

Decision of the Players Status Chamber

passed on 21 November 2023

BY:

Julie JORGENSEN (Denmark)

CLAIMANT:

Abdeladim Garjmi, Morocco

Represented by Mr Khaddor Abdelkader

RESPONDENT:

Alltihad, Oman

I. Facts of the case

1. On 19 August 2022, Mr Abdeladim Garjmi and Alltihad concluded an employment contract as "president of the football section" valid as from the date of signature until 15 May 2023.
2. Accordingly, the coach was entitled to OMR (Omani Rial) 500 per month.
3. Following art. 6, the coach was entitled to a bonus to be determined by the club's board.
4. The contract further stipulated the following:
"Art. 3 - La deuxième partie est tenue de collaborer avec le conseil d'administration. le staff technique et le staff administratif afin d'améliorer le niveau du football au club »
 (...)
La deuxième partie est tenue de s'intéresser et s'engager à assister à toutes les séances d'entraînement fixées et les matchs. »
Free translation into English :
"Art. 3 - The second party is obliged to collaborate with the board of directors, the technical staff and the administrative staff in order to improve the level of football at the club".
 (...)
The second party is required to take an interest in and commit to attending all scheduled training sessions and matches."
5. On 24 July 2023, the claimant sent a default notice to the club, requesting the payment of OMR 2,800, corresponding to his salaries since October 2022 until the end of the contract, and granted 10 days to remedy the default.

II. Proceedings before FIFA

6. On 28 August 2023, Mr ABDELADIM GARJMI lodged a claim before for outstanding remuneration and requested the payment of the following amounts:

Item	Description	Amount (in Rial Omani)
1- Salaries	- Salaries for the period from November 2022 to May 2023	2800 (i.e. 400*7)
2- Match Bonuses	- 1 championship match won at home, each worth 100 Rial	100
	- 4 Sultanate of Oman Cup matches:	
	- 2 matches at home, each worth 100 Rial	200
	- 2 matches away, each worth 150 Rial	300
3- Additional Expenses	- Car rental on February 25, 2023	56
	- Car rental on May 21, 2023	150
	- Airfare for return to Morocco	197

7. The Claimant provided a copy of his "AFC" "B" and "C" Coaching Certificates.
8. The Respondent failed to reply to the claim.

III. Considerations of the Players ' Status Chamber

a. Competence and applicable legal framework

1. First of all, the Single Judge of the Players' Status Chamber (hereinafter also referred to as *Single Judge or Judge*) analysed whether it was competent to deal with the case at hand. In this respect, she took note that the present matter was presented to FIFA on 28 August 2023. Taking into account the wording of art. 34 of the May 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 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. c) of the Regulations on the Status and Transfer of Players (May 2023 edition), the Players' Status Chamber is competent to deal with disputes of an international dimension between coach and club.
3. Subsequently, the Single Judge 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 28 August 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

4. 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 it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

c. Admissibility

5. The Judge observed the Claimant had been engaged by the Respondent under the title of "president of the football section."
6. However, the Judge considered that this designation deviated from the conventional role of a coach as outlined in FIFA regulations, where a coach is defined as an individual responsible for player training, selection, tactical decisions during matches, and competition-related tasks.

7. Indeed, the Judge considered that the term "president" typically implied administrative or organizational functions, rather than coaching responsibilities. The Judge noted that the contract placed significant emphasis on collaboration with the board of directors, technical staff, and administrative personnel to enhance the club's football standards, with a specific directive for attending training sessions and matches. Notably, in the opinion of the Judge the requirement to "collaborate with the technical team" suggested that the Claimant did not occupy a role within the technical team itself.
8. The Judge also observed that, while the Claimant might have held coaching licenses, the mere possession of such certificates did not inherently categorize him as a coach within the specific context of this case. To substantiate his claim as a coach, the Judge determined that Claimant would have needed to provide documentation or other evidence demonstrating his coaching activities within the club.
9. Considering these factors, the Single Judge determined that the claim presented by the Claimant was inadmissible, as he had not satisfactorily proven his role as a coach within the club.


d. Costs

10. 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.
11. 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.
12. Lastly, the Single Judge concluded its deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Abdeladim Garjmi, is inadmissible.
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

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