

# Decision of the Dispute Resolution Chamber

passed on 30 October 2023

regarding an employment-related dispute concerning  
the player Shafik Batambuze

**BY:**

**Angela Collins (Australia)**

**CLAIMANT:**

**Shafik Batambuze, Uganda**

Represented by Kaganzi & Co Advocates

**RESPONDENT:**

**Singida Big Stars Football Club, Tanzania**

## I. Facts of the case

1. On 29 December 2021, the Ugandan player Shafik Batambuze (hereinafter the *Claimant* or the *Player*) and the Tanzanian club Singida Big Stars Football Club (hereinafter the *Respondent* or the *Club*) concluded employment agreement (hereinafter the *Employment Agreement*), valid for “two football seasons”. In accordance with the Transfer Matching System (TMS), the Employment Agreement ran as from 30 December 2021 until 29 December 2022.
2. Based on the Claimant’s submission, the Employment Agreement was valid until December 2023: *“The first paragraph of the Contract indicates that the contract commenced in January 2022 meaning that the two complete football seasons will expire in December 2023. To support the above facts, the Club fielded the player from January 2022 and further requested the player to report on duty for the 2023/24 season to complete his contract and Player reported back to the Club. (Both the original letter in Kiswahili language and auto translated English version are attached and marked Annex “B”).”*
3. In accordance with TMS, the seasons in Tanzania run as follows:
  - Season 2022/2023: 1 July 2022 – 31 May 2023;
  - Season 2023/2024: 15 June 2023 – 31 May 2024.
4. In accordance with Clause 3 of the Employment Agreement, the Claimant and the Respondent (jointly referred to as the *Parties*) agreed upon the following financial benefits:
  - USD 3,000/month as a salary;
  - USD 40,000 “as a fee for two seasons”;
  - TZS 20,000 “as allowance for participating in competitive football games for the club plus 4 additional friendly games and submitted by the coach”;
  - “transport costs, meals and other related expenses directly connected with the provision of football services by the Player to the Club for outstation matches”.
5. The Claimant alleged that the amount of USD 15,000 from the sign-on fee remained outstanding, and *“without any justification, the Club paid the Player only USD 2500 for the months of **January, February, March, April, May and July 2022** instead of the USD 3000 agreed in the Contract”*. The Claimant further argued that salaries of June 2022 and June 2023 remained unpaid and that the August 2023 salary was paid only in the amount of USD 2,400.
6. On 2 August 2023, the Claimant sent a default notice to the Respondent, reminding about outstanding payment in the total amount of USD 24,000, corresponding to parts of outstanding salaries as well as the sign on fee. In the said notice, the Claimant granted the Respondent 15-days to comply with its financial obligations.

7. By correspondence of 23 August 2023, the Claimant sent a further reminder to the club “to pay the outstanding salaries of USD 9000 and outstanding contract sign-on fees of USD 15000”. In the same letter, the Claimant inquired regarding his concerns that he might not be registered for the 2023/2024 season.
8. On 11 September 2023, the Claimant unilaterally terminated the Employment Agreement.
9. During the pending proceedings before FIFA, the Player informed the FIFA general secretariat that he remained unemployed.

## II. Proceedings before FIFA

10. On 22 September 2023, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of the Claimant

11. The requests for relief of the Claimant were the following:

*I. A declaration that the Contract was terminated by the Claimant with just cause*

*II. An order that the Respondent pays the Claimant the total amount of **USD 9000** as outstanding salaries plus 5% interest p.a. on **USD 6000** as of 31st July 2022 when it became due until the date of effective payment. i.e.*

*a) 5% p.a. as of 31st July 2022 on the amount of **USD 3000** (the total unpaid balance of USD 500 each month for the months of January 2022, February 2022, March 2022, April 2022, May 2022 and July 2022) and 5% p.a. as of 30th June 2022 on the amount of **USD 3000***

*III. An order that the respondent pays the claimant the total amount of **USD 600** as an outstanding balance on the salary of August 2023.*

*IV. An order that the respondent pays the claimant the total amount of **USD 15000** corresponding to the balance on the sign-on fee plus 5% interest p.a. as of 29th December 2021 until the date of effective payment.*

*V. An order that the respondent pays the claimant the total amount of **USD 12000** as compensation for breach of contract plus 5% p.a. from the date of the decision until the date of effective payment.”*

12. The Claimant based its claim on art. 14 and 14bis of the Regulations as he argued that there were at least two salaries outstanding. The Claimant further argued that it had just cause to due to his “non-registration of the Player to play for the Club for the season of 2022/23”.
13. Regarding the calculation of the compensation, the Claimant argued as follows:  
*“(…) officially terminated the contract on 11<sup>th</sup> September 2023, the contract would have run for 4 more months of September, October, November and December 2023 during which the Player would have earned the total amount of USD 12000.”*

## **b. Position of the Respondent**

14. Despite being invited to do so, the Respondent failed to reply to the claim.

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

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

15. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter also referred to as the *Single Judge*) analysed whether she was competent to deal with the case at hand. In this respect, the Single Judge took note that the present matter was presented to FIFA on 22 September 2023 and submitted for decision on 30 October 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.
16. Subsequently, the Single Judge 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 Single Judge is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Ugandan player and a Tanzanian club.
17. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she 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 22 September 2023, the May 2023 edition of said regulations (hereinafter *the Regulations*) is applicable to the matter at hand as to the substance.

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

18. The Single Judge 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 Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which she may consider evidence not filed by the parties, including without limitation the evidence generated by or within the TMS.

### **c. Merits of the dispute**

19. Her competence and the applicable regulations having been established, the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by

acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised that in the following considerations she will refer only to the facts, arguments and documentary evidence, which she considered pertinent for the assessment of the matter at hand.

#### **i. Main legal discussion and considerations**

20. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that this is a claim of a Player against a Club concerning a termination of the employment relationship based on the alleged non-payment of certain financial obligations (USD 24,600) by the Respondent as per the contract, in accordance with art. 14bis of the Regulations.
21. The Single Judge further noted that the claim remained uncontested by the Respondent and, consequently, she will base her decision on file (art. 21 par. 1 of the Procedural Rules).
22. In this context, the Single Judge recalled the wording of art. 14bis par. 1 of the Regulations, in accordance with which, if a club unlawfully fails to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).
23. At this point, the Single Judge recalled that the Claimant asserted not having received his remuneration corresponding to (i) outstanding sell-on fee of USD 15,000 (ii) two monthly salaries of June 2022 and July 2023 of USD 6,000; (iii) and remaining amounts of January – May 2022 salary as well as July 2022 salary of USD 3,000 and has provided written evidence of having put the Respondent in default on 2 August 2023, i.e. at least 15 days before unilaterally terminating the contract on 11 September 2023.
24. Thus, considering that the claim remained undisputed, the Single Judge concluded that the Claimant had a just cause to unilaterally terminate the contract, based on art. 14bis of the Regulations.
25. Finally, the Single Judge remarked that the amount of USD 600 as remainder of August 2023 salary was also claimed in the current proceedings and be granted to the Player in line with the principle *pacta sunt servanda*.

#### **ii. Consequences**

26. Having stated the above, the Single Judge turned her attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

27. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the Player:
- USD 15,000, corresponding to the sell-on fee;
  - USD 3,000, corresponding to the remaining amounts of January, February, March, April, May and July 2022 salaries;
  - USD 3,000, corresponding to June 2022 salary;
  - USD 3,000, corresponding to July 2023 salary;
  - USD 600, corresponding to the remaining amount of August 2023 salary.
28. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the contract at the moment of the termination, i.e. USD 24,600.
29. In addition, taking into consideration the Claimant's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as follows:
- USD 15,000 as outstanding remuneration plus 5% interest p.a. as from 30 December 2021 until the date of effective payment;
  - USD 3,000 as outstanding remuneration plus 5% interest p.a. as from 1 July 2022 until the date of effective payment;
  - USD 3,000 as outstanding remuneration plus 5% interest p.a. as from 1 August 2022 until the date of effective payment;
  - USD 3,000 as outstanding remuneration plus 5% interest p.a. as from 1 August 2023 until the date of effective payment.
30. In line with the legal principle *ne ultra petita*, and because the Claimant failed to request interest over the amount of USD 600, no such interest was awarded.
31. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable to the Player by the Club in the case at stake. In doing so, the Single Judge 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.
32. In application of the relevant provision, the Single Judge held that she 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 Single Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

33. As a consequence, the Single Judge determined that the amount of compensation payable by the Club to the Player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Single Judge recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
34. Bearing in mind the foregoing as well as the claim of the Player, the Single Judge proceeded with the calculation of the monies payable to the Player under the terms of the contract from the date of its unilateral termination until its end date. Consequently, the Single Judge concluded that the amount of USD 12,000 (i.e. residual value of the contract between September to December 2023) serves as the basis for the determination of the amount of compensation for breach of contract.
35. In continuation, the Single Judge 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.
36. In this respect, the Single Judge noted that the Player remained unemployed since the unilateral termination of the contract.
37. The Single Judge referred to art. 17 par. 1 lit. ii) of the Regulations, according to which, in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
38. In this respect, the Single Judge decided to award the Player compensation for breach of contract in the amount of USD 12,000, i.e. USD 3,000 times 4, as the residual value of the contract.
39. Lastly, taking into consideration the coach's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the coach interest on said compensation at the rate of 5% p.a. as of the date of the decision, i.e. 30 October 2023 until the date of effective payment.

### iii. Compliance with monetary decisions

40. Finally, taking into account the applicable Regulations, the Single Judge 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.
41. In this regard, the Single Judge 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.
42. Therefore, bearing in mind the above, the Single Judge decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
43. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
44. The Single Judge 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

45. The Single Judge 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 Single Judge decided that no procedural costs were to be imposed on the Parties.
46. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
47. Lastly, the Single Judge concluded her 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, Shafik Batambuze, is partially accepted.
2. The Respondent, Singida Big Stars Football Club, must pay to the Claimant the following amount(s):
  - **USD 15,000 as outstanding remuneration** plus 5% interest *p.a.* as from 30 December 2021 until the date of effective payment;
  - **USD 3,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 July 2022 until the date of effective payment;
  - **USD 3,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 August 2022 until the date of effective payment;
  - **USD 3,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 August 2023 until the date of effective payment;
  - **USD 600 as outstanding remuneration.**
  - **USD 12,000 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 30 October 2023 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
  2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer

**NOTE RELATED TO THE APPEAL PROCEDURE:**

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

**NOTE RELATED TO THE PUBLICATION:**

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules Governing the Football Tribunal).

**CONTACT INFORMATION**

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