

Decision of the FIFA Disciplinary Committee

passed on 14 August 2025

DECISION BY:

Francisco SCHERTEL MENDES (Brazil), Single Judge

ON THE CASE OF:

Qatar Sports Club
(Decision FDD-24387)

REGARDING:

Art. 21 of the FIFA Disciplinary Code - *Failure to respect decisions*

I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the presiding member of the FIFA Disciplinary Committee (the **Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. The parties to these proceedings are the following:
 - a. Abdenasser El Khayati, a Player from Netherlands (the **Player, Claimant** or **Creditor**);
 - b. Qatar Sports Club, a Club from Qatar (the **Club, Respondent** or **Debtor**).
3. On 6 May 2021, the FIFA Dispute Resolution Chamber issued a decision in the matter Ref. 20-01614 and accordingly *inter alia* ruled as follows (the **DRC Decision**):

"1. The claim of the Claimant, Abdenasser El Khayati, is partially accepted.

2. The Respondent, Qatar SC, has to pay the Claimant the outstanding amount of USD 289,800 plus 5% interest p.a. calculated as follows

*-5% interest p.a. on the amount of USD 144,900 as of 1 July 2020 until the date of effective payment;
-5% interest p.a. on the amount of USD 144, 900 as of 1 August 2020 until the date of effective payment.*

3. The Respondent has to pay the Claimant USD 1,332,200 as compensation for breach of contract plus 5% p.a. interest as of 6 November 2020.

4. Any further claims of the Claimant are rejected."

4. Following two appeals lodged by both parties, on 25 March 2025, the Court of Arbitration of Sport issued a decision in the matter CAS 2021/A/8151 & CAS 2021/A/8158 and accordingly ordered the Respondent to pay the following to the Claimant (the **CAS Award**)¹:

"1. The appeal filed by Qatar Sports Club on 12 July 2021 against the decision rendered by the FIFA Dispute Resolution Chamber on 6 May 2021 is partially upheld.

2. The appeal filed by Abdenasser El-Khayati on 13 July 2021 against the decision rendered by the FIFA Dispute Resolution Chamber on 6 May 2021 is partially upheld.

3. The decision rendered by the FIFA Dispute Resolution Chamber on 6 May 2021 is confirmed, with the acknowledgment that the amounts specified at item 3 of the decision have been already paid by Qatar

¹ We note that the Award was amended by the Panel after its issuance.

Sports Club, save for the interest of USD 24,920.71 which must be paid to Abdenasser El-Khayati within 30 days from the notification of the present award.

4. Abdenasser El-Khayati is ordered to pay to Qatar Sports Club the amount of USD 176,700.

5. The costs of the arbitration case CAS 2021/A/8158 Abdenasser El-Khayati v. Qatar Sports Club (as notified separately by the CAS Court Office) shall be entirely borne by Abdenasser El-Khayati.

6. The costs of the arbitration case CAS 2021/A/8151 Qatar Sports Club v Abdenasser ElKhayati (as notified separately by the CAS Court Office) shall be entirely borne by Qatar Sports Club (50%) and Abdenasser El-Khayati (50%).

7. The Parties shall bear their own legal fees and expenses.

8. All other motions or prayers for relief are dismissed."

5. The CAS Award is final and binding.

6. On 12 June 2025, as the outstanding amounts due to the Creditor were not paid per the CAS Award, the latter requested the initiation of disciplinary proceedings against the Debtor. In particular, the Claimant requested the following relief:

1. To accept this Request for opening of disciplinary proceedings against the Respondent, Qatar Sports Club.

2. Pursuant to art. 21, par. 1, lit. a of the FIFA Disciplinary Code, to fine the Respondent, Qatar Sports Club, the amount of which is left at the full discretion of the Disciplinary Committee or of the Single Judge appointed by the chairperson.

3. To grant to the Respondent, Qatar Sports Club a final deadline of thirty (30) days to pay to the Claimant the following amounts:

(a) The outstanding amount of USD 289,800 (two hundred eighty-nine thousand eight hundred US dollars) plus 5% interest calculated as follows:

5% interest on the amount of USD 144,900 as of 1 July 2020 until the date of effective payment;

5% interest on the amount of USD 144, 900 as of 1 August 2020 until the date of effective payment.

(b) The unpaid interests over the compensation for breach of contract in the amount of USD 24,920.71 (twenty-four thousand nine hundred twenty US dollars and seventy-one cents);

(c) The amounts indicated in lit. a and b above to be reduced by the amount of USD 176,700 (one hundred seventy-six thousand seven hundred US dollars) paid by the Respondent, Qatar

Sports Club to the Claimant, Abdenasser El Khayati in excess of the total mitigated compensation for breach of contract.

4. *To determine any other relief may deem appropriate.*
5. *To condemn the Respondents to the payment of any costs related to the disciplinary proceedings (if any)."*
7. In light of the foregoing, the secretariat to the FIFA Disciplinary Committee (hereinafter: the **Secretariat**) opened disciplinary proceedings against the Respondent on 01 July 2025.
8. The Respondent timely filed its position and advanced the following position:
 - At the core of the Respondent's argument lies the assertion that the Club has discharged, in full, the financial obligations imposed by the FIFA DRC, as subsequently confirmed and clarified by CAS Award. The CAS Award expressly acknowledged that the compensation of USD 1,332,200 had been fully paid and that the Player did not allege any outstanding remuneration for the 2020/2021 season.
 - The Club's legal reasoning hinges on the principle of set-off and the prohibition of unjust enrichment under Article 62(1) of the Swiss Code of Obligations. The Club submits that it effected nine payments between October 2020 and June 2021, totaling QAR 5,442,351.24, which—when converted at the applicable exchange rates—amount to USD 1,494,772.73. This figure exceeds the principal compensation amount by approximately USD 162,813. The Club argues that, in the absence of any other enforceable claim, this surplus must be imputed to the residual obligation under item 2 of the FIFA DRC decision—namely, the unpaid salaries for June and July 2020.
 - Further, the Club invokes Article 17(1) of the FIFA Regulations on the Status and Transfer of Players (RSTP), asserting that the Player's subsequent employment contract, valued at USD 176,700, constitutes mitigation and must be deducted from the total compensation due. This mitigation principle is not discretionary but mandatory under the applicable regulatory framework.
 - The Club's financial reconciliation is as follows:
 - Total payments made: USD 1,494,772.73
 - Compensation for breach of contract: USD 1,332,200.00
 - Mitigation (new contract): +USD 176,700.00
 - Interest on compensation (5% p.a.): -USD 24,920.71
 - Salaries for June and July 2020: -USD 289,800.00
 - Interest on said salaries: -USD 66,673.00
 - Net residual balance: USD 42,121.02
 - The Respondent contends that this residual amount, if deemed payable, does not justify the imposition of disciplinary sanctions under Article 24bis of the RSTP. The Club emphasizes its good faith and substantial compliance, arguing that any further enforcement would constitute a manifest abuse of rights under Article 2(2) of the Swiss Civil Code. The Club further reserves its

right to seek redress under Article 41 CO for any reputational or procedural harm arising from the Player's conduct, should it be established that the enforcement request was made in bad faith or with knowledge of full or near-full compliance.

- In conclusion, the Respondent requests that the FIFA Disciplinary Committee recognize the overpayment, acknowledge the mitigation offset, and either reject the enforcement request in its entirety or, in the alternative, grant a short grace period for the payment of the residual balance, thereby precluding the imposition of any disciplinary measures.

II. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

9. In view of the circumstances of the present matter, the Committee decided to first address the procedural aspects of the case at hand, namely, its jurisdiction as well as the applicable law, before entering into the substance of the matter and assessing the possible failure of the Respondent to comply with the Settlement Agreement, as well as the potential sanctions resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee

10. First of all, the Committee noted that during the present proceedings, the Respondent has not challenged the jurisdiction of the FIFA Disciplinary Committee to hear this matter.
11. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasize that, on the basis of arts. 56 and 57 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.
12. Furthermore, the Committee likewise underlined that on the basis of art. 45.2 of the FIFA Statutes, the Committee may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.
13. Moreover, for the sake of good order, the Committee further emphasised that in line with art. 57(1) FDC, cases involving matters under art. 21 FDC may be decided by one member of the Disciplinary Committee alone, as in the present case.
14. As a result of the foregoing, the Committee confirmed that it was competent to assess the present matter.

B. Applicable legal framework

15. With regard to the matter at hand, the Committee pointed out that the disciplinary offense, i.e. the Respondent's potential failure to comply with its financial obligation towards the Claimant under the CAS Award, was committed after the entry into force of the 2025 edition of the FDC. In this respect, the Committee deemed that the merits as well as the procedural aspects of the present case should fall under the 2025 edition of the FDC.

16. Having established the above, the Committee wished to recall the content and scope of art. 21 FDC in order to duly assess the case at hand:

"1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS:

- a) may be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:*
- b) will be granted a final deadline in which to pay the amount due or to comply with the non-financial decision;*
- c) may be ordered to pay an interest rate of 18% p.a. to the creditor as from the date of the decision of the Disciplinary Committee rendered in connection to a CAS decision on an appeal against a (financial) decision passed by a body, a committee, a subsidiary or an instance of FIFA;*
- d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason;*
- e) in the case of member associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, additional disciplinary measures may be imposed;*
- f) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.*

[...]"

17. The Committee noted that the present case revolved around the CAS Award further to the DRC Decision.
18. In this respect, the Committee noted that art. 21(1) FDC gives the Disciplinary Committee the competence to decide on cases related to the failure to respect a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS.
19. Its jurisdiction being established, and the applicable law determined, the Committee subsequently turned its attention to the merits of the dispute.

C. Merits of the dispute

I. Analysis of the facts in light of art. 21 FDC

20. As a starting point, the Committee observed that the present disciplinary proceedings referred to a potential failure of the Respondent to comply with the CAS Award, by means of which the Respondent had been *inter alia* ordered to pay to the Claimant the amount(s) as outlined above.
21. Additionally, the Respondent has not challenged the Committee's jurisdiction to address the matter at hand or the applicability of the FDC. Notwithstanding, art. 21(1) FDC establishes that any party that fails to comply with a financial decision — whether issued by FIFA bodies or CAS — will be sanctioned.
22. In these circumstances, the Committee observed that subsequent to the opening of the disciplinary proceedings against the Respondent, (i) the latter did not provide any proof of payment, and (ii) the Claimant has not confirmed the receipt of the outstanding amounts.
23. The Committee observed that although the Respondent (tacitly) admits to the debt above, the Respondent submits that has filed a robust opposition to the Claimant's claim.
24. At this junction, the Committee deemed it important to underline that the CAS Award significantly modified the original decision issued by DRC Decision. In its final ruling, the CAS determined that the Player was entitled to receive the following amounts:
- (i) USD 289,800 as principal compensation.
 - (ii) USD 24,920.71 as interest for late payment.
 - (iii) Interest at a rate of 5% per annum on USD 144,900, accruing from 1 July 2020 until the date of effective payment.
 - (iv) Interest at a rate of 5% per annum on USD 144,900, accruing from 1 August 2020 until the date of effective payment.
25. At the same time the CAS Award ordered the Player to pay USD 176,700 to the Club. This amount was awarded without any interest.
26. Considering the above constellation, the Player has requested that the amounts awarded to him be offset against the debt owed to the Club. The Club, however, claims that the debt has already been settled. Nevertheless, the documentation provided by the Club fails to substantiate this claim. The evidence, which consists of a partially translated accounting document, lacks sufficient probative value and does not constitute proof of payment. As such, the Committee finds that the Club has not met its burden of proof under Article 41 of the FDC.
27. In light of the above, and after offsetting the amounts due between the parties, the Committee concluded that the Player must be awarded the following²:
- (i) USD 138,020.71 as the net amount due.
 - (ii) Interest at a rate of 5% per annum on USD 144,900, accruing from 1 July 2020 until the date of effective payment.

² USD 289,800 + USD 24,920.71 – USD 176,700 = USD 138,020.21.

- (iii) Interest at a rate of 5% per annum on USD 144,900, accruing from 1 August 2020 until the date of effective payment.

28. In view of the above, the Committee had no other choice but to conclude that the Respondent had failed to pay to the Claimant the outstanding amounts due to it in accordance with the CAS Award and it was therefore in breach of art. 21 FDC, justifying the imposition of disciplinary sanctions.

II. The determination of the sanction(s)

29. As a preliminary remark, the Committee emphasized that the Respondent unlawfully withheld the amounts from the Claimant.

30. With regard to the applicable sanctions, the Committee observed in the first place that the Respondent is a legal person, and as such is subject to the sanctions described under arts. 6.1 and 6.3 FDC.

31. Notwithstanding the above, the Committee recalled that art. 21 FDC foresees specific sanctions for anyone who fails to pay another person a sum of money in full or in part, even though instructed to do so in a settlement agreement related to a decision by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision, in so far that the latter:

(i) may be fined and receive any pertinent additional disciplinary measure (lit. a);

(ii) will be granted a final deadline in which to pay the amount(s) due (lit. b);

(iii) (in the case of clubs, as *in casu*) upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason (lit. d).

32. In addition, the Committee noted that pursuant to the information available in the Transfer Matching System, the Respondent has accumulated 5 registration bans in the last 5 years.

33. Consequently, in application of art. 21(1)(b) FDC, the Committee granted a final deadline of 30 days to the Respondent in order to pay the amounts due to the Claimant.

34. Equally, and consistently with art. 21(1)(d) FDC, the Respondent is hereby warned and notified that, in the case of default within the period stipulated, a registration ban (at national and international level) will be automatically imposed until the complete amount due is paid.

35. The Committee was satisfied that such sanctions would produce the necessary deterrent effect, whilst serving as a reminder to the Respondent to undertake all appropriate measures in order to guarantee that the FIFA regulations are strictly complied with.

Decision

- 1. The Respondent, Qatar Sports Club is found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 25 March 2025 (Ref. CAS 2021/A/8151 & CAS 2021/A/8158).**
- 2. The Respondent is ordered to pay to the Creditor, Abdenasser El Khayati, as follows:**
 - a. USD 138,020.21.**
 - b. Interest at the rate of 5% per annum on the amount of USD 144,900 as of 1 July 2020 until the date of effective payment;**
 - c. Interest at the rate of 5% per annum on the amount of USD 144,900 as of 1 August 2020 until the date of effective payment.**
- 3. The Respondent is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid.**

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Francisco SCHERTEL MENDES (Brazil)
Member of the FIFA Disciplinary Committee

NOTE RELATING TO LEGAL ACTION:

According to art. 50 (1) of the FIFA Statutes reads together with arts. 52 and 61 of the FDC, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:

The Respondent is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Qatar Football Association of every payment made and to provide the relevant proof of payment. The Creditor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Qatar Football Association of every payment received.

NOTE RELATING TO THE REGISTRATION BAN:

The registration ban mentioned in para. 3. of the present decision will be implemented automatically and immediately at national and international level by the Qatar Football Association and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat. In such case, the Qatar Football Association is reminded of its duty to implement this decision and provide FIFA with proof that the registration ban has been implemented at national level, any failure to do so being subject to potential sanctions (which can lead to an expulsion from FIFA competitions) being imposed by the FIFA Disciplinary Committee.

The registration ban shall cover all men eleven-a-side teams of the Respondent – first team and youth categories –.

The Respondent shall only be able to register new players, either nationally or internationally, upon the payment to the Creditor of the complete amount due. In particular, the Respondent may not make use of the exception and the provisional measures stipulated in art. 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

A deduction of points or relegation to a lower division may be ordered in addition to the registration ban in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason.