

# Decision of the Dispute Resolution Chamber

passed on 25 July 2024

regarding an employment-related dispute concerning  
the player Paulo Victor Costa Soares

**BY:**

**Lívia SILVA KÄGI (Brazil / Switzerland)**, Deputy Chairperson

**CLAIMANT:**

**Paulo Victor Costa Soares, Brazil**  
Represented by Pedro Macieirinha

**RESPONDENT:**

**Al Jazira Al Hamra, United Arab Emirates**  
Represented by Daniel Magdi Louis

## I. Facts of the case

1. On 17 February 2024, the Emirati club Al Jazira Al Hamra (hereinafter the *Respondent* or the *Club*) sent the Brazilian player Paulo Victor Costa Soares (hereinafter the *Claimant* or the *Player*) the following offer (hereinafter the *Offer*):

***“Subject: Offer to sign a professional player contract.***

*Dear Sir,*

*We would like to offer Mr. **PAULO VICTOR COSTA SOARES** who carries a Brazilian passport with number: **FU659286** professional player contract with the following: -*

*1- The duration of the contract (20/01/2024 to 30/05/2024) or until the end of the team’s sport season*

*2 - Monthly Salary (3700 Three thousand seven hundred dollars).*

*3 - Two travel tickets (round trip).*

*4 - The club bears the cost of issuing residents and visa.*

*5 - Accommodation and transportation will be provided for the player.*

*6 - The club bears the costs of electricity and internet bills.*

*7-The player shall receive bonus for official matches according to the club internal regulation system.*

*8- By signing this offer the player and his agent are both responsible to keep the conditions of this offer secret from any media, and violation of this condition puts the player and his agent under legal responsibility.*

*9 - The player will be obtained a draft of his employment contract, and the contract shall not go into force or there will be no legal consequences to this draft until the player passes the medical examination and the contract signed from both parties.*

*10 - This offer and its conditions will not go into force until the player passes the medical examination.*

*11 - This offer is valid for 72 hours from its date.” (underline added)*

2. On 18 February 2024, the Respondent sent the following letter to the Claimant: *“The Club is going to give a private apartment to the player. The Club will give an advance on the first salary directly after completing the medical examination.”*
3. On the same day, the Player and the Respondent’s representative Mr Modafar exchanged messages. Therein, the Player asked about the conditions with the Club.
4. Based on the photographic evidence on file, it appears that the Claimant travelled to the Club and proceeded with the medical examination.
5. Between 21 – 23 February 2024, the Player contacted Mr Modafar via WhatsApp. After no replies from the latter, the Player stated that he wishes to return home.

6. On 24 February 2024, the Player contacted Mr Modafar, sharing the document of 18 February 2024 (see para. 2.) and asking for an official letter. Mr Modafar requested the name of the city airport of the Player.
7. Between 25 – 26 February 2024, the Player requested his flight ticket, however, to no avail.
8. Allegedly, during negotiations of the contract, the Respondent promised the Claimant an apartment with decent conditions, yet the Claimant was given a “deplorable, almost subhuman” accommodation.
9. In accordance with the Claimant’, as from 27 February 2024, the Respondent *“didn’t want to maintain the relationship between the Claimant and the Respondent”* and it terminated the employment relationship without just cause, when the Claimant was *“unilaterally and immediately sacked by the Club”*.
10. On 28 February 2024, the Claimant sent a letter to the Respondent, asserting that after passing of the medical examination, the Respondent failed to provide the relevant employment contract as well failed to register the Player. Furthermore, the Player complained that no accommodation nor salary payments were provided and that the Club terminated the contract. Finally, the Claimant complained that he did not receive his flight tickets and is retained in UAE. Consequently, the Claimant requested compensation for the alleged termination as well as tickets to travel home.
11. On an unspecified date, the Parties exchanged correspondence via WhatsApp, Mr Modafar suggested the Player to go to Masafi Club, yet the Player refused, insisting that he signed with the Respondent. Mr Modafar also stated that if the Player wants to return home, the tickets must be paid by the Player himself, and the Club will request payment from the Player.
12. On 3 March 2024, the legal representative of the Claimant sent a WhatsApp to Mr Modafar regarding the Claimant’s flight ticket as well as signing of release documents.
13. In the same conversation, Mr Modafar also stated that if the release documents are not signed, the tickets will be cancelled, and the Club will request payment from the Player.
14. On 4 March 2024, the Player returned to his home country.
15. The Player remained unemployed during the overlapping period.

## II. Proceedings before FIFA

16. On 18 March 2024, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of the Claimant

17. The requests for relief of the Claimant were the following:

*“The Claim shall be accepted.*

*The Dispute Resolution Chamber shall declare that the Respondent Club terminated the employment contract concluded and signed with the Claimant unilaterally and without just cause.*

*The Dispute Resolution Chamber shall condemn the Respondent Club to pay to the Claimant the following amounts due:*

**18500,00 UD Dollars as compensation for the unilateral and without just cause termination** of the employment contract by the Club, plus 5 % interest rate since the due date until effective payment.

*All according to the Offer to sign a professional player contract, the FIFA Statutes and regulations, as well the specificity of sport, under penalty of imposition of disciplinary measures to the Respondent if the above obligation is not observed.”* (emphasis added)

18. The Claimant argued that based on the DRC and CAS jurisprudence, there was an employment contract between the Parties. In particular, the Player pointed to the *essentialia negotii* of the Offer. As the contract was never executed due to the Respondent, the Claimant argued that the latter terminated the contract without just cause.

19. In view of the above, the Claimant requested compensation in the amount of the residual value of the contract, i.e. USD 18,500 (USD 3,700 times 5 months).

### b. Position of the Respondent

20. In its reply to the claim, the Respondent submitted the following request for relief:

*“Primary Requests:*

- *To dismiss the claim of the Player and to rule that the Player requested to return to his home country on 23 February 2024 and that the Parties did never sign an employment contract.*
- *To rule that the Respondent did not unilaterally terminate the employment contract without just cause on 27 February 2024 since there was no signed contract in the first place.*
- *To rule that the Claimant is not entitled for any financial compensation whatsoever since there is no breach of contract by the Respondent and therefore no compensation is entitled to the Claimant.*

▪ *To dismiss the Exhibits no 1,2,3, 4, 5 and 6 of the Claimant's Statement of Claim due to their non-authenticity.*

Subsidiary Request:

▪ *In case the honorable Dispute Resolution Chamber of the FIFA Tribunal ruled that the Player was entitled for compensation, such compensation must be calculated as of 18 February 2024 and until 04 March 2024 the date the Claimant left the country – To rule that the Claimant is entitled for USD 1,850 (One thousand eight hundred fifty US Dollars)*

And in anyway:

▪ *No Sporting sanctions to be imposed on the Respondent; and*  
▪ *to rule that the Claimant shall bear all the cost and expenses related to this proceeding, if any."*

21. The Respondent started with questioning of the documents (Exhibits 1-6) provided by the Claimant. In this regard, the Respondent argued that those documents are not authentic, in particular the Offer and the letter dated 18 February 2024.
22. On the other hand, the Respondent did not dispute its interest in the Claimant nor that the latter arrived at the Clubs' facilities. In this respect, the Respondent referred to the various WhatsApp messages of February – March 2024 (see facts above).
23. In view of the exchanged messages, the Respondent argued that as of 24 February 2024, the Parties *"were finalizing the departure of the Player and given the involvement of the Player's agent, the Respondent and the Claimant were negotiating the identity of the Party who should bear the cost of the flight ticket given that the Player was initially brought by the Agent to the country and not by the Club."*
24. Furthermore, the Respondent asserted that *"(d)uring this period from the date of his arrival on 18 February 2024 until the date of his departure to his home country on 04 March 2024, the Player did not undergo any medical tests to decide whether he is fit and eligible to play professional football with the Respondent or not. Furthermore, he did not sign any employment contract with the Respondent. The Respondent however booked the flight ticket to the Player upon his request on 04 March 2024, and the Player did use the ticket and travelled back to his home country upon the ticket that was purchased to him by the Respondent."*
25. Basing its defence on art. 13 para. 5 of the Procedural Rules, the Respondent argued that the Claimant was *"unable to provide any material evidence that he conducted and indeed passed the medical tests, then signed an employment contract with the Respondent"* and, consequently, that no contract was concluded.
26. The Respondent continued that it was *"the Claimant who initiated and requested not to proceed further and to go home"* as he *"lost the interest and got cold-feet from playing for the Respondent and wanted to return to his homeland less than 5 days from his arrival."*

27. The Respondent concluded that *“(e)ven on the assumption that the Offer Letter presented to the Claimant was indeed signed by both parties and was authentic, given that the Claimant did not conduct the medical test, and did not conclude the signature of the employment agreement between the Parties, in addition to the Player’s explicit desires to return to his home country – which the Respondent fulfilled - the Offer letter shall therefore be rendered as null and void with no legal effect towards either of the Party since the Claimant did not fulfil its terms.”*
28. In view of the above, the Respondent was of the opinion that no remuneration and compensation shall be awarded. In its subsidiary request, the Respondent asserted that a *“maximum compensation that should be entitled to the Claimant in this scenario must be equivalent to USD 1,850”,* i.e. pro rata salary during the period between 18 February and 4 March 2024.

### **c. Replica**

29. The Player rejected the arguments of the Respondent concerning the authenticity of the Offer and the letter dated 18 February 2024. In this regard, the Player pointed to his WhatsApp conversation as per para. 11 and argued that when he confronted the Respondent with such documents, the latter never questioned its existence nor authenticity.
30. In view of the above, the Claimant reiterated his previous arguments and insisted on its initial claim.

### **d. Duplica**

31. In reply thereto, the Respondent insisted on its reply and clarified the following:

*“Contrary to the allegations of the Claimant that the Respondent does not have arguments in its favor, the Respondent submits that the WhatsApp messages of the Player to the Respondent’s representatives are clear evidence that the Player did not wish to pursue his career with Al Jazira Al Hamra and requested on several occasion to return to his home country since he was unhappy with the Respondent’s facilities.*

*The Respondent does neither argue nor dispute the existence of the offer to the Claimant that was sent to the Claimant. The Respondent is arguing that the offers submitted by the Claimant in his claim are not authentic. Certainly, the Player joined the premises of the Respondent further to receiving an offer from an agent – not directly from the Club - and he arrived to the UAE on 19 February 2024 to join the Respondent.”*

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

32. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter also referred to as the *Single Judge*) analysed whether she was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 18 March 2024 and submitted for decision on 25 July 2024. Taking into account the wording of art. 34 of the March 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.
33. Subsequently, the members of 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 June 2024 edition), the she is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Brazilian player and an Emirati club.
34. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (June 2024 edition) and considering that the present claim was lodged on 18 March 2024, the February edition of said regulations (hereinafter the *Regulations*) is applicable to the matter at hand as to the substance.

#### b. Burden of proof

35. 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 she 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

36. Her 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 she will refer only to the facts, arguments and documentary evidence, which she considered pertinent for the assessment of the matter at hand.

### i. Main legal discussion and considerations

37. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that this is a claim of a Player against a Club concerning an alleged termination of the employment relationship.
38. The Single Judge started by recalling the arguments of the Claimant, who asserted that the Parties signed an Offer, constituting an employment contract. As the contract was never executed due to the Respondent, the Claimant argued that the Respondent terminated the contract without just cause.
39. Equally, the Single Judge noted that the Respondent did not dispute that the Player was in United Arab Emirates nor the existence of the Offer. Nonetheless, the Single Judge observed that the Respondent questioned the authenticity of the documents provided by the Claimant in his claim. In particular, the Respondent disputed the signatures on said document (i.e. not its content).
40. Furthermore, the Single Judge took note that, in any event, as its main argumentation, the Respondent asserted that claim of the Player should be rejected as the *“the WhatsApp messages of the Player to the Respondent’s representatives are clear evidence that the Player did not wish to pursue his career with Al Jazira Al Hamra and requested on several occasion to return to his home country since he was unhappy with the Respondent’s facilities.”*
41. The Single Judge then continued to recall the main undisputed facts:
  - The content of the Offer (nor the fact that the Offer was returned within 72 hours);
  - The Player’s presence in UAE;
  - The WhatsApp messages on file;
  - The Respondent providing for plane tickets for the Player to travel home.
42. The Single Judge then recalled the established case law of the DRC dictates that, in order for an employment contract to be considered valid and binding, in addition to the consent of the employer and the employee, it must contain the essential elements (*essentialia negotii*) of an employment contract, i.e., the parties to the contract and their function, the duration of the employment relationship and the remuneration to be paid by the employer to the employee.
43. In this regard, the Single Judge observed that in the present case, the essential elements have been clearly established in the Offer. The only questionable element was the signature (i.e. consent) by the Player, which was disputed by the Club.
44. In this regard, the Single Judge firstly pointed to the inconsistent argumentation of the Respondent in its submission as well as in the WhatsApp correspondence. In particular, the



Single Judge remarked that despite questioning the electronic signature, the Respondent did not question that it received the Offer back within the stipulated deadline.

45. Furthermore, the Single Judge deemed that it is also clear from the WhatsApp correspondence that the Player presented the Offer as “accepted” and the Club never rejected such argument. Furthermore, in another WhatsApp conversation, the Respondent argued that if the release documents are not signed by the Player, the tickets will be cancelled, and the Club will request payment from the Player. The Single Judge noted that this only strengthens the argument that Offer was duly accepted by both parties.
46. Nonetheless, even if this would be the case, the Single Judge turned its attention to the behaviour of both parties.
47. In this respect, the Single Judge noted that as from the very beginning, i.e. 23 February 2024, the Player requested to return back home. In reply thereto, and after many days of not answering the Player’s messages, the Club finally bought Player’s ticket for his departure.
48. Consequently, the Single Judge concluded that neither of the Parties can be held responsible for the non-continuation of the contractual relationship as neither of the Parties showed interest therein.
49. Having stated the above, the Single Judge rejected the claim of the Claimant.

#### **d. Costs**

50. 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.
51. 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.
52. Lastly, the Single Judge concluded her 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, Victor Costa Soares, 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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