

Decision of the FIFA Disciplinary Committee

passed on 04 August 2025

DECISION BY:

José Ernesto MEJÍA PORTILLO (Honduras), Single Judge

ON THE CASE OF:

Al Batin
(Decision FDD-24741)

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 presiding member of the FIFA Disciplinary Committee (the **Committee**) has thoroughly considered 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 following:
 - a. Youssef Ejebli, a Player from Netherlands (the **Claimant** or the **Creditor** or **the Player**);
 - b. Al Batin, a Club from Saudi Arabia, affiliated to the Saudi Arabian Football Federation (the **Respondent** or the **Debtor** or the **Club**).
3. On 04 January 2024, the parties concluded a settlement agreement (the **Settlement Agreement**) following a decision issued by FIFA in the matter FPSD-6638, as confirmed by the Award rendered by the Court of Arbitration for Sport in the matter CAS 2023/A/9425 (the **Decision**).
4. Accordingly, the Respondent undertook to pay the following to the Claimant:

Clause 1

The Parties agreed to settle the matter amicably by virtue of this Agreement, according to which the Club shall pay to the Player the net amount of USD 463,385.00 (Four Hundred and Sixty-Three Thousand, Three Hundred and Eighty-Five US Dollars) on three instalments as follows:

- First Installment: Amount of USD 138,385.00 to be paid on the 10th of January 2024;*
- Second Installment: Amount of USD 175,000 to be paid on 15 March 2024*
- Third Installment: Amount of USD 150,000 to be paid on 30 May 2024*

(...)

Clause (4) Penalties

4.1(...) in the event that the Club fails to pay any of the instalments set out in Clause 1 above strictly on its due date, without need of any communication whatsoever from the Player, the following consequences shall automatically apply:

- at request of the Player, enforcement proceedings before the FIFA Disciplinary Committee shall commence;*
- the acceleration clause becomes effective, i.e. all the remaining instalments under the provisions of Clause 1 of this Agreement shall become immediately and jointly due (hereinafter the "Remaining Amounts");*
- the Club shall pay the Player the additional Penalty for the breach of this Agreement, amounting to 30% (thirty per cent) of the Outstanding Debt;*
- an interest of 10% (ten per cent) per annum shall apply on the Remaining Amounts, as from the date of the default until the date of effective payment;*

4.2 The Parties explicitly agree that both the penalty and the interest rate provided above are fully proportionate and therefore are not subject to any mitigation for whatsoever reason.

5. On 11 July 2025, as the outstanding amounts due to the Creditor were not paid per the Settlement Agreement, the latter requested the initiation of disciplinary proceedings against the Debtor.
6. In this respect, the Claimant clarified that the Respondent paid the First Instalment on 8 January 2024 and the Second Instalment on 27 February 2024, yet failed to pay the Third Instalment on time, paying only EUR 23,668, equivalent to USD 27,688 on 27 January 2025. The Claimant argues that the late payment triggers the penalty of 30% under the Settlement Agreement.
7. The Claimant requested the following relief:

II. REQUEST FOR RELIEF:

In view of all the foregoing, on behalf of the Claimant we herein request the FIFA Disciplinary Committee to issue a decision in the following terms:

- 1. To accept this Claim;*
 - 2. To order the Respondent to pay the Claimant the outstanding principal of USD 122,312 (one hundred twenty two thousand three hundred twelve US dollars) net.*
 - 3. Additionally, to order the Respondent to pay to the Claimant the agreed penalty in clause 4 of the Settlement Agreement of USD 139,015 (one hundred thirty nine thousand fifteen US dollars).*
 - 4. To order the Respondent to pay the Claimant the interest rate of 10% of the overdue, as of the date of default, i.e. the 30th of May 2024 until the effective payment*
 - 5. To determine that the Respondent shall serve appropriate disciplinary sanctions for as long as it does not comply with the above*
8. In light of the foregoing, the secretariat to the FIFA Disciplinary Committee (hereinafter: the **Secretariat**) opened disciplinary proceedings against the Respondent on 18 July 2025.
 9. The Respondent filed the following position in its defense:
 - a. The Respondent confesses it has failed to timely pay the Third Instalment, making only a partial payment as stated by the Claimant. It accordingly concluded that *"we acknowledge our obligation to pay the overdue amount of USD 122, 312 associated with a penalty of USD 36,693.6 (30% x 122,312\$) in addition to the interest rate of 10%p.a., and that is more than enough"*.
 - b. As to the application of the penalty, the Respondent argues that it only refers to the outstanding debt really due, since this concept is not a defined term under the Settlement Agreement, and therefore the 30% should apply over USD 122,312 and not the total settled sum.

10. The Respondent requested the following relief:

"1. To accept the present Response; and

2.To issue a Decision stating that the Respondent shall pay the Claimant the outstanding debt of USD 122,312 and a penalty of USD 36,693.6 plus 10% p.a."

II. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

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

A. Jurisdiction of the FIFA Disciplinary Committee

12. First of all, the Committee noted that during the present proceedings, the Respondent has not challenged the jurisdiction of the FIFA Disciplinary Committee to enforce the Settlement Agreement.
13. 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 sanctions in case of corresponding violations.
14. Furthermore, the Committee likewise underlined that on the basis of art. 45.2 of the FIFA Statutes, the Committee may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.
15. Moreover, for the sake of good order, the Committee further emphasised that in line with art. 57(1) FDC, cases involving matters under art. 21 FDC may be decided by one member of the Disciplinary Committee alone, as in the present case.
16. As a result of the foregoing, the Committee confirmed that it was competent to assess the present matter.

B. Applicable legal framework

17. With regard to the matter at hand, the Committee pointed out that the disciplinary offense, i.e. the Respondent's potential failure to comply with its financial obligation towards the Claimant under the Settlement Agreement, was committed after the entry into force of the 2025 edition of the FDC. In this respect, the Committee deemed that the merits as well as the procedural aspects of the present case should fall under the 2025 edition of the FDC.
18. Having established the above, the Committee wished to recall the content and scope of art. 21 FDC in order to duly assess the case at hand:

"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) may 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 in which to pay the amount due or to comply with the non-financial decision;*
- c) may be ordered to pay an interest rate of 18% p.a. to the creditor as from the date of the decision of the Disciplinary Committee rendered in connection to a CAS decision on an appeal against a (financial) decision passed by a body, a committee, a subsidiary or an instance of FIFA;*
- 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;*
- e) in the case of member associations, 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, additional disciplinary measures may be imposed;*
- f) in the case of natural persons, 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 any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.*

[...]

10. The Disciplinary Committee shall be competent to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS. This shall include private agreements concluded after any decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS and made in order to settle their dispute.

[...]"

- 19. The Committee noted that the present case revolved around the Settlement Agreement reached between the parties on 4 January 2024 in the context of the Decision.
- 20. In this respect, the Committee noted that art. 21(10) FDC gives the Disciplinary Committee the competence to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS. The Committee further noted that, as clarified in FIFA Circular no. 1867 and incorporated in art. 21(10) FDC, this shall include private agreements concluded after any decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS and made in order to settle their dispute.
- 21. Its jurisdiction being established, and the applicable law determined, the Committee subsequently turned its attention to the merits of the dispute.

C. Merits of the dispute

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

22. As a starting point, the Committee observed that the present disciplinary proceedings referred to a potential failure of the Respondent to comply with the Settlement Agreement, by means of which the Respondent had been *inter alia* ordered to pay to the Claimant the amount(s) as outlined above.
23. Additionally, the Respondent has not challenged the Committee's jurisdiction to address the matter at hand or the applicability of the FDC. Notwithstanding, art. 21(1) FDC, in conjunction with art. 21(10) FDC, establishes that any party that fails to comply with a settlement agreement in relation to a financial decision — whether issued by FIFA bodies or CAS — will be sanctioned.
24. In these circumstances, the Committee observed that subsequent to the opening of the disciplinary proceedings against the Respondent, (i) the latter did not provide any proof of payment, and (ii) the Claimant has not confirmed the receipt of the outstanding amounts or granted the Respondent any further time to settle its debt. In fact, the Respondent has admitted that it owed amounts to the Claimant pursuant to the Settlement Agreement.
25. The Committee observed that although the Respondent admits to its debt per the above, the Respondent submits that the consequences for the same are different than those raised by the Claimant in line with the Settlement Agreement.
26. On this note, the Committee ruled that the Club undisputedly failed to pay the 3rd instalment under the Settlement Agreement, which automatically triggered the payment of the penalty under clause 4 of the same. At this juncture, the Committee concurred that the penalty cannot apply towards the entire debt, but surely it applies over the unpaid 3rd installment.
27. Accordingly, the Committee found that by failing to pay the 3rd installment on time, the Respondent is obliged to pay USD 45,000 as a contractual penalty, plus interest of 10% p.a. as of 31 May 2024, in operation of clause 4.1 of the Settlement Agreement.
28. It follows that by the time the Respondent made the partial payment on 27 January 2025, the amount due to the Creditor was USD 204,904.11, broken down as follows:
 - a. USD 150,000 as principal.
 - b. USD 9,904.11 as interest.
 - c. USD 45,000 as contractual penalty.
29. Considering the payment performed by the Respondent, the USD 27,688 should be offset against this principal and interest owed to the Claimant. Therefore, the amount due to the Claimant as of the date of this decision is:
 - a. USD 132,216.11 as principal.

- b. Interest at the rate of 10% p.a. on USD 132,216.11 as from 28 January 2025 until the date of effective payment.
- c. USD 45,000 as contractual penalty.

30. In view of the above, the Committee had no other choice but to conclude that the Respondent had failed to pay to the Claimant the outstanding amounts and remuneration due to it in accordance with the Settlement Agreement and it was therefore in breach of art. 21 FDC, justifying the imposition of disciplinary sanctions.

II. The determination of the sanction(s)

31. As a preliminary remark, the Committee emphasized that the Respondent unlawfully withheld the amounts from the Claimant.

32. With regard to the applicable sanctions, the Committee observed in the first place that the Respondent is a legal person, and as such is subject to the sanctions described under arts. 6.1 and 6.3 FDC.

33. Notwithstanding the above, the Committee recalled 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 in a settlement agreement related to a decision by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision, in so far that the latter:

- (i) may be fined and receive any pertinent additional disciplinary measure (lit. a);

- (ii) will be granted a final deadline in which to pay the amount(s) due (lit. b);

- (iii) (in the case of clubs, as *in casu*) 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 (lit. d).

34. The Committee notes that art. 21 empowers it to adopt, in addition of a discretionary fine, any additional disciplinary measure, and further elucidates several options in this regard.

35. After analysing the circumstances pertaining to the present case, whilst taking into account the outstanding amounts, the Committee wished to remark that the Respondent's disciplinary history reveals a systemic and persistent failure to comply with financial obligations.

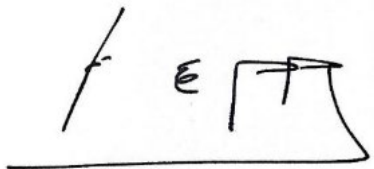
36. Pursuant to the information available in the Transfer Matching System in 2025 alone, five registration bans were imposed on the Respondent by FIFA, with one still active¹. Since 2021, the Respondent has accumulated 25 registration bans, a staggering figure that underscores a chronic disregard for regulatory and contractual obligations.
37. The Committee deems that this pattern is not incidental or isolated. It in fact reflects a deliberate and sustained strategy of non-payment, which undermines the integrity of the football ecosystem and the enforcement mechanisms of FIFA and CAS decisions. The Committee believed that such frequency and recurrence of registration bans demonstrate that non-compliance has become routine behavior for the Respondent. This habitual failure to honor debts jeopardizes the principles of fair play and financial responsibility but also erodes trust among stakeholders, including players, clubs, and governing bodies. The Respondent's conduct shows a lack of genuine intent to reform or comply, making it necessary to escalate sanctions to deter further breaches and protect the credibility of the FIFA dispute resolution system.
38. Given the Respondent's history and current default, the Committee deems that the imposition of a new registration ban is both proportionate and necessary. However, the Committee also deems that past experience shows that these bans alone have not been sufficient to compel compliance. Therefore, the Committee decided to grant the Respondent a final deadline for payment, coupled with automatic point deduction as a direct consequence of continued default.
39. The Committee considers that this escalation introduces tangible sporting consequences, which are likely to have a more immediate impact on the Respondent's operations and competitive standing and therefore might finally compel it to honor its debt towards the Claimant. Furthermore, the provision for potential relegation in case of persistent non-payment ensures that the Respondent faces progressively severe repercussions, aligning, in the Committee's view, with the principle of proportionality and reinforcing the deterrent effect of FIFA's disciplinary framework.
40. The Committee was satisfied that such sanctions would produce the necessary effect, whilst serving as a reminder to the Respondent to undertake all appropriate measures in order to guarantee that the FIFA regulations are strictly complied with.

¹ Cases with ban lifted: FDD-19830 – 07/01/2025; FDD-22357 – 04/03/2025; FDD-22352 – 07/03/2025; FDD-22461 – 07/03/2025; still active: FDD-24553 – 26/06/2025.

Decision

1. **The Respondent, Al Batin, is found responsible for failing to comply in full with the Settlement Agreement concluded with the Creditor, Youssef Ejbli, after the award issued by the Court of Arbitration for Sport in the matter Ref. CAS 2023/A/9425.**
2. **The Respondent is ordered to pay to the Creditor as follows:**
 - a. **USD 132,216.11 as principal, plus interest at the rate of 10% p.a. on said amount as from 28 January 2025 until the date of effective payment;**
 - b. **USD 45,000 as contractual penalty.**
3. **A ban on registering new players, at national and international level, is issued on the Respondent until the complete amount due is paid.**
4. **The Respondent is further granted a grace period of 30 days in which to pay the amounts due. 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, six (6) points will be deducted automatically by the Saudi Arabian Football Federation without a formal decision or order having to be issued by the FIFA Disciplinary Committee or its Secretariat.**
5. **In addition, if the Respondent should still fail to pay the amount(s) due to the Creditor even after the deduction of points in accordance with point 4 above, the present matter will, upon the request of the Creditor, be submitted to the FIFA Disciplinary Committee to impose harsher sanction(s) upon the Respondent. These sanctions may lead, amongst others, to a possible relegation of the Respondent's first team to the next lower division.**

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



José Ernesto MEJÍA PORTILLO (Honduras)

Member of the FIFA Disciplinary Committee

NOTE RELATING TO LEGAL ACTION:

According to art. 50 (1) of the FIFA Statutes reads together with arts. 52 and 61 of the FDC, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the 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 the CAS.

NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:

The Respondent is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Saudi Arabian Football Federation 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 as well as the Saudi Arabian Football Federation 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 Saudi Arabian 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 Saudi Arabian 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.