

Decision of the Dispute Resolution Chamber

passed on 3 July 2025

regarding an employment-related dispute concerning the player
Carlos Alberto da Silva Lomba

BY:

Michele COLUCCI (Italy)

CLAIMANT:

Carlos Alberto da Silva Lomba, Portugal
Represented by Fábio Rego & Gonçalo de Castro

RESPONDENT:

Sporting Club Bengaluru, India

I. Facts of the case

1. On 4 November 2024, the Portuguese player Carlos Alberto da Silva Lomba (hereinafter, the *Player* or the *Claimant*) and the Indian club Sporting Club Bengaluru (hereinafter, the *Club* or the *Respondent*) concluded an employment contract (hereinafter, the *Contract*) valid as from 4 November 2024 until 31 May 2025.
2. Pursuant to Clause 1 of Schedule I of the Contract, the Club undertook to pay the Player (hereinafter, jointly referred to as the *Parties*) a monthly remuneration of USD 3,333, payable on the 10th day of the following month.
3. According to Clause 7 of the Schedule I of the Contract:

"The Player shall be entitled to paid leave of up to 2 (two) weeks per 9 (nine) month period, where the period of paid leave must be informed to the Club in advance and must be taken outside the period when the Competition is being played, and where at least 1 (one) week of the leave is taken consecutively, unless mutually agreed otherwise between the Parties".

4. On 25 March 2025, the Player put the Club in default, requesting the payment of USD 13,332, corresponding to his remuneration for December 2024 and from January to March 2025 (*i.e.*, USD 3,333 each). The Player granted the Club a deadline of 15 days to comply with its financial obligations.
5. On 18 April 2025, the Player unilaterally terminated the Contract.

II. Proceedings before FIFA

6. On 29 April 2025, the Player filed the claim at hand before FIFA. A summary of the Parties' respective positions is detailed below.

a. Claim of the Claimant

7. In his claim, the Player argued that he had a just cause to terminate the Contract based on the Club's non-payment of his remuneration and after having put it in default, to no avail.
8. Based on the above, the Player claimed to be entitled to the outstanding remuneration that remained unpaid at the time of termination, as well as to compensation for breach of contract, in the total amount of USD 24,330.90.
9. The Player requested the following relief:

"The Claim shall be accepted.

The Dispute Resolution Chamber shall:

- a) Condemn the Respondent Club to pay to the Claimant the overdue amount of USD \$ 9.999,00 gross corresponding to the:*
 - USD \$ 3.333,00 gross for January's monthly salary; (due on 10 February 2025)*
 - USD \$ 3.333,00 gross for February's monthly salary; (due on 10 March 2025)*
 - USD \$ 3.333,00 gross for March's monthly salary; (due on 10 April 2025)*
- b) Condemn the Respondent Club to pay to the Claimant the following amounts as compensation:*
 - USD \$ 3.333,00 gross (between 09/04/2025 and 31/05/2025);*
 - USD \$ 999,90 gross for 9 unpaid holiday days;*
- c) Condemn the Respondent Club to pay to the Claimant the following amount as Additional Compensation - subject to the early termination of the contract being due to overdue payables:*
 - USD \$ 9.999,00 gross (which is based on multiplying monthly salary by three).*
- d) In the global amount of USD \$ 24.330,90 gross;*
- e) Plus interest at 5% rate since the overdue dates until effective payment.*
- f) All according to the "PLAYER AGREEMENT", signed by the parties, the FIFA Statutes and regulations, as well as the specificity of sport.*
- g) Impose to the Respondent Club sportive and disciplinary sanctions".*

b. Reply of the Respondent

10. On 5 May 2025, the FIFA general secretariat notified the claim to the Club, granting it a deadline until 26 May 2025 to provide its position on the claim.
11. On 2 June 2025, it was confirmed that a technical issue affected the proper notification of the claim to the Club. As a consequence, and after having resolved this technical issue, the Club was granted a new deadline until 23 June 2025 to reply to the claim.

12. On 27 June 2025, and in the absence of a reply from the Club, the FIFA general secretariat notified the Parties about the closure of the submission phase of the proceeding and the submission of the case to the Single Judge of the Dispute Resolution Chamber for a formal decision.
13. On 2 July 2025, the Club informed that a *“technical glitch”* had prevented it from receiving the correspondences notified via the Legal Portal and requested to be granted an extension of 21 days to reply to the claim.
14. On 3 July 2025, the FIFA general secretariat informed the Club that all correspondence as of 2 June 2025 relating to this case was correctly notified via the Legal Portal to the Club, with no further technical issues having been confirmed.
15. In light of the above, the FIFA general secretariat informed the Club that its request for an extension of the deadline could not be granted.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

16. 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 29 April 2025 and submitted for decision on 3 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.
17. 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 July 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 Portuguese player and an Indian club.
18. 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, the July 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

19. 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 TMS.

c. Merits of the dispute

20. 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

21. The Single Judge then moved to the substance of the matter, and took note that it concerned a claim by a player against a club for breach of contract 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.
22. 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.
23. 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 obligation(s).
24. The Single Judge noted that the Player claimed not having received his remuneration corresponding to the months of January, February and March 2025. Furthermore, the Single Judge noted that the Player provided written evidence of having put the Club in default on 25 March 2025, *i.e.*, at least 15 days before unilaterally terminating the Contract on 18 April 2025.

25. 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 noted that Club failed to reply to the claim despite being invited to do so, and therefore no proof of compliance with the aforementioned financial terms was submitted.
26. In light of the above, and considering that the Club failed to pay the Player the monthly salaries of January and February 2025 on their due dates (*i.e.*, 10 February and 10 March 2025, respectively), the Single Judge concluded that the Player had a just cause to unilaterally terminate the Contract after having put the Club in default, to no avail, based on art. 14bis of the Regulations. Consequently, the Club is held liable for the legal consequences that follow.

ii. Consequences

27. Having stated the above, the Single Judge turned his attention to the legal consequences arising from the breach of contract committed by the Club.
28. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the Player, are equivalent to 4 salaries under the Contract, amounting to EUR 13,332 for the months from January to April 2025 (*i.e.*, USD 3,333 x 4).
29. As a consequence, and in accordance with the general legal 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 the termination, *i.e.*, USD 13,332 as detailed *ut supra*.
30. 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 amounts as from the day following their respective due dates until the date of effective payment, except for the April 2025 salary, which was awarded as from the date of termination, as follows:
 - January 2025 salary in the amount of USD 3,333 as from 11 February 2025;
 - February 2025 salary in the amount of USD 3,333 as from 11 March 2025;
 - March 2025 salary in the amount of USD 3,333 as from 11 April 2025; and
 - April 2025 salary in the amount of USD 3,333 as from 18 April 2025.
31. Having stated the above, the Single Judge turned to the calculation of the amount of compensation payable 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 for the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.

32. In application of the relevant provision, the Single Judge held that he first of all had to clarify as to whether the Contract contained a provision by means of which the Parties had beforehand agreed upon an amount of compensation payable by them in the event of breach of contract. 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.
33. As a consequence, the Single Judge determined that the amount of compensation payable by the Club to the Player had to be assessed in application of the 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 the Player by the 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)).
34. 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 Player under the terms of the Contract from the date of its unilateral termination until its end date. Consequently, the Single Judge concluded that the amount of EUR 3,333 (*i.e.*, the month of May 2025) serves as the basis for the determination of the amount of compensation for breach of contract.
35. The Single Judge further noted that the Player requested to be awarded an additional amount of USD 999,90 as compensation, representing 9 unpaid holiday days.
36. In this regard, the Single Judge noted that Clause 7 of Schedule I of the Contract did not provide for an additional sum to be paid by the Club as annual paid leave, but rather that the Player would be entitled to annual paid leave as defined therein. In other words, the Player was not entitled to any additional remuneration beyond the value of the Contract.
37. As a consequence, the Single Judge decided that this amount should not be taken into account for the calculation of compensation for breach of contract due by the Club to the Player.
38. In continuation, the Single Judge verified as to 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 Dispute Resolution Chamber 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.

39. In this respect, the Single Judge noted that the Player remained unemployed since the termination of the Contract.
40. Consequently, on account of all the above-mentioned considerations and the specificities of the case at hand, the Single Judge decided that the Club must pay the amount of USD 3,333 to the Player as the residual value of the Contract, which was considered a reasonable and justified amount of compensation for breach of contract in the case at stake.
41. At this point, the Single Judge took note of the Player's request to be awarded additional compensation. In this respect, the Single Judge referred to art. 17 par. 1 lit. i.) and ii.) of the Regulations, and underscored that the compensation granted is equivalent to the residual value of the Contract, and that the overall compensation may never exceed the rest value of the prematurely terminated contract.
42. Accordingly, the Single Judge rejected the Player's request for additional compensation.
43. Lastly, 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 on said compensation at the rate of 5% *per annum* as of 18 April 2025 (*i.e.*, the date of termination) until the date of effective payment.

iii. Compliance with monetary decisions

44. 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 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.
45. 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.
46. 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.

47. 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.
48. 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

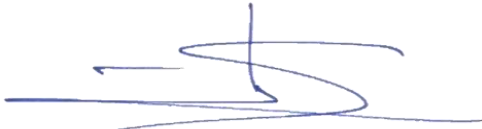
49. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the Parties.
50. 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.
51. 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, Carlos Alberto da Silva Lomba, is partially accepted.
2. The Respondent, Sporting Club Bengaluru, must pay to the Claimant the following amount(s):
 - **USD 13,332 as outstanding remuneration** plus 5% interest *per annum* as follows:
 - 5% interest *p.a.* over the amount of USD 3,333 as from 11 February 2025 until the date of effective payment;
 - 5% interest *p.a.* over the amount of USD 3,333 as from 11 March 2025 until the date of effective payment;
 - 5% interest *p.a.* over the amount of USD 3,333 as from 11 April 2025 until the date of effective payment; and
 - 5% interest *p.a.* over the amount of USD 3,333 as from 18 April 2025 until the date of effective payment.
 - **USD 3,333 as compensation for breach of contract** plus 5% interest *per annum* as from 18 April 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

Fédération Internationale de Football Association – Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134
legal.fifa.com | regulatory@fifa.org | T: +41 (0)43 222 7777