

Decision of the Dispute Resolution Chamber

passed on 9 July 2025

regarding an employment-related dispute concerning
the player William Esemé Mukwelle

BY:

Johan VAN GAALEN, South Africa

CLAIMANT:

William Esemé Mukwelle, Cameroon

Represented by 14 Sports Law

RESPONDENT:

Fotbalový klub Pardubice a.s., Czech Republic

Represented by Marek Hoskovec

I. Facts of the case

1. On 5 September 2023, the Cameroonian player, William Esemé Mukwelle (hereinafter: *the Player* or *the Claimant*), and the Czech club, Fotbalový klub Pardubice a.s. (hereinafter: *the Club* or *the Respondent*) entered into an employment contract (hereinafter: *the Contract*) valid as from 6 September 2023 until 30 June 2026.

2. In the preamble of the Contract, the parties included, *inter alia*, the following (quoted *verbatim*):

"2. The Player, being a physical person, in the position of a self-employed person according to the relevant provisions of Act No. 586/1992 Coll., On Income Tax, as amended. The Player is a member of the Football Association of the Czech Republic, with its registered office at Atletická 2474/8, Strahov, Prague 6, postal code: 169 00, entered in the public register, section L, insert 1066 (further referred to as "FACR"). The Player hereby enter into this contractual relationship with the Club for the purpose of representation of the Club, especially in the field of sports and related activities."

3. Clause I of the Contract provided as follows (quoted *verbatim*):

"I. Subject-matter of the Contract

1. The subject-matter of this Contract concerns the cooperation of the Parties in the performance of sports activities, particularly the Player's obligation to perform activities of a contractual professional footballer for the Club under the conditions established in this Contract, and the obligation of the Club to pay the agreed reward to the Player. The Player shall be obliged to bear the incurred costs.

2. For the period of the term and validity of the Contract, the Club becomes the exclusive user of the Player's physical and mental abilities."

4. Clause II of the Contract stipulated (quoted *verbatim*):

"II. Player's Remuneration and Sanctions

1. Upon fulfillment of all the conditions of this Contract, the Player is entitled to the remuneration specified below, consisting of the following articles:

- *Base Remuneration and Accommodation*
- *Signing Bonus*
- *Loyalty Bonus*

- *Team Bonus*

1.1. The Base Remuneration

The Parties have agreed the amount of the fixed Base Remuneration as follows:

- *5,000 EUR per one calendar month*
- *Accommodation*

The Club undertakes that during the period of validity and effectiveness of this Contract, it shall provide accommodation for the Player at its own expense, by covering the costs of renting an apartment in Pardubice or the nearest surroundings. The choice of the apartment is entirely at the discretion of the Club and the Player undertakes to accept this choice.

(...)

1.3 Loyalty Bonus

The Club shall pay to the Player the Loyalty Bonus in the amount of 7,000 EUR every six (6) months if the Player is registered with the Club by the last day of every transfer window (period), starting in winter transfer period in 2024 (competitive season 2023/2024).

(...)

2. Unless agreed otherwise, the remuneration will be paid monthly via bank transfer to the Player's account specified in the header of this Contract. In the case of regular payments during the season, they are due in arrears, always by each 20th day of the month following the month for which the remuneration is paid. If this day falls on a Saturday, Sunday or public holiday, the due date of the regular instalment is the next working day from that. In the event that the Player is a VAT payer, the remuneration will be paid on the basis of invoices issued by the Player on the last day of the relevant month with a due date of 20 days. The player (VAT payer) will issue invoices on the basis of a monthly statement of activities confirmed by the Club.

(...)

4. The Player acknowledges that all agreed remuneration and bonuses under this Contract are subject to taxation in accordance with applicable tax regulations and the Player accepts these payments as a self-employed person. In this connection, by signing this contract, the Player acknowledges that in accordance with the applicable legal regulations of the Czech Republic (meaning in particular Act No. 586/1992 Coll., On Income Tax, Act No. 589/1992 Coll., On Insurance Premiums), on Social Security and the

State Employment Contribution, Act No. 592/1992 Coll., on General Health Insurance Premiums and Act No. 337/1992 Coll., on the Administration of Taxes and Fees, all as amended), is his duty pay the relevant income tax on remuneration, health insurance and social security contributions.

5. The Player is obliged to take out available health insurance of his choice to cover medical costs and medical expenses in case of illness or injury of the Player. In case the Player is registered to pay value added tax according to Act No. 235/2004 Coll, as amended, he is obliged to issue an invoice meeting the conditions of a tax document according to the aforementioned law, no later than the 10th day of the month following the month for which the Player is entitled to this remuneration."

5. In clause III.b.4 of the Contract, it was established that the Player was obliged to *"take care of his health and physical condition, observe the principles of a professional athlete's daily regime, proper nutrition and lifestyle, hygiene, regeneration and rehabilitation, submit to all established medical procedures and avoid the use of doping in any form;"*.

6. Clauses VIII.6 and VIII.7 of the Contract provided as follows (quoted verbatim):

"6. All disputes arising from this Contract, or any other disputes between the Parties, will be resolved in accordance with the FACR Rules of Procedure, and the arbitral award resolving such a dispute may be reviewed according to the FACR Rules of Procedure by the FACR Arbitration Commission, without prejudice to demand a review of the decision of the FACR body of the Arbitration Court for Sport based in Lausanne, as provided for in the FIFA and UEFA regulations.

7. This Contract is governed by law of the Czech Republic. The Contracting Parties are obligated to exercise their mutual rights and obligations in accordance with the legal regulations of the Czech Republic, EU regulations, FACR regulations, UEFA and FIFA. The Contracting Parties declare that this contract fully complies with the minimum requirements for standard contracts of professional football players in the European Union and in the rest of UEFA."

7. On 18 April 2024, the Club issued a receipt stating that it had paid the Player EUR 1,905 as salary for May 2024. In this regard, the Club stated that his gross salary was EUR 5,000 and that was subject to EUR 750 as tax deductions and EUR 2,345 as a deduction for health insurance for the period of 26 September 2023 – 25 September 2024.
8. On 11 July 2024, the Club sent a notice to the Player, drawing his attention to his very poor fitness test results. In this regard, the Club reminded the Player of clause III.B.4 of the Contract, which, *inter alia*, established that he was obliged to take care of his health and physical condition.

9. On 19 July 2024, the Club issued a receipt stating that it had paid the Player EUR 1,433 as salary for June 2024. In this regard, the Club stated that his gross salary was EUR 5,000 and that was subject to EUR 750 of tax deductions and EUR 2,817 as a deduction for "Flight ticket ESO Travel".
10. On 20 August 2024, the Club issued a receipt stating that it had paid the Player EUR 1,975 as salary for July 2024. In this regard, the Club stated that his gross salary was EUR 5,000 and that was subject to EUR 750 of tax deductions and EUR 2,275 as a deduction for health insurance for the period of 26 September 2024 – 25 September 2025.
11. On 6 February 2025, the Player put the Club in default and requested payment of EUR 31,629, of which EUR 10,629 corresponded to the balance of the monthly salaries for May – July 2024 and EUR 21,000 to the loyalty bonus related to the transfer window 2024 (sic), summer transfer window 2024 and winter transfer window 2025. The Player granted the Club 15 days to comply with the payment. Furthermore, the Player stated that the Club had adopted abusive conduct in order to force him to accept a premature termination. In this respect, the Player alleged that he was forced to train alone or with the second team and was evicted from his apartment. Therefore, the Player requested that the Club abstain from any further abusive behaviour.
12. On 11 February 2025, the Player sent a new communication to the Club, stating that, following the instructions from the Club, he was undergoing trials in a football club affiliated to the Lithuanian Football Federation (LFF). However, he mentioned that, if he was rejected from the trials and had to return to the Club, the Club should reinstate him to his activities. Lastly, the Player reiterated the 15-day deadline for payment the amount stipulated in his previous letter.
13. On 14 February 2025, the Club replied to the Player's letter mentioning that, under Czech law, a player is not an employee but self-employed and the provisions of labour law do not apply to him. Regarding the claimed amount, the Player was requested to provide a breakdown and was informed that, if his remuneration was reduced, it was solely due to the offsetting of costs that the Club had incurred on behalf of the Player, even though the Club was not contractually obliged to do so. Regarding the apartment, the Club stated that the selection of it was entirely at the Club's discretion. Furthermore, the Club alleged that the Player was transferred to the B-team due to his performance, his approach to fulfilling obligations and particularly his fitness test. Lastly, concerning the loyalty bonus, the Club asserted that there had been a substantial change in circumstances, and the Club is authorized to request the resumption of negotiations and a modification in the Contract.
14. On 17 February 2025, the Player replied to the Club's letter and stated that poor sporting performance is not a reason for the unilateral deduction of the agreed remuneration. Furthermore, the Player indicated that, regardless of the status of players under Czech regulations, FIFA regulations dictate that the Player's fundamental rights must be respected. Therefore, the Player provided a breakdown of his claimed amount and stated

that the Club had the burden of proving that the deductions had a legal basis. Lastly, the Player extended the deadline until 28 February 2025.

15. On 20 February 2025, the Player sent a new communication to the Club, arguing that he was still sidelined and requested that the Club reintegrate him into the first team.
16. On 27 February 2025, the Club sent a notice to the Player dated 21 February 2025, stating that on 11 November 2024 he had arrived late for a match and that on 19 February 2025 he had reported seven minutes late to a training session. In this regard, the Club informed the Player that a fine of CZK 2,000 would be imposed and deducted from his next salary.
17. Also on 27 February 2025, the Club sent another notice to the Player dated 21 February 2025, stating that on 20 February 2025 he had reported late to training. The Club alleged that this was his third recorded violation and an additional fine of CZK 2,000 would be imposed and deducted from his next salary.
18. Also on 27 February 2025, the Player sent a new letter, stating that the Club was disregarding his summons to abstain from any further abusive conduct. Additionally, the Player mentioned that on that day, he had received a letter, by means of which the Club imposed him a fine of CZK 2,000 for allegedly arriving late to a match and two trainings. The Player rejected these allegations and the imposed fine. Lastly, the Player requested that the Club (i) pay the claimed amounts by no later than 28 February 2025; (ii) abstain from any further abusive conduct and (iii) reinstate him in the first team's activities by no later than 3 March 2025.
19. On 28 February 2025, the Club replied to the Player's letters, reiterating that the deductions were due to the offsetting of mutual claims. The Club also repeated the call for the renewal of discussions about the Contract.
20. On 4 March 2025, the Player replied to the Club's correspondence and stated that he did not receive the balance of the salaries for May – July 2024, as well as the overdue loyalty bonus. Additionally, he alleged that he had no interest in re-negotiating the loyalty bonus or other provision. Lastly, the Player reiterated that he was still sidelined and granted the Club two days to comply with the requests made on 27 February 2025.
21. On 7 March 2025, the Club replied to the Player's letter acknowledging his message regarding the loyalty bonus. Additionally, the Club insisted that the Player's inclusion in the B-team was due to his performance. Lastly, the Club alleged that it had evidence that all deductions were related to costs the Club covered on behalf of the Player.
22. On 13 March 2025, the Club provided a breakdown of the deductions made over the Player's salary, as follows:

"May 2024

Gross remuneration	5,000 EUR
Withholding tax 15%	- 750 EUR
Health insurance for the period 26.9.2023 to 25.9.2024	- 2,345 EUR
Remuneration paid	1,905 EUR

June 2024

Gross remuneration	5,000 EUR
Withholding tax 15%	- 750 EUR
ESO Travel flight ticket	- 2,817 EUR
Remuneration paid	1,433 EUR

The club purchased a flight ticket for you from ESO Travel so that you could fly from Cameroon to Abuja and then to Europe. The travel was for your visa. The contract does not stipulate that the club should cover these costs for you, nor should it arrange these things. The club helped you with the arrangements, but there is no reason for it to pay the costs.

July 2024

Gross remuneration	5,000 EUR
withholding tax 15%	-750 EUR
Remuneration paid	4,250 EUR"

II. Proceedings before FIFA

23. On 26 March 2025, the Claimant filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Claim of the Claimant

24. The Player first argued that the parties concluded the Contract, by means of which the Club was obliged to pay him EUR 5,000 gross, equal to EUR 4,250 net, by no later than the last

day of each respective month. Additionally, the Player argued that the Club was obliged to pay him a loyalty bonus of EUR 7,000 every six months in case he was still registered with the Club on the last day of every transfer window. Nonetheless, the Player alleged that the Club failed to comply with its obligations.

25. Regarding the loyalty bonus, the Player stated that the Club failed to pay him EUR 21,000, corresponding to the bonuses of the winter transfer window 2024, summer transfer window 2024 and winter transfer window 2025. Additionally, the Player acknowledged that by the end of the sporting season 2023/2024 he faced some issues in relation to his visa and returned to his country to resolve them. However, the Player alleged that the Club unilaterally decided to reduce his salaries for May, June and July 2024, and unlawfully deducted a total amount of EUR 7,437 net.
26. Furthermore, the Player argued that the Club adopted an abusive behaviour, and that the parties exchanged several correspondences during February and March 2025, in which the Club sought to justify the salary deductions and to renegotiate the terms of the loyalty bonus.
27. Regarding the deductions, the Player stated that the justifications of the Club were ill-founded and carried out limited legal weight. Therefore, he argued that he is entitled to EUR 28,437 and provided the following breakdown:

“as to the net amount of EUR 2.345, corresponding to the remaining balance of the monthly salary of May 2024, the pertinent calculation shall start as from 1 June 2024, until the date of the effective payment;

as to the net amount of EUR 2.817, corresponding to the remaining balance of the monthly salary of June 2024, the pertinent calculation shall start as from 1 July 2024, until the date of the effective payment;

as to the net amount of EUR 2.275, corresponding to the remaining balance of the monthly salary of July 2024, the pertinent calculation shall start as from 1 August 2024, until the date of the effective payment;

as to the net amount of EUR 7.000, corresponding to the Loyalty Bonus of the winter 2024 transfer window, the pertinent calculation shall start as from 23 February 2024, until the date of the effective payment;

as to the net amount of EUR 7.000, corresponding to the Loyalty Bonus of the summer 2024 transfer window, the pertinent calculation shall start as from 9 September 2024, until the date of the effective payment;

as to the net amount of EUR 7.000, corresponding to the Loyalty Bonus of the winter 2025 transfer window, the pertinent calculation shall start as from 23 February 2025,

until the date of the effective payment.”

28. The Claimant's requests for relief were the following:

“V. REQUESTS FOR RELIEF

i. In the light of the above, Mr. William Eseme Mukwelle respectfully requests the Dispute Resolution Chamber of the Football Tribunal to:

i. Determinate the present claim as admissible;

ii. Order the Respondent, Futbalový Klub Pardubice A.S., to proceed with the payment of the overdue payables to the Claimant which amount to EUR 28.437 (twenty eight thousand four hundred thirty seven euros) net, corresponding to the remaining balance of the monthly salaries of May, June and July 2024, as well as to the Loyalty Bonus of winter 2024, summer 2024 and winter 2025 transfer window;

iii. Determinate that an interest rate of 5% per annum shall apply over the overdue payables, in accordance with the supra submission IV.D;

iv. Order the Respondent, Futbalový Klub Pardubice A.S., to bear any and all legal costs as to the present dispute.”

b. Reply of the Respondent

29. In its reply, the Club first objected to the jurisdiction of the Football Tribunal based on clause VIII.6 of the Contract. According to the Club, the parties had agreed upon resolving any dispute in accordance with the procedural rules of the Football Association of the Czech Republic (hereinafter: FACR), with any arbitral award subject to review by the FACR Arbitration Commission. In this respect, the Club argued that the matter should instead be assessed by the FACR Arbitration Commission.
30. Then, the Club stated that, under Czech law, a football player is considered self-employed and not an employee. In this respect, the Club asserted that, by signing the Contract, the Player acknowledged that it was his duty to pay the relevant income tax on remuneration, health insurance and social security contributions. The Club explained that, in practice, it withheld 15% from the Player's remuneration and paid this amount directly to the tax office, which reduced his administrative burden.
31. Additionally, the Club alleged that, since the Player failed to provide the Club with the necessary documentation or information to properly fulfil the Contract, the Club had to arrange health insurance coverage on behalf of the Player, despite not being contractually obligated to bear these costs.

32. In this respect, the Club mentioned that, based on art. 1982 of the Czech civil code, it proceeded to unilaterally offset the costs, notifying the Player accordingly. The Club stated that in May 2024, the Club deducted EUR 2,345 for health insurance for the period of 26 September 2023 – 25 September 2024, and in June 2024, it deducted EUR 2,817 for “ESO Travel flight ticket”. Regarding the salary for July 2024, the Club alleged that it was paid in full in two instalments, with the second being of EUR 2,275.
33. Regarding the flight costs, the Club explained that it had arranged a meeting at the visa embassy in Nigeria for the Player, but he failed to board the flight on time and the Club had to pay another flight ticket. Since the Club was not obliged to cover these costs, it mentioned that it reimbursed any such expenses to the Player.
34. With regards to the loyalty bonus, the Club acknowledged that the Contract included it but stated that it was negotiated when the Player appeared to be a promising player with excellent physical preparation, in order to ensure that he would not want to leave the Club. However, the Club mentioned that the Player fell into poor physical condition, making it necessary to apply the legal concept of “change of circumstances” under art. 1765 of the Czech civil code, as a disparity has arisen between the rights and obligations of the parties.
35. Lastly, the Club proposed to refer the case to mediation.

c. Replica of the Claimant

36. In his rejoinder, the Player argued that FIFA has not recognised any National Dispute Resolution Chamber (NDRC) operating within the framework of the FACR. Therefore, the Player stated that the Football Tribunal has jurisdiction to hear the claim. Subsidiarily, the Player alleged that the clause does not designate any clearly defined national adjudicatory body competent to resolve disputes arising between the parties, but merely contains a vague reference to the application of FACR rules. The Player pointed out that the clause only refers to the FACR Arbitration Commission or Court of Arbitration for Sport (CAS) at the appellate level, without establishing a competent first-instance body.
37. Regarding the deductions over his remuneration, the Player contended that there was no contractual basis assigning visa or work permit expenses to the Player, and that he had to return to Nigeria to resolve visa issues due to the Club’s negligence in addressing them timely. Thus, he stated that it is unfounded for the Club to argue that he should bear the related travel expenses.
38. Regarding the health insurance, the Player remarked that the Club proceeded with said deductions approximately nine months after the conclusion of the Contract, without providing any notice. The Player stated that this deduction coincided with the point in time when the Club had already decided to discontinue his services. Furthermore, the Player highlighted that the Club failed to provide any evidence confirming that the deducted amounts were allocated to secure insurance coverage for him.

39. Regarding the loyalty bonus, the Player asserted that it remained uncontested that the Club failed to comply with this obligation. The Player reiterated that the first bonus was to be paid in February 2024 and has remained unpaid for 15 months. Additionally, the Player alleged that FIFA regulations shall be applied and not Czech law, as well as the principle *pacta sunt servanda*.
40. Lastly, the Player rejected the Club's proposal for mediation and reiterated his requests for relief.

d. Duplica of the Respondent

41. In its final comments, the Club alleged that the jurisdiction clause was drafted in accordance with the then-applicable regulations of the FACR. The Club further asserted that this clause was mandatory.
42. The Club then repeated its arguments regarding the deductions and provided an alleged proof of payment in Czech and unaccompanied by any translation for the insurance and for flight tickets in amount of CZK 70,500, which, according to the Club, amounts to EUR 2,817. In this respect, the Club stated that it was not contractually obliged to pay for the Player's ticket to his country.
43. Lastly, the Club insisted that the payment for July 2024 was fully made and argued that the Player had constantly violated his professional duties, and therefore a substantial change in circumstances had occurred that affected the loyalty bonus.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

44. 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 26 March 2025 and submitted for decision on 9 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.
45. 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, *in principle*, competent to deal with the matter

at stake, which concerns an employment-related dispute with an international dimension between a Cameroonian player and a Czech club.

46. Nonetheless, the Single Judge recalled that the Club challenged the jurisdiction of the Football Tribunal, arguing that the Contract included a clause in favour of the FACR Arbitration Commission.
47. The Single Judge noted that the Player, conversely, stated that no NDRC operating under the FACR has been recognized by FIFA and that, in any event, the jurisdiction clause invoked by the Club was not clear and exclusive.
48. In this context, the Single Judge first recalled that, in January 2025, FIFA introduced a new regulatory framework for NDRCs in order to provide clarity and the necessary legal certainty with regard to jurisdiction, structure, applicable requirements and possible formal and permanent recognition by FIFA of existing NDRCs.
49. Most importantly, the Single Judge noted that the aforementioned rules have been incorporated into art. 22, par. 1, lit. b and c) of the Regulations and are applicable to cases brought before FIFA as of 1 January 2025 (*cf.*, art. 26, par. 1, lit. b) of the Regulations).
50. Considering that this claim was filed by the Player on 26 March 2025, the Single Judge concluded that the jurisdiction of the Football Tribunal must be assessed based on the following provision:

"Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:

b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by a national dispute resolution chamber (NDRC), or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties;"

51. The Single Judge considered that this case, in principle, falls within FIFA's jurisdiction, and therefore would only be prevented in the hypothesis of (1) a clear and exclusive jurisdiction clause in the Contract in favour of the civil courts; or (2) a clear and exclusive jurisdiction clause included in the Contract or in an applicable collective bargaining agreement in favour of a NDRC *"that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles"*.
52. In order for FIFA to decline its jurisdiction in favour of an NDRC, the interested party challenging the Football Tribunal's should demonstrate that the parties had validly agreed

to refer any such dispute to the relevant decision-making body and that such body is recognised by FIFA. These conditions are cumulative and should all be met at the time a party submitted a claim to FIFA.

53. In light of the foregoing, the Single Judge recalled that the relevant jurisdiction clause was as follows:

"6. All disputes arising from this Contract, or any other disputes between the Parties, will be resolved in accordance with the FACR Rules of Procedure, and the arbitral award resolving such a dispute may be reviewed according to the FACR Rules of Procedure by the FACR Arbitration Commission, without prejudice to demand a review of the decision of the FACR body of the Arbitration Court for Sport based in Lausanne, as provided for in the FIFA and UEFA regulations"

54. In the Single Judge's opinion, this clause is not clear and exclusive, as it did not explicitly designate the competent decision-making body. In this regard, the parties stipulated that the disputes would be resolved in accordance with the FACR rules and that the "arbitral award" could be reviewed by the FACR Arbitration Commission or CAS. However, the clause failed to establish which body should render the aforementioned "arbitral award".
55. In any event, the Single Judge confirmed that there was no NDRC recognised by FIFA in Czech Republic at the time of the relevant events. Therefore, even if this clause were to be considered as clear and exclusive, the Football Tribunal would still have jurisdiction.
56. Therefore, the Single Judge concluded that the Football Tribunal has jurisdiction to decide on the matter.
57. 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) the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

58. 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

59. 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

60. The Single Judge then moved to the substance of the matter, noting that it concerned a claim of a player against a club for outstanding remuneration.
61. The Single Judge recalled that, according to the Player, the Club failed to pay him the balance of the salaries for May, June and July 2024 and three loyalty bonuses.
62. The Club, conversely, alleged that the salary for July was paid in full and that the salaries for May and June included some deductions based on costs incurred by the Club that were supposed to be covered by the Player. Additionally, the Club mentioned that the loyalty bonuses had to be renegotiated due to a change in circumstances.
63. In this context, the Single Judge acknowledged that his task was to establish whether the Player is entitled to the amounts claimed. Accordingly, he proceeded to assess each of the claims individually.

a) Balance of the salary for May 2024

64. The Single Judge first noted that the Club stated that it deducted EUR 2,345 from the Player's salary to cover health insurance for the period of 26 September 2023 – 25 September 2024. In this regard, the Club referred to clause II.4, which stipulates that *"In this connection, by signing this contract, the Player acknowledges that in accordance with the applicable legal regulations of the Czech Republic (...), is his duty pay the relevant income tax on remuneration, health insurance and social security contributions"*.
65. The Single Judge also observed that the Club provided a copy of the health insurance and an alleged proof of payment. Nevertheless, while he noted that the health insurance indeed corresponds to the Player, he also remarked that the alleged proof of payment is not translated into an official FIFA language.
66. In this regard, the Single Judge referred to art. 13 par. 1 and 3 of the Procedural Rules, which establish:

"1. Any submission to FIFA shall be made in English, Spanish, or French. Any submission

to FIFA not made in one of the aforementioned languages will be disregarded.

(...)

3. Any type of evidence may be produced. A chamber has ultimate discretion as to the weight it gives to evidence. All the evidence upon which a party intends to rely must be filed in the original language and, if applicable, translated into English, Spanish or French”.

67. Based on the above, the Single Judge stressed that this alleged proof of payment shall be disregarded. Consequently, and regardless of the analysis of whether the Club was entitled to deduct this amount it paid for the health insurance, the Single Judge considered that the Club failed to prove that it actually paid that amount. Hence, he determined that the Club did not justify that the deduction was correctly made and, thus, he decided to award the Player the balance of the salary for May 2024.
68. The Single Judge observed that the Player is requesting EUR 2,345 net, with interest as from 1 June 2024. Considering that the Contract did not specify the Player's net salary, the Single Judge decided to award the amount without specifying that it was net. Regarding interest, considering that clause II.2 established that the salaries were to be paid on the 20th day of the following month, the Single Judge concluded that the Player is entitled to 5% interest *p.a.* as from 21 June 2024 until the date of effective payment.

b) Balance of the salary for June 2024

69. The Single Judge noted that the Club deducted EUR 2,817 from the Player's salary for June 2024 to cover for “ESO Travel flight ticket”. The Single Judge acknowledged that the Club argued that it had arranged a meeting at the visa embassy in Nigeria for the Player, but he failed to board the flight on time and the Club had to pay another flight ticket. Since the Club was not obliged to cover the costs, it mentioned that it reimbursed any such expenses to the Player. The Single Judge also observed that the Club provided an alleged invoice and proof of payment regarding this flight ticket.
70. Notwithstanding the foregoing and again without entering into the analysis of whether the Club was entitled to deduct this amount, the Single Judge highlighted that the evidence provided by the Club is not translated and shall be disregarded.
71. Therefore, the Single Judge decided to award the Player the EUR 2,817 requested, with interest as from 21 July 2024.

c) Balance of the salary for July 2024

72. The Single Judge then recalled that, according to the Club, it paid the salary for July in two instalments and, therefore, there is no remaining amount to be paid.

73. By applying the same rationale already mentioned above, the Single Judge underscored that the Club provided an untranslated alleged proof of payment attempting to demonstrate that it paid this salary. The Single Judge determined that this proof of payment shall be disregarded.
74. Considering that the Player did not acknowledge receipt of this payment, and the Club failed to provide any further evidence demonstrating that it paid him the EUR 2,275 that he is claiming, the Single Judge decided to award the Player EUR 2,275 with interest as from 21 August 2024.

d) Loyalty bonus

75. Lastly, the Single Judge noted that the Club did not dispute failing to pay the loyalty bonuses requested by the Player, but argued that, due to his physical and sporting performance, the circumstances had changed, and this bonus had to be renegotiated, based on the Czech civil code.
76. In this regard, the Single Judge recalled that, based on art. 3 of the Procedural Rules, the Football Tribunal shall apply FIFA regulations, whilst taking into account the national laws. In this respect, the Single Judge wished to clarify that, while he shall take into account the national law, as well as all relevant arrangements or collective bargaining agreement, when resolving a dispute before the Football Tribunal, FIFA regulations prevail over any national law that the parties may have chosen. The Single Judge emphasised that the main objective of FIFA regulations is to create a standard set of rules to which all the actors within the football community are subject to and can rely on.
77. Given that the parties agreed upon a loyalty bonus of EUR 7,000 to be paid every six months if the Player was registered with the Club by the last day of every transfer window, starting in the winter transfer period of 2024, the Single Judge was of the opinion that the Club was obliged to comply with the obligation it undertook, regardless of the Player's performance.
78. Since (i) the Club did not dispute that the Player was registered with the Club by the last day of the winter transfer window of 2024, the summer transfer window of 2024, and the winter transfer window of 2025, (ii) the Contract was valid during those periods, (iii) the Club failed to provide any evidence of having paid these bonuses, and (iv) the Club failed to prove that the parties had agreed to renegotiate the contractual conditions, the Single Judge concluded that the Player shall be awarded three loyalty bonuses, amounting to EUR 7,000 each.
79. The Single Judge noted that the Player requested these amounts as net. However, in the Single Judge's opinion, the Contract did not establish that this bonus was to be paid as net. Regarding interest, the Player requested that it be applied as from 23 February 2024, 9 September 2024 and 23 February 2025 respectively. The Single Judge observed that,

according to the information retrieved from TMS, these were the days following the last day of every registration period. Although the Contract did not specify the exact due dates for these bonuses and only established that they were to be paid each six months, the Single Judge decided to award interest as from each day following the event that triggered the bonuses, as requested by the Player.

ii. Art. 12bis of the Regulations

80. 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.
81. 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.
82. 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.
83. 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.
84. 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

85. 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.
86. 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.

87. 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.
88. 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.
89. 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

90. 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.
91. 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.
92. 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 Football Tribunal has jurisdiction to hear the claim of the Claimant, William Esemé Mukwelle.
2. The claim of the Claimant, William Esemé Mukwelle, is partially accepted.
3. The Respondent, Fotbalový klub Pardubice a.s., must pay to the Claimant the following amount:

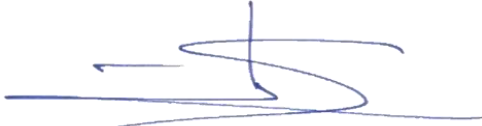
- **EUR 28,437 as outstanding remuneration** plus 5% interest *p.a.* as follows:

- 5% interest *p.a.* over the amount of EUR 7,000 as from 23 February 2024 until the date of effective payment;
- 5% interest *p.a.* over the amount of EUR 2,345 as from 21 June 2024 until the date of effective payment;
- 5% interest *p.a.* over the amount of EUR 2,817 as from 21 July 2024 until the date of effective payment;
- 5% interest *p.a.* over the amount of EUR 2,275 as from 21 August 2024 until the date of effective payment;
- 5% interest *p.a.* over the amount of EUR 7,000 as from 9 September 2024 until the date of effective payment;
- 5% interest *p.a.* over the amount of EUR 7,000 as from 23 February 2025 until the date of effective payment.

4. Any further claims of the Claimant are rejected.
5. A **warning** is imposed on the Respondent.
6. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
7. 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.
8. 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.
9. 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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