

# Decision of the Dispute Resolution Chamber

passed on 2 April 2025

regarding an employment-related dispute concerning  
the player Bubacarr Tamberdou

**BY:**

Johan VAN GAALEN (South Africa)

**CLAIMANT:**

**Bubacarr Tamberdou, Gambia**  
Represented by Alen Šomić

**RESPONDENT:**

**FC Dinamo Batumi, Georgia**

## I. Facts of the case

1. On 23 June 2024, the Gambian player Bubacarr Tambedou (hereinafter, the *Player* or the *Claimant*) and the Georgian club FC Dinamo Batumi (hereinafter, the *Club* or the *Respondent*) concluded an employment contract (hereinafter, the *Contract*) valid as from 23 June 2024 until 31 July 2026.
2. Pursuant to Clause 4 of the Contract, the Club undertook to pay to the Player (hereinafter, jointly referred to as the *Parties*) the following fixed monthly remuneration:
  - USD 7,500 net in Georgian Lari (GEL) from 17 June 2024 to 30 June 2025; and
  - USD 8,500 net in GEL from 1 July 2025 until 31 July 2026.
3. On 1 October 2024, the Player put the Club in default, requesting the payment of USD 19,376.76, representing his partial remuneration for June 2024, and his remuneration for July, August and September 2024. The Player granted the Club a deadline of fifteen days to comply with its financial obligations.
4. On 3 December 2024, the Player again put the Club in default, requesting payment of USD 28,171.04, corresponding to the following concepts. The Player granted the Club an additional deadline of fifteen days to comply with its financial obligations.
  - USD 1,750, as seven days of June 2024;
  - USD 7,500 for July, August, September, October and November 2025.
5. On 9 December 2024, the Club replied to the Player informing that his actual debt was lower, and that the November 2024 salary would be paid during the week. In particular, the Club informed the Player in the following terms:

*"1) USD 1,750, part of the monthly salary (7 days) for June 2024.*

*Note: USD 2,000 part (8, not 7 days including the 23<sup>rd</sup>) of the monthly salary for June 2024 – paid to him in full – specifically USD 2,000.*

*2) USD 7,500 monthly salary for the months of July, August, September and November 2024.*

*Note: USD 7,500 monthly salary for July, August, September and October 2024 – USD 28,000.*

*Approximately USD 10,000 has been paid".*

6. In addition, the Club pointed out that the Player had missed training after the first two weeks at the Club, and suggested to have a phone call.
7. On 10 December 2024, the Player replied to the Club's email accepting to have a phone call.
8. On 18 December 2024, the Club sent an email to the Player as follows:

*"We confirm that we noted in our telephone conversation yesterday. The club will gradually close the current debt to the player by the end of this year, specifically by 30.12.2024".*

9. On 19 December 2024, the Player unilaterally terminated the Contract.
10. Also on 19 December 2024, the Club replied to the aforementioned termination notice in the following terms:

*"We spoke on the phone and agreed that the club would resolve the problem by December 30, despite the severe financial crisis. We wrote to you yesterday by email, and sent us today's email in response to another message, also incorrectly indicated numbers that do not correspond to reality.*

*We also wrote to you about the player's multiple violations before, but offered to resolve everything peacefully.*

*We have one question, why did you not refuse to accept the agreement during the phone conversation, but instead told us that you would send us an agreement from. We are in a very difficult and, in my opinion, unfair situation.*

*We are waiting for your personal explanation regarding the above fact.*

*We remind you once again that the player left the club prematurely without permission, about which you were informed by email on December 9".*

11. On 1 January 2025, the Player concluded a new employment contract with the Estonian club Levadia FC SK, valid as from 1 January 2025 until 30 November 2026.
12. Pursuant to Clause 5 of this new contract, the Player is entitled to receive a monthly remuneration of EUR 860 net and a monthly sports subsidy of EUR 1,770 net, i.e., a total of EUR 2,630 net per month.

## II. Proceedings before FIFA

13. On 8 January 2025, the Player filed the claim at hand before FIFA. A summary of the Parties' position is detailed below.

### a. Position of the Claimant

14. The Player contended that the Club failed to pay more than two monthly salaries in their due dates, and that he has only received USD 4,873.24 from the Club. In addition, the Player sustained that he had a just cause to terminate the Contract on 19 December 2024 after having put the Club in default, to no avail.
15. Based on the above, the Player claimed to be entitled to the remuneration that remained unpaid at the day of termination, in the amount of USD 36,126.76 for the period from July to November 2024, and to compensation for breach of contract, amounting to USD 125,200, after mitigating the residual value of the Contract with the new contract concluded with Levadia FC SK ("EUR 49,970 (USD 51,800)") and applying an additional compensation of three monthly salaries, totalling USD 22,500.
16. The Player requested the following relief:

*"In view of the foregoing, FIFA FT is respectfully requested:*

- I. To declare the Contract unilaterally terminated with just cause, due to the unjust breach of Contract by the Club during the protected period;*
- II. To condemn the Respondent to pay in favour of the Claimant the total amount of USD 161,326.76 corresponding to the:*
  - a) Unlawfully unpaid salaries for July, August, September, October, November and a part (14 days) of June 2024, in the amount of USD 36,126.76, and*
  - b) Mitigated Compensation for the unjustified breach of Contract in the amount of USD 102,700 and*
  - c) Additional Compensation corresponding to three monthly salaries in the amount of USD 22,500.*

*Within 45 days as from the date of notification of the decision in the matter of the reference to the Respondent; and*

d) *To condemn the Respondent to pay in favour of the Claimant default interest of 5% p.a. as of the due dates:*

a) *5 July 2024, part of salary for June – USD 3,500; 5 August 2024, salary for July 2024 – 2,626.76; 5 September 2024, salary for August 2024 – USD 7,500; 5 October 2024, salary for September 2024 – USD 7,500; 5 November 2024, salary for October 2024 – USD 7,500; 5 December 2024, salary for November 2024 – USD 7,500;*

b) *19 December 2024, Mitigated and Additional Compensation,*

*Until the date of effective payment; and*

III. *To impose sporting sanctions against the Respondent for the breach of Contract during the protected period, pursuant to article 17.4 of the FIFA RSTP, and ban the Respondent from registering any new players, either nationally or internationally, for two entire and consecutive registration periods".*

#### **b. Position of the Respondent**

17. In its reply, the Club acknowledged being in default with the Player for the months of September, October and November 2024. According to the Club, it was agreed to pay the financial debt by 30 December 2024. In this regard, the Club argued that *"We wrote [the Player's legal representative] about this the next day by e-mail, as he requested. But the next day [the Player's legal representative] sent a notice of unilateral termination of the contract, and not in response to all previous correspondence, which seemed rather strange to us".*
18. In addition, the Club asserted that the Player left the Club on 7 December 2024, and that he did not show up for the match played on 8 December 2024 in the Georgian Championship.
19. Lastly, the Club contended that the Player wanted to go to Estonia for tourism purposes, and that the Club arranged the visa for the Player, *"as a result of which the player went to Estonia and signed an employment contract with the Estonian club".*
20. The Club requested the following relief:

*"Based on all of the above, our position is as follows:*

*Our club must reimburse the player for the debt as of December 7 in the amount of 22,500 US dollars".*

### **c. Rejoinder of the Claimant**

21. In his rejoinder, the Player reiterated that the Club breached the Contract by failing to meet its financial obligations.
22. In addition, the Player argued that the Club's email dated 9 December 2024 only stipulates the Club's calculation of the debt towards the Player, which was never accepted by him. Moreover, the Player denied the existence of any agreement between the Parties as to the amounts due.
23. The Player further contended that the Club failed to provide any evidence as to his alleged absence in the match of 8 December 2024, nor did the Club send any written warning to the Player in this regard.
24. Lastly, the Player argued that from January 2022 to February 2024 he was registered with another Estonian club. In this regard, he made close friends and travelled to Estonia to spend the Christmas holidays with his friends. The Player also contended that he started negotiating the terms of the contract concluded with Levadia FC SK only after terminating the Contract with the Club.

### **d. Respondent's final comments**

25. The Club failed to provide any additional comments despite having been invited to do so.

## **III. Considerations of the Dispute Resolution Chamber**

### **a. Competence and applicable legal framework**

26. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter, the *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 8 January 2025 and submitted for decision on 2 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.
27. 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 January 2025 edition of the Regulations on the Status and Transfer of Players (hereinafter, the *Regulations*), he is competent to deal with the matter at stake, which concerns an

employment-related dispute with an international dimension between a Gambian player and a Georgian club.

28. 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. 29 of the Regulations (January 2025 edition), and considering that the present claim was lodged on 8 January 2025, the January 2025 edition of said Regulations is applicable to the matter at hand as to the substance.

#### **b. Burden of proof**

29. 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) and/or the Platform.

#### **c. Merits of the dispute**

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

##### **i. Main legal discussion and considerations**

31. The Single Judge then moved to the substance of the matter, and took note of the fact that the parties strongly disputed the justice of the early termination of the Contract by the Player, based on the alleged non-payment of certain financial obligations by the Club as per the Contract, in accordance with art. 14bis of the Regulations.
32. In this context, the Single Judge acknowledged that his task was to determine, based on the evidence presented by the Parties, whether the claimed amounts had in fact remained unpaid by the Club and, if so, whether the formal pre-requisites of art. 14bis of the Regulations had in fact been fulfilled.
33. The Single Judge then referred to the wording of art. 14bis par. 1 of the Regulations, in accordance with which, if a club unlawfully fails 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 obligations.

34. The Single Judge then noted that the Player claimed that, at the time of termination (*i.e.*, 19 December 2024) he had only received USD 4,873.23 on an unspecified date. Based on this, the Player claimed that USD 36,126.76 remained outstanding at the day of termination, as follows:
- USD 6,126.76 for July 2024, after deducting the amounts acknowledged to the months of June and July 2024;
  - USD 7,500 for August 2024;
  - USD 7,500 for September 2024;
  - USD 7,500 for October 2024; and
  - USD 7,500 for November 2024.
35. The Single Judge further noted that the Player provided written evidence of having put the Club in default twice, the second time, requesting the payment of the aforementioned sum, on 3 December 2024, *i.e.*, at least 15 days before unilaterally terminating the Contract on 19 December 2024.
36. The Single Judge also noted that in the case at hand the Club bore the burden of proving that it indeed complied with the financial terms of the Contract concluded between the Parties. Nonetheless, the Single Judge underscored that although the Club claimed to have partially fulfilled its financial obligations, it failed to submit any evidence of compliance with the amounts claimed by the Player. Moreover, the Club did not provide any evidence regarding the alleged agreement with the Player or his purported absences.
37. Thus, the Single Judge concluded that the Player had a just cause to unilaterally terminate the Contract, based on art. 14bis of the Regulations and that the Club is therefore held liable for the consequences that follow.

## **ii. Consequences**

38. Having stated the above, the Single Judge turned his attention to the question of the consequences of the breach of contract committed by the Club.
39. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific request for relief of the Player, amounts to USD 43,626.76, corresponding to the months of July (in part), August, September, October, November and December 2024.



40. As a consequence, and in accordance with the general principle of *pacta sunt servanda*, the Single Judge decided that the Club is liable to pay to the Player the amounts which were outstanding under the Contract at the moment of termination, *i.e.*, USD 43,626.76 for the aforementioned monthly instalments.
41. In addition, taking into consideration the Player's request as well as the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Player interest at the rate of 5% *per annum* on the outstanding remuneration, as of the 5<sup>th</sup> day of each month in line with the Player's request for relief, except for the remuneration of December 2024, which the Single Judge decided to award as of the date of termination.
42. Having stated the above, the Single 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 Single Judge 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, taking into account the damage suffered, according to the "positive interest" principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.
43. In application of the relevant provision, the Single Judge held that he first of all had to clarify 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.
44. In this regard, the Single Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
45. As a consequence, the Single Judge determined that the amount of compensation payable by the Respondent to the Claimant had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations.
46. Bearing in mind the foregoing as well as the claim of the Player, the Single Judge proceeded with the calculation of the monies payable to the Player under the terms of the Contract until its term. Consequently, the Single Judge concluded that the amount of USD 155,500 (*i.e.*, the residual value of the Contract for January 2025 to July 2026) serves as the basis for the determination of the amount of compensation for breach of contract.
47. In continuation, the Single Judge verified 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 Football Tribunal 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.

48. Indeed, the Player found new employment with the Estonian club Levadia FC. In accordance with the pertinent employment contract, the Player is entitled to EUR 2,630 per month. Therefore, the Single Judge concluded that the Player mitigated his damages in the total amount of EUR 49,970 (*i.e.*, EUR 2,630 x 19 months), which is equivalent to USD 52,305 at the time of termination.
49. Subsequently, the Single Judge 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 Single Judge 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.
50. In this respect, the Single Judge decided to award the amount of additional compensation of USD 22,500, *i.e.*, three month's salaries at the time of termination (USD 7,500 x 3).
51. Consequently, on account of all the above-mentioned considerations and the specificities of the case at hand, the Single Judge decided that the Club should, in principle, pay the amount of USD 125,695 to the Player per the following calculation, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

$$\text{USD } 155,500 - \text{USD } 52,305 + \text{USD } 22,500$$

52. However, as the Player had expressly limited his claim to USD 161,326.76 *in totum* and had already been awarded USD 43,626.76 in outstanding remuneration, the Single Judge found that it was bound by the principle of *ne ultra petita*. Therefore, the Single Judge concluded that the Player should only be awarded USD 117,700 as compensation for breach of contract, plus 5% interest *per annum* as from the day of termination (*i.e.*, 19 December 2024) until the date of effective payment.

### iii. Compliance with monetary decisions

53. In continuation, and taking into account the applicable Regulations, the Single Judge 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. In this regard, he highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist, in

principle, of a ban from registering new players, either nationally or internationally, up until the due amounts are paid.

54. Notwithstanding the above, the Single Judge wished to remark that in accordance with art. 24 par. 3 lit. a) 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 art. 12bis, 17 or 18 quarter of the Regulations.
55. In this respect, the Single Judge recalled that by means of a decision of the Football Tribunal passed on 16 January 2025 and notified on 24 January 2025, a transfer ban has been imposed on the Respondent pursuant to art. 17 par. 4 of the Regulations, namely in the case FPSD-16994.
56. Accordingly, the Single Judge established that *in casu* 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 particular the enforcement mechanism established under art. 24 of the Regulations.
57. In view of the above, the Single Judge 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 a formal decision.
58. 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**

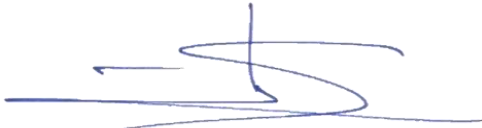
59. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the Parties.
60. 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.
61. Lastly, the Single Judge 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, Bubacarr Tamedou, is partially accepted.
2. The Respondent, FC Dinamo Batumi, must pay to the Claimant the following amount(s):
  - **USD 43,626.76 as outstanding remuneration** plus 5% interest *per annum* as follows:
    - 5% interest *p.a.* over the amount of USD 6,126.76 as from 5 August 2024 until the date of effective payment;
    - 5% interest *p.a.* over the amount of USD 7,500 as from 5 September 2024 until the date of effective payment;
    - 5% interest *p.a.* over the amount of USD 7,500 as from 5 October 2024 until the date of effective payment;
    - 5% interest *p.a.* over the amount of USD 7,500 as from 5 November 2024 until the date of effective payment;
    - 5% interest *p.a.* over the amount of USD 7,500 as from 5 December 2024 until the date of effective payment; and
    - 5% interest *p.a.* over the amount of USD 7,500 as from 19 December 2024 until the date of effective payment.
  - **USD 117,700 as compensation for breach of contract** plus 5% interest *per annum* as from 19 December 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. 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. 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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