

# Decision of the FIFA Disciplinary Committee

passed on 23 November 2023

**DECISION BY:**

**Anin YEBOAH (Ghana), Deputy Chairperson**

**ON THE CASE OF:**

**Mr. Camilo da Silva Sanvezzo, Brazil**

**Club Mazatlán FC, Mexico**

(Decision FDD-16418)

**REGARDING:**

**Art. 21 of the FIFA Disciplinary Code - *Failure to respect decisions***

## I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the Deputy Chairperson of the FIFA Disciplinary Committee (**the Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 15 July 2021, the FIFA Dispute Resolution Chamber (**DRC**) passed a decision (under ref. FPSD-2010 – **the DRC Decision**) regarding an employment-related dispute, by means of which it *inter alia* rejected the claim of the club Persatuan Bolasepak Negeri Johor (**the Claimant**) against the Brazilian player Mr Camilo da Silva Sanvezzo (**the Respondent 1** or **the Player**) and the Mexican club Mazatlán FC (**the Respondent 2** or **the Club**).
3. The grounds of the DRC Decision were duly notified to the parties on 24 August 2021.
4. On 14 September 2021, the Claimant filed an appeal against the DRC Decision before the Court of Arbitration for Sport (**CAS**).
5. On 07 September 2023, the CAS rendered its Award (ref. CAS 2021/A/8303 – **the CAS Award**), by means of which it set aside the DRC Decision and ruled, *inter alia*, as follows:

*"3. Mr Camilo da Silva Sanvezzo and Mazatlán FC are jointly and severally liable to pay Persatuan Bolasepak Negeri Johor (JDT) USD 520,000 (five hundred and twenty thousand US dollars), plus 5 interest p.a. from 12 November 2020 until the date of effective payment.*

*[...]*

*5. Mr Camilo da Silva Sanvezzo and Mazatlán FC are each ordered to separately pay CHF 3,000 (three thousand Swiss francs) to Persatuan Bolasepak Negeri Johor (JDT) as a contribution towards its legal fees and expenses incurred in connection with this arbitration.*

*[...]"*

6. On 23 and 26 October 2023, the Claimant informed the FIFA Disciplinary Committee that the Respondents 1 and 2 (together as **the Respondents**) have not respected the CAS Award and requested to *"grant the deadline stipulated in the FIFA Disciplinary Code, and in case of persistent default, to apply the relevant sanctions"*<sup>1</sup>.
7. On 3 November 2023, in view of the foregoing, as it appeared that the Respondents had not complied in full with the CAS Award, the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) *inter alia* informed the Respondents that such conduct would constitute a potential breach of art. 21 of the FIFA Disciplinary Code, 2023 edition (**FDC**) and therefore, in accordance with art. 58 FDC as read in conjunction with Annexe 1 FDC, proposed the following sanction(s) on the basis of the existing case file (**the Proposal**):

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<sup>1</sup> Free English translation

"1. The Respondents, Mr. Camilo Da Silva Sanvezzo & FC Mazatlán, **shall jointly pay to Persatuan Bolasepak Negeri Johor (the Claimant)** as follows:

- USD 520,000 (five hundred and twenty thousand US dollars), plus 5% interest p.a. from 12 November 2020 until the date of effective payment.

2. The Respondents **shall each separately pay to the Claimant** as follows:

- CHF 3,000 (three thousand Swiss francs) as a contribution towards its legal fees and expenses incurred in connection with the arbitration proceedings.

3. The Respondents **are granted a final deadline of 30 days** as from the present proposal becoming final and binding in which to pay the amount(s) due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the Decision within the period stipulated:

a) a ban on registering new players will be issued on FC Mazatlán until the complete amount due is paid; and

b) the present matter will, upon request of the Claimant, be resubmitted to the FIFA Disciplinary Committee, so that a ban on taking part in any kind of football-related activity may be imposed on Mr. Camilo Da Silva Sanvezzo.

4. The Respondents **shall jointly pay a fine to the amount of CHF 25,000."**

8. On 06 November and 08 November 2023 (i.e. within the 5-day deadline granted by art. 58 FDC), the Respondents rejected the Proposal of the Secretariat and provided their respective positions<sup>2</sup>.

## II. RESPONDENTS' POSITIONS

9. The positions provided by the Respondents may be summarized as follows:

### A. Position of the Respondent 1

10. The Respondent 1 is unable to comply with the CAS Award as he does not have the financial means to pay the amounts due. The Respondent therefore requested the FIFA Disciplinary Committee to enable the parties to reach an agreement.
11. Based on the above, and pursuant to the relevant FIFA Procedural Rules Governing the Football Tribunal, the Respondent 1 has requested for a mediation to be held in the present case.

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<sup>2</sup> Please see section II. *infra*. for the positions of the Respondents in full.

## B. Position of the Respondent 2

12. On 21 December 2021, the Respondents entered into a settlement agreement by which the Respondent 1 agreed to:
  - release the Respondent 2 from any debt(s) arising from the CAS Award;
  - compensate the Respondent 2 for any debt(s) arising from procedure related to the CAS Award.
13. The Respondent 2 has sent several communications to the Respondent 1 in order for him to comply with the CAS Award.
14. On 3 November 2023, the Respondent 2 filed a claim in front of the *Comisión de Conciliación y Resolución de Controversias de la FMF* against the Respondent 1 for failure to comply with the aforementioned settlement agreement of 21 December 2021.
15. On 7 November 2023, the *Comisión de Conciliación y Resolución de Controversias de la FMF* declared, *inter alia*, that it had suspended its proceedings pending a decision by the FIFA Disciplinary Committee.
16. The Respondent 2 requested the FIFA Disciplinary Committee to:
  - recognise the settlement agreement dated 21 December 2021;
  - declare that the Respondent 1 is the principal debtor in relation to the CAS Award;
  - discharge the Respondent 2 from any payment arising from the CAS Award;
  - allow the Claimant and the Respondent 1 to reach a settlement agreement;
  - alternatively, impose disciplinary measures on the Respondent 1 for failure to comply with the CAS Award;
  - subsidiarily, in the event of persistent failure or non-compliance by the Respondent 1 and following the imposition of the relevant disciplinary measures against him, hold the Respondent 2 jointly liable for the compliance with the CAS Award.

## III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

17. In view of the circumstances of the present matter, the Committee decided first to address the procedural aspects of the case, namely its jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible failure(s) of the Respondent 1 and/or the Respondent 2 to comply with the CAS Award as well as the potential sanctions resulting therefrom.

## A. Jurisdiction of the FIFA Disciplinary Committee

18. First of all, the Committee noted that at no point during the present proceedings did either the Respondent 1 or the Respondent 2 challenge its jurisdiction or the applicability of the FIFA Disciplinary Code.
19. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, on the basis of arts. 56 and 57 FDC, it was competent to evaluate the present case and to impose sanction(s) in case of corresponding violation(s).
20. In addition, the Committee recalled that, in line with art. 58 FDC, where a party rejects the proposed sanction from the Secretariat (as *in casu*), the matter shall be referred to it for a formal decision to be rendered.
21. In view of the above, the Committee confirmed that it was competent to evaluate the present case and to (potentially) impose sanctions in case of corresponding violation(s). In this respect, the Committee recalled that, on the basis of art. 51.2 of the FIFA Statutes, it may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.

## B. Applicable legal framework

22. With regard to the matter at hand, the Committee pointed out that the disciplinary offense(s), *i.e.* the potential failure(s) to comply with the CAS Award, were committed after the 2023 edition of the FIFA Disciplinary Code entered into force. As a result, it deemed that the merits as well as the procedural aspects of the present case should fall under the 2023 ed. of the FDC.
23. Having established the above, the Committee referred to art. 21 FDC which reads as follows:

*"1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision), passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS:*

*a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:*

*b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*

*(...)*

*d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period*

*stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason;*

*(...)*

*f) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.*

*2. With regard to financial decisions passed by a body, a committee, a subsidiary or an instance of FIFA, or CAS, disciplinary proceedings may only commence at the request of the creditor or any other affected party who is entitled to be notified of the final outcome of the said disciplinary proceedings, including the motivated decision if so requested.*

*3. If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed. (...)"*

24. Moreover, for the sake of good order, it is worth emphasizing that in line with art. 57.1. h) FDC, cases involving matters under art. 21 FDC may be decided by a member of the Disciplinary Committee alone, acting as a single judge, as in the present case.
25. Finally, the Committee stressed that it cannot review and/or change the substance of a previous FIFA or CAS decision which is both final and binding, but that it has as a sole task the role of verifying whether the debtor parties have complied with the relevant decision by settling their debt towards the creditor party.
26. Its jurisdiction being established and the applicable law determined, the Committee subsequently turned its attention to the CAS Award.

## **C. Merits of the dispute**

### **I. Analysis of the facts in light of art. 21 FDC**

27. The above having been established, the Committee noted that the grounds of the DRC Decision were duly notified to the parties on 24 August 2021.
28. In continuation, the Committee acknowledged that the Claimant had lodged an appeal against the DRC Decision before the CAS, and that on 07 September 2023 the CAS had rendered the CAS Award which set aside the DRC Decision and had ordered, *inter alia*, as follows:

*"3. [The Respondent 1 and 2] are jointly and severally liable to pay [the Claimant] USD 520,000 (five hundred and twenty thousand US dollars), plus 5 interest p.a. from 12 November 2020 until the date of effective payment.*

*[...]*

*5. [The Respondent 1 and 2] are each ordered to separately pay CHF 3,000 (three thousand Swiss francs) to [the Claimant] as a contribution towards its legal fees and expenses incurred in connection with this arbitration.*

*[...]"*

29. This having been established, the Committee pointed out from the case file that no challenge had been lodged before the Swiss Federal Tribunal against the CAS Award, which had therefore become final and binding.
30. In this context, the Committee recalled once more that its sole task was to analyse whether the Respondent 1 and/or the Respondent 2 had complied with their respective obligation(s) as per the (final and binding) CAS Award dated 07 September 2023, but that it could not consider its substance, *i.e.* it could not review or check the correctness of the amount(s) due to be paid as determined within the decision in question.
31. In the same vein, and keeping in mind the request of the Respondent 2, the Committee found it worthwhile to emphasise that it is not competent to assess and/or recognise the settlement agreement allegedly signed between the parties, particularly considering that said agreement was concluded almost two years before the issuance of the CAS Award subject to the present proceedings (namely on 21 December 2021)<sup>3</sup>.
32. In continuation, the Committee observed that the Respondent 1 had acknowledged the debt owed to the Claimant, emphasising that he is willing to pay the amounts due, but has not been able to do so due to his lack of financial means.
33. Taking into account the foregoing, whilst expressing sympathy with regards to the Respondent 1's financial and personal situation, the Committee pointed out that the former however pertained to the substance of the CAS Award and as such, was outside the scope of competence of the FIFA Disciplinary Committee, whose sole task is to determine whether the Respondent complied with the final and binding decision of the relevant body<sup>4</sup>.
34. In this respect, the Committee wished to refer to the content of art. 2 of the Swiss Civil Code, according to which *"[e]very person is bound to exercise his rights and fulfil his obligations according to the principle of good faith"*. Therefore, the sole fact that Respondent 1 may be undergoing financial problems does not exonerate it from its obligations to pay the outstanding amounts owed to the Claimant, as confirmed by CAS on numerous occasions<sup>5</sup>.

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<sup>3</sup> CAS 2018/A/5779

<sup>4</sup> CAS 2018/A/5779 - par. 51

<sup>5</sup> CAS 2018/A/5779; CAS 2016/A/4402; CAS 2014/A/3533; CAS 2005/A/957.

35. This having been established, the Committee also noted that the Respondents requested to be able to reach a settlement agreement with the Claimant.
36. Against such background, the Committee recalled that the particulars of any potential payments of the amounts due must be determined independently between the parties and that any possible payment plan or settlement agreement, must be agreed upon directly with the Claimant, *in casu* Persatuan Bolasepak Negeri Johor, which at its own discretion may accept or reject the payment plan/settlement agreement proposed. In other words, the Claimant is completely free to choose, unencumbered and at its own volition, as to whether it may accept or reject any potential payment plan/settlement agreement proposed by the Respondent 1 and/or the Respondent 2.
37. Notwithstanding the above, the Committee observed that subsequent to the opening of the disciplinary proceedings against the Respondents, the latter did not provide any proof of payment of the amounts due. Similarly, the Claimant did not confirm the receipt of the outstanding amounts or grant the Respondents any further time to settle their debts.
38. In light of all of the above, the Committee had no other option but to conclude that the Respondent 1 and Respondent 2, by their conduct as described above, had failed to comply in full with the CAS Award.
39. As a result, the Committee determined that the Respondent 1 and the Respondent 2, by their conduct as described above, had breached art. 21 FDC and therefore had to be sanctioned accordingly.

## II. The determination of the sanction

40. As a preliminary remark, the Committee recalled that the Respondents failed to comply with their respective obligations as per the CAS Award, by means of which they were ordered the following amounts to the Claimant:
  - i. USD 520,000 plus 5% interest p.a. from 12 November 2020 until the date of effective payment (to be paid jointly by the Respondents);
  - ii. CHF 3,000 as a contribution towards the Claimant's legal fees and expenses incurred in connection with the CAS proceedings (to be paid by each Respondent separately).
41. In this context, the Committee emphasized that these amounts were unlawfully from the Claimant by the Respondents. Even FIFA's attempts to urge them to fulfil their (respective) financial obligations failed to induce them to pay the total amounts due.
42. With regards to the applicable sanctions, the Committee observed in the first place that the Respondent 1 was a natural person, and as such could be subject to the sanctions described under arts. 6.1 and 6.2 FDC.



43. Furthermore, the Committee observed that the Respondent 2 was a legal person, and as such could be subject to the sanctions described under arts. 6.1 and 6.3 FDC.
44. Notwithstanding the above, the Committee recalled that art. 21 FDC foresees specific sanctions for anyone who fails to pay another person a sum of money in full or in part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision, in so far that the latter:
- (i) will be fined and receive any pertinent additional disciplinary measure (lit. a); and
  - (ii) will be granted a final deadline of 30 days in which to pay the amount due (lit. b);
  - (iii) upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated:
    - i. (in the case of clubs, as the Respondent 2 *in casu*) a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with (lit. d);
    - ii. (in the case of natural persons, as the Respondent 1 *in casu*) a ban on any football-related activity for a specific period may be imposed, keeping in mind that other disciplinary measures may also be imposed (lit. f).
45. Consistently with the above, and with respect to the fine to be imposed, the Committee underlined that, in line with art. 6.4 FDC, it shall range between CHF 100 and CHF 1,000,000.
46. In this respect, the Committee pointed out that Annexe 1 FDC provides for a list of specific disciplinary measures which may be taken into consideration in case of failure to respect financial decisions. As such, after analysing the circumstances pertaining to the present case, whilst taking into account the outstanding amounts in light of Annexe 1 FDC, the Committee decided that the Respondents shall jointly pay a fine of CHF 25,000.
47. Furthermore, and in application of art. 21.1.b FDC, the Committee granted a final deadline of 30 days to the Respondents in order to pay the relevant amounts due to the Claimant.
48. Finally, the Respondents are hereby warned and notified that upon the expiry of the aforementioned deadline, and in the event of persistent default or failure to comply in full with the CAS Award:
- i. the present matter will, upon the request of the Claimant, be resubmitted to the Disciplinary Committee so that a ban on any football-related activity for a specific period may be imposed on the Respondent 1 (cf. art. 21.1.f FDC);
  - ii. a ban on registering new players (both at national and international level) will automatically be imposed on the Respondent 2 until the complete amounts due are paid. For the sake of

good order, the Committee recalled that a deduction of points or relegation to a lower division may later be ordered in addition to the registration ban in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the present decision).

## **IV. DECISION OF THE DISCIPLINARY COMMITTEE**

- 1. Camilo da Silva Sanvezzo and Mazatlán FC are found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 07 September 2023 (Ref. CAS 2021/A/8303).**
- 2. Camilo da Silva Sanvezzo and Mazatlán FC are jointly and severally ordered to pay to Persatuan Bolasepak Negeri Johor as follows:**
  - USD 520,000, plus 5% interest *p.a.* as from 12 November 2020 until the date of effective payment.**
- 3. Camilo da Silva Sanvezzo and Mazatlán FC are ordered to separately pay to Persatuan Bolasepak Negeri Johor as follows:**
  - CHF 3,000 as a contribution towards its legal fees and expenses incurred in connection with the arbitration proceedings.**
- 4. Camilo da Silva Sanvezzo and Mazatlán FC are granted a final deadline of 30 days as from notification of the present decision in which to pay the amount(s) due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated:**
  - A ban on registering new players will be issued on Mazatlán FC until the complete amount due is paid;**
  - The present matter will, upon request of Persatuan Bolasepak Negeri Johor, be resubmitted to the FIFA Disciplinary Committee, so that a ban on taking part in any kind of football-related activity may be imposed on Camilo da Silva Sanvezzo.**
- 5. Camilo da Silva Sanvezzo and Mazatlán FC are ordered to jointly pay a fine to the amount of CHF 25,000.**
- 6. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



**Anin YEBOAH**

Deputy Chairperson of the FIFA Disciplinary Committee

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**NOTE RELATING TO THE LEGAL ACTION:**

According to art. 58 (1) of the FIFA Statutes as read together with art. 52 of the FDC, 2023 edition, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with CAS.

**NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:**

The Respondents, Camilo da Silva Sanvezzo and Mazatlán FC, are directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Brazilian and Mexican Football Association of every payment made and to provide the relevant proof of payment.

The Creditor, Persatuan Bolasepak Negeri Johor, is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Brazilian and Mexican Football Association of every payment received.

**NOTE RELATING TO THE BAN ON ANY FOOTBALL-RELATED ACTIVITY:**

The ban covers the participation, in any capacity, in a competition or activity authorised or organised by FIFA or any association, club or other member organisation of an association, or in competitions authorised or organised by any professional league or any international or national-level competition organisation or any elite or national-level sporting activity funded by a governmental agency.

The ban may be lifted upon full payment of the amount(s) due.

**NOTE RELATING TO THE REGISTRATION BAN:**

The registration ban mentioned in para. 3. of the present decision will be implemented automatically and immediately at national and international level by the and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat. In such case, the is reminded of its duty to implement this decision and provide FIFA with proof that the registration ban has been implemented at national level, any failure to do so being subject to potential sanctions (which can lead to an expulsion from FIFA competitions) being imposed by the FIFA Disciplinary Committee.

The Respondent shall only be able to register new players, either nationally or internationally, upon the payment to the Creditor of the complete amount due. In particular, the Respondent may not make use of the exception and the provisional measures stipulated in art. 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

A deduction of points or relegation to a lower division may be ordered in addition to the registration ban in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason.

For more information on the registration ban as well as on the scope of said disciplinary measure, reference shall be made to [FIFA circular no. 1843](#).

**NOTE RELATING TO THE PAYMENT OF THE FINE:**

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to the abovementioned case number.