

Decision of the Dispute Resolution Chamber

passed on 17 July 2025

regarding an employment-related dispute concerning the player Jai Quitongo

BY:

Andre DOS SANTOS MEGALE, Brazil

CLAIMANT:

Jai Quitongo, Great Britain
Represented by Melanie Schärer

RESPONDENT:

MARSAXLOKK, Malta

I. Facts of the case

1. On 12 September 2024, the British player, Jai Quitongo (hereinafter: *the Player* or *the Claimant*), and the Maltese club, MARSAXLOKK (hereinafter: *the Club* or *the Respondent*), entered into an employment contract (hereinafter: *the Contract*).
2. Clause 1.1 of the Contract provided the following:

"This contract shall come into effect on the Player's first day of training with the Club of season 2024/25 and terminate naturally on the Club's last competitive match of season 2024/25."

3. Clause 2 of the Contract provided, *inter alia*, the following:

"2. Remuneration & Other Benefits

2.1. In remuneration for his services, the Club shall pay the Player a gross monthly salary of €3,778 (a net monthly salary of €3,400) from the Player's 1st day of training of season 2024/25 till the Club's last competitive match of season 2024/25. The gross monthly salary is composed of: a basic monthly salary of €926 and monthly allowances amounting to €2,852.

2.2. The above payments are to be made at the end of each month. Such remuneration shall be paid by means of bank transfer.

2.3. The Club and the Player hereby agree that all taxes due by the Player to the Inland Revenue Department and any national insurance contributions due arising out of this Contract shall be paid by the Club, on behalf of the Player. The Player hereby authorizes the Club to deduct from his monthly salary payment that amount which is due by the Player to the national tax authorities and make such payment on his behalf.

[...]

2.6 The Player will be provided by the Club with shared accommodation and flight tickets for Glasgow - Malta - Glasgow."

4. On 30 April 2025, the Club played their final official match of the season against the Maltese club, Hamrun Spartans.
5. On 22 May 2025, the Player sent the Club a notice of default, demanding payment of EUR 8,176.40 as outstanding remuneration, comprising to unpaid salary and reimbursement of a flight ticket. The Player requested that the Club remedy the breach within 5 days.

II. Proceedings before FIFA

6. On 30 May 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 alleged that the official season in Malta had expired on 10 May 2025. However, the Player argued that the Club failed to pay his salary for March, April and the first 10 days of May.
8. Furthermore, the Player argued that the Club had also failed to reimburse him for his return flight ticket to his home country, as stipulated in clause 2.6 of the Contract.
9. Consequently, the Player requested the following relief:

"1. The Respondent shall be ordered to pay to the Claimant the amount of EUR 7,933 (seven thousand nine hundred and thirty-three Euros) as outstanding remuneration, plus 5% interest per year as follows:

- over the amount of EUR 3,400, as of 1 April 2025 until the date of effective payment;*
- over the amount of EUR 3,400, as of 1 May 2025 until the date of effective payment; and*
- over the amount of EUR 1,133, as of 11 May 2025 until the date of effective payment.*

2. The Respondent shall be ordered to reimburse the Claimant the amount of EUR 243.40 for the costs of his return flight ticket.

b. Reply of the Club

10. On 24 June 2025, the Club submitted a copy of an email sent to the Player along with a proof of payment for EUR 3,400. The Club also stated that their last official match took place on 30 April 2025, implying that no salary was due for May 2025.

c. Additional comments of the parties

11. On 29 June 2025, and at the request of the FIFA general secretariat, the Player confirmed receipt of the payment of EUR 3,400, which corresponded to his salary for March and April

2025. However, the Player argued that the Contract would remain valid until the official end of the season, entitling him to the prorated remuneration for May 2025.

12. The Player also insisted on his claim on reimbursement for his return flight ticket.
13. On 11 July 2025, the Club submitted proof of payment to the Player of EUR 243.40. Subsequently, the Player confirmed receipt and excluded his request for reimbursement of flight ticket costs.

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 30 May 2025 and submitted for decision on 17 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 a British player and a Maltese 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. 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

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, noting that it concerned a claim for outstanding remuneration.
20. The Single Judge observed that the Player initially claimed (i) his salary for two months and ten days and (ii) reimbursement of flight tickets; but the Player confirmed receiving two months' salary and the ticket costs during the proceedings.
21. Therefore, the Single Judge recognised that his task was solely to establish whether the Player is entitled to any sum for May 2025.
22. *In casu*, the parties have different views on the length of the Contract. The Player claimed that it lasted until the official end of the season on 10 May 2025, whereas the Club ended with the last official match of the season on 30 April 2025.
23. In this context, the Single Judge noted that clause 1.1 of the Contract clearly and unequivocally established that the Contract would last until the Club's last match, which both parties agreed occurred on 30 April 2025. According to the Single Judge, this provision is also consistent with clause 2.1 of the Contract, which again established that the remuneration would only be paid to the Player until the last match.
24. While the Single Judge agreed with the Club that the FIFA regulations would, in principle, require a contract to be signed until the end of the season, the Single Judge also underscored that this provision does not empower the Football Tribunal to unilaterally extend the Contract duration.
25. Similarly, the Player provided no evidence that he provided services until the date he claimed to be the official end of the season or that he had reached any further agreement with the Club regarding additional remuneration.
26. Therefore, the Single Judge rejected the Player's claim.

d. Costs

27. 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.
28. 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.
29. 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, Jai Quitongo, is rejected.
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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