

# Decision of the Dispute Resolution Chamber

passed on 6 December 2023

regarding an employment-related dispute concerning  
the player Lerato David Manzine

**BY:**

**Calum BEATTIE** (Scotland)

**CLAIMANT:**

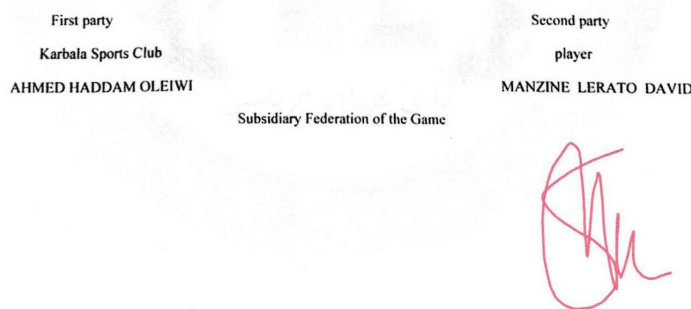
**Lerato David Manzine, South Africa**  
Represented by K4 Alchemy Consult

**RESPONDENT:**

**Karbala Club, Iraq**

## I. Facts of the case

1. According to the player, Lerato David Manzine, he signed an employment contract with Karbala Club valid as from 1 September 2023 until 30 June 2024.
2. According to art. 10 of the contract, the player was entitled to USD 3,000 per month, as well as to one air ticket from Iraq to South Africa.
3. The contract as presented by the player is as follows:



## II. Proceedings before FIFA

4. On 9 October 2023, the player lodged a claim before the FIFA Football Tribunal for breach of contract without just cause and requested the following amounts, plus 5% interest p.a. as from the due dates.
  - USD 3,000 as "outstanding salary" (note: no specification as for the due date)
  - USD "300,000" as compensation (i.e. "3,000\*10 = 300,000") (note: the calculation appears to be incorrect)
  - Payment of legal costs, including travel and accommodation costs resulting from the dispute;
5. The player argued that the club repudiated the contract and referred to art.s 14 par 2 and 14 bis of the Regulations.
6. According to the player, the club was in bad faith and expressed lack of interest for him.
7. The player provided a copy of an air ticket from Johannesburg to Baghdad arriving on 15 September 2023.
8. The player also provided screenshots from social media.
9. In its reply, the club denied having signed a contract with the player.

10. According to the club, the player was presented by an agent for a test.
11. However, the club explained that the player's fitness and ability was determined as low following the test and noted that his "Wight is high".

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

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

1. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter also referred to as *the Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 9 October 2023 and submitted for decision on 6 December 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. b) of the Regulations on the Status and Transfer of Players (May 2023), 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 South African player and an Iraqi club.
3. 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 9 October 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 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. Merits of the dispute**

5. His 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 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**

6. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the matter at stake concerns an alleged breach of contract without just cause.
7. In this context, the Judge noted that the first legal issue to determine is whether there was a valid contract between the parties, given that the Respondent contested having signed a contract with the player.
8. In particular, the Judge observed that it is essential to determine whether a legally binding contract exists between the parties, given that no signed contract has been presented by the Claimant (cf. point I. 1 above). On this note, and following the principle of burden of proof, the Judge understood that it was up to the Claimant to prove the existence of a contractual relationship. In the absence of a signed contract, the Judge recalled the longstanding jurisprudence of the Football Tribunal, according to which the DRC needs to be particularly cautious when assessing the validity of claims regarding the existence of labour relationships.
9. Moreover, the Judge also verified the information included in the Transfer Matching System (TMS), and observed that the transfer of the Claimant to the Respondent was not entered into the system.
10. The Judge also noted that the player provided screenshots from social media. In the opinion of the Judge, this evidence lacks the necessary attributes to establish a contractual relationship: these screenshots are not accompanied by any form of hyperlink or other verifiable connection to club as well as to the alleged contractual agreement. The Judge considered that, in any case, they do not prove the existence of a contractual agreement.
11. Taking all of these factors into consideration, the Judge established that there is insufficient evidence to conclude the existence of a valid employment contract between the parties.
12. Therefore, the Judge had no other option than to conclude that the claim of the Claimant shall be rejected.

#### **d. Costs**

13. The 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 Chamber decided that no procedural costs were to be imposed on the parties.
14. Likewise, and for the sake of completeness, the 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.
15. Lastly, the Judge concluded his 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, Lerato David Manzine, is rejected.
2. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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**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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