

Decision of the Dispute Resolution Chamber

passed on 18 July 2025

regarding an employment-related dispute concerning the player
Yacine Bammou

COMPOSITION:

Martín AULETTA (Argentina), Chairperson
Sihon GAUCI (Malta), Member
Calum BEATTIE (Scotland), Member

CLAIMANT:

Yacine Bammou, Morocco
Represented by Selçuk Demir

RESPONDENT:

Guangxi Pingguo Haliao Football Club, China PR
Represented by Daniel Muñoz Sirera

I. Facts of the case

1. At an unspecified date, the Moroccan player, Yacine Bammou (hereinafter: *the Player* or *the Claimant*), and the Chinese club, Guangxi Pingguo Haliao Football Club (hereinafter: *the Club* or *the Respondent*), jointly referred hereinafter as the Parties, entered into an employment contract (hereinafter: *the Employment Agreement*) valid as from 1 January 2024 until 31 December 2025.
2. On January 1, 2024, the Player's agent and the Club signed a Consulting Service Contract (hereinafter: *the Consulting Contract*).
3. On 6 August 2024, the Parties signed a settlement agreement (hereinafter: *the Settlement Agreement*), which provides, quoted *verbatim*:

" The Parties, after equal negotiation, conclude the following clauses to prematurely terminate the EMPLOYMENT CONTRACT FOR PROFESSIONAL FOOTBALL PLAYER (hereinafter: the CONTRACT) signed by and between the Parties on 1 Jan. 2024:

1. *The CONTRACT is terminated on 5 August 2024*
2. *Party A [the Club] shall pay Party B [the Player] compensation amounting RMB 1.592.025 (in words: one million five hundred ninety two thousand twenty five) after tax, which includes the salary and bonus (if any) before the termination of the CONTRACT payable by Party A to Party B, and the compensation for premature termination of the CONTRACT. In addition. Party A commits to make the balance payment amounting USD 110,000 (in words: USD one hundred ten thousand, hereinafter: the Service Fee) to Party B's Agent, SHANTOU SEPTMILLE Sports&Culture Ltd, according to the Consulting Service Contract signed by and between Party A and Party B's Agent. Party A can pay the Service fee in RMB at the rate of the payment day.*
3. *The aforesaid compensation to Party B and Service Fee to Party B's Agent shall be paid in the following installments as follows:*

Amount	Payment Time (no later than)	
RMB 530,675	2024 8 31	31 August 2024
RMB 180,675	2024 9 30	30 September 2024
USD 50,000 (to Agent)	2024 9 30	30 September 2024
RMB 530,675	2024 11 30	30 November 2024
RMB 350.000	2025 1 31	31 January 2025

USD 60,000 (to Agent)	2025 1 31	31 January 2025
-----------------------	-----------	--------------------

4. *The aforementioned compensation shall be paid to Party B's bank account in China. The aforementioned Service Fee shall be paid to the bank account of Party B's Agent in China. In the event of non-payment of any of the installments by the due dates, a penalty of 10% of the amount due shall be payable by Party A to Party B, without prior formal notice being served. If Party A fails to pay the Service fee to Party B's Agent, Party B is entitled to claim for the Service fee from Party A directly before FIFA DRC. In addition, if Party B's agent fails to pay the aforesaid USD 110,000 to Party B within 7 working days after receipt of the same amount from Party A. Party B shall also be entitled to claim for such amount from Party A before FIFA DRC."*

4. On 5 October 2024, the Player put the Club in default of payment of RMB 180,675 and USD 50,000 payable to his agent, which were due on 30 September 2024 as per the Settlement Agreement, as well as a 10% penalty fee. The Player set a time limit of 48 hours expiring on 2 October 2024, in order for the Club to remedy its default.
5. On 3 January 2025, the Player once again put the Club in default of payment of RMB 530,675 and USD 50,000 payable to his agent, which were due on 30 November 2024 as per the Settlement Agreement, as well as a 10% penalty fee. The Player set a time limit of 48 hours expiring on 5 January 2025, in order for the Club to remedy its default.

II. Proceedings before FIFA

6. On 11 March 2025, the Player filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Position of the Claimant

7. The Player alleged that he signed the Employment Agreement with the Club valid from 1 January 2024 until 31 December 2025. He also mentions that the Consulting Contract signed by his agent on 1 January 2024 was meant, in reality, to supplement his remuneration in a roundabout way.
8. He mentioned that in July 2024, the Club started defaulting on its payment obligations and that it invited the Player to find a club that would accept him on loan.
9. The Player affirmed that the parties finally agreed to terminate amicably the Employment Agreement by signing the Settlement Agreement, on 6 August 2024.

10. The Player submitted that the Club failed to perform its payment obligations under the Settlement Agreement despite notices of default sent on 5 October 2024 and 3 January 2025.
11. The Player asserted that considering the Club's default regarding performance of its obligations under the Settlement Agreement, the Club should be condemned to pay the residual value of the employment contract namely RMB 2,190,000 for the salaries of July, August, September, October, November and December 2024 as well as USD 150,000 under the Consulting Contract, and RMB 5,110,000 equivalent to the salaries for the 2025 season.
12. The Player also claims RMB 2,555,000 equivalent to 6 months of salary, as additional penalty for the "prejudice" he allegedly suffered because of the Club.
13. The Player's requests for relief, were the following, quoted *verbatim*:

"Vu le Règlement du statut et du transfert des joueurs

Il est demandé au Tribunal du Football et à la Chambre de résolution des litiges de la FIFA de:

DIRE ET JUGER la requête de Monsieur Yacine BAMMOU recevable et bien fondée

CONDAMNER le club de GUANGXI PINGGUO à payer à Monsieur BAMMOU le total de 7 300 000 RMB et 150 000 dollars, correspondant aux rémunérations suivantes, selon listing joint :

- *2 190 000 RMB (salaires de juillet à décembre 2024) et 150 000 dollars (au titre du contrat de service avec l'agent)*
- *5 110 000 RMB pour la saison 2025*

CONDAMNER le Club de GUANGXI PINGGUO à payer à Monsieur BAMMOU la somme de 2 555 000 RMB au titre des dommages et intérêts suite au non-respect desdites conventions;

DIRE qu'à défaut de paiement de l'ensemble des condamnations dans les 30 jours suivant la notification de la décision à intervenir, les sommes porteront intérêt au taux de 5% l'an;

DIRE qu'à défaut de paiement de l'ensemble des condamnations dans les 30 jours suivant la notification de la décision à intervenir, l'affaire sera soumise à la Commission de Discipline de la FIFA en vue d'une sanction à l'encontre du Club de GUANGXI PINGGUO ;

CONDAMNER le Club de GUANGXI PINGGUO à une interdiction de recrutement pour une durée de trois périodes d'enregistrement à compter de la notification de la

décision à intervenir, ainsi qu'à des sanctions sportives de perte de points."

(Freely translated to English)

*"Considering the Regulations on the Status and Transfer of Players
The Football Tribunal and the FIFA Dispute Resolution Chamber are requested to:*

DECLARE AND JUDGE the request of Mr. Yacine BAMMOU admissible and well-founded

ORDER the GUANGXI PINGGUO club to pay Mr. BAMMOU the total of 7,300,000 RMB and 150,000 dollars, corresponding to the following remuneration, according to the attached listing:

- RMB 2,190,000 (salaries from July to December 2024) and USD 150,000 (under the service contract with the agent)*
- 5,110,000 RMB for the 2025 season*

ORDER the GUANGXI PINGGUO Club to pay Mr. BAMMOU the sum of 2,555,000 RMB in damages following the non-compliance with the said agreements;

DECLARE that in the absence of payment of all the sentences within 30 days of the notification of the decision to be made, the sums will bear interest at the rate of 5% per annum;

DECLARE that in the absence of payment of all the convictions within 30 days of the notification of the decision to be made, the case will be submitted to the FIFA Disciplinary Committee for sanction against the GUANGXI PINGGUO Club;

CONDEMN the GUANGXI PINGGUO Club to a ban on recruitment for a period of three registration periods from the notification of the decision to be taken, as well as to sporting sanctions of loss of points."

b. Position of the Respondent

14. In its reply, the Club mentioned that the request for relief of the Player is unfounded, as it seemingly attempted to claim compensation for breach of contract based on the Employment Agreement, despite this agreement having been terminated on 5 August 2024 by virtue of the Settlement Agreement.

15. The Club affirmed that the Settlement Agreement remained valid and binding, and the attempt by the Player to declare it null and void because of the default of payment of the Club is “nonsensical”.
16. The Club recalled that the Settlement Agreement remained valid and binding, that it superseded the Employment Agreement and that it novated the amounts owed by the Club to the Player, as the Settlement Agreement declared the Employment Agreement and the Consulting Contract terminated as of 5 August 2024.
17. Invoking the Settlement Agreement and relying on the principle of *pacta sunt servanda*, the Club stated that the Player is precluded from claiming amounts under the Employment Agreement, as it was terminated.
18. The Club asserted that Player’s claim of amounts due under the Employment Agreement despite its termination is akin to bad faith conduct and contradicted the principle of *venire contra factum proprium*.
19. The Club therefore restated that the Player should not be granted compensation, and that since no breach of contract occurred the Club cannot be imposed sporting sanctions.
20. The Club’s requests for relief, were the following, quoted *verbatim*:

“

1.To accept the present Answer filed by **GUANGXI PINGGUO HALIAO FOOTBALL CLUB** against the Claim filed by **YACINE BAMMOU**.

2.To decide that the claim filed by **YACINE BAMMOU** against **GUANGXI PINGGUO HALIAO FOOTBALL CLUB** must be rejected in its entirety.

3.To decide that **GUANGXI PINGGUO HALIAO FOOTBALL CLUB** is not liable to pay any amounts to **YACINE BAMMOU** under the Employment Contract.

4.To decide that **GUANGXI PINGGUO HALIAO FOOTBALL CLUB** is not liable to pay any compensation to **YACINE BAMMOU**.

5.To decide that no sanction of any kind should be imposed **GUANGXI PINGGUO HALIAO FOOTBALL CLUB**.

6.To decide that **YACINE BAMMOU** shall pay all the legal and procedural costs.”

c. Unsolicited communication from the Claimant

21. On 1 May 2025, the Player filed an unsolicited communication via the Legal Portal.
22. On the same date, the FIFA general secretariat acknowledged receipt of the above-mentioned correspondence and informed that it was received outside the relevant time limit and that it shall be disregarded as per art. 11, par. 4 of the of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*),

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

23. First of all, the Dispute Resolution Chamber (hereinafter: *the Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 11 March 2025 and submitted for decision on 18 July 2025. Taking into account the wording of art. 31 and 34 of the January 2025 edition of the Procedural Rules the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
24. Furthermore, the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Moroccan player and a Chinese club.
25. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 29 of the Regulations, the July 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

26. The Chamber 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 Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it 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

27. Having established the competence and the applicable regulations, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for assessing the matter at hand.

i. Main legal discussion and considerations

28. The Chamber then moved to the substance of the matter and took note of the fact that the Parties acknowledged that both the Employment Agreement and the Consulting Contract were terminated on 5 August 2024, by virtue of the signature of the Settlement Agreement, on 6 August 2024.
29. The Chamber noted that it is undisputed that the Club failed to perform part of its payment obligations under the Settlement Agreement.
30. However, the Chamber considered that the Parties strongly disputed the amounts claimed by the Player, their contractual basis and the applicable legal framework.
31. Indeed, the Player submitted that since the Club defaulted on its payment obligations under the Settlement Agreement, this contract should be set aside, and he is entitled to claim the residual value of the Employment Agreement as compensation under art. 17 of the Regulations.
32. On the contrary, the Club refuted these allegations, asserting that the Player's reasoning is flawed and that the Employment Agreement was terminated and replaced by the Settlement Agreement. As a result, all obligations between the Parties have been novated and are now governed by the terms of the Settlement Agreement. Accordingly, article 17 of the Regulations cannot be applied to the present case.
33. In this context, the Chamber acknowledged that its task was to assess which agreement was enforceable in the present case, which amount remained outstanding and assess the consequences thereof.
34. The Chamber first noted that the Parties admitted having signed the Settlement Agreement on 6 August 2024. In this consideration, the Chamber recalled the wording of the Settlement Agreement which states, quoted *verbatim*:

" The Parties, after equal negotiation, conclude the following clauses to prematurely terminate the EMPLOYMENT CONTRACT FOR PROFESSIONAL FOOTBALL PLAYER (hereinafter: the CONTRACT) signed by and between the Parties on 1 Jan. 2024:

1. *The CONTRACT is terminated on 5 August 2024*
2. *Party A [the Club] shall pay Party B [the Player] compensation amounting RMB 1.592.025 (in words: one million five hundred ninety two thousand twenty five) after tax, which includes the salary and bonus (if any) before the termination of the CONTRACT payable by Party A to Party B, and the compensation for premature termination of the CONTRACT. In addition. Party A commits to make the balance payment amounting USD 110,000*

(in words: USD one hundred ten thousand, hereinafter: the Service Fee) to Party B's Agent, SHANTOU SEPTMILLE Sports&Culture Ltd, according to the Consulting Service Contract signed by and between Party A and Party B's Agent. Party A can pay the Service fee in RMB at the rate of the payment day."

35. Considering the unequivocal wording of the Settlement Agreement, the Chamber determined that it is undeniable that by virtue of the Parties signature of the Settlement Agreement, the Employment Agreement was terminated, and that the Club also recognized in the Settlement Agreement owing amounts under the Consulting Contract.
36. In that sense, the Chamber considered that the Player's claim for compensation equivalent to the residual value of the Employment Agreement cannot be upheld, as the Employment Agreement was mutually terminated. In this respect, art. 17 of the Regulations governs the consequences of a unilateral termination without just cause. Therefore, in the absence of a unilateral termination, art. 17 of the Regulations is not applicable to the case at hand.
37. In continuation, the Chamber recalled that it remained undisputed that the Club failed to perform its payment obligations under the Settlement Agreement, with the exception of the first instalment due on 31 August 2024 which was paid.
38. Considering the above, the Chamber determined that the Club owed outstanding remuneration under the Settlement Agreement to the Player, namely the instalments due 30 September 2024, 30 November 2024 and 31 January 2025.
39. The Chamber then turned its attention to the amounts that were owed under the Settlement Agreement to the Player's agent, that were initially due under the Consulting Contract entered into between the Player's agent and the Club on 1 January 2024.
40. In assessing whether these amounts constituted outstanding remuneration, the Chamber recalled the wording of paragraph 4 of the Settlement Agreement which states, quoted *verbatim*:

"The aforementioned compensation shall be paid to Party B's bank account in China. The aforementioned Service Fee shall be paid to the bank account of Party B's Agent in China. In the event of non-payment of any of the installments by the due dates, a penalty of 10% of the amount due shall be payable by Party A to Party B, without prior formal notice being served. If Party A fails to pay the Service fee to Party B's Agent, Party B is entitled to claim for the Service fee from Party A directly before FIFA DRC. In addition, if Party B's agent fails to pay the aforesaid USD 110,000 to Party B within 7 working days after receipt of the same amount from Party A. Party B shall also be entitled to claim for such amount from Party A before FIFA DRC"

41. In taking into consideration the content of this paragraph, the Chamber determined that the amounts owed by the Club to the Player's agent were in fact remuneration owed to the Player that were being paid through the agent. In that sense, the Chamber considered these amounts as also being outstanding remuneration owed by the Club to the Player and decided that the Club was liable to pay them.
42. The Chamber observed that as per the terms of the Settlement Agreement RMB 1,061,350 and USD 110,000 remained outstanding.
43. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent is liable to pay to the Player the amounts which were outstanding under the Settlement Agreement i.e. RMB 1,061,350 and USD 110,000.
44. In addition, taking into consideration the Player's request for relief as well as the constant practice of the Football Tribunal in this regard, the Chamber decided to award the Player interest at the rate of 5% p.a. on the outstanding amounts as from 18 July 2025 until the date of effective payment.

ii. Compliance with monetary decisions

45. Finally, taking into account the applicable Regulations, the Chamber 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.
46. In this regard, the DRC 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.
47. Therefore, bearing in mind the above, the DRC decided that the Respondent 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 Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.
48. The Respondent 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.

49. The DRC 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.

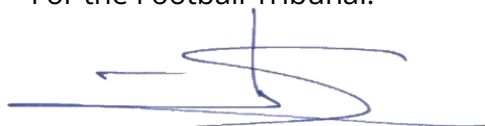
d. Costs

50. The Chamber 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 Chamber decided that no procedural costs were to be imposed on the parties.
51. Likewise, and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation shall be awarded in these proceedings.
52. Lastly, the DRC concluded its 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, Yacine Bammou, is partially accepted.
2. The Respondent, Guangxi Pingguo Haliao Football Club, must pay to the Claimant the following amount(s):
 - **RMB 1,061,350 as outstanding remuneration** plus 5% interest *p.a.* as from 18 July 2025 until the date of effective payment; and
 - **USD 110,000 as outstanding remuneration** plus 5% interest *p.a.* as from 18 July 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

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