

Decision of the FIFA Disciplinary Committee

passed on 16 January 2025

DECISION BY:

Thomas HOLLERER (Austria), Single Judge

ON THE CASE OF:

UD Lanheses
(Decision FDD-20162)

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 member of the FIFA Disciplinary Committee (hereinafter also referred to as: **Committee**) has thoroughly considered in the deliberations 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. The parties to these proceedings are the Colombian player, Andres Camilo Sanchez-Gil (**the Claimant** or **the Player**), and the Portuguese club, UD Lanheses (**the Respondent** or **the Club**).
3. On 12 January 2024, the Claimant lodged a claim against the Respondent before the Dispute Resolution Chamber of the FIFA Football Tribunal (**DRC**). The proceedings were registered with Ref. Nr. FPSD-13344 (the **"FT Proceedings"**).
4. In the FT Proceedings, the Claimant filed a power of attorney in favour of Mr Santiago Agudelo Jaramillo (**"Mr. Agudelo"**), although the claim was lodged via the Legal Portal with the account of Mr. Pablo Sebastian Rodriguez (**"Mr. Rodriguez"**).
5. During the proceedings, the Respondent did not raise any objection as to the representation of the Claimant.
6. On 22 April 2024, the DRC rendered a decision on the proceedings with (the **"Decision"**). The operative part of the Decision was notified on 25 April 2024.
7. Following a request for the grounds of the Decision, the same were notified to the parties on 16 May 2024. No appeal was lodged with CAS, and the Decision became final and binding. It ruled as follows:
 1. *The claim of the Claimant, Andres Camilo Sanchez Gil, is partially accepted.*
 2. *The Respondent, UD Lanheses, must pay to the Claimant the following amount(s):*
 - **EUR 7,050 as outstanding remuneration** plus 5% interest p.o. as from 20 June 2023 until the date of effective payment;
 - **EUR 1,410 as compensation for breach of contract without just cause** plus 5% interest p.o. as from 20 June 2023 until the date of effective payment; and
 - **EUR 237 as reimbursement** plus 5% interest p.o. as from 20 June 2023 until the effective date of 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. 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:*
 6. *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.*

7. *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.*
 8. *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.*
 9. *This decision is rendered without costs."*
8. On 21 June 2024, the Claimant, represented by Mr Rodriguez, requested the enforcement of the Decision. Accordingly, a registration ban was imposed on the Respondent on the same date.
 9. On 13 August 2024, the Claimant wrote to FIFA as follows (freely translated to English): *"I hereby inform you that we have reached an agreement with the player and that we are in negotiations through a payment plan, I request that the sanction be lifted in order to end the conflict in a private manner."*
 10. In this occasion, a draft settlement agreement signed only by Mr. Rodriguez and dated 24 July 2024 (the **Settlement Agreement**) was filed. It read as follows:

ARTICLE 1

The Parties agree that the above mentioned Dispute shall be fully and finally settled with the payment of USD 1.700,00 (in words: one thousand seven hundred dollars) ("the settlement amount") via bank transfer, in full and final settlement concerning the FIFA Decision as well as of any and all claims and actions the Player has or may have against the Club arising out of, or in connection with the Employment Contract signed on 16 August 2022 (valid as from 1 September 2022 until 31 August 2023).

ARTICLE 2

1. *The Club shall pay the Settlement Sum to the Player, within 7 (seven days) after the following cumulative conditions/events are met:*
 - a. *The Player sends a written communication to the FIFA Disciplinary Department, more specifically, addressed to the proceedings with Ref: no. FDD-18740 informing that the Parties have already reach an Agreement and that he has already received the amounts due to him by the respondent resulting from the proceedings Ref. no. FPSD-13344, thus, requesting that the proceedings against the Club with Ref: FDD-18740 are closed.*
 - b. *The Club receives a written confirmation from FIFA General Secretariat confirming that the proceedings against the Club with Ref: FDD-18740 are closed and its ban to register any new players has been lifted either on international and national level.*
2. *The player has expressly and irrevocably requested that the Settlement Sum not be transferred to the bank account indicated in the enclosed Bank Account Registration Form. Thus, after the cumulative conditions/events mentioned in Article 2.1. are met, the Club shall transfer the Settlement Sum, within 7 (seven) days, to the following bank account:*
 - a. *Account holder: Daniel Sebastián Rodríguez*
 - b. *Routing number: 026073150*
 - c. *SWIFT/BIC: CMFGUS33*

- d. Account number: 8312407792
 - e. Wise Address: 30 W. 26th Street, Sixth Floor, New York NY 10010, United States
3. *If, after the cumulative conditions/events mentioned in Article 2.1. are met, the Club fails to pay the settlement amount of USD 1.700,00 (in words: one thousand seven hundred dollars) in compliance with Article 2.1 and 2.2, the Club undertakes to pay the Player the additional amount of USD 15.000,00 (in words: fifteen thousand dollars) as contractual penalty. The Club shall also pay interest at a 5% annual rate until total and effective payment is made.*

ARTICLE 3

Upon receipt of the Settlement Amount in the bank account referred in Article 2.3. of the present Agreement, the Player explicitly and irrevocably agrees that the Club has fulfilled all its financial obligations towards him and the Player unconditionally waives any right to claim any other amount, sum or other form of compensation (monetary and non-monetary) from the Club arising out or related to the FIFA Decision, the present agreement, the Employment Agreement or any other agreement between the Parties predating or overlapping this Agreement.

ARTICLE 4

1. *The present Agreement constitutes the complete understanding between the Parties in relation to the object of this Agreement. It shall supersede any and all previous correspondences, written and/or verbal, and any type of arrangements and agreement(s) between the Parties in relation to it.*
2. *The Parties hereby expressly and irrevocably acknowledge and agree that no promises, representations, inducements, statements, and/or warranties have been made by any Party other than those which are expressly set out in this Agreement.*
3. *In the event a certain provision, clause or section of this Agreement is deemed to be invalid, illegal, null, void and/or unenforceable according to rules and regulations of any competent governmental or regulatory authority and/or (inter)national sporting governing bodies, this shall not affect the legality, validity and enforceability of the other provisions, clauses or sections of this Agreement nor the Agreement in its entirety.
The Parties will undertake all reasonable efforts to amend such unlawful, invalid or unenforceable provision(s) as much as possible to their original intent.*
4. *No modification, amendment, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by the Parties.*

ARTICLE 5

1. *The present Agreement shall be governed by FIFA rules and regulations and, additionally, Swiss law.*
2. *The Parties undertake to resolve any dispute arising out of this Agreement in an amicable manner. If such amicable solution to the dispute is deemed impossible, the dispute shall be submitted to the exclusive jurisdiction of the FIFA Football Tribunal. Any decision of the FIFA Football Tribunal shall be exclusively appealed at the Court of Arbitration for Sport ("CAS") with its seat in Lausanne, Switzerland, to be resolved by a Single Arbitrator, using English as the procedural language.*
3. *In the event that, for any motive whatsoever, the FIFA Football Tribunal refuses to address and to adjudicate upon any dispute arising from or in connection with this Agreement, the Parties expressly agree to submit their dispute to the exclusive jurisdiction of the Court of Arbitration for Sport (TAS/CAS), Lausanne, Switzerland, and shall be resolved in accordance*

with the CAS Code of sports- related Arbitration, by a Sole Arbitrator and in the English language.

ARTICLE 6

- 1. The Parties agree that a digital (.pdf) copy of this Settlement Agreement duly signed by the Parties, or by their respective counsel with proper full powers on their behalf, and exchanged by e-mail shall be considered as valid and binding.*
- 2. The Parties warrant that they each have the full power and capacity to enter into (and to exercise its rights and perform its obligations under) this Settlement Agreement.*
- 3. This Settlement Agreement shall be binding on the Parties, their successors and assignees.*

In witness whereof, the Parties execute this Settlement Agreement in 2 (two) counterparts of equal content and form. This Settlement Agreement shall be deemed valid and binding by way of simple exchange by e- mail of this text undersigned by the Parties and duly scanned.

11. Accordingly, on 15 August 2024, the registration ban was lifted.
12. On 10 November 2024, the Claimant filed the proceedings at hand, this time represented by Mr. Agudelo.
13. On 21 November 2024, disciplinary proceedings were opened against the Respondent, who timely submitted their position.
14. Following the response of the Respondent, the Claimant and the Respondent filed each unsolicited submissions. Their respective positions are outlined in continuation.

II. POSITION OF THE PARTIES

15. The position of the parties is summarized hereafter. However, and for the sake of clarity, this summary does not purport to include every single contention put forth by them. Nevertheless, the Committee has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to these arguments in the following outline of their positions and in their ensuing discussion on the merits.
16. The Claimant states that there was never a settlement agreement entered into with the Respondent, and that the amounts under the Decision remain due. On this note, it requests that the registration ban is reinstated until the amounts due are paid.
17. The Claimant insists the Respondent has not fulfilled its obligation to pay EUR 8,697 plus interest, as ordered by the Decision. The Claimant did not consent to any settlement agreement with the Club. Only the Player's legal representative, Santiago Agudelo Jaramillo, is authorized to negotiate on his behalf, and no valid documentation supports the existence of such an agreement.
18. On this note, the Claimant underlines that the Respondent allegedly made a payment to a bank account not authorized by the Player. The Player provided the correct bank details to FIFA, but no payment was made to this account.

19. The Respondent, for its part, argues that after the Decision was issued the parties, through their legal representatives, negotiated and entered into the Settlement Agreement, agreeing on a payment of USD 1,700 to resolve the dispute. The Club presented a copy of the Settlement Agreement countersigned by it and dated 24 July 2024 in this respect.
20. It must be noted that no specimen of the Settlement Agreement signed by the Claimant himself has been made available in these proceedings, since the specimen provided by the Club only contains the signature of Mr Rodriguez as well as that of the Club's representative.
21. In addition, the Respondent states that the Settlement Agreement specified that the payment should be made to a bank account held by Daniel Sebastián Rodríguez. The Respondent claims to have made this payment on 16 August 2024, in compliance with the agreed instructions. Subsequently, the Claimant via Mr Rodriguez informed FIFA that an agreement had been reached and requested the lifting of sanctions.
22. The Respondent indicated that despite the settlement, the Claimant initiated new proceedings, alleging non-compliance. The Respondent asserts that it acted in good faith and fully complied with the Settlement Agreement. Emphasizing its good faith in negotiations and compliance with the agreement, the Club requests FIFA to recognize its compliance and dismiss the new proceedings.
23. It is to be noted that no copy of a power of attorney empowering Mr. Rodriguez to act on behalf of the Claimant has been presented in these proceedings.

III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

24. In view of the circumstances of the present matter, the Committee decided to first address the procedural aspects of the present matter, namely, the jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible failure of the Respondent to comply with the Decision as well as the potential sanctions resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee and Applicable Legal Framework

25. First of all, the Committee noted that at no point during the present proceedings had the Respondent challenged either the jurisdiction of the Disciplinary Committee or the applicability of the FIFA Disciplinary Code.
26. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasize 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).
27. Furthermore, the Committee likewise underlined that on the basis of art. 51 (2) of the FIFA Statutes, the Committee may pronounce the sanctions described in the FIFA Statutes and the FIFA Disciplinary Code on member associations, clubs, officials, players, football agents and match agents.
28. Moreover, the Committee further emphasized, in particular, 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.

29. With regard to the matter at hand, the Committee pointed out that the disciplinary offense, i.e. the potential failure to comply with the DRC Decision, was committed after the 2023 edition of the FDC entered into force. As a result, the merits as well as the procedural aspects of the present case should fall under the 2023 edition of the FDC.
30. The above being understood, in order for it to duly assess the case at hand, the Committee next recalled the content and scope of the provision(s) at stake, namely that of art. 21 FDC, which read 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;***

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.

31. Keeping in mind that the Respondent had already been found responsible for failing to comply with the Decision (cf. the one rendered by the DRC in the matter FPSD-13344), but seemingly had still failed to comply in full with the Decision following the supposed conclusion of the Settlement Agreement (which benefited the Club only as detailed in continuation), the Committee pointed out in this respect that art. 21.1.d) FDC was of particular relevance to its assessment of the present matter.
32. Finally, the Committee underlined that, equal to the competence of any enforcement authority, it cannot review or modify as to the substance a previous decision – in these circumstances the Decision - which is final and binding, and thus has become enforceable. The Committee also noted

that by virtue of FIFA Circular 1867, it is also competent to rule on the potential consequences of a settlement agreement.

33. The jurisdiction being established and the applicable law determined, the Committee subsequently turned its attention to the Decision and the potential effects of the Settlement Agreement.

B. Merits of the dispute

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

34. As already established above, the DRC Decision is final and binding. Consequently, the Committee is not allowed to analyse the case decided by FIFA as to the substance, i.e. to check the correctness of the amount ordered to be paid. The Committee has as a sole task, which is to analyse whether the Respondent complied with the final and binding decision rendered by FIFA.
35. In this respect, the Committee acknowledged that the Respondent argues it negotiated the Settlement Agreement with the Player's legal representative and complied with it.
36. Having established the above, the Committee noted that the case is peculiar in that the Claimant was seemingly represented by Mr Rodriguez, yet no power of attorney has been made available in these proceedings (or before FIFA) entitling him to act on behalf of the Claimant.
37. On this note, the Committee underlined that this significant issue seems to have gone unnoticed by the Respondent, who did not raise any objection as to the lack of representation, and equally did not appeal the Decision to the Court of Arbitration for Sport. By the same token, the Committee highlighted that none of the parties in these proceedings challenges the correctness of the Decision.
38. Accordingly, the Committee finds that the Respondent was negligent in its actions: a simple due diligence would have demonstrated the lack of power of Mr. Rodriguez to act as a representative of the Claimant. To a certain degree, it seems that the Respondent was schemed by Mr Rodriguez into signing the Settlement Agreement, which even indicated a bank account for payment of someone who shares the same last name as Mr Rodriguez and clearly has no connection to the Claimant. The Committee was of the opinion that this further reinforced the Respondent's negligence.
39. Since Mr Rodriguez signed the Settlement Agreement on his own and without any power to represent the Claimant, said document is devoid of effect against the Claimant himself – even if it was also signed by the Respondent. It means accordingly that the Decision stands unchanged and must be enforced accordingly.
40. Given the above, and since the Decision outlines directly the consequences for failing to pay the amounts due, a registration ban must be made effective immediately on the Respondent, as detailed in continuation.
41. Against this background, the Committee concluded that the Respondent had failed to pay to the Claimant the outstanding amounts due to it in accordance with the Decision.

42. As a result, the Committee concluded that the Respondent, by its described conduct(s), was to be considered guilty of persistent failure to comply with (a) financial decision(s) under the terms of art. 21 FDC – specifically, with the Decision.

II. The determination of the sanction

43. With regards to the applicable sanction(s), the Committee observed in the first place that the Respondent was a legal person, and as such was subject to the sanctions described under art. 6 (1) and (3) FDC.
44. The above notwithstanding, and as previously emphasised by the Committee, the Respondent had failed to settle his debt(s) towards the Claimant, the relevant amount(s) due remaining, to the present date, outstanding to be paid. As such, the Committee was settled in its determination that further measures were to be imposed upon the Respondent – the Committee being resolute in this respect, given that, in keeping with the provision(s) of art. 21.1.d) FDC, the Respondent had undoubtedly demonstrated “persistent default or failure to comply in full with the [Decision]”.
45. Along these lines, the Committee noted that the Respondent benefited from its negligence once the registration ban was lifted in the context of the enforcement of the Decision in spite of the fact that the amounts remained unpaid to the Claimant and therefore the registration ban could not be correctly served.
46. This being established, for the sake of good order, the Committee recalled once more 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 this sense, art. 21 par. 1 lit. a) grants the possibility, not the obligation, to grant a grace period of 30 days for the Respondent to comply with a decision.
47. Therefore, in alignment with the above, taking into account all of the circumstances pertaining to the present case and, in particular, the persistent failure of the Respondent to comply in full with its financial obligations in accordance with the Decision, the Committee determined that, in accordance with arts. 6.3 and 21.1.d) FDC, a registration ban (at national and international level) will be immediately imposed until the complete amounts due are paid, for a maximum of 3 entire and consecutive registration periods. The Committee found this sanction to be proportional since it was the original sanction established in the Decision which was never fully correctly served by the Respondent.
48. In addition, the Committee considered that such sanction was to be considered proportionate to the offence(s) committed by the Respondent and justified in view of the circumstances of the case at hand. Indeed, the Committee underscored in this regard, that this sanction since matches the original sanction established in the Decision which was never fully correctly served by the Respondent. For this same reason and on the basis of art. 25(4) FDC, the Committee ruled appropriate to dispense any fines on the Respondent.
49. The Committee was hopeful that the sanctions imposed would the deterrent objective on the Respondent while encouraging the latter to engage in efforts to prevent violations of the FDC from occurring in the future.

Decision

1. The Respondent, UD Lanhenses, is found responsible for failing to comply with the decision of the Football Tribunal of 22 April 2024 (ref. FPSD-13344).
2. The Respondent shall pay to the Claimant, Andres Camilo Sanchez Gil, the following amount(s):
 - EUR 7,050 as outstanding remuneration plus 5% interest p.a. as from 20 June 2023 until the date of effective payment;
 - EUR 1,410 as compensation for breach of contract without just cause plus 5% interest p.a. as from 20 June 2023 until the date of effective payment; and
 - EUR 237 as reimbursement plus 5% interest p.a. as from 20 June 2023 until the effective date of payment.
3. 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. The 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.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Thomas HOLLERER (Austria)

Member of the FIFA Disciplinary Committee

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 Respondent is directed to notify the secretariat to the FIFA Disciplinary Committee of every payment made and to provide the relevant proof of payment. The Creditor is directed to notify the secretariat to the FIFA Disciplinary Committee of every payment received.

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 FPF - Portuguese Football Federation 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 FPF - Portuguese Football Federation 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 registration ban shall cover all men eleven-a-side teams of the Respondent – first team and youth categories –.

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.

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.