

Decision of the Dispute Resolution Chamber

passed on 18 July 2025

regarding an employment-related dispute concerning the player Matheus Alisson Oliveira dos Santos

BY:

Michele COLUCCI, Italy

CLAIMANT:

Matheus Alisson Oliveira dos Santos, Brazil

Represented by Evandro Luis Rezende Forte

RESPONDENT:

FC Kek, Kosovo

I. Facts of the case

1. On an unspecified date, the Brazilian player, Matheus Alisson Oliveira dos Santos (hereinafter: *the Player* or *the Claimant*), and the Kosovar club, FC Kek (hereinafter: *the Club* or *the Respondent*) entered into a contract titled “Aneks Kontratë” (freely translated to “Annex Contract”) (hereinafter: *the Contract*) valid as from 30 July 2024 until 30 June 2026.
2. In accordance with the Contract, the Respondent undertook to pay to the Claimant *inter alia* the monthly salary of EUR 1,350, being EUR 300 “through the bank” and EUR 1,050 in cash.
3. Additionally, the Contract stated that the Respondent was obliged to provide accommodation and “travel” for the Claimant.
4. In January 2025, the parties entered into an agreement to loan the Claimant to the Kosovar club SC Gjilani from 15 January 2025 to 30 June 2025.
5. On 6 May 2025, the Claimant put the Respondent in default of payments corresponding to the overdue salaries of October, November and December 2024 as well as of the first 15 days of January 2025 amounting to EUR 4,725 and setting a time limit expiring on 21 May 2025 in order to remedy the default.

II. Proceedings before FIFA

6. On 27 May 2025, the Claimant filed the claim at hand before FIFA. A summary of the parties’ respective positions is detailed below.

a. Claim of the Claimant

7. According to the Claimant, after concluding a purported employment agreement with the Respondent in July 2024 (i.e., the Contract), the Club announced the signing of the Contract with the Player on social media on 6 August 2024.
8. The Claimant asserted that the Club failed to pay the salaries from October 2024 to January 2025. The amount overdue allegedly amounting to EUR 4,725.
9. The Claimant argued that he verbally requested the payment of said overdue salaries several times.
10. According to the Claimant, in January 2025 the parties entered into a loan agreement with SC Gjilani from 15 January until 30 June 2025.

11. The Claimant argued that due to the lack of payment of the alleged outstanding remuneration, the Player terminated the Contract with just cause. He therefore requested payment of his overdue payables, compensation for breach of contract, and reimbursement of his return flight ticket.
12. The Claimant's requests for relief, were the following:

"In line with the above, the Player herein submits to the attention of the members of the DRC the following requests for relief:

FIRST – To uphold the present Claim in full;

SECOND – To confirm that the Player had grounds to terminate the Employment Contract with just cause;

THIRD – To order the Club to pay the Player EUR 1,350 due as outstanding salary due in October 2024, plus interest at a rate of 5% p.a. as of 1 November 2024 until the date of effective payment;

FOURTH – To order the Club to pay the Player EUR 1,350 due as outstanding salary due in November 2024, plus interest at a rate of 5% p.a. as of 1 December 2024 until the date of effective payment;

FIFTH – To order the Club to pay the Player EUR 1,350 due as outstanding salary due in December 2024, plus interest at a rate of 5% p.a. as of 1 January 2025 until the date of effective payment;

SIXTH – To order the Club to pay the Player EUR 675 due as outstanding remuneration due for 15 worked days in January 2025, plus interest at a rate of 5% p.a. as of 16 January 2025 until the date of effective payment;

SEVENTH – To order the Club to pay the Player EUR 16,200 due as compensation, plus default interest at a rate of 5% p.a. from 22 May 2025 until the effective date of payment;

EIGHTH – To order the Club to pay the Player USD 1,616 due as a flight ticket (see Exhibit – 7).

NINTH – To open the proceedings regarding the present dispute and notify the Club immediately; and TENTH – To confirm that the ongoing proceedings are free of any costs."

b. Reply of the Respondent

13. The Respondent failed to respond to the claim despite being invited to do so.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

14. 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 27 May 2025 and submitted for decision on 18 July 2025. Taking into account the wording of arts. 31 and 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.
15. 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 Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 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 an Brazilian player and a Kosovar club.
16. 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. 26 of the July 2025 edition of the Regulations, the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

17. 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).

c. Merits of the dispute

18. 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

19. The Single Judge then moved to the substance of the matter and took note of the fact that the Claimant argues that the Contract was terminated with just cause due to overdue payables.
20. In this context, the Single Judge acknowledged that his task was to determine whether there was a termination with just cause by the Claimant and the consequences thereof.
21. Furthermore, as the Respondent failed to respond to the claim, the Single Judge determined that this determination must be taken solely on the basis of the evidence available on file (*cf.*, art. 21, par. 1 of the Procedural Rules).
22. Having stated the above, and upon reviewing the evidence, the Single Judge first noted that the termination of the Contract appeared to have occurred during his loan to SC Gjilani, when the Contract was in principle suspended (*cf.*, art. 10 of the Regulations). In particular, and in the absence of a formal termination notice, the Single Judge determined that this termination occurred on the 16th day after the default notice was issued, as announced therein.
23. The Single Judge noted that this conclusion is also consistent with the Claimant's request for interest to be awarded on the compensation for breach of contract from the termination date, which he identified as 22 May 2025.
24. The Single Judge then recalled that to properly address this matter, it is necessary to analyse art. 14bis of the Regulations, which establishes two requirements to justify the termination of a contract due to overdue payments: (i) the club must owe at least two months of overdue salary; and (ii) the player must have formally notified the club in writing and granted a 15-day period to fulfil its financial obligations.
25. Although the Single Judge was mindful of the loan period, he also considered that the Claimant alleged, and the Respondent did not dispute, that at the time of the termination, the Respondent owed the Claimant overdue payments totalling at least 3 salaries. Therefore, the Single Judge found that the first requirement was met, as the Club owed at least two months of overdue salary.
26. Additionally, the Single Judge noted that the Claimant did in fact send a notification on 6 May 2025, in which he placed the Club in default and granted a 15-day period to fulfil its financial obligations. Thus, he considered that the second requirement was also satisfied.
27. Consequently, the Single Judge decided that the Claimant terminated the Contract with just cause in accordance with art. 14bis of the Regulations and the Respondent is liable to the consequences.

28. The Single Judge further wished to outline that, in the absence of a response from the Respondent, the Claimant could not reasonably be expected to return from loan to the Respondent given the latter's persistent and systematic breach of contract.

ii. Consequences

29. Having stated the above, the Single Judge turned its attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
30. Firstly, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the Contract at the moment of the termination, i.e. EUR 4,725, plus applicable interest, as follows:
- EUR 1,350 as the outstanding salary of October 2024 plus 5% *p.a.* as of 1 November 2024 until the date of effective payment;
 - EUR 1,350 as the outstanding salary of November 2024 plus 5% *p.a.* as of 1 December 2024 until the date of effective payment;
 - EUR 1,350 as the outstanding salary of December 2024 plus 5% *p.a.* as of 1 January 2025 until the date of effective payment;
 - EUR 675 as the outstanding salary for the 15 days worked in January 2025 plus 5% *p.a.* as of 16 January 2025 until the date of effective payment.
31. In addition to the outstanding remuneration, the Single Judge noted that the Claimant seeks reimbursement from the Respondent in the amount of EUR 1,616, allegedly corresponding to the cost of a flight ticket. However, the Single Judge found the evidence submitted in support of this claim insufficient, as it reflects only a search for ticket prices rather than proof of purchase. Therefore, the Single Judge rejected this part of the claim.
32. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable by the Respondent 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 for the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.
33. In application of the relevant provision, the Single Judge held that he first of all had to clarify as to 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. In this regard, the Single Judge established that no such compensation clause was included in the Contract.

34. 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. In this respect, the Single Judge recalled that, as a general rule, the compensation to be paid to a player by a club shall be equal to the residual value of the contract that was prematurely terminated, unless the player signed a new contract following the termination of his previous contract (*cf.* art. 17 par. 1 lit. i) of the Regulations).
35. Bearing in mind the foregoing as well as the claim of the Claimant, the Single Judge proceeded with the calculation of the monies payable to the Claimant under the terms of the Contract from the date of its unilateral termination until its end date.
36. At this point, the Single Judge recalled that the Claimant terminated the Contract during his loan to SC Gjilani. Thus, the Single Judge decided that the residual value of the Contract shall be calculated considering the monies payable after the loan period (i.e. from July 2025 to June 2026), thereby arriving at a total amount of EUR 16,200.
37. In continuation, the Single Judge verified as to whether the Claimant had signed an employment contract with another club during the relevant period, 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.
38. In this respect, the Single Judge noted that the Player remained unemployed following the loan period.
39. Consequently, on account of the above-mentioned considerations and the specificities of the case at hand, the Single Judge decided that the Respondent must pay the amount of EUR 16,200 to the Claimant, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
40. Lastly, taking into consideration the Claimant's request as well as the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Claimant interest on said compensation at the rate of 5% p.a. as of 22 May 2025 until the date of effective payment.

iii. Compliance with monetary decisions

41. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 24 par. 1 and 2 of the Regulations, which stipulate that, with his 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.
42. In this regard, the Single Judge 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.
43. Therefore, bearing in mind the above, the Single Judge decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
44. 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.
45. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24 par. 8 of the Regulations.

d. Costs

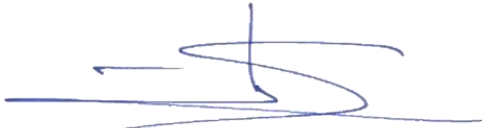
46. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
47. 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.
48. Lastly, the Single Judge concluded his 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, Matheus Alisson Oliveira dos Santos, is partially accepted.
2. The Respondent, FC Kek, must pay the Claimant the following amount(s):
 - **USD 1,350 as outstanding remuneration** plus 5% interest *p.a.* as from 1 November 2024 until the date of effective payment;
 - **USD 1,350 as outstanding remuneration** plus 5% interest *p.a.* as from 1 December 2024 until the date of effective payment;
 - **USD 1,350 as outstanding remuneration** plus 5% interest *p.a.* as from 1 January 2025 until the date of effective payment;
 - **USD 675 as outstanding remuneration** plus 5% interest *p.a.* as from 16 January 2025 until the date of effective payment;
 - **USD 16,200 as compensation for breach of contract** plus 5% interest *p.a.* as from 22 May 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. 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:
 1. 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.
 2. 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.

6. 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.
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 art. 50 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., art. 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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