

Decision of the Dispute Resolution Chamber

passed on 4 July 2025

regarding an employment-related dispute concerning the player Joao Pedro
Dos Santos Peclat

BY:

Alejandro ATILIO TARABORELLI (Argentina & Italy)

CLAIMANT:

Joao Pedro Dos Santos Peclat, Brazil
Represented by Breno Costa Ramos Tannuri

RESPONDENT:

Regional Sports, United Arab Emirates

I. Facts of the case

1. On 18 October 2023, the Brazilian player, Joao Pedro Dos Santos Peclat (hereinafter: *the Player* or *the Claimant*), and the Emirati club, Regional Sports (hereinafter: *the Club* or *the Respondent*), entered into an employment contract (hereinafter: *the Contract*) valid as from 18 October 2023 until 30 April 2024.
2. In accordance with Clause 4.1 of the Contract, the Respondent undertook to pay to the Claimant *inter alia* a monthly salary of AED 2,000 by the end of each month.
3. In relation to the Player's obligations, Clause 5.2 of the Contract states as follows:

"2. To practice fair play and proper conduct in all matches and to prepare for them when selected. Participate in the training according to the instructions of the first party, unless his health condition does not allow this according to the medical reports approved by the first party."

4. Additionally, on 18 October 2023, the Club entered a transfer instruction in the FIFA Transfer Matching System (TMS) to permanently engage the Player (Transfer ID: 762827). The Club uploaded a fully executed copy of the Contract into this transfer instruction. However, the operation was subsequently cancelled on 12 December 2023.

II. Proceedings before FIFA

5. On 18 December 2024, the Claimant filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Position of the Claimant

6. In his claim, the Player argued that on 18 October 2023, the Parties executed an Employment Contract along with a standardized UAEFA Foreign Player Registration Form. However, the Player claims he was not provided with copies of the duly signed versions of these documents.
7. Notwithstanding the above, the Claimant argued that the Contract contains the 4 elements of *essentialia negotii* for it to be considered valid and binding: (i) duration of the agreement, (ii) subordination of the employee vis-a-vis the employer, (iii) personal performance and (iv) payment of wages.
8. The Claimant signalled that the lack of signatures in the Contract submitted as evidence does not detract from the document containing all *essentialia negotii*. Even so, he claimed to have requested the signed document to the Club, but that it failed to provide it in an act of bad faith.

9. According to the Player, the Parties not only concluded the Employment Contract, but the commencement of its legal effect is further substantiated by the factual circumstances of this case.
10. The Player also claimed that he successfully completed all required medical examinations, signed the Foreign Player Registration Form of the United Arab Emirates Football Association (UAEFA), participated in multiple training sessions at the Club's headquarters, and took part in a friendly match.
11. Additionally, the Player claimed that the Club did not register the Employment Contract and the UAEFA Foreign Player Registration Form before the UAEFA, thereby effectively preventing the Player from attending any official matches during the entire contractual term.
12. According to the Claimant, the Club's failure to register the Player with the relevant association may be considered a violation of the Player's personality rights.
13. Furthermore, he claimed that he was admitted to the Club's premises and integrated into the first team squad, participating in all scheduled activities—including, but not limited to, training sessions conducted in the Club's gym—under the supervision of the Club's technical staff.
14. The Claimant contended that the Club failed to pay the Player's monthly salaries relating to the months of October, November and December 2023.
15. The Player alleged that, following a friendly match played on 25 December 2023 against the Chinese National Team, he approached the Club's management to address the issue of outstanding remuneration. However, the Player claimed that during the discussion, the Club was unable to provide any timeline regarding the payment of the amounts due. According to the Claimant, on 28 December 2023, he decided to leave the Club after almost 3 months residing in the UAE without being paid.
16. Therefore, the Player claimed to have unilaterally terminated the contract with just cause based on the allegation that the Club failed to perform the payment of the salaries to which he was entitled thereunder for the months of October and November 2023, as well as the *pro rata* value thereof for the days worked in December.
17. The Claimant's requests for relief, were the following:

"FIRST – To accept and uphold the present Claim;

SECOND – To order the Club to pay the Player AED 838.71 (eight hundred thirty eight Emirati dirhams seventy-one cents) net as the outstanding pro rata value of the monthly salary payable under the Employment Contract for the 13 (thirteen) days worked in

October 2024, plus default interest at the applicable rate of 5% (five percent) annually as of 1 November 2023 until the date of effective payment;

THIRD – To order the Club to pay the Player AED 2,000 (two thousand Emirati dirhams) net as outstanding monthly salary payable under the Employment Contract for the month of November 2024, plus default interest at the applicable rate of 5% (five percent) annually as of 1 December 2023 until the date of effective payment

FOURTH – To order the Club to pay the Player AED 1,612.90 (one thousand six hundred twelve Emirati dirhams ninety cents) net as the outstanding pro rata value of the monthly salary payable under the Employment Contract for the 25 (twentyfive) days worked in December 2024, plus default interest at the applicable rate of 5% (five percent) annually as of 26 December 2023 until the date of effective payment;

FIFTH – To order the Club to pay the Player AED 8,000 (eight thousand Emirati dirhams) net as compensation for the unilateral and premature termination of the Employment Contract with just cause, plus default interest at the applicable rate of 5% (five percent) annually as of 26 December 2023 until the date of effective payment;

SIXTH – To ban the Club from registering any new players, on both a national and on an international level, for 2 (two) entire and consecutive registration periods (cf. Art. 17, par. 4 of the FIFA RSTP);

SEVENTH – To open the proceedings regarding the present dispute and notify the Club immediately (cf. Art. 21, par. 1 of the FIFA Procedural Rules); and

EIGHTH – To confirm that the ongoing proceedings are free of any costs.”

b. Position of the Respondent

18. The Club failed to respond to the claim despite being invited to do so.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

19. 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 18 December 2024 and submitted for decision on 27 June 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.

20. 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*) (January 2025 edition), the Dispute Resolution Chamber (DRC) is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Brazilian player and a Emirati club.
21. 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 January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

22. 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 TMS.

c. Merits of the dispute

23. 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

24. The Single Judge then moved to the substance of the matter and took note of the fact that according to the Claimant, he terminated the allegedly valid Contract with just cause based on the alleged non-payment of certain financial obligations by the Respondent as per the Contract, in accordance with art. 14bis of the Regulations.
25. In this context, the Single Judge acknowledged that his task was to determine, based on the evidence on file, whether there was a valid and binding contract between the parties, and the circumstances of the termination of said contract.

26. The Single Judge then recalled that, in accordance with consistent jurisprudence of the DRC, an employment contract is deemed valid and enforceable only if it includes the *essentialia negotii* of such an agreement. These elements typically comprise the identification of the parties and their respective roles, the duration of the employment, the agreed remuneration, and the mutual consent of both parties.
27. In the present case, the Single Judge noted that a thorough examination of the Contract reveals that it in fact specified the following:
 - the term of the employment relationship;
 - the compensation due to the Player;
 - the nature of the services to be provided; and
 - both parties involved.
28. That being said, the Single Judge noted that although the version of the Contract submitted by the Claimant did not include the signature of either of the parties, the Club itself uploaded a fully executed version to TMS, thereby confirming that the parties in this case indeed entered into a valid and binding agreement.
29. The Single Judge also observed that there was an International Transfer Certificate (ITC) request by the UAEFA that was cancelled on the same day by the Brazilian Football Federation (CBF). Consequently, he noted that it appears that although an employment contract was executed by the Parties, the Player was never formally registered with the Club.
30. While considering the above, although the Single Judge was satisfied that the contractual relationship existed, he was not able to establish the whereabouts of its termination.
31. The Player claimed that he terminated the Contract in late December 2023 with just cause because the Club failed to register him and failed to perform the payment of the salaries to which he was entitled thereunder for the months of October and November 2023, as well as the pro rata value thereof for the days worked in December.
32. However, the Single Judge found that there was no evidence regarding this alleged breach and/or termination. In particular, the Player did not put the Club in default, and he did not provide any evidence to support his account of the termination.
33. The Single Judge also recalled that, as per art. 14bis par. 1 of the Regulations, in the case of a club unlawfully failing 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).

34. Upon reviewing the information in this case, the Single Judge noted that no evidence of correspondence between the parties had been produced. Thus, the Single Judge found that the Player did not formally notify the Club of the early termination of the Contract and/or requested payment of any amount.
35. Furthermore, the Single Judge observed that the Player did not send any correspondence to the Club for almost a year after he left. He allegedly left in late December 2023, he joined another club in January 2024, and did not react to the alleged breach of contract until December 2024, when he submitted this claim.
36. Therefore, although the Respondent did not submit any evidence to refute the Claimant's allegations regarding the Club's failure to meet its financial obligations, the Single Judge was of the opinion that –from the (lack of) documentation on file– it could not be established that a breach of contract from the Club's side occurred, let alone that it was severe enough to trigger the consequences of a breach of contract.
37. Consequently, the Single Judge decided that around the end of December 2023 the parties departed from their execution of the Contract and/or could not demonstrate otherwise.

ii. Consequences

38. Despite the absence of a unilateral termination by the Club, the Single Judge ruled that the Respondent was liable for any outstanding remuneration at the time of termination, in accordance with the general legal principle of *pacta sunt servanda*.
39. In particular, the Single Judge decided that the Respondent must pay to the Claimant a total of AED 4,451.61, plus interest, as detailed below:
 - AED 838.71 as the prorated salary for October 2023 plus 5% interest p.a. as from 1 November 2023 until the date of effective payment;
 - AED 2,000 as the prorated salary for November 2023 plus 5% interest p.a. as from 1 December 2023 until the date of effective payment; and
 - AED 1,612.90 as the prorated salary for December 2023 plus 5% interest p.a. as from 25 December 2023 until the date of effective payment.
40. Regarding the claim for compensation, the Single Judge rejected it on the basis that the evidence on file fails to establish any breach of contract by the Club, let alone one of sufficient gravity to justify consequences associated with unilateral termination.

iii. Compliance with monetary decisions

41. 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.
42. 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.
43. 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.
44. 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.
45. 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.

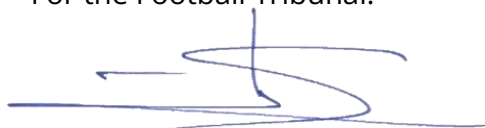
d. Costs

46. 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.
47. 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.
48. 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, Joao Pedro Dos Santos Peclat, is partially accepted.
2. The Respondent, Regional Sports, must pay the Claimant the following amount(s):
 - **AED 838.71 as outstanding remuneration** plus 5% interest *p.a.* as from 1 November 2023 until the date of effective payment;
 - **AED 2,000 as outstanding remuneration** plus 5% interest *p.a.* as from 1 December 2023 until the date of effective payment;
 - **AED 1,612.90 as outstanding remuneration** plus 5% interest *p.a.* as from 25 December 2023 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.

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