

Decision of the Players' Status Chamber

passed on 14 July 2025

regarding a contractual dispute concerning the player Gustavo Henrique
Furtado Scarpa

BY:

Ghanem SALEH, Jordan

CLAIMANT:

Nottingham Forest FC, England

Represented by Litigation Centrefield LLP

RESPONDENT:

Clube Atlético Mineiro, Brazil

Represented by Luiz Fernando Pimenta Ribeiro

I. Facts of the case

1. On 22 December 2023, the British club Nottingham Forest FC (hereinafter: *NFFC* or *the Claimant*) and the Brazilian club Clube Atlético Mineiro (hereinafter: *CAM* or *the Respondent*) entered into a transfer agreement (hereinafter: *the Transfer Agreement*) regarding the player Gustavo Scarpa (hereinafter: *the Player*).
2. Pursuant to clause 3.1 of the Transfer Agreement, the Respondent undertook to pay the Claimant a total transfer fee of EUR 5,000,000 net, as follows:
 - EUR 2,000,000 by 11 January 2024;
 - EUR 1,500,000 by 2 January 2025;
 - EUR 1,500,000 by 15 December 2025.
3. The same clause 3 of the Transfer Agreement also provided, *inter alia*, the following:

"3.2. The Parties hereby agree that the 'Guaranteed Transfer Fee' shall be paid by CAM to NFFC without any deduction of solidarity contribution as detailed In the FIFA Regulations on the Status and Transfer of Players (the 'FIFA Regulations').

[...]

3.4. All payments by CAM under this clause '3' are subject to receipt by CAM of a valid invoice for the sum due and shall be paid within 14 (fourteen) calendar days of receipt by CAM of that Invoice.

3.4.1. In the absence of such invoice, CAM will not be able nor obliged to make the payment, and such nonpayment shall not constitute a breach of the contract by CAM.

3.5. All sums due to NFFC under this clause '3' shall be paid by CAM to NFFC in full without set off or deduction of any kind or nature whatsoever, so that the sums specified in this Agreement are the sums received by NFFC In cleared funds on or before the due date for each payment.

3.6. If CAM fails to pay any amount owed to NFFC, by the agreed due date(s) as set out in clause '3.1' above, NFFC shall issue a written notice via email. If CAM subsequently fails to fulfil the payment within an additional 15 (fifteen) calendar days after receiving this notification from NFFS, all remaining instalments which have not yet become due at the respective point in time shall immediately, automatically and fully fall due.

3.7. In the event of any payment in this clause '3' not being made on the due date (and it is agreed that time shall be of the essence in so far as payment dates are concerned) then such sum as remains unpaid interest shall accrue at the rate of 05% (five percent) per

annum. In addition, CAM shall be responsible for all costs, expenses and losses incurred by NFFC as a consequence of the late or nonpayment and shall indemnify NFFC in respect thereof”.

4. On 1 January 2024, the Claimant issued an invoice to the Respondent for a total amount of EUR 5,000,000. This invoice included a copy of the payment schedule referred to in clause 3 of the Transfer Agreement.
5. On 20 March 2025, the Claimant sent the Respondent a default notice, demanding payment of EUR 500,000 for the second instalment under the Transfer Agreement. In this regard, the Claimant acknowledged that the Respondent had already paid EUR 500,000 on 16 January 2025 and EUR 500,000 on 27 January 2025 but stated that EUR 500,000 remained overdue. The Claimant requested that the Respondent remedy the breach within 10 days.
6. On 5 April 2025, the Claimant acknowledged that they had not received any payment or response from the Respondent and stated that the debt had been accelerated as a result. The Claimant informed the Respondent that it would commence proceedings against them, claiming the total of EUR 2,000,000 plus interest and the appropriate sanctions.
7. On 14 May 2025, the Claimant issued further default notice, demanding payment of EUR 2,000,000 within 10 days.

II. Proceedings before FIFA

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

a. Position of the Claimant

9. The Claimant argued that the Respondent owed it EUR 2,000,000 net, comprising the balance of the second instalment (EUR 500,000 net) and the accelerated third instalment (EUR 1,500,000 net), as set out in the Transfer Agreement.
10. Furthermore, it alleged that the above amount should be granted alongside 5% interest *p.a.* and that art. 12bis of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) applied.
11. The Claimant submitted the following relief:

“In view of the foregoing, NFFC respectfully requests that the PSC concludes and/or orders as follows:

- i. that NFFC's claim is admissible and well-founded;*
- ii. that CAM is in breach of the Transfer Agreement and has overdue payables in the sum of €2,000,000.00 (two million euros) (net of any taxes or any other deductions) which should be paid immediately;*
- iii. that CAM is liable to pay accrued interest on this debt from 5 April 2025 to the date of effective payment, at the contractually agreed rate of 5% (five percent) per annum in accordance with clause 3.7. of the Transfer Agreement;*
- iv. that an immediate registration ban be imposed on CAM (or such other sanction as deemed appropriate by the PSC) in respect of the overdue payables; and*
- V. in accordance with Article 25 paragraph 5 of the Procedural Rules, CAM shall pay the procedural costs pertaining to these proceedings before the PSC."*

b. Position of the Respondent

- 12. On 23 June 2025, the Respondent submitted its response to the claim.
- 13. The Respondent argued that the Claimant had failed to provide it with a valid invoice, thereby preventing payment. According to the Respondent, the invoice submitted by the Claimant was premature, meaning that the Respondent was entitled to withhold payment.
- 14. Furthermore, the Respondent pointed out that the above invoice also stated that the payment was due immediately, which the Respondent considered inaccurate. Consequently, the Respondent claimed that this document could not trigger the payment obligation and that the third instalment was not accelerated.
- 15. Next, the Respondent alleged that applying interest on the accelerated amount would result in *bis in idem*. Alternatively, it argued that interest should only accrue from 15 December 2025.
- 16. The Respondent submitted the following relief:

"In view of the foregoing, the Respondent respectfully prays for the following relief:

(a) That the claim lodged by the Claimant be dismissed;

(b) Subsidiarily and strictly in the alternative, in the event the PSC finds there was a contractual breach by the Respondent, even if the third instalment has been accelerated, interest must only accrue from 15 December 2025, and no default interest is owed prior to this date.

(c) *That the Claimant be ordered to bear all costs associated with the present proceedings.*"

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

17. First of all, the Single Judge of the Players' Status 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 14 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.
18. Furthermore, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. g) of the Regulations (July 2025 edition), the Players' Status Chamber is competent to deal with the matter at stake, which concerns a contractual dispute between two clubs affiliated to different members associations to FIFA, *i.e.*, a British club and a Brazilian club.
19. 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 par. 1 and 2 of the Regulations (July 2025 edition) and considering that the present claim was lodged on 9 April 2025, the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

20. 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

21. 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

22. The Single Judge then moved to the substance of the matter, and took note of the fact that it concerned a claim for overdue payables between clubs affiliated with two different members associations to FIFA.
23. The Single Judge observed that the parties do not dispute that the Respondent only paid part of the second instalment under the Transfer Agreement, leaving EUR 500,000 outstanding. However, the Respondent argued that it was prevented from complying with its obligation due to the lack of a valid invoice. Subsidiarily, the Respondent disputed the acceleration of the debt and its consequences.
24. In light of the above, the Single Judge first examined the evidence on file and noted that the Claimant had submitted a copy of the invoice provided to the Respondent. Furthermore, the Single Judge noted that the Respondent did not dispute the receipt but rather pointed out to technicalities in the document.
25. Firstly, the Respondent claimed that the invoice was premature. Secondly, the Respondent argued that the document was inconsistent because it provided for a payment schedule, as well as for immediate payment.
26. Accordingly, the Single Judge pointed out that there was no contractual obligation for the Claimant to establish an issuance and/or expiration date for the invoice. Most importantly, the Single Judge found it decisive that the Claimant had contacted the Respondent at least three different times and that the latter had never previously raised any objection to the invoice received.
27. Similarly, the Single Judge pointed out that the Respondent paid the Claimant the full first instalment and two quarters of the second instalment and there was no evidence on file to suggest that it had used a different document previously.
28. Therefore, the Single Judge ruled that (i) the Respondent failed to pay the balance of the second instalment without a valid reason; (ii) the acceleration clause was triggered; and (iii) the Claimant is entitled to the full amount of EUR 2,000,000 net.
29. The Single Judge also emphasized that the 5% interest claimed by the Claimant was stipulated in the Transfer Agreement and has been consistently accepted in the Football Tribunal's jurisprudence. Further, the Single Judge stated that the Respondent's argument

of *bis in idem* was also groundless due to the contractual basis and the absence of any unlawfulness.

30. By way of conclusion, the Single Judge ruled that the Claimant was entitled to the following sums:

- EUR 500,000 net plus 5% interest *p.a.* from 3 January 2025; and
- EUR 1,500,000 net plus 5% interest *p.a.* from 5 April 2025 (*i.e.*, the 16th day following the first default notice issued by the Claimant).

ii. Art. 12bis of the Regulations

31. The Single Judge then referred to art.12bis par. 2 of the Regulations, which stipulates that any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned, in accordance with art. 12bis par. 4 of the Regulations.
32. To this end, the Single Judge confirmed that the Claimant put the Respondent in default of payment of the amounts sought, which had fallen due for more than 30 days, and granted the Respondent with at least 10 days to cure such breach of contract.
33. Accordingly, the Single Judge also confirmed that the Respondent had delayed a due payment without a *prima facie* contractual basis. It followed that the criteria enshrined in art. 12bis of the Regulations were met in the case at hand.
34. The Single Judge further established that, by virtue of art. 12bis par. 4 of the Regulations the Single Judge has competence to impose sanctions on the club. On account of the above, and bearing in mind that this is the first offence by the Respondent within the last two years, the Single Judge decided to impose a warning on the Respondent in accordance with art. 12bis par. 4 lit. a) of the Regulations.
35. The Single Judge also highlighted that a repeated offence will be considered as an aggravating circumstance and lead to more severe penalty, in accordance with art. 12bis par. 6 of the Regulations.

iii. Compliance with monetary decisions

36. 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.

37. 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.
38. 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.
39. 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.
40. 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

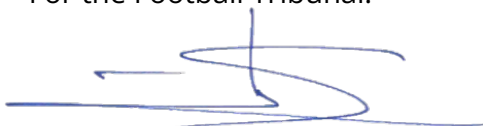
41. Finally, the Single Judge referred to art. 25 par. 1 and 2 of the Procedural Rules, according to which in disputes between clubs, costs in the maximum amount of USD 25,000 are levied. As per art. 25 par. 5 of the Procedural Rules, the Single Judge will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid
42. Taking into account that the responsibility for the non-payment of the contractual agreed transfer fee could be attributed in full to the Respondent, which resulted in a broad acceptance of the claim, the Single Judge concluded that the costs of the proceedings should be USD 25,000 and should be fully borne by the Respondent.
43. Next, the Single Judge referred to art. 25 par. 3 and 6 of the Procedural Rules and stressed that the advance of costs paid by a party should be duly taken into account in the determination of the costs. The Single Judge therefore decided that the amount of the advance of costs paid by the Claimant at the beginning of the proceedings should be reimbursed.
44. Furthermore, 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.

45. Finally, the Single Judge concluded the deliberations by rejecting all other requests for relief made by any of the parties.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Nottingham Forest FC, is partially accepted.
2. The Respondent, Clube Atlético Mineiro, must pay to the Claimant the following amount(s):
 - **EUR 500,000 net as outstanding remuneration** plus 5% interest *p.a.* as from 3 January 2025 until the date of effective payment;
 - **EUR 1,500,000 net as outstanding remuneration** plus 5% interest *p.a.* as from 5 April 2025 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. A **warning** is imposed on the Respondent.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
6. 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.
7. 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.
8. The final costs of the proceedings in the amount of **USD 25,000** are to be paid by the Respondent to FIFA. FIFA will reimburse to the Claimant the advance of costs paid at the start of the present proceedings (*cf.*, note relating to the payment of the procedural costs below).

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