

# Decision of the Dispute Resolution Chamber

passed on 4 April 2024

regarding an employment-related dispute concerning  
the player Amir Feratovic

**BY:**

**Frans DE WEGER (The Netherlands)**, Chairperson  
**Dana MOHAMED AL-NOAIMI (Qatar)**, member  
**Peter LUKASEK (Slovakia)**, member

**CLAIMANT:**

**Amir Feratovic, Slovenia**

**RESPONDENT:**

**Yukatel Adana Demirspor A.S., Türkiye**

## I. Facts of the case

1. On 4 August 2023, the player and Yukatel Adana Demirspor A.S. concluded an employment contract, valid as from the date of signature until 30 June 2026.

2. Accordingly, the player was entitled to the following net amounts:

Season	Yearly Salary (EUR)	Monthly Salary (EUR) (10 instalments per year)	Guarantee Bonus (EUR)
2023/2024	250,000	25,000	25,000
2024/2025	275,000	27,500	25,000
2025/2026	302,500	30,250	25,000

3. The contract further stipulated that the player is entitled to EUR 10,000 per season for accommodation, car and other expenses (cf. "Special Provisions").

4. According to the player, on 15 September 2023, the club hired four foreign players, thereby meaning that the club would exceed its quota for foreign players.

5. On 11 October 2023, the player sent a notice requesting an explanation on why he was not registered and granted 48 hours to confirm his status.

6. On 12 October 2023, the club replied indicating the following:

- A team list limitations are set by TFF, allowing only 24 players.
- Due to national team obligations, the club prioritized Turkish players, leaving limited spots for foreign players.
- The club paid a TRL 600,000 fine for unregistered players,
- An application for additional quotas was submitted to TFF.
- The player's license was registered on 04.08.2023, and the club commits to securing his A team license in January 2024.
- The club requested the player to continue training and offers additional training support.
- In case of termination, it would be without just cause.

7. On 14 October 2023, the player sent a termination letter, indicating the following elements:

- The club's actions seriously breach the contract, failing to protect his personality rights and preventing him from competing.
- FIFA DRC's jurisprudence emphasizes the club's obligation to ensure player registration for official matches.
- The club's failure to register him constitutes serious misconduct
- The club's admission of non-registration based on sporting decisions contradicts FIFA and CAS jurisprudence.
- Inadequate sporting performance is not a legitimate reason to terminate the employment contract, according to CAS jurisprudence.
- The club's plan to register him in the next window is unacceptable, as it undermines trust.

8. On 17 October 2023, the TFF confirmed the termination.
9. On 20 October 2023, the club sent a letter to the player, indicating the following:
  - The player, for nearly a month, accepted the non-registration without raising any objections or protests
  - Furthermore, the club diligently fulfilled its obligations under the contract and responded to the notice in good faith.
  - There was no prior warning from the player before the unilateral termination of the Employment Agreement following the club's response.
10. Despite FIFA's request, the player did not provide an update concerning his employment status. However, no further transfer appears registered in TMS.

## II. Proceedings before FIFA

11. On 28 October 2023, the player lodged a claim before the FIFA Football Tribunal for breach of contract without just cause and requested the payment of the following amounts:

Outstanding remuneration: EUR 25.000 net (September 2023).

Remaining value of the Employment Contract: EUR 907.500 net

Additional compensation for estimated sporting and financial damages: EUR 75.000 net

Interest on overdue salaries and compensation: 5% p.a.

Total: EUR 1.007.500 net

12. According to the player, the club has failed to register him on the A team list, which is a breach of the employment contract and violates the player's fundamental right to compete in official matches.
13. Hence, the player argued that he unilaterally terminated the contract with just cause due to the club's breach of contract and lack of trust and considered that the termination of the contract without prior warning is justified based on FIFA RSTP Article 14 and the commentary that allows for immediate termination in cases of deregistration or non-registration of a player.

14. In its reply, the club simultaneously lodged a counterclaim.

15. In particular, the club requested the payment of EUR 907,500 as compensation for breach of contract without just cause, plus 5% interest p.a. as from 14 October 2023.

16. The club argued that the player's non-registration with the A-Team was considered a temporary measure by the club, arguing that it was a short-term strategy to facilitate the Player's transition to a higher level following his transfer from the lower division. The club

asserted that the immediate inclusion of the Player in the A-Team was never agreed upon during the negotiation of his transfer, and the Player was aware of this.

17. The club defended that the non-registration of the Player did not violate his personality rights and had no adverse impact on his market value. It contended that it was actually beneficial for the Player's career development and market value to train with the A-Team of a club competing in the "First Tier" League in Turkey.

18. Regarding the termination of the Employment Contract, the club claimed that the Player terminated it without just cause, insisting that the contract was not terminated by the club due to inadequate sporting performance.

19. The club requested the FIFA DRC to condemn the Player to pay compensation to cover the damages suffered by the club due to the unilateral premature termination of the Employment Contract without just cause. They argued that the Player should be held liable for the termination and should face a sporting sanction.

20. Highlighting compliance with Turkish Football Federation regulations, the club emphasized that it adhered to the regulations imposing a quota on the maximum number of foreign players that can be registered on an A-Team list. They argued that the non-registration of the Player was necessary to avoid fines for exceeding the foreign player quota.

21. In response to the Player's termination letter, the club expressed disappointment and proposed to settle the dispute amicably. They reaffirmed their interest in the Player and requested him to continue training with the A-Team while awaiting registration for the second half of the season.

22. In his *replica*, the Claimant insisted that non-registration and de-registration (even for a limited period) provide a player with the right to unilaterally terminate their contract with just cause.

23. The player considered that the distinction between non-registration and de-registration is irrelevant in terms of the consequences and violation of a player's fundamental rights.

24. The Claimant further argued that the absence of a clause in the contract stipulating the need to be registered on the A team list does not negate his fundamental right to participate in collective football and play in official matches.

25. The player denied the value of any evidence provide by the club, in particular the witness statements provided by the Respondent, which are considered as biased and lack credibility, as they are employees of the Respondent and may be influenced by their employer.

26. The player underlined that the club's actions demonstrate a lack of planning and a deliberate decision to exceed the foreign player quota.

27. In its *duplica*, the Respondent argued that the player failed to rebut the arguments raised in the counterclaim and that his claims are based on wrong legal assumptions and facts.

28. The club disputed the player's claim that he had the right to unilaterally terminate his employment contract with just cause due to his non-inclusion in the A-Team list of the club.
29. The club argued that the player's position is wrong because the FIFA regulations do not grant him the right to terminate his contract solely based on non-inclusion in the A-Team.
30. The club stated that the player must prove a just cause for termination, which is not automatically assumed due to non-inclusion in the A-Team.
31. The club maintained that the player's non-inclusion in the A-Team did not violate his fundamental personality rights and did not prevent his career development or market value.
32. The club requested the FIFA Dispute Resolution Chamber to dismiss the player's statement of claim, accept the counterclaim, determine that the player terminated his contract without just cause, and order the player to pay compensation and interest to the club.

### 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 28 October 2023 and submitted for decision on 4 April 2024. 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 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 Slovenian player and a Turkish 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 28 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 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

5. 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

6. The foregoing having been established, the Chamber moved to the substance of the matter.
7. The Chamber noted that the present dispute revolves around the termination of the employment contract without just cause. In particular, the player contends that the respondent breached the contract by failing to register him on the A team list, thereby violating his fundamental right to compete in official matches. The Respondent, however, argues that the non-registration was a temporary measure and did not affect the Claimant's rights.
8. The Chamber noted that, as per the jurisprudence of FIFA and CAS, the deregistration of a player could *in principle* constitute a breach of contract since it de facto prevents a player from being eligible to play for his club. It can be considered as a violation of a fundamental right for any player.
9. Moreover, the Chamber noted that the sequence of events leading to the termination, as detailed above, including the club's admission of non-registration, suggests poor planning and execution on the part of the club.
10. The Chamber noted that the player terminated the contract on 14 October 2023 after granting 48 hours to clarify his status. The Chamber concurred that this is certainly a short period of time, but it also considered that the club's reply to the default notice, where it admitted the non-registration, was unsatisfactory, leaving grounds to the player that the club was unwilling to solve his legitimate request.
11. Given the gravity of the breach and the club's inadequate response, the Chamber arrived to the conclusion that the player could reasonably expect that the club would not continue to honour the contract. In the view of the Chamber, the breach of contract, coupled with the club's apparent unwillingness to rectify the situation, undermined the trust and confidence necessary for the contract to proceed.
12. Therefore, a majority of the Chamber established that the player's decision to terminate the contract after the 48-hour period was a reasonable and justified response to the club's failure to fulfill its contractual obligations and its unwillingness to resolve the issue in a satisfactory manner.
13. A majority of the Chamber thus determined that the player terminated the contract with just cause and is entitled to compensation, in addition to his outstanding salaries.

## ii. Consequences

14. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

15. The Chamber observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, are equivalent to the salary of September 2023, i.e. EUR 25,000.
16. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber 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. EUR 25,000.
17. In addition, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amount as from the due date until the date of effective payment.
18. Having stated the above, the Chamber 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 Chamber 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.
19. In application of the relevant provision, the Chamber held that it 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 Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
20. As a consequence, the members of the Chamber 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 Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
21. Bearing in mind the foregoing as well as the claim of the player, the Chamber 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.
22. In particular, the Chamber considered that the residual value of the contract is as follows:

Football Season	Total per season	Total Salary	Guarantee Bonus	Expenses
2023/24	EUR 260,000	EUR 225,000 (225,000*9)	EUR 25,000	EUR 10,000
2024/25	EUR 310,000	EUR 275,000	EUR 25,000	EUR 10,000
2025/26	EUR 337,500	EUR 302,500	EUR 25,000	EUR 10,000
			TOTAL:	EUR 907,500 net



23. Consequently, the Chamber concluded that the amount of EUR 907,500 net serves as the basis for the determination of the amount of compensation for breach of contract.
24. In continuation, the Chamber 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.
25. In this respect, the Chamber noted, as per the evidence on file, the player remained unemployed following the termination of the contract.
26. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of EUR 907,500 net to the player, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
27. Lastly, taking into consideration the player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of the date of the termination of the contract until the date of effective payment.
28. As a logical consequence of the above, the Chamber further rejected the counterclaim of the club.

### **iii. Compliance with monetary decisions**

29. Finally, taking into account the applicable Regulations, the Chamber 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.
30. In this regard, the DRC 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.
31. Therefore, bearing in mind the above, the DRC 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.

32. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form.
33. The DRC 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**

34. 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.
35. 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.
36. 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, Amir Feratovic, is partially accepted.
2. The Respondent, Yukatel Adana Demirspor A.S., must pay to the Claimant the following amounts:
  - **EUR 25,000 net as outstanding remuneration** plus 5% interest *p.a.* as from 1 October 2023 until the date of effective payment;
  - **EUR 907,500 net as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 14 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 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

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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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