

Decision of the Dispute Resolution Chamber

passed on 3 April 2025

regarding an employment-related dispute concerning
the player Georgi Minchev

COMPOSITION:

Livia SILVA KÄGI (Brazil & Switzerland), Deputy Chairwoman
Khadija TIMERA (Senegal), Member
Jorge GUTIÉRREZ (Costa Rica), Member

CLAIMANT:

Georgi Minchev, Bulgaria
Represented by Teodora Taneva

RESPONDENT:

Central Hospital Umraniyespor, Türkiye
Represented by Ercan Sevdimbaş

I. Facts of the case

- On 7 August 2024, the Bulgarian player, Georgi Minchev (hereinafter: *the Player* or *the Claimant*), and the Turkish club, Central Hospital Umraniyespor (hereinafter: *the Club* or *the Respondent*), entered into an employment contract (hereinafter: *the Contract*) valid as from the date of signature until 30 June 2025.
- In clause 3, the parties established, *inter alia*, the following (quoted verbatim):

"3 - PAYMENT AND SPECIAL PROVISIONS

Net Monthly Salary	MINIMUM WAGE
Other fees undertaken by the Club and Payment terms The amounts and dates will be expressly defined if the payments will be made by installments.	<p>For 2024/2025 Football Season:</p> <ul style="list-style-type: none"> • Net 35.000.-EUR will be paid as guarantee payment on the signing date of the Professional Football Player Contract. • Net 210.000.-EUR in total will be paid as monthly salary by 10 equal installments between September 2024 – June 2025 as net 21.000 EUR per month. • If the Player scores or assists 15 goals in official league matches, the Player will be entitled to net 10.000,-Euro. If the Player scores or assists 20 and more goals in official league matches, the Player will be entitled to additional net 10.000,-EUR. <p>For example, if the Player scores or assists 21 goals in official league matches he will be entitled to net 20.000,-EUR.</p> <p>The contract extension right is held by both the Player and the Club. The Parties have the right to extend the Contract for one more season, with a deadline of 30.06.2026, for the 2025/2026 season, with a notice to be sent to the Other Side and the Turkish Football Federation between 01.06.2025 - 15.06.2025. If the Parties do not use the extension option, the contract will expire on 30.06.2025. (...)</p>

3. On 13 December 2024, the Club paid the Player EUR 2,000 and EUR 13,000 for September 2024 salary.
4. On 10 January 2025, the Player put the Club in default and requested payment of EUR 69,000 net. In this regard, the Player argued that the Club failed to pay him the balance of EUR 6,000 net for September 2024 salary, and the full salaries for October, November and December 2024, at EUR 21,000 net each. The Player granted the Club 15 days to comply with this payment.
5. On 27 January 2025, the Player terminated the Contract, citing just cause.
6. On 31 January 2025, the Player signed a new contract with the Turkish club, Manisa Futbol Yatirimlari Spor A.Ş., valid as from the date of signature until 30 June 2025. According to this contract, the Player was entitled to a total amount of EUR 50,000 net, to be paid in four instalments of EUR 12,500 each.

II. Proceedings before FIFA

7. On 29 January 2025, the Claimant filed the claim at hand before FIFA. A summary of the parties' position is detailed below.

a. Position of the Claimant

8. According to the Claimant, he terminated the Contract with just cause, based on art. 14bis of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*).
9. The Player stated that, since the beginning of the relationship, the Club failed to comply with its financial obligations. Therefore, the Player mentioned that he sent a notice of default on 10 January 2025, granting the Club 15 days to comply with the payments, and then terminated the Contract on 27 January 2025.
10. The Player pointed out that the Club only paid him EUR 15,000 for September 2024, when his salary was actually EUR 21,000. Thus, the Player argued that he could no longer, in good faith, continue his employment relationship.
11. According to the Player, when he terminated the Contract, part of the salary for September 2024, along with the full salaries for October, November and December 2024 were outstanding, totalling EUR 69,000 net. Additionally, the Player stated that the residual value of the Contract was EUR 126,000 net and, therefore, he is entitled to EUR 195,000 net.
12. The requests for relief of the Claimant were the following (quoted *verbatim*):

"The Player respectfully request FIFA to:

a. To accept the claim against ÜMRANİYESPOR KULÜBÜ;

b. Hold the Club liable for breaching both Article 14bis and Article 17 paragraph 1 of the RSTP in light of its unjustified breach of the employment contract, at the same time, to order the Claimant to pay the amount of One Hundred Ninety-Five Thousand Euros net (EUR 195.000), as follows:

- Outstanding remuneration for the monthly salary of September, October, November and December in amount of EUR 69.000 net;*

- Remaining contractual period amounting to EUR 126.000 net.*

c. Order the payment of legal interests at a rate of five (5) per cent (%) p.a. to the values due by the Club to the Player, starting to count on the date when the each of them became due until effective payment;

d. Impose sporting sanctions on the Club, banning it from registering any new players, either nationally or internationally, for two registration periods under article 17, paragraph 4 of the FIFA RSTP;

a) Order that the Club bear all administrative and procedural costs eventually incurred by the Player."

b. Position of the Respondent

13. According to the Respondent, the Player miscalculated his credit and claimed an excessive amount.
14. In this regard, the Club referred to some payment receipts as "Annex 1" containing amounts allegedly paid to the Player and requested these amounts to be set off against its debt. Nonetheless, no supporting documentation was uploaded by the Club to the FIFA Legal Portal.
15. Furthermore, the Club highlighted that the Player signed a new contract after the termination and requested that the amounts the Player receives under this contract be deducted from the compensation.
16. The requests for relief of the Respondent were the following (quoted *verbatim*):

"6. Request for Relief

1. The reasons explained above we kindly request you to decide judgment of dismissal about the present case.

2. Consider the amounts paid and good faith of the Respondent while evaluating the Claimant requests according to the reasons explained above setoff the mentioned amount from the Claimant's requests. The Claimant's claims for excess and unfair wages should be rejected.

3. In addition, pursuant to Article 17 of the RSTP, since the Claimant has agreed with a new club, the contract between the Claimant and the new club Manisa FK, must be submitted to the case file and the guarantee fees in the new contract must be deducted from the compensation claim.

We request that the Claimant's new contract with his new Club be requested by FIFA and added to the case file. In the event that the Claimant does not attach the new contract to the case file, the claim for compensation should be rejected as the claim for compensation is completely unjustified.

4. Finally, we would like to request your honorable chamber to make a decision that the judicial costs and the attorneyship fees that the Respondent is faced with shall be paid by the Claimant. If not, to award a minimum amount of procedural cost in connection with the temporary amendment to the Procedural Rules declared with the Circular 1720."

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

17. First of all, the Dispute Resolution Chamber (hereinafter: *the 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 29 January 2025 and submitted for decision on 3 April 2025. Taking into account the wording of art. 34 of the January 2025 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.
18. Furthermore, 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 par. 1 lit. b) of the Regulations (January 2025 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 Bulgarian player and a Turkish club.

19. 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 its art. 29, the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

20. 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

21. Having established the competence and the applicable regulations, 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 assessing the matter at hand.

i. Main legal discussion and considerations

22. The Chamber then moved to the substance of the matter and took note of the fact that it is a claim of a player against a club for outstanding remuneration and compensation for breach of contract.
23. The Chamber first recalled that, according to the Player, he terminated the Contract with just cause, based on art. 14bis of the Regulations. Therefore, the Player argued that he is entitled to outstanding remuneration and compensation.
24. The Chamber noted that, conversely, the Club stated that the Player miscalculated his credit and is claiming an excessive amount. Additionally, the Club asserted that the Player signed a new contract, and that the compensation should be mitigated accordingly.
25. In this context, the Chamber acknowledged that its task was to establish whether the Player had just cause to terminate the Contract and its consequences.
26. First, the Chamber pointed out that art. 14bis of the Regulations establishes:

"In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered."

27. Then, the Chamber observed that the Player terminated the Contract, citing that the Club had failed to pay him part of his salary for September 2024, along with the full salaries for October, November and December 2024. Thus, the Player stated that the Club had failed to pay him EUR 69,000 net at the time he sent the notice of default.
28. In this respect, the Chamber highlighted that clause 3 of the Contract stipulated that the Player was entitled to EUR 210,000 net, to be paid in 10 instalments between September 2024 and June 2025, at EUR 21,000 net per month. Considering that the Contract did not establish a specific payment date for this monthly salary, the Chamber referred to the jurisprudence of the Football Tribunal and concluded that the salaries were to be paid by the end of each month.
29. Thus, the Chamber determined that, on 10 January 2024, at the time the Player sent the notice, he should have received the salaries for September, October, November and December 2024, totalling EUR 84,000 net. Nonetheless, the Chamber noted that Player stated and provided evidence of having only received the amount of EUR 15,000 net, corresponding to part of the salary for September 2024.
30. At this point, the Chamber wished to remark that, although the Club argued that the amounts claimed by the Player were excessive and mentioned that it had provided payment receipts in support, the Club did not actually provide any such evidence, or any explanation for why it did not make the payments.
31. Therefore, the Chamber concluded that, at the time the Player sent the notice of default, the Club owed him EUR 69,000 net, *i.e.*, more than three salaries.
32. Furthermore, the Chamber recalled that on 10 January 2025, the Player sent a notice of default requesting payment of EUR 69,000 net, and informed that, in case of non-payment, he would terminate the Contract with just cause, based on art. 14bis of the Regulations. Additionally, the Chamber saw that on 27 January 2025, *i.e.*, 17 days after sending the notice, the Player terminated the Contract. The Chamber remarked that the Club did not dispute the veracity of the two notices.
33. In light of the above, the Chamber decided that the Player had just cause to terminate the Contract based on art. 14bis of the Regulations, as (i) the Club failed to pay him more than two monthly salaries, (ii) he sent a notice of default granting 15 days and (iii) the Club failed to remedy its breach.

ii. Consequences

34. Having stated the above, the Chamber turned its attention to the question of the consequences of such unjustified breach of contract committed by the Club.
35. First, the Chamber recalled that the Club owed the Player EUR 69,000 net when he sent the notice of default, of which EUR 6,000 net corresponded to the balance for September 2024 and EUR 63,000 net to the full salaries for October, November and December 2024, at EUR 21,000 net each.
36. Additionally, taking into account that the Player terminated the contract on 27 January 2025 and, based on the standard practice of the Football Tribunal, the Chamber decided to award the entire salary for January 2025 (EUR 21,000 net) as outstanding remuneration.
37. 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 total outstanding at the moment of the termination, *i.e.* EUR 90,000 net.
38. 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 amounts as from the day after each due date, *i.e.*, the first day of the following month, until the date of effective payment. In particular regarding the salary for January 2025, the Chamber decided to award interest as from the date of termination of the Contract.
39. 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 and further objective criteria, including in particular, the remuneration and other benefits due to a 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.
40. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the Contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the Contract.

41. As a consequence, 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.
42. 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. In this regard, the Chamber noted that the Contract was terminated on 27 January 2025, and that it was valid until 30 June 2025. Consequently, the Chamber concluded that the amount of EUR 105,000 net (*i.e.* EUR 21,000 net times 5) serves as the basis for the determination of the amount of compensation for breach of contract.
43. 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.
44. Indeed, the Player found employment with Manisa Futbol Yatirimlari Spor A.Ş. and signed a contract valid as from 31 January 2025 until 30 June 2025. In accordance with the pertinent employment contract, the Player was entitled to a total amount of EUR 50,000 net, to be paid in four instalments of EUR 12,500 each. Therefore, the Chamber concluded that the Player mitigated his damages in the total amount of EUR 50,000 net.
45. Subsequently, the Chamber referred to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an amount corresponding to three monthly salaries as additional compensation should the termination of the employment contract at stake be due to overdue payables. In the case at hand, the Chamber confirmed that the Contract termination took place due to said reason, *i.e.*, overdue payables by the Club and therefore decided that the Player shall receive additional compensation.
46. In this respect, since the Chamber noted that awarding the Player three salaries would amount to EUR 63,000 net, which would result in awarding compensation higher than the residual value, the Chamber decided to limit the additional compensation to EUR 50,000 net.
47. 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 105,000 net to the Player (*i.e.*, EUR 105,000 net minus EUR 50,000 net plus EUR 50,000 net), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

48. 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 27 January 2025 until the date of effective payment.

iii. Sporting sanctions

49. In continuation, the Chamber focused on the further consequences of the breach of contract in question and, in this respect, it addressed the question of sporting sanctions against the Club in accordance with art. 17 par. 4 of the Regulations. The cited provision stipulates that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract during the protected period.
50. In this respect, the Chamber referred to item 7 of the "Definitions" section of the Regulations, which stipulates *inter alia* that the protected period shall last *"for three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional"*.
51. In this respect, the Chamber took note that the Player was born on 20 April 1995 and the Contract with the Club was concluded on 7 August 2024. Furthermore, the Chamber noted that the Player terminated the Contract with just cause on 27 January 2025. The DRC then confirmed that the breach of contract by the Club occurred within the protected period.
52. Furthermore, the Chamber noted that the Club had already been held liable of breaching other players' contracts without just cause in several recent occasions, for example in cases FPSD-10169, FPSD-10370 and FPSD-13470.
53. Consequently, the Chamber decided that, by virtue of art. 17 par. 4 of the Regulations, the Club shall be sanctioned with a ban from registering any new players, either nationally or internationally, for two entire and consecutive registration periods.

iv. Compliance with monetary decisions

54. 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.
55. 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.

56. Notwithstanding the above, the DRC wished to remark that in accordance with art. 24 par. 3 of the Regulations, the aforementioned consequences may be excluded where the pertinent FIFA deciding body has already imposed on the same party a sporting sanction on the basis of article 12bis, 17 or 18quater of the Regulations.
57. In this respect, considering that art. 17 par. 4 of the Regulations applies in the matter, the Chamber established that art. 24 par. 2 of the Regulations shall not apply, insofar as in case the Respondent fails to comply with the decision at hand, the application of a further ban from registering any new players on top of the one already being served by the Respondent would be moot and against the spirit of the Regulations, in particularly the enforcement mechanism established under art. 24 of the Regulations.
58. In view of the above, the DRC decided that, if the aforementioned sum plus interest is not paid within 30 days of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee for its consideration and formal decision.
59. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.

d. Costs

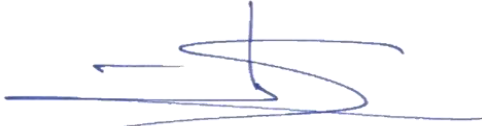
60. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
61. 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.
62. 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, Georgi Minchev, is partially accepted.
2. The Respondent, Central Hospital Umraniyespor, must pay to the Claimant the following amounts:
 - **EUR 90,000 net as outstanding remuneration** plus 5% interest *p.a.* as follows:
 - 5% interest *p.a.* over the amount of EUR 6,000 net as from 1 October 2024 until the date of effective payment;
 - 5% interest *p.a.* over the amount of EUR 21,000 net as from 1 November 2024 until the date of effective payment;
 - 5% interest *p.a.* over the amount of EUR 21,000 net as from 1 December 2024 until the date of effective payment;
 - 5% interest *p.a.* over the amount of EUR 21,000 net as from 1 January 2025 until the date of effective payment;
 - 5% interest *p.a.* over the amount of EUR 21,000 net as from 27 January 2025 until the date of effective payment.
 - **EUR 105,000 net as compensation for breach of contract** plus 5% interest *p.a.* as from 27 January 2025 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. If full payment (including all applicable interest) is not made within **30 days** of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the **FIFA Disciplinary Committee**.
6. **The Respondent shall be banned from registering any new players**, either nationally or internationally, for the next two entire and consecutive registration periods following the notification of the present decision.

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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