

Decision of the Dispute Resolution Chamber

passed on 10 July 2025

regarding an employment-related dispute concerning the player Carlos
Andres Rivas Gomez

COMPOSITION:

Livia SILVA KÄGI (Brazil & Switzerland), Deputy Chairwoman

Iñigo Riestra (Mexico), Member

Stella Maris Juncos (Argentina), Member

CLAIMANT:

Carlos Andres Rivas Gomez, Colombia

Represented by Islam Hisham

RESPONDENT:

Salmiya SC, Kuwait

Represented by Pedro Macieirinha

I. Facts of the case

1. On 1 July 2022, the Colombian player, Carlos Andres Rivas Gomez (hereinafter: *the Player* or *the Claimant*), and the Kuwaiti club, SALMIYA SC (hereinafter: *the Club* or *the Respondent*), entered into an employment contract (hereinafter: *the Contract*) valid as from 1 July 2022 until 30 June 2024.
2. In accordance with the Contract, the Respondent undertook to pay to the Claimant *inter alia*: USD 150,000 for the season 2022/2023 (i.e., USD 12,500 on 1 July 2022 and USD 12,500 as monthly salary as from August 2022 to June 2023) and USD 150,000 for the season 2023/2024 (i.e., USD 12,500 as monthly salary from July 2023 to June 2024).
3. Clause 22 of the Contract read as follows:

"Any dispute arising between the Parties hereto in connection with the execution or construction of this Agreement shall be subject to the National Sports Arbitration Tribunal (NAST) and International Federation of Association Football".

4. Reportedly, on 22 July 2023, the Claimant and the Respondent concluded a "Dissolution of consensual Agreement" (hereinafter: *the Termination Agreement*) according to which the parties decided to mutually terminate the Contract. It is to be noted that the Claimant did not provide this information/documentation in his claim.
5. Clause 2 of the Termination Agreement read as follows, quoted *verbatim*:

"The [Club] acknowledges that he will pay the [Player] an amount of (15,383/-) KD (fifteen thousand three hundred and eighty- three Kuwaiti dinars only), and that is the value of the remaining sums owed to him and all his rights of various kinds resulting from the contract dated 01/07/2022 until the date of termination of the contract, whether the source is basic or additional salaries, cash or in-kind allowances, compensation, bonuses, or any other ordinary or exceptional source, this amount will pay as follow:

- *An amount of 5,000/- K.D (only Five Thousand Kuwaiti dinars only) Pay at the end of August 2023.*
- *An amount of 5,000/- K.D (only Five Thousand Kuwaiti dinars only) Pay at the Middle of October 2023.*
- *An amount of 5,383/- K.D (only Five Thousand three hundred and eighty-three Kuwaiti dinars only) Pay at the end of December 2023.*

[...]

The [Player] absolves the [Club] of a comprehensive, general, absolute, and irrevocable release, forfeiting any current or future right or claim of any kind or form resulting from the contract dated 01/07/2022."

6. Clause 3 of the Termination Agreement read as follows:

"Any dispute arising between the parties hereto in connection with the execution or construction of this contract is to be heard before Kuwaiti courts".

7. In August 2023, the Player entered into an employment contract with the Kuwaiti club, Al-Shabab Sporting Club (hereinafter: *Al Shabab*), valid for the season 2023/2024. The relevant contract does not establish an exact term or date of signature. The total remuneration was fixed in USD 80,000 for the 2023/2024 season.
8. On 9 October 2024, the Player put the Respondent in default, requesting USD 237,500 in outstanding remuneration, corresponding to 19 months' salaries as per the Contract. The Claimant granted the Respondent 10 days in order to remedy the default.

II. Proceedings before FIFA

9. On 12 November 2024, the Claimant filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Claim of the Claimant

10. The Claimant argued that the Respondent failed to pay his salaries for a period of 19 months under the terms of the Contract. He stated that the Respondent had only paid four monthly salaries, leaving an outstanding amount of USD 87,500 for the 2022/2023 season and USD 150,000 for the 2023/2024 season.
11. The Claimant requested the following relief:

"1) To accept this claim against the Respondent.

2) To condemn the Respondent to pay the Claimant an amount of USD 237,500-/ "two hundred thirty-seven thousand five hundred US dollars" as the outstanding salaries according to articles 12bis of FIFA-RSTP.

3) To condemn the Respondent to pay interests at a rate of five percent (5%) per annum over entire amounts requested from the due date of each payment until the date of the effective payment.

4) To ban the Respondent from registering any new players, either nationally or internationally, for two registration periods under Article 12bis, paragraph 4 of the FIFA RSTP

5) *To impose the Respondent whatever sanctions this honorable Chamber deems fit in accordance with article 12 bis of the FIFA RSTP.*

6) *To fix a sum of USD (5,000-/) 'five thousand dollars', to be paid by the Respondent to the Claimant, to help the payment of its legal fees and costs.*

7) *All amounts mentioned in the present claim shall be paid in dollars at the price of the time of signing the Contract.*

8) *As a consequence of the above, to condemn the Respondent to pay all expenses and costs of the present proceedings, if any."*

b. Reply of the Respondent

12. In its reply, the Respondent rejected the claim. It acknowledged that both parties had concluded the Contract; however, it argued that the Player left the Club in July 2023 and subsequently signed with Al Shabab. Therefore, the Respondent was of the opinion that it could not be held liable for the amounts claimed. The Respondent further stated that the Claimant signed a new contract with Al Shabab, after mutually signing the Termination Agreement.
13. The Respondent contested FIFA jurisdiction pursuant to clause 22 of the Contract and clause 3 of the Termination Agreement. The Respondent was of the opinion that in both agreements the parties intended to rely on the Kuwait courts to settle the issue. As to the National Sports Arbitration Tribunal within the Kuwait Football Association (KFA) (hereinafter: *the NSAT*), it mentioned that it meets the requirements outlined in Circular no. 1010 ensuring fair proceedings and equal representation for both players and clubs. In support of this, the Respondent provided the NSAT Statutes and Procedural Rules.
14. Additionally, the Respondent mentioned that the parties opted for the case to be heard before a state court and this must be respected. Therefore, the Respondent considered that the claim shall be rejected due to the lack of FIFA competence.
15. As to the merits, the Respondent indicated that the Player is not entitled to the amounts claimed considering that the parties concluded a Termination Agreement. Thus, the Respondent argued that the Player's claim shall be rejected in its entirety.
16. The Respondent requested the following relief, quoted *verbatim*:

"A. The claim shall be rejected.

B. The Respondent shall not be condemned to pay:

USD 87,500-/ 'eighty-seven thousand five hundred US dollars' for (7) months (from December 2022 to June 2023), related to the Sporting Season of 2022/2023;

USD 150,000-/ 'one hundred fifty thousand US dollars' related to the Sporting Season of 2022/2023;

5.000 CHF as contribution for legal expenses.

Subsidiary

C. Any amount that the Respondent can be condemned to pay, shall be mitigated in accordance with the actual employment contract of the Claimant with the club A1 Shabab from Kuwait."

c. Replica of the Claimant

17. The Player's position remained unchanged. Regarding FIFA's jurisdiction, he maintained that FIFA had jurisdiction over the matter. With respect to clause 22 of the Contract, the Player argued that it did not *"explicitly mandate that disputes must be brought before the National Sports Arbitration Tribunal (NSAT). Instead, it simply states that both FIFA Football-Tribunals and NSAT are the two entities empowered to resolve any disputes arising from the contract. This means that the parties involved in the dispute have the option to choose between either of the bodies for dispute resolution"*.
18. The Claimant also mentioned that while FIFA was free of charge and that NSAT imposed fees on the Claimant. The Claimant concluded that *"the Respondent's claim that Article 22 of the Employment Contract, explicitly stipulates the condition of resorting to the National Sports Arbitration Tribunal 'NSAT' rather than the FIFA Football Tribunal is unfounded and invalid, especially since the Respondent himself repeatedly highlighted in his memorandum the necessity for the jurisdiction clause to be clear and precise."*
19. Regarding clause 3 of the Termination Agreement, the Claimant referred to art. 58 par. 2 of the FIFA Statutes as well as art. 7 of the KFA Statutes and stated that both emphasize the restriction on resorting to ordinary courts for resolving sports-related disputes.
20. The Claimant concluded the following:

"In view of all above, FIFA Football-Tribunal 'DRC' is the primary and competent authority to adjudicate this dispute, as the Employment Contract did not explicitly mandate the jurisdiction of the National Sports Arbitration Tribunal 'NSAT'. Further, both FIFA and the Kuwaiti Football Association statutes restrict resorting to ordinary courts. Therefore, the Respondent's assertion regarding the National Sports Arbitration Tribunal 'NSAT' jurisdiction is invalid and unfounded, and FIFA remains the competent authority to resolve the dispute."

21. As to the merits, the Claimant stated that the Termination Agreement is invalid and non-enforceable based on the following reasoning:

- the Termination Agreement lacked essential elements for its validity. Specifically, this agreement was not signed by the Respondent and, therefore, did not enter into force. The Claimant stated that he did not receive a signed version of the Termination Agreement from the Respondent until the current proceedings, during which the Respondent submitted a signed copy. The absence of the Respondent's signature—a fundamental requirement for the agreement's validity—rendered the Termination Agreement null and without legal effect. Consequently, the Claimant asserted his entitlement to full compensation for the unpaid salaries and damages resulting from the Respondent's non-compliance.
- The Respondent failed to fulfil its financial obligations under the Contract. From the wording of the alleged Termination Agreement—particularly clause 2—it was evident that the purpose of the termination was to settle the outstanding salaries accrued prior to the termination date of 22 July 2023. The salaries due before the execution of the Termination Agreement, which were acknowledged as "Outstanding Salaries", amounted to KWD 15,383, equivalent to approximately USD 50,000, representing roughly two and a half months' salary.

22. The Claimant alleged that, given that the Respondent neither fulfilled its obligations under the Contract nor complied with the financial commitments outlined in the Termination Agreement within the due dates, it is evident that the Termination Agreement itself was breached. As a result, the legal effect of the Termination Agreement is nullified, and the parties shall revert to the original contractual position before its execution.

23. The Claimant concluded that the Respondent terminated the Contract without just cause, and he is entitled to the following sums:

"Net amount for 7 months in full from December 2022 to June 2023: an amount of USD 87,500-/ 'eighty-seven thousand five hundred US dollars' as outstanding salary.

Net amount of the 2023-2024 season in full: an amount of USD 150,000-/ 'one hundred fifty thousand US dollars' as a compensation for remaining value of the contract."

24. The Claimant further detailed his relief as follows:

"In light of the foregoing, we respectfully request the Honorable Chamber to issue the following decisions:

a) To accept jurisdiction over the present case, as it possesses an international dimension.

b) To reject all claims and arguments presented by the Respondent.

c) First Alternative Request: In the event that the primary request is not granted, to declare the Termination Agreement invalid and order the Respondent to pay the Claimant the following amounts:

- USD 87,500-/ (eighty-seven thousand five hundred US dollars) as outstanding salary for the period of December 2022 to June 2023, in accordance with Articles 12 bis and 14 bis of FIFA RSTP.*

- USD 150,000-/ (one hundred fifty thousand US dollars) as compensation for the remaining value of the 2023-2024 season, in full, in accordance with Article 17 of FIFA RSTP.*

d) Second Alternative Request: In the event that the above request is not granted, to order the Respondent to pay the Claimant KD 15,383-/, as expressly stipulated in Article 2 of the Termination Agreement."

d. Duplica of the Respondent

25. The Respondent reiterated its position as set out in the reply to the claim and further rejected the Claimant's position in its replica.
26. The Respondent argued that the Claimant failed to demonstrate how he could have performed for his new club, Al Shabab, if the Contract remained valid until 30 June 2024. The Claimant failed to provide evidence or arguments during the proceedings indicating that the termination of the Contract had occurred without just cause. Based on this, the Respondent concluded that the Termination Agreement was valid and binding between the parties.
27. Moreover, the Respondent referred to the website TransferMarkt and stated that it was materially impossible to have a debt toward the Claimant as he left the Club in July 2023 to render his services with Al Shabab.
28. As to the validity of the Termination Agreement, the Respondent mentioned that it paid its financial obligations to the Player's agent. Moreover, both parties signed the Termination Agreement and provided a copy of it.
29. The Respondent mentioned that the Claimant acted in bad faith trying to incur unjust enrichment. From the Respondent's view, *"In fact, there is no more valid proof that the mutual termination of the contract is valid, other than the fact that the player has been with Al Shabab since July 2023, when the employment contract signed with the Respondent would end only on 30/06/2024."* The Respondent also insisted that the Termination Agreement complies with the *essentialia negotii* to be considered as valid and binding on the parties.

30. The Respondent, in addition to its request for relief mentioned in its response, requested the following, quoted *verbatim*:

"The Respondent expressly requests the following to the FIFA DRC:

To order the Claimant to provide his employment contract with AL Shabab Club, to acknowledge the duration of it.

To request the Kuwaiti Football Federation the necessary documentation related to the waive of the Claimant from the Respondent squad, to be registered with AL Shabab club."

e. Other information

31. On 15 April 2025, the FIFA general secretariat informed the parties of the closure of the submission phase and requested the Claimant to inform of his employment situation as from the alleged termination of the Contract.
32. On the same day (i.e., 15 April 2025), the FIFA general secretariat requested the KFA to provide the following information:
- the Player's historic of transfers within the federation (i.e., the Player's official passport);
 - the period(s) of registration of the Player with the KFA's affiliated clubs, together with a copy of all the contract(s), if any, executed between said parties.
 - A copy of termination agreement (if any) between the Player and the Club.
33. On 19 April 2025, the KFA provided the following:
- The Player historic passport, according to which the Player was registered with the following Kuwaiti clubs:
 - From 1 October 2021 to 31 May 2022 with Yamouk SC
 - From 1 July 2022 to 30 June 2023 with Salmiya SC, i.e., the Respondent
 - From 1 August 2023 to 31 January 2024 with Al Shabab
 - From 14 February 2024 to 13 June 2024 with Tadamon SC
 - A document reference as "*proof of last contract end date*" on which the Club informed the KFA that the Contract was mutually terminated on 30 June 2023.
 - A copy of the employment contract between the Player and Al Shabab valid for the season 2023/2024. There is not information as to the exact start date and end date

in this contract, however the total remuneration was USD 80,000.

34. On 20 April 2025, the legal representative of the Player stated the following, quoted *verbatim*:

"We would like to inform you that the Player signed a new employment contract on August 2023, with Al-Shabab FC, a professional sporting club affiliated with Kuwait Football Association ('KFA'). The contract's duration was (5) months, started on August 2023 and ended on December 2023.

On January 2024, the Player signed a new employment contract with Al-Tadamon SC, a professional sporting club affiliated with Kuwait Football Association ('KFA'). The contract's duration was (4) months, started on January 2024 and ended on May 2024.

At present, the Player is not affiliated with any club and has not entered into any new employment contract following the expiry of the last contract.

With respect to the requested copies of the employment contract(s), the Player regrets to inform that he lost the copies of the employment contract(s) due to the loss of his phone, where the copies were stored. Despite this, the Player attempted to obtain the copies by contacting the abovementioned clubs via email, but he has not received any response yet.

In light of the above, we respectfully request the Honorable Chamber to oblige those clubs (Al Shabab SC and Al-Tadamon SC) to provide us with the contracts as they refused to answer to our emails, after we requested them to give us the copies of the Claimants contract".

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

35. 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 12 November 2024 and submitted for decision on 10 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.
36. Subsequently, 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. lit. b) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Dispute Resolution Chamber is in principle competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player from Colombia and a club from Kuwait.
37. However, the Chamber acknowledged that the Respondent contested the jurisdiction of FIFA's deciding bodies on the basis of clause 22 of the Contract and clause 3 of the Termination Agreement, alleging that any dispute deriving from the relevant employment relationship should be exclusively handled by the Kuwaiti courts. On the other hand, the Chamber noted that the Claimant stressed that FIFA has jurisdiction to deal with the dispute.
38. In this context, the Chamber first recalled that art. 26 par. 1 lit c) of the Regulations (February, June and October 2024, January and July 2025 editions) establishes that "*Article 22 paragraph 1 b) and c) shall apply only to cases brought to FIFA as from 1 January 2025. Any other case shall be assessed according to the previous regulations*". As a result, the Chamber decided that it had to assess its jurisdiction using the October 2024 edition of the Regulations, as this claim was brought to FIFA before 1 January 2025.
39. Subsequently, the Chamber emphasised that in accordance with art. 22 par. 1 of the Regulations, FIFA has jurisdiction to hear employment-related disputes between a player and a club with an international dimension "*without prejudice to the right of any player (...) or club to seek redress before a civil court for employment related disputes*". The Chamber further confirmed that this provision has remained materially unchanged across successive editions of the Regulations, thereby preserving the parties' right to alternative legal remedies outside the FIFA framework.
40. In view of the foregoing, and in order to determine whether the parties had validly opted out of FIFA's jurisdiction, the Chamber considered it necessary to first establish the contractual basis of the parties' employment relationship. In particular, given that the

validity of the Termination Agreement was contested by the parties, the Chamber concluded that resolving this issue was essential to address the preliminary question of jurisdiction and to establish whether the dispute properly fell within FIFA's competence.

41. In this respect, the Chamber recalled that, although the Termination Agreement submitted by the Club was dated 22 July 2023 and signed by both parties, the Claimant argued that the agreement was invalid, alleging that (i) he had not received a signed copy, thereby undermining its validity and (ii) the Club had failed to make the payments stipulated therein.
42. With respect to (i), the Chamber noted that the date of the Termination Agreement was not contested—only the Club's signature. Furthermore, the Player did not dispute his own signature on the Termination Agreement but denied having received his copy countersigned by the Club.
43. The Chamber consider it particularly relevant that the Player himself confirmed that he entered into a new employment contract with Al Shabab only seven days after the Termination Agreement was purportedly concluded. More importantly, he did so without issuing any warning, notice, or unilateral termination. As a result, the Chamber considered that, had the Player still been bound by his previous contract with the Respondent, the signing of the employment contract with Al Shabab would have constituted a breach.
44. Additionally, the Chamber observed that from 22 July 2023 until 9 October 2024—a period exceeding one year—the Player did not contact the Club to contest the termination, request execution of the Contract, or seek clarification regarding his employment status. In the Chamber's view, this prolonged inaction indicated that the Player had accepted the validity of the Termination Agreement. Consequently, the Player was precluded from subsequently altering his position without providing a reasonable justification, in accordance with the principle of *venire contra factum proprium*. The Club likewise acted in accordance with the Termination Agreement and formally notified the KFA of the mutual termination.
45. In light of the foregoing, the Chamber concluded that the Player's challenge to the validity of the Termination Agreement due to the lack of signature could not be upheld.
46. With respect to (ii), the Chamber held that the Club's failure to pay the amounts stipulated in the Termination Agreement did not affect its validity, rather the ensuing consequences (and the determination of a potential credit).
47. The Chamber further noted contradictions in the Player's position, he initially argued that the case involved overdue payables, and then asserted entitlement to compensation on the basis that the Club had unilaterally terminated the Contract.

48. In light of the above, the Chamber concluded that the Termination Agreement was valid and binding upon both parties. As a result, it superseded the Contract and all rights and obligations were novated. Accordingly, the Chamber determined that its jurisdiction was to be examined solely on the basis of the jurisdiction clause contained in the Termination Agreement.
49. The Chamber then recalled that Clause 3 of the Termination Agreement read as follows:
- "Any dispute arising between the parties hereto in connection with the execution or construction of this contract is to be heard before Kuwaiti courts".*
50. As detailed above, the Chamber found that the Claimant and the Respondent had unambiguously and exclusively decided that any dispute that would arise from the Termination Agreement would be submitted to the "Kuwaiti courts".
51. The Chamber then recalled that parties may freely agree to give jurisdiction to a civil court, and that such choice shall always prevail. In fact, the Chamber, recalling its jurisprudence as well as the Court of Arbitration for Sport (CAS)' jurisprudence in this regard, highlighted that even if the choice of law does not specify which courts are competent (e.g., a generic reference is made to a region/city), FIFA is not competent when the parties have exclusively agreed upon the jurisdiction of a civil court. In addition, the Chamber emphasized that art. 22 par. 1 of the Regulations provides a clear hierarchy in favour of contractual autonomy.
52. In view of all the above, the Chamber concluded that the Football Tribunal does not have jurisdiction to hear the dispute between the Claimant and the Respondent.

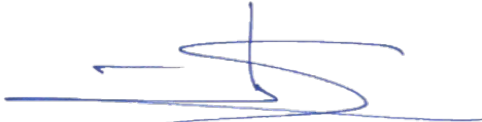
b. Costs

53. 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.
54. 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.
55. 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 Football Tribunal does not have jurisdiction to hear the claim of the claimant, Carlos Andres Rivas Gomez.
2. 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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