlement amount paid.

## II. Proceedings before FIFA

1. On 17 February 2023, the player lodged a claim against the club in front of FIFA. A brief summary of the parties' submissions is outlined below.

### a. Position of the Player

2. In his claim, the player argued that the club had always paid his remuneration in a chaotic manner. On 10 January 2020, the player was injured during an official match and, despite undergoing physical therapy, he could still not recover completely. The club thus decided to unilaterally terminate his employment contract on 18 February 2021, 5 months before its original expiry, despite the player's vulnerable health situation.

3. The player claimed that the parties had *"agreed to sign a Termination Agreement amounting to EUR 1,000,000 (one million Euros). However, the Club deceptively made the Player sign a Termination Agreement amounting to EUR 200,000"*. Consequently, he sent the club the letter of 13 March 2021, the content of which the club entirely denied on 18 March 2021. Thus, the player claims he had no alternative other than lodging the present claim.

4. The player stated that, by the time the parties concluded the Agreement, the club owed him outstanding remuneration amounting to EUR 1,937,926. He claimed to have only received from the club the amount of EUR 3,912,074 over the course of the Contract. In the player's words, *"the club failed to comply with the payment of the salary for the months from September 2020 to January 2021 (but also part of the salary of August 2020) and the second instalment of the signing fees amounting to EUR 1,837,926.00 as well as the bonus for winning the AG League during the season 2019-2020 amounting to EUR 100,000"*.

5. The player described that *"despite Art. 9.9 of the Employment Contract providing (...) that the signing-on fees in the contract shall be calculated based on the player's (second party) completion of the Contract and not the mere signature thereof" (...) when the Contract was terminated on 18 February 2021 with effect as of 1 February 2021 the second signing bonus has fallen due and was outstanding for more than 4 months"*.

6. Furthermore, the player underlined that, as per art. 341of the SCO, an employee cannot waive outstanding salaries during the employment contract and within 1 month as from its termination. Such relative prohibition can only be derogated in case it brings the employee any advantage.

7. In view of the foregoing, it was argued that, even though the player signed the Agreement , the circumstances demonstrate that the club terminated the contract without just cause, since he was injured and the club was in clear default of its financial obligations. He points out that the termination under such circumstances is to be considered illegal, in line with art. 336c of the Swiss Code of Obligations (SCO) and with the jurisprudence of the DRC. Thus, the player understood that the Agreement is not valid and should be set aside.

8. Consequently, the player argued that he is entitled to outstanding remuneration and compensation, as well as the reimbursement of the medical expenses he had in Brazil, in a treatment authorised by the club. In particular, he outlined that his claim for outstanding remuneration shall not be considered as time-barred, since the second to last sentence of the preamble of the agreement can be considered as an acknowledgement of debt made on 18 February 2023, and the claim was lodged within 2 years as from that date.

9. In view of the foregoing, the player requested the DRC as follows:

   *"FIRST – To uphold the claim filed by the Player;*

   *SECOND – To order the Club to pay the Player EUR 1,937,926.00 as outstanding remuneration plus interest at the rate of 5% p.a. as of 19 February 2021 until the date of effective payment;*

   *THIRD – To order the Club to the pay to the Player EUR 1,125,000 as compensation plus interest at the rate of 5% p.a. as of 19 February 2021 until the date of effective payment;*

   *FOURTH – To reimburse the medical expenses of the Player in the amount of BRL 46,000 and USD 10,600 plus interest at the rate of 5% p.a. as of 19 February 2021 until the date of effective payment; AND*

   *FIFTH - To open the proceedings regarding the present dispute and notify the Club immediately (cf. Art. 6, par. 3 and Art. 9, par. 5 of the FIFA Procedural Rules);*

   *Alternatively, and only in the event the above is rejected:*

   *SIXTH – To order the Club to pay the Player EUR 1,937,926.00 as outstanding remuneration plus interest at the rate of 5% p.a. as of 19 February 2021 until the date of effective payment;*

   *SEVENTH – To reimburse the medical expenses of the Player in the amount of BRL 46,000 and USD 10,600 plus interest at the rate of 5% p.a. as of 19 February 2021 until the date of effective payment; AND*

   *EIGHTH - To open the proceedings regarding the present dispute and notify the Club immediately (cf. Art. 6, par. 3 and Art. 9, par. 5 of the FIFA Procedural Rules).*"

### b. Position of the Club

10. In its reply, the club first disputed the admissibility of the player's claims dated prior to 18 February 2021, as the amounts in question should be considered time barred. In particular, the club described that the player presented contradictory arguments, as *"either the Agreement is valid – as clearly is the case, and there are no amounts to claim – or, if the Agreement is invalid, it does not interrupt the statute of limitation*".

11. As to the Agreement, the club stated that it does not represent any admission of debt on the part of the club towards the player. In the words of the club, *"On the contrary, it clearly establishes the absence of any overdue payments at the time of its execution, which undoubtfully dismisses any argument of interruption of the statute of limitation under article 135 of the SCO".*

12. The club also stated that the Agreement is valid and was duly negotiated, accepted and executed by the parties, thus terminating the contractual relationship by mutual agreement. According to the club, the player failed to provide evidence of any action of the club that could result in the invalidation of the Agreement. The club wished to emphasise that the player acknowledged that it was his intention to mutually terminate the Contract, that he indeed signed the Agreement, but that, contrary to his course of action, is presently claiming an amount which is stipulated nowhere, providing no evidence of the contrary. Equally, the club stressed that the player admitted to the club fully complying with its financial obligations as per the Agreement.

13. The club also argued that, had the contract hypothetically not been mutually terminated, the club would have had a just cause to terminate it unilaterally, due to the player's unprofessional behaviour. The club provided a detailed chronology of the facts preceding the termination, including, in particular, alleged disciplinary contraventions and unauthorised absences from the club, despite constant warnings from management to return.

14. As to the player's injury and medical costs, the club emphasised that following several medical evaluations, it had arranged his surgery in Spain. Notwithstanding, the player had allegedly refused such surgery and requested to be operated in Brazil, with one specific doctor, whilst he would bear the financial, legal and medical consequence of such. The club enclosed as evidence a declaration allegedly signed by the player which stated that he insisted *"to have the (...) surgery in Brazil upon my arrival on maximum date of 11 September 2020 and I am totally responsible financially legally and medically regarding all the consequences related and I release [the club] from all and any responsibility related, since the decision to make the surgery is upon my request, decision and my free will without any pressure from [the club], and I do acknowledge that I travelled on the 16th March 2020 to Brazil for the same matter but I didn't commit and didn't execute my obligations in this regards, as well I acknowledge that [the club] exerted the utmost efforts to support me in this regard, for example (...) [by arranging] private and medical trip to Spain (...)".* The club also submitted as evidence warnings sent to the player, salary reductions as punishment for his extended absence following the operation, and unused flight tickets intended for the player's return.

15. Furthermore, the club pointed out that, prior to signing the Agreement, the player acknowledged the lawfulness of the deductions imposed by the club and signed an "Acknowledgement" letter, confirming that he received all amounts due to him until that date.

16. The club also stated that, in February 2021, the player signed a new employment contract with the Brazilian club Maringá FC and more recently in 2023 with Cianorte, also from Brazil.

17. In view of the facts described above, the club wished to stress the lack of commitment of the player to his own recovery treatment, thus denying the accusation that it terminated the contract due to his injury. The club claimed to have provided the player with due medical care, but the latter acted in a reckless, unprofessional manner in the process. Regardless, the club argued, the termination was the result of mutual consent, and not a unilateral decision of the club.

18. The club also rejected the player's argument that he waived salaries to his detriment, when signing the termination agreement. Due to his unauthorised absence and his non-compliance with the club's warnings, the latter could have terminated the contract with just cause and requested him to pay compensation to the club. Nonetheless, the parties concluded a mutual agreement, which was purportedly more beneficial for the player.

19. In conclusion, the club requested for the claim to be deemed partially inadmissible, and in any event rejected as to the request for any compensation or outstanding remuneration.

### c. Replica of the Player

20. In his replica, the player insisted on the arguments presented in his claim and addressed the accusations made by the club in its reply.

21. In particular, the player understood that his claim is not affected by prescription, as the termination agreement dated 18 February 2021 contains a clear acknowledgement of debt, which sets the start of the 2-year prescription time anew. Thus, his claim was lodged on 17 February 2023, i.e. within the 2 years of the fact giving rise to the dispute.

22. As to the substance, and in particular the club's accusations of breach of contract on his part, the player indicated that the club did not provide substantial evidence of such and rejects the deductions imposed on his remuneration as undue, since *"no disciplinary proceedings were open against the Player before the Club decided to impose deductions of the monthly salaries from September 2020. The Player was never offered an opportunity to respond before imposing such deductions"*. He also points out that the club's email dated 28 October 2020 did not mention the percentage of, or the reason for the fine imposed on him, showing that the club acted in bad faith. The player further outlined that he never received a copy of the club's disciplinary regulations, based on which the fines were imposed. In this respect, the player emphasised that *"This email shows that the Club surely paid the monthly salary of the Player late as under Art. 6 of the Employment Contract the monthly salary shall be paid by the last day of the worked month. This means the monthly salary of the Player for the month of September 2020 was due by 30 September 2020, however the Club only informed the Player of a deduction of his monthly salaries (September included) on 28 October 2020 demonstrating that by that date it still had not paid the salary of the Player for the month of September 2020"*. The player also made

reference to the jurisprudence of the Football Tribunal and CAS, as per which outstanding salaries cannot be set off against fines.

23. The player insisted equally that the termination agreement should be considered as invalid. He stressed that the club did not provide any evidence that no remuneration was outstanding at the time the agreement was signed or that any reduction of his salary had been somehow agreed upon. The player, on the contrary, provided several bank statements proving the exact amount he received from the club, which lead to the conclusion that EUR 1,837,926 are still outstanding. In particular, the player pointed out that *"despite alleging that no amounts were outstanding the Club felt the need to make the Player sign an acknowledgment on 31 January 2021 renouncing to the deductions (unlawfully) applied by the Club on the monthly salaries of the Player and, a few days a later, sign the Termination Agreement as well. Moreover, despite the fact that the Club submitted a document allegedly confirming that the Club paid all its obligations under the Employment Contract up to 30 June 2020 it is clear that the evidence submitted by the Player reflect otherwise"*. Reference was made to art. 341 of the SCO, insisting that a waiver of outstanding salaries is not legal.

24. The player further pointed to the club's bad faith in accusing him of several contractual breaches, while being in breach of its own financial obligations. He also asserted that an employee is allowed to refuse work in case the employed is in default of its contractual obligations, in accordance with the legal principle of *"exception non adimpleti contractus"*.

25. In view of the foregoing, the player insists on his original request for relief.

### d. Duplica of the Club

26. In its final comments, the club insisted on the arguments raised in its reply. In addition, the club indicated that the player does not dispute having committed the breaches indicated in the club's reply, in particular, his unprofessional behaviour and the non-compliance with the rehabilitation process. He only addressed the alleged fault of the club to pay his salaries in a complete and timely manner, without however providing evidence that he had ever put the club in default of such payments.

27. The club further denied having in any manner breached the contract and pointed out that the player did not provide any evidence of such alleged breaches. The player however *"was given several opportunities to present his position, cure his breaches and fully comply with his contractual obligations. Not once the Player disputed any of the statements by the Club nor responded to any of the several notices issued by Shabab throughout the duration of the Employment Agreement"*.

28. The club also insisted on the validity of the termination agreement and on the absence of any acknowledgement of debt in it.

29. The club insisted also that the player received a copy of the disciplinary regulations of the club and enclosed a copy of a "receipt of a list of discipline & violations regulation prize money regulations" signed by the player, as well as a copy of an email to him dated 13 November 2019, to which these regulations were purportedly attached.

30. The club also claims to have made the following payments to the player, which the latter failed to mention:

*- On 26 August 2019, EUR 500,000 paid in cash, providing as evidence a receipt dated 26.08.2019 allegedly signed by the player;*

*- On 12 September 2019, EUR 50,000 transferred to the player's bank account with HSBC Bank Middle East.*

*- On 12 September 2019, EUR 300,000 transferred to the player's Brazilian bank account with Banco Ourinvest.*

*- On 30 September 2019, EUR 265,000 paid as salary to the player's Brazilian bank account with Banco Ourinvest.*

31. The club also clarified that the player was not injured at the time the termination agreement was signed, but *"rather unfit and requiring a few weeks to achieve competition form"*.

32. Finally, the club mentioned that the player just ignored several documents signed by him and presented in the club's reply, in which he acknowledged he would bear the costs of his treatment or having received his remuneration, and did not deny having signed them.

33. Based on the foregoing, the club insisted on its original request for relief.

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## III. Considerations of the Dispute Resolution Chamber

### a. Competence and applicable legal framework

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 17 February 2023 and submitted for decision on 7 July 2023. Taking into account the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

2. Subsequently, the members of the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (May 2023 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Brazil and a club from the United Arab Emirates.

3. The Chamber also took note of the fact that the parties were in disagreement as to the admissibility of the claim. In particular, it recalled that the club had argued that the player's claim for remuneration falling due prior to 17 February 2021 should not be heard, as they fall outside the date of prescription. Equally, the Chamber observed the rebuttal of the player, who argued that the purported debt had been acknowledged as a result of the termination agreement.

4. The Chamber subsequently revisited the wording of the termination agreement, which stipulated as follows:

   "*Whereas the player is entitled under the contract to collect, from 01 February 2021 until 17 July 2021, the net amount of EUR 1,250,000 in concept of salaries.*

   *(...)*

   *As final compensation for the termination of the contract, the parties hereby acknowledge that as compensation for the early termination of the contract, the club shall pay to the player, upon transfer to his Brazilian account a settlement amount corresponding to one instalment of EUR 200,000 (...), payable as per clause 5 below.*"

5. In respect of the above, the Chamber wished to point out that whilst the Agreement specified the total amount due to the player between 1 February 2021 and the contractual expiration date, and the compensation payable in consideration of the premature departure from the Contract, no outstanding amount due to the player had been specified.

6. Thus, the Chamber firstly considered that no part of the termination agreement could be considered a novation or acknowledgement of an alleged debt owed to the player, and that, by way of consequence, any amounts claimed by the player, falling due prior to 17 February 2021, should be held as prescribed.

7. 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 17 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

8. 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

9. 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

10. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute the validity of the termination agreement, and the consequent obligation to remit any amounts under the concepts of outstanding remuneration and compensation.

11. In this context, the Chamber acknowledged that its task was to determine whether the termination agreement was validly concluded, or whether, by way of consequence, the contract had been terminated with or without just cause.

12. In this respect, the Chamber revisited the arguments submitted by the parties, beginning with the player, who argued that the club terminated the contract without just cause (by

means of the termination agreement), forcing him to sign such document while he was injured and owed outstanding remuneration. The Chamber noted that, although the player admits to having signed the termination agreement of 17 February 2023, he deems that his consent was flawed and the agreement should thus be considered null and void.

13. On the other hand, the Chamber took note of the club's line of argument, who requested for the termination agreement to be upheld. The Chamber particularly observed that the club pointed to the lack of evidence submitted as to any duress or deceit during the signature of the termination agreement. Equally, the Chamber took note of the argumentation that the player had been in breach of the Contract, and that the club, contrarily, had always complied with the terms thereof, as well as the termination agreement, remitting the amount thereunder. In conclusion, the club argued that, by signing the termination agreement, it did the player a favour, as it would have had just cause to terminate the Contract unilaterally.

14. Before analysing the submissions of the parties, the Chamber recalled the wording of art. 13 par. 5 of the Procedural Rules, in accordance with which a party that asserts a certain fact bears the burden of proving its veracity.

15. Having established the above, the Chamber took particular note of the fact that the player indeed acknowledged having signed the termination agreement, whilst providing no evidence that he was in any manner deceived by the club, and forced to sign a document with a different content than originally agreed upon. Furthermore, the Chamber observed that, the player provided no evidence of any agreement, in principle or in practice, stipulating payment of EUR 1,000,000, having been concluded by the parties. On the contrary, the Chamber deemed that, with his claim, the player appeared to be attempting to reverse the signature of a binding legal document without previous and careful analysis of its content upon its signature.

16. The Chamber further wished to refer to its own longstanding jurisprudence in laying down that a contractual party signing a document of legal significance, as a general rule, does so on its own responsibility and is liable to bear the legal consequences of such signature.

17. Therefore, in the absence of sufficient evidence to overturn the validity of the termination agreement, the Chamber firstly held that said agreement would be upheld, and considered valid and binding.

18. Equally, the Chamber wished to point out that the termination agreement did not represent a waiver of past salaries for services already performed, but rather a freely negotiated agreement to mutually terminate an employment relationship against a payment towards the player of EUR 200,000. Said conclusion was particularly supported by the fact that the player failed to address or deny the breaches of contract the club accused him of.

19. In light of the above, the Chamber concluded that the termination agreement was the basis of the present claim, superseded any other contract previously concluded between the parties, and was freely negotiated by the parties and duly executed by the club, with such execution ultimately remaining uncontested by the player.

20. Consequently, the Chamber decided to reject the player's claim, insofar as it is admissible.

### d. Costs

21. 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.

22. 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.

23. 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, Leonardo da Silva de Sousa, is rejected insofar as it is admissible.

2. 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