

# Decision of the Dispute Resolution Chamber

passed on 17 July 2025

regarding an employment-related dispute concerning the player Blessing Kasarachi Okpe

**BY:**

**Andre DOS SANTOS MEGALE, Brazil**

**CLAIMANT:**

**Blessing Kasarachi Okpe, Nigeria**  
Represented by Daria Gorlova

**RESPONDENT:**

**Amed Sportif Faaliyetler, Türkiye**  
Represented by Ercan Sevdimbaş

## I. Facts of the case

1. On 17 July 2024, the Nigerian player Blessing Kasarachi Okpe (hereinafter: *the Player* or *the Claimant*) and the Turkish club Amed Sportif Faaliyetler (hereinafter: *the Club* or *the Respondent*) entered into an employment contract (hereinafter: *the Contract*) valid from 30 July 2024 until 30 May 2025.
2. According to clause 4 of the Contract, the Club undertook to pay the Player *inter alia* the following amounts:
  - USD 14,000 net as guaranteed payment for the 2024/2025 season (*cf.*, clause 4A of the Contract), payable as follows:
    - USD 1,400 by 30 August 2024;
    - USD 1,400 by 30 September 2024;
    - USD 1,400 by 30 October 2024;
    - USD 1,400 by 30 November 2024;
    - USD 1,400 by 30 December 2024;
    - USD 1,400 by 30 January 2024 (*sic*);
    - USD 1,400 by 20 February 2025;
    - USD 1,400 by 30 March 2025;
    - USD 1,400 by 30 April 2025;
    - USD 1,400 by 20 May 2025.
  - “The Club commits to cover visa costs for the Player. The Club has the obligation to keep the Player registered fully and accordingly Turkish law until the Player leaves Turkey for her country of origin at the end of the season. All the costs related to application for Turkish terms of residence and working permit will be covered by the Club.” (*cf.*, clause 4B of the Contract).
  - USD 1,400 as an additional payment “together with the first salary on 30.08.2024” (*cf.*, clause 4C of the Contract).
3. On 22 March 2025, the Player sent the Club a notice of default, demanding payment of USD 4,200 in outstanding salary and USD 218 in visa costs. The Player requested that the Club remedy the breach within 15 days, otherwise the Contract would be terminated in accordance with art. 14bis Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*).
4. On 9 April 2025, the Player terminated the Contract citing overdue payables.

## II. Proceedings before FIFA

5. On 21 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 Player

6. In her claim, the Player argued that the Club had failed to pay her salary for the months of January, February and March 2025, as well as her visa costs. Consequently, the Player claimed that she terminated the Contract with just cause in accordance with art. 14bis of the Regulations.
7. The Player submitted the following relief, quoted *verbatim*:

*"1. To pay the debt in the amount of 5818 USD (outstanding salary for January 2025, February 2025 and March 2025 of 1 400 USD each (according to Article 4A of the Contract), in addition to an extra salary payment for August 2024 (according to Article 4C of the Contract), the visa costs of 218 USD (345 890 NGN at the rate established on 05.08.2024 <https://www.exchange-rates.org/ru/MCTOpnfl-Kypcoe/ngn-usd-2024>) paid by the Player (annex#7)). Bank details (annex#8);*

*2. to pay the Player 5% interest p.a. in accordance with the Article 104 (1) of the Swiss Code of Obligations accrued on amount of 5818 USD as from the date of submission of this claim and until the day of effective payment."*

### b. Reply of the Club

8. On 20 June 2025, the Club submitted its response to the Player's claim.
9. In its submission, the Club contended that it had duly paid the Player the amount of USD 1,400 in cash as remuneration for the month of August 2024. In support of this assertion, the Club provided a receipt allegedly signed by the Player, which it claimed served as proof of payment.
10. Furthermore, the Club disputed the Player's entitlement to reimbursement of visa-related expenses. The Club argued that, pursuant to a mutual understanding between the parties, the Player had agreed to bear the costs associated with her visa application. Consequently, the Club maintained that it could not be held liable for the reimbursement of such fees.
11. Based on the foregoing, the Club requested that the Player's claim be dismissed in its entirety, and that no financial or other relief be granted in her favor.
12. The Club requested the following relief:

*"7.1. The reasons explained above we kindly request you to decide judgment of dismissal about the present case.*

*7.2. Based on the reasons explained above and the receipts submitted by the Respondent, we request that the amount in question be deducted from the Claimant's claims, taking into account the amounts paid by the Respondent and our good faith, especially the salary payment for August.*

*7.3. In addition, we request that the Respondent Club's request for payment of the visa fee, which the Claimant requested and is obliged to pay, be rejected."*

### **c. Additional comments of the Player**

13. On 21 May 2025, at the request of the FIFA general secretariat, the Player confirmed that she had received the payment corresponding to her August 2024 salary, which had not been previously claimed. However, the Player maintained that she remained entitled to an additional payment of USD 1,400 pursuant to clause 4C of the Contract.
14. The Player reiterated her initial requests for relief.

## **III. Considerations of the Dispute Resolution Chamber**

### **a. Competence and applicable legal framework**

15. 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 21 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.
16. 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 (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 Nigerian player and a Turkish club.
17. 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 of the Regulations (July 2025 edition), the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

**b. Burden of proof**

18. 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**

19. 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**

20. The Single Judge then moved to the substance of the matter, noting that it concerned a claim for breach of contract.
21. In this regard, the Single Judge observed that the Player unilaterally terminated the employment contract on 9 April 2025, invoking just cause pursuant to art. 14bis of the Regulations.
22. In its defense, the Club merely referred to a payment allegedly made in August 2024, which is not relevant to the period under dispute and does not address the Player's claim regarding unpaid salaries for January and February 2025. The Club did not provide any documentation or credible evidence to demonstrate that the outstanding amounts were settled or that the Player's allegations were unfounded.
23. In the absence of any substantiating evidence from the Club to refute the Player's allegations, the Single Judge considered it established that at least two monthly salaries (*i.e.*, January and February 2025) remained unpaid at the time the Player placed the Club in default. Furthermore, the Player granted the Club a reasonable deadline to remedy the breach, which the Club failed to comply with.
24. The Single Judge emphasized that such a persistent and material breach of the Club's contractual obligations constituted a valid ground for unilateral termination.

25. In other words, in light of the factual circumstances and the applicable regulatory framework, the Single Judge concluded that the Player had just cause to terminate the contract in accordance with art. 14bis of the Regulations. Accordingly, the Club shall be held liable for breach of contract.

## ii. Consequences

26. Having stated the above, the Single Judge turned his attention to the question of the consequences of such unjustified breach of contract committed by the Club.

### *a. Outstanding remuneration*

27. The Single Judge observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the Player, amounted to USD 5,600, broken down as follows:

- USD 1,400 under clause 4C of the Contract;
- USD 1,400 as the salary for January 2025;
- USD 1,400 as the salary for February 2025;
- USD 1,400 as the salary for March 2025.

28. In addition, taking into consideration the Player's request and the principle of *ne ultra petita*, the Single Judge decided to award the Player interest at the rate of 5% *p.a.* on the outstanding amounts as from the date of the claim until the date of effective payment.

### *b. Reimbursement of visa costs*

29. The Single Judge acknowledged that the Player also claimed reimbursement of visa expenses.
30. The Single Judge acknowledged that, pursuant to the terms of the Contract, the Club had been contractually obliged to process and bear the costs of the Player's visa. This obligation aligned with standard practice in international employment relationships, where administrative and immigration-related expenses are typically borne by the employer to facilitate the execution of the contract.
31. The Single Judge then noted that the Player submitted a document in support of her claim, which appeared to be an invoice for the amount of NGN 345,890. However, the Single Judge noted that the document did not constitute proof of payment, as it lacked confirmation that the amount had actually been disbursed by the Player. The Single Judge recalled that, in principle, and in line with established jurisprudence, claims for reimbursement had to be supported by clear evidence of payment, such as receipts or bank statements.

32. Nevertheless, the Single Judge observed that the Club did not dispute that the Player had processed her visa, nor did it challenge the amount claimed. Instead, the Club's defense focused solely on denying its contractual liability, without addressing the relevant provisions of the Contract that clearly assigned this responsibility to the Club.
33. In light of the Club's implicit acknowledgment of the Player's actions, its failure to contest the amount, and the contractual obligation to bear such costs, the Single Judge found it reasonable to infer that the Player had incurred the expense in question. The absence of formal proof of payment was mitigated by the Club's conduct and the context of the claim.
34. Accordingly, the Single Judge concluded that the Player was entitled to be reimbursed the amount of NGN 345,890, and that such amount should accrue interest at a rate of 5% *p.a.*, as from the date of the claim.

*c. Compensation for breach of contract*

35. The Single Judge noted that, although the Player had claimed to have terminated the contract with just cause, she had not submitted any request for compensation for breach of contract.
36. In view of this, and in order to avoid ruling *ultra petita* – that is, beyond the scope of the claims submitted – the Single Judge stressed that he was prevented from issuing any decision in this respect.

**iii. Compliance with monetary decisions**

37. 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.
38. 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.
39. Therefore, bearing in mind the above, the Single Judge decided that the Club must pay the full amount due (including all applicable interest) to the Player within 45 days of notification of the decision, failing which, at the request of the Player, 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 Club in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

40. The Club shall make full payment (including all applicable interest) to the bank account provided by the Player in the Bank Account Registration Form, which is attached to the present decision.
41. 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**

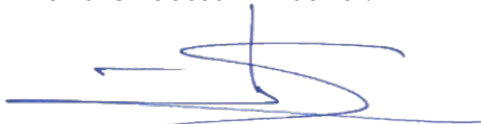
42. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
43. 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.
44. 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, Blessing Kasarachi Okpe, is partially accepted.
2. The Respondent, Amed Sportif Faaliyetler, must pay to the Claimant the following amount(s):
  - **USD 5,600 as outstanding remuneration** plus 5% interest *p.a.* as from 21 May 2025 until the date of effective payment;
  - **NGN 345,890 as reimbursement for expenses** plus 5% interest *p.a.* as from 21 May 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

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#### **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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