

Decision of the FIFA Disciplinary Committee

passed on 31 July 2025

DECISION BY:

José Ernesto MEJÍA PORTILLO (Honduras), Member

ON THE CASE OF:

Beijing Guoan FC
(Decision FDD-24570)

REGARDING:

Art. 21 of the FIFA Disciplinary Code - *Failure to respect decisions*

I. FACTS

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. World Sports Management Agency Sàrl, an agency represented by FIFA licensed agent, Mr. Pedro David Jimenez (the **Claimant** or the **Creditor**);
 - b. Beijing Guoan FC, a Club from China PR (the **Respondent** or the **Debtor**).
3. On 28 April 2025, the Court of Arbitration for Sport (**CAS**) in an ordinary procedure filed under reference CAS 2024/O/10799 ordered the Respondent to pay the Claimant the following amounts (**the CAS Decision**):
 - EUR 340,000 net plus 5% interest *p.a.*:
 - on EUR 340,000 net from 1 July 2023, until the date of payment;
 - on EUR 30,000 net from 1 July 2023, until 11 October 2023; and
 - on EUR 30,000 net from 1 July 2023, until 17 May 2024.
 - CHF 3,000 as contribution towards legal fees and other expenses incurred in connection with the CAS arbitration.
4. On 26 June 2025, as the outstanding amounts due to the Claimant were not paid, the latter requested before FIFA the initiation of disciplinary proceedings against the Respondent.
5. On 14 July 2025, the Secretariat of the FIFA Disciplinary Committee (the **Secretariat**) opened disciplinary proceedings against the Respondent for potential breach of art. 21 of the FIFA Disciplinary Code (**FDC**). The Secretariat issued a proposal in accordance with art. 58 FDC as read in conjunction with Annexe 1 FDC (the **Proposal**) and granted the Respondent five (5) days to reject the Proposal and submit its position.
6. On 18 July 2025, the Respondent rejected the proposed sanction and provided its position on the matter.

7. On 18 July 2025, the Secretariat took note of the Respondent's rejection of the Proposal and informed the parties that the matter would be submitted to the FIFA Disciplinary Committee on 31 July 2024 for consideration and decision.
8. On 31 July 2025, the matter was submitted to the FIFA Disciplinary Committee for decision, the operative part of which was notified to the Respondent on 12 August 2025.
9. On 15 August 2025, in accordance with art. 54(10) FDC, the FIFA Disciplinary Committee rectified item 2 of the operative part of the decision and notified the rectified decision that same day.
10. The Respondent subsequently requested the grounds of the decision within the deadline set forth under art. 54 FDC.

II. RESPONDENT'S POSITION

11. The Respondent's position submitted on 18 July 2025 can be summarised as follows:

- The Respondent is not refusing to comply with the CAS Decision. On the contrary, the Respondent has been engaging in good faith negotiations with the Claimant regarding the payment of the outstanding amounts. This delay should not be construed as a deliberate failure to comply with the CAS Decision.
- The proposed sanction of CHF 20,000 and the imposition of a registration ban are disproportionate in light of the current circumstances and inconsistent with the principle of proportionality, as the Respondent has demonstrated its willingness to resolve the matter amicably and has not acted in bad faith.
- The Respondent remains fully committed to complying with its obligations and is actively working to finalize a settlement with the Claimant. The Respondent expects to resolve the matter "shortly".
- In light of the foregoing, the Disciplinary Committee should refrain from imposing the proposed sanction. The Disciplinary Committee should also "allow" the parties to continue their negotiations or, alternatively consider granting an extended payment deadline.

III. CLAIMANT'S POSITION

12. In response to the Respondent's position, the Claimant filed a written submission on 18 July 2025 which can be summarised as follows:

- No negotiations or settlement talks have been held with the Respondent. In fact, the Claimant is not interested in entering into any negotiations now or in the future. The Respondent is attempting to create a false appearance of dialogue or cooperation – a tactic it already employed during the CAS procedure, which ended with a final and binding decision that the Respondent has to this day failed to respect. The Respondent's behaviour constitutes a clear and deliberate strategy of obstruction and delay.

IV. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

13. In view of the circumstances of the present matter, the Committee decided to address the procedural aspects of the present matter, namely, the jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible failure of the Respondent to comply with its financial obligations towards the Claimant as well as the potential sanctions resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee

14. 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 CAS Decision.
15. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasize that, on the basis of arts. 55 and 56 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.
16. 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.
17. 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.
18. As a result of the foregoing, the Committee confirmed that it was competent to assess the present matter

B. Applicable legal framework

19. 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, 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.
20. 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;*
- (...)*

11. Disciplinary proceedings for failing to respect a final CAS decision rendered in the context of ordinary proceedings may be initiated provided that the respective CAS procedure started after 15 July 2019".

21. The Committee noted that the present case revolved around the award issued by CAS on 28 April 2025 (Ref. CAS 2024/O/10799). The Committee further noted that the CAS procedure was initiated on 13 August 2024.

22. Accordingly, in line with art. 21.11 FDC, Disciplinary Committee found itself competent to decide on the present matter as it related to the failure to respect a final CAS decision rendered in the context of an ordinary CAS procedure started after 15 July 2019.
23. Its jurisdiction being established, and the applicable law determined, the Committee subsequently turned its attention to the merits of the dispute.

A. Merits of the dispute

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

24. As a starting point, the Committee observed that the present disciplinary proceedings referred to a potential failure of the Respondent to comply with the CAS Decision, by means of which the Respondent had been *inter alia* ordered to pay to the Claimant the amount(s) as outlined above.
25. 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 establishes that any party that fails to comply with a financial decision – whether issued by FIFA bodies or CAS – will be sanctioned.
26. 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.
27. In fact, the Committee observed that the Respondent has explicitly acknowledged that it has not complied with the CAS Decision. Notwithstanding, the Respondent claims that it was in settlement negotiations with the Claimant and that it should be allowed to continue said negotiations. Alternatively, the Respondent requests that the Committee extend the payment deadline.
28. The Committee rejected the Respondent's position, noting that a settlement agreement has to be agreed upon directly with the creditor, who at his own discretion can accept or not the settlement agreement proposed. In the present case, not only is there no evidence of a settlement agreement between the parties, but the Claimant has also categorically denied engaging in any negotiations to settle the matter.
29. 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 amounts as per the Decision and it was therefore in breach of art. 21 FDC, justifying the imposition of disciplinary sanctions.

II. The determination of the sanction(s)

30. 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.
31. 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 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).
32. Consistently with the above, and with respect to the fine that may be imposed, the Committee underlined that, in line with art. 6(4) FDC, it shall, in general, range between CHF 100 and CHF 1,000,000. In this respect, the Committee pointed out that Annexe 1 FDC provides a list of specific disciplinary measures which may be taken into consideration in case of failure to respect financial decisions. As such, after analysing the circumstances pertaining to the present case, whilst taking into account the outstanding amounts in light of Annexe 1 FDC, the Committee decided to impose a fine of CHF 20,000 on the Respondent.
33. Furthermore, in application of art. 21(1)(b) FDC, the Committee granted a final deadline of thirty (30) days to the Respondent in order to pay the amounts due to the Claimant.
34. Equally, and consistently with art. 21(1)(d) FDC, the Respondent is hereby warned and notified that, in the case of default within the period stipulated, a registration ban (at

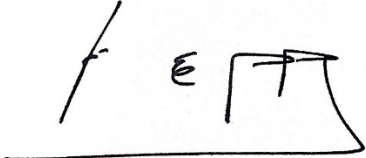
national and international level) will be automatically imposed until the complete amount due is paid.

35. The Committee was satisfied that such sanctions would produce the necessary deterrent 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.

Decision

1. The Respondent, Beijing Guoan FC, is found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 28 April 2025 (Ref. CAS 2024/O/10799).
2. The Respondent is ordered to pay to the Creditor, World Sports Management Agency Sàrl, as follows:
 - EUR 340,000 net plus interest at a rate of 5% per annum
 - on EUR 340,000 net as from 1 July 2023 until the date of payment;
 - on EUR 30,000 net as from 1 July 2023 until 11 October 2023; and
 - on EUR 30,000 net as from 1 July 2023 until 17 May 2024.
 - CHF 3,000 as contribution towards legal fees and other expenses incurred in connection with the CAS arbitration
3. The Respondent is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount 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, a ban on registering new players will be issued until the complete amount due is paid.
4. The Respondent is ordered to pay a fine to the amount of CHF 20,000. The fine is to be paid within 30 days of notification of the present decision.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



José Ernesto MEJÍA PORTILLO (Honduras)

Member of the FIFA Disciplinary Committee

NOTE RELATING TO THE TERMS OF THE DECISION:

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, Beijing Guoan FC, is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Chinese Football Association of every payment made and to provide the relevant proof of payment.

The Creditor, World Sports Management Agency Sàrl, is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Chinese Football Association 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 Chinese Football Association 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 Chinese Football Association 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.

NOTE RELATING TO THE PAYMENT OF THE FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to the abovementioned case number.