

Decision of the Dispute Resolution Chamber

passed on 11 April 2024

regarding an employment-related dispute concerning the player Hubert Abee Ndjo'o

BY:

Oleg ZADUBROVSKIY, Russia

CLAIMANT:

Hubert Abee Ndjo'o, Cameroon

Represented by Thomas Riera

RESPONDENT:

Nakhonmaesot United, Thailand

I. Facts of the case

1. On 1 August 2023, the Cameroonian player Hubert Abee Ndjo'o (hereinafter: **Player** or **Claimant**) and the Thai club Nakhonmaesot United (hereinafter: **Club** or **Respondent**) concluded an employment contract valid as from the date of signature until 24 December 2024 (hereinafter: **Contract**).
2. Under article 2 of the Contract, the Club undertook to pay the Player a monthly remuneration of THB 25,000, payable by the 5th day of each subsequent month.
3. On 7 March 2024, the Player lodged the claim at hand before FIFA. In his claim, he argued that (i) on 30 November 2023, he was informed by the Club that his services would no longer be needed; and (ii) he was illegally dismissed and replaced by another player named Ngang as from January 2024.
4. The Player alleged that since the beginning he was “neglected” by the Club leading to a fine of THB 9,000 for his overstay in Thailand. He also claimed having unduly paid THB 25,000 “to help fix the visa complication caused by the team”.
5. In addition, the Player argued that the Club ceased paying his remuneration in December 2023 and terminated the Contract without just cause. As such, he therefore requested to be awarded the following amounts:
 - THB 25,000 as reimbursement of the visa extension fee;
 - THB 9,000 as reimbursement of the overstay fine;
 - THB 300,000 as compensation for breach of contract, amounting to 12 salaries from December 2023 until December 2024; and
 - THB 40,000 for legal costs.
6. On 11 March 2024, the FIFA general secretariat acknowledged receipt of the claim of the Player and requested him *inter alia* to provide “confirmation of the date of the termination of the employment contract at the basis of your claim, together with any additional documentation in this respect, if need be”.
7. On the same date, the Player stated as follows:

“[The Player] was illegally deregistered without proper documentation from the league while a new player by the name of ‘NGANG’ was registered as a replacement of [the Player] on 1 December 2023 by this means, the employment contract is considered TERMINATED due to the fact that only three non-Thai citizens are allowed to be signed by every teams in Thai league 3 division and as a 12 December 2023 [the Club] have three

registered non Thai players which are: Houma Ekue Andre 'Togolese', Tah Nivan Tewidikum 'Cameroonian', and the newly signed NGANG 'Cameroonian'.

[Hyperlink] all Ngang's pictures on [the Club's] facebook page as of December 2023 – January 2024".

8. In support of his allegations, the Player exclusively submitted hyperlinks allegedly to the Club's page in Facebook.
9. On 11 March 2024, the FIFA general secretariat invited the Club to file its reply on the claim of the Player by no later than 1 April 2024, to no avail.
10. On 3 April 2024, the Player informed that he remained unemployed following the alleged termination of the Contract.

II. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

11. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter: **Single 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 7 March 2024 and submitted for decision on 11 April 2024. Taking into account the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: **Procedural Rules**), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
12. Furthermore, 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, par. 1 lit. b) of the Regulations on the Status and Transfer of Players (February 2024 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 Cameroonian player and a Thai club.
13. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (February 2024 edition) and considering that the present claim was lodged on 7 March 2024, the cited edition of said regulations (hereinafter: **Regulations**) is applicable to the matter at hand as to the substance.

b. Burden of proof

14. 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 he 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

15. The 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 he will refer only to the facts, arguments, and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

16. The foregoing having been established, the Single Judge moved to the substance of the matter and took note that it pertains to a claim for breach of contract and reimbursement of expenses lodged by the Player against the Club in connection with the employment relationship previously maintained between them.

17. In particular, the Single Judge observed that the Player alleges that the Club prematurely terminated the Contract in December 2023 without just cause, triggering his entitlement to the sums sought. Conversely, the Club failed to submit its response entailing that his decision should be made on the basis of the evidence and argumentation presented by the Player only (*cf.* art. 14 par. 1 of the Procedural Rules).

18. Against this background, the Single Judge determined that his task was to establish the circumstances and the justice of the termination, as well as the ensuing consequences.

19. On this note, he turned to documentation on file and acknowledged that the only evidence submitted by the Player in support of his argumentation was the following:

- a screenshot apparently posted by the Club in its social media including its line-up for a match in January 2024, in which the Player is not listed (and was allegedly replaced by Mr Ngang);
- a copy of a fine of THB 9,000 allegedly imposed on him by the Thai authorities due to his alleged overstay in Thailand, together with a copy of his passport and proof of payment of THB 25,000 also linked to the renewal of his visa; and

- hyperlinks to Facebook posts allegedly including photos of Mr Ngang in the Club, however with no connection to the Player.
20. While considering the above, the Single Judge determined that there was not a single piece of evidence on file regarding the alleged breach and/or termination by any of the parties – such as claimed by the Player. He further outlined that it was impossible to establish when or why the Player stopped rendering services, as well as whether the Club effectively terminated the Contract at any moment in time.
 21. In other words, the Single Judge deemed that the Player failed to produce any documentation capable of corroborating what happened as from the signature of the Contract and until the submission of the claim *sub judice*. In particular, the Single Judge was of the opinion that (i) by uploading exclusively pictures of social media, the Player could not prove that he was deregistered or that Mr Ngang effectively replaced him; and (ii) the Player could also not prove that any of the fines and/or fees paid in connection with his visa were attributable to the Club.
 22. On top of that, the Single Judge found it decisive that none of the parties (and especially the Player) put the counterparty in default at any moment in time, as well as they did not exchange any type of written communication, such as notices, emails, text messages, WhatsApp messages and the like.
 23. Consequently, the Single Judge decided that – from the (lack of) documentation on file – it could not be established that a breach of contract from the Club's side occurred, let alone that it was severe enough to trigger the consequences of a corresponding termination. It followed, in his view, that the Player could not corroborate his entitlement compensation.
 24. The Single Judge concluded that seemingly around December 2023 the parties departed from their execution of the Contract and/or could not demonstrate otherwise. For completeness, the Single Judge decided that (i) as the Player confirmed having received his monies until said month, there was also no outstanding remuneration; and (ii) the Player also failed to corroborate that any of his immigration expenses were attributable to the Club, reason why his claim for reimbursement was flawed.
 25. The claim of the Player was therefore entirely rejected.

d. Costs

26. 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.

27. 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.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Hubert Abee Ndjo'o, is rejected.
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

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777