

# Decision of the Players' Status Chamber

passed on 2 April 2024

regarding an employment-related dispute concerning  
the coach Youssef Ghribi

**BY:**

**Farah MOHAMMED** (New Zealand)

**CLAIMANT:**

**Youssef Ghribi, Tunisia**

**RESPONDENT:**

**Al Amal Women's Football, Saudi Arabia**

## I. Facts of the case

1. On 17 October 2023, Mr Youssef Gharbi and Al Amal Women's Football concluded a contract as U17 Head coach, valid until 17 October 2024.
2. According to art. 5 of the contracts, the coach was entitled to SAR 3,500 per month.
3. According to the coach, on 5 January 2024, he sent a default notice.
4. On 19 January 2024, the coach sent a termination notice indicating the following:  
*« Attendu que le club n'a pas precede pour ma mise en ceuvre du contrat, a savoir l'etablissement du visa d'entree ainsi que l'envoi des tickets de voyage pour que l'entraîneur rejoigne le club.  
Attendu que l'entraîneur a deja demande le 04 Janvier 2024 au club de lui envoyer les billets d'avion pour rejoindre l'equipe premiere mais le club n'a pas reagi.  
Attendu que le club n'a pas respecte ses engagements suivant les termes du contrat a savoir le payement des dus de l'entraîneur.  
Attendu que le club n'a pas precede pour ma mise en oeuvre du contrat, a savoir l'etablissement du visa d'entree ainsi que l'envoie des tickets de voyage pour que l'entraîneur rejoigne me club.  
Attendu que le club n'a pas respecte ses engagements suivant les termes du contrat et que l'entraîneur n'a pas pu rejoindre le club pour mettre en execution son contrat. »*  
**Free translation into English :**  
*"Whereas the club has not preceded for my implementation of the contract, namely the establishment of the entry visa and the sending of travel tickets for the coach to join the club.  
Whereas on 04 January 2024 the coach already asked the Club to send him the plane tickets to join the first team, but the Club did not react.  
Whereas the club has not respected its commitments under the terms of the contract, namely the payment of the coach's dues.  
Whereas the club has not preceded my implementation of the contract, namely the establishment of the entry visa and the sending of travel tickets for the trainer to join my club.  
Whereas the club has not fulfilled its commitments under the terms of the contract and the trainer has not been able to join the club to implement his contract.*
5. The coach explained in his claim that he remained unemployed.

## II. Proceedings before FIFA

6. On 25 January 2024, the coach lodged a claim for breach of contract without just cause and requested the payment of SAR 63,000 plus 5% interest p.a. as from 19 January 2024 (i.e. 3,500\*12).
7. The Claimant argued that the club failed to execute the contract, and did not provide him with air tickets nor a visa to join the latter.
8. The Respondent failed to provide its reply.

### III. Considerations of the Players Status Chamber

#### a. Competence and applicable legal framework

9. 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, it took note that the present matter was presented to FIFA on 25 January 2024 and submitted for decision on 2 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.
10. Subsequently, the 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 the matter at stake, which concerns an employment-related dispute with an international dimension between a Tunisian coach and a Saudi club.
11. Subsequently, the 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 25 January 2024, 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

12. 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 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

13. Its competence and the applicable regulations having been established, the Judge entered into the merits of the dispute. In this respect, the Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the 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

14. The foregoing having been established, the Judge moved to the substance of the matter, and took note of the fact that the matter concerns an alleged situation of breach of contract without just

cause. The coach terminated the contract on 19 January 2024, but it would appear that the contract was not executed by the club. The coach allegedly sent a default notice before terminating the contract.

15. However, given the lack of reply to the claim, the Judge considered the statement of facts as presented by the coach is credible and sufficiently documented. As a result, the Judge could only conclude that the club failed to execute the contract, without providing a reason for such behaviour.

## ii. Consequences

16. Having stated the above, the Judge turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
17. The Judge 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 Judge firstly recapitulated that, in accordance with art. 6 of the Annexe 2 to the Regulation, 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.
18. In application of the relevant provision, the Judge 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 Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
19. As a consequence, the Judge 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. 6 of the Annexe 2 to the Regulations. The Judge recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
20. Bearing in mind the foregoing as well as the claim of the player, the Judge 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. Consequently, the Judge concluded that the amount of SAR 63,000 (i.e. SAR 3,500\*12) serves as the basis for the determination of the amount of compensation for breach of contract.
21. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Judge decided that the club must pay the amount of SAR 63,000 to the coach, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

22. Lastly, taking into consideration the player's request as well as the constant practice of the Judge 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 until the date of effective payment.

### iii. Compliance with monetary decisions

23. Finally, taking into account the applicable Regulations, the Judge referred to art. 8 par. 1 and 2 of Annexe 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.
24. In this regard, the Judge 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.
25. Therefore, bearing in mind the above, the Judge 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. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.
26. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form.
27. The Judge 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. 8 par. 8 of Annexe 2 of the Regulations.

### d. Costs

28. 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 Judge decided that no procedural costs were to be imposed on the parties.
29. 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.
30. Lastly, the 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, Youssef Ghribi, is accepted.
2. The Respondent, Al Amal Women's Football, must pay to the Claimant the following amount:  
  
- **SAR 63,000 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 19 January 2024 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 **enclosed** Bank Account Registration Form.
5. Pursuant to art. 8 of Annexe 2 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. 8 par. 7 and 8 of Annexe 2 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

**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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