

Decision of the FIFA Disciplinary Committee

passed on 23 September 2025

DECISION BY:

Jorge PALACIO (Colombia), Deputy Chairperson

ON THE CASE OF:

Villa Dalmine
(Decision FDD-25339)

REGARDING:

Art. 17.6 of the FIFA Clearing House Regulations – *Payment failure*

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. This case concerns the payment failure of training rewards (namely training compensation) by the Argentinian club, Villa Dalmine (the **Respondent**), in connection with Allocation Statement 1408-02 (**AS**) corresponding to the Electronic Player Passport no. 18162 (**EPP**) for the player Fausto Moroni, bearer of FIFA ID 11T8R18 (the **Player**) and his transfer to the Respondent.
3. On 26 October 2023, the FIFA Clearing House Department wrote to the Respondent and formally notified it of its failure to comply with the procedural requirements associated with the AS and EPP for the Player. This non-compliance pertained specifically to the Respondent's refusal to accept the stipulated terms and conditions, thereby triggering a failed compliance evaluation under Article 15 of the FIFA Clearing House Regulations (**FCHR**). In such occasion, the Respondent was advised that pursuant to Articles 16(1)(d) and 17 of the FCHR, the matter had been escalated to the FIFA Disciplinary Committee for adjudication in that the FCHR mandated that successful completion of the compliance evaluation was a prerequisite for processing transactions via the FIFA Clearing House SAS (**FCH**). Consequently, absent voluntary rectification, the case was scheduled to be automatically referred to the Disciplinary Committee on 26 April 2024.
4. Furthermore, in accordance with Article 16(1)(f) FCHR, and as an interim measure, the Respondent was instructed to remit the training compensation directly to the respective training clubs. The total amount due was USD 12,000.00, to be distributed as follows: USD 1,808.22 to BOCA JUNIORS (Argentina), USD 8,712.33 to PAOLANA (Italy), and USD 1,479.45 to BRUTIAM COSENZA (Italy). The Respondent had been required to liaise with the relevant parties to obtain banking details and submit proof of payment no later than 26 November 2023. It was noted that the clubs CA Tigre and Chacarita Juniors had also failed their compliance evaluations and were therefore excluded from the payment process momentarily.
5. On 3 November 2023, in light of the foregoing, the FIFA Disciplinary Committee issued a decision in respect of the Respondent in the case ref. FDD-16452 and decided as follows:

"1. The Respondent, Villa Dalmine, is issued with a reprimand for having failed a First Compliance Assessment.

2. The Respondent is ordered to pay a levy of 2.5% of the calculated training rewards due to the training club(s) (i.e. 2.5% of USD 176,191.51) through the FIFA Clearing House."

6. Additionally, on 29 January 2024, the FIFA Disciplinary Committee issued a decision in respect of the Respondent in the case ref. FDD-17282 and decided as follows:

"1. The Respondent, Villa Dalmine, is ordered to pay a fine to the amount of CHF 2,000 for having failed to pay in full the amount of USD 12,000 requested by the FIFA Clearing House.

2. The Respondent is banned from registering any new players, either nationally or internationally, as from notification of the present decision until the aforementioned amount requested by the FIFA Clearing House has been paid in full.

3. The fine is to be paid within 30 days of notification of the present decision."

7. On 2 February 2024, the registration ban imposed on the Respondent was lifted since the amounts due had been paid.
8. On 24 June 2025, the FIFA Clearing House SAS (**FCH**) sent a payment notification to Villa Dalmine (the **Respondent**) with reference PN25006668 for 92,587.26 USD concerning the Training compensation due in connection with Allocation Statement 1408-02 corresponding to the EPP for the Player. In particular, said notification concerned the clubs, CA Tigre, entitled to 92,542.05 USD and CA Boca Juniors, entitled to 45.21 USD.
9. Since no payment was made by the Respondent, a second payment notification was issued by the FCH to the Respondent on 28 July 2025 for the same amount indicated above plus a dunning fee for a total of 94,901.94 USD (the **Payment Notification**).
10. Based on the above and in accordance with art. 55 of the FIFA Disciplinary Code (**FDC**) as read together with art. 17 of the FIFA Clearing House Regulations (**FCHR**) the matter was referred to the Secretariat to the FIFA Disciplinary Committee (the **Secretariat**), which informed the Respondent of the following on 17 September 2025:

"We refer to the above-mentioned matter as well as to the investigation conducted by FIFA. In this context, all the relevant information and documents constituting the case file are available in the FIFA Legal Portal for your perusal.

*In particular, in accordance with art. 55 of the FIFA Disciplinary Code, edition 2025 (**FDC**) as read together with art. 13 paragraph 5 and art. 17 of the FIFA Clearing House Regulations (**FCHR**), we confirm that the present matter has been escalated to the Secretariat of the FIFA Disciplinary Committee and will be referred to the FIFA Disciplinary Committee in due course for consideration and a formal decision in relation to the potential breach of the FCHR by your club.*

*In this respect, the Respondent is invited to **provide the Secretariat to the FIFA Disciplinary Committee with its position, within three days of the notification** of this communication at the latest exclusively via the FIFA Legal Portal (cf. art. 48 FDC).*

Should the aforementioned party fail to submit its position within the stipulated deadline, the FIFA Disciplinary Committee will decide on the case using the file in its possession (cf. art. 12 par. 5 of the FDC).

*For the sake of completeness, please be reminded that pursuant to the FCHR, there might be additional obligations that the Respondent might have to undertake **that are independent of these disciplinary proceedings.***

11. The Respondent timely submitted its position, which can be summarized as follows.

- The Respondent contests the alleged breach of the FFCHR concerning the payment of training compensation under Allocation Statement 1408-02 and EPP 18162. It maintains that no default occurred, asserting full compliance with the instructions issued by FIFA on 26 October 2023. Specifically, the Respondent was directed to remit payments directly to the eligible training clubs, excluding CA Tigre and Chacarita Juniors, who had failed the compliance assessment and were therefore ineligible to receive compensation at that time. The Respondent affirms that all payments were duly executed and substantiated with proof, in accordance with FIFA's directive.
- In support of its position, the Respondent further submits that it subsequently obtained formal waivers from CA Tigre and Chacarita Juniors, relinquishing their respective claims to training compensation for the Player. These waivers, however, could not be submitted during the EPP review phase due to procedural constraints arising from the transitional restructuring of the Clearing House system. The Respondent contends that it acted in good faith by submitting the waivers at the earliest feasible opportunity and argues that their rejection on procedural grounds is inequitable, particularly in light of the direct payment mechanism implemented under FIFA's supervision.
- Upon the reopening of Allocation Statement 1408-02 in June 2025, the Respondent received a renewed payment order but was not afforded the opportunity to present the previously obtained waivers. Despite multiple attempts to submit them through official channels, FIFA declined to accept the waivers, citing procedural limitations that required their submission during the initial EPP review. The Respondent challenges this procedural rigidity, emphasizing that the regulatory framework at the time was undergoing significant transformation, including the migration of claims from the TMS to the FCH. It asserts that the evolving nature of the process, coupled with the direct payment mechanism, warrants a flexible interpretation of procedural requirements. The Respondent insists that the substantive rights at stake and its demonstrable good faith efforts should prevail over strict procedural formalism.

- From a legal standpoint, the Respondent argues that a waiver cannot be executed over a right that has not yet accrued. Since CA Tigre and Chacarita Juniors had not acquired a vested right to compensation at the time of the initial notification—due to their failure to pass the compliance assessment—the waivers should be deemed valid upon the subsequent accrual of such rights. To hold otherwise would contravene established legal principles, as waivers are only operative over existing entitlements.
 - In conclusion, the Respondent respectfully requests that the Disciplinary Committee recognize the validity of the waivers, acknowledge the fulfillment of all payment obligations, and dismiss the disciplinary proceedings. It further submits that any sanction predicated solely on procedural technicalities would result in disproportionate economic harm and would be contrary to principles of law and equity.
12. On 23 September 2025, the Committee decided on the matter. The decision was notified to the Respondent with grounds on the same date.

II. Considerations of the Disciplinary Committee

13. In view of the circumstances of the present matter, the Committee decided to first address the procedural aspects, namely, its jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible breaches of the FCHR and/or FDC by the Respondent as well as the potential sanctions, if applicable, resulting therefrom.

a. Jurisdiction and applicable law

14. First of all, the Committee noted that at no point during the present proceedings did the Respondent challenge its jurisdiction or the applicability of the FIFA Disciplinary Code. At the same time, the Committee confirmed the matter can be adjudicated by a single judge in line with art. 57 FDC.
15. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasise that, in view of the allegations at stake and on the basis of art. 56 FDC as read together with arts. 16.1. d) and 17.2 FCHR, it is competent to evaluate the present case and to impose sanctions in case of corresponding violations.
16. In order to duly assess the matter, the Committee noted that the present case related to a potential violation of the FCHR. In this regard, the Committee deemed it relevant to recall that in accordance with art. 1.3 FCHR read in conjunction with art. 3.1 FCHR, the FCH is a separate entity from FIFA and was established to act as an intermediary in payments deriving from the football transfer system, especially for the payment of training rewards that fall due pursuant to the Regulation on the Status and Transfer of Players (**RSTP**) and performs all required compliance assessments in their execution.

17. In particular, the Committee underlined that the payment process represents a crucial component of the distribution of training rewards in accordance with FCHR, as outlined in its article 13. Subsequent to the completion of a Compliance Assessment by the new club and any training clubs involved, and the subsequent finalization and binding of the relevant Electronic Player Passport (EPP) and Allocation Statement, the FCH will issue a payment notification to the new club. This notification specifies the total amount that is owed.
18. Upon receipt of the payment notification, the new club is obliged to remit the specified amount within a period of 30 days (this payment must include all applicable bank fees, thus ensuring that the FCH receives the entire amount per the payment notification). If the new club is unable to remit the total sum by the stipulated deadline, a levy of 2.5% of the outstanding amount will be applied in favour of each training club *in lieu* of interest for late payment. Subsequently, the new club will be granted an additional seven days to settle the outstanding balance in full. This extension represents the final opportunity for the new club to fulfil its financial obligations.
19. In the event that the new club is unable to fulfil its financial obligations by the extended deadline, it shall be subject to disciplinary proceedings in accordance with article 17 of the FCHR – which is precisely what took place in these proceedings. To this effect, the Committee deemed important to outline the contents of article 13.5 FCHR: *“A new club that fails to pay the requested amount in full by the further deadline (...) shall be subject to disciplinary proceedings in accordance with article 17”*.
20. In sum, the Committee understood that in view of the above provisions, it is not in a position to review or modify any aspect of the process outline above regarding the payment failure but has as sole task to apply the sanctions provided for in art. 17 FCHR.

b. Merits of the case

21. Having clarified the above, the Committee observed that, according to the information and evidence at its disposal, the FCH issued the Payment Notification to the Respondent regarding the Training compensation due in connection with Allocation Statement 1408-02 corresponding to the EPP 18162, yet no payment was made by the Respondent – something which stood uncontested in these proceedings.
22. The Committee has considered the submissions made by the Respondent regarding the alleged waivers obtained from CA Tigre and Chacarita Juniors (while noting that payments to the latter are not in dispute in these proceedings), and the Respondent's assertion that these waivers should exempt it from the obligation to pay training compensation under Allocation Statement 1408-02 and EPP 18162. Nevertheless, the Committee emphasized that the Respondent's position cannot be upheld.
23. In accordance with Article 10(5) of the FCHR, both the electronic player passport and the allocation statement attain final and binding status if not challenged. The Respondent did not challenge the AS through the appropriate legal avenue, namely an appeal to the Court of

Arbitration for Sport (CAS), within the prescribed timeframe. Consequently, the Committee lacks the authority to re-examine or re-evaluate the contents of the AS or the EPP. Moreover, it is not permitted to consider post-facto evidence or waivers that were not presented during the EPP review phase.

24. The Committee deems that the Respondent's reliance on the alleged waivers is therefore misplaced. It is evident that the aforementioned documents, even if they are deemed to be valid, are unable to supersede the binding nature of the AS. This is due to the fact that the AS constitutes a formal determination of the training compensation that is owed. The regulatory framework under scrutiny, namely the FCHR, does not permit the Committee to substitute or disregard the obligations established therein based on subsequent private arrangements, particularly where no appeal was lodged against the AS.
25. Furthermore, the argument advanced by the Respondent that waivers should be deemed valid upon the eventual accrual of rights is legally flawed. The AS is indicative of the definitive allocation of compensation based on the final EPP, and the waiving of rights must be presented and assessed within the procedural confines of the EPP review. The failure to do so cannot be remedied retroactively, especially in light of the decision of the Respondent not to pursue CAS proceedings.
26. In view of the aforementioned, the Committee concludes that the Respondent's failure to comply with the payment obligations set out in the AS constitutes a breach of the FCHR. The invocation of waivers obtained outside the procedural framework does not absolve the Respondent of its responsibilities, nor does it mitigate the breach.
27. It follows that the Respondent has breached art. 13 FCHR by not paying the Training compensation and administrative levy as indicated in the Payment Notification issued by the FCH.
28. Therefore, since the violations of the FCHR by the Respondent had been established, the Committee subsequently turned its attention to art. 17 FCHR and the relevant sanction(s) to be imposed for infringing art. 13 FCHR.

c. Determination of the sanction

29. With regard to the applicable sanctions, the Committee observed in the first place that the Respondent is a legal person, and as such was subject to the sanctions described under art. 6.1 and 6.3 FDC.
30. Notwithstanding the above, the Committee observed that the FCHR provides for specific consequences and sanctions depending on whether the club in question failed to make the proper payment. In particular, art. 17.6 FCHR reads as follows, and leaves a small margin of discretion only to the Committee:

“17.6 The sanction for a club that fails to pay the amount requested in accordance with article 13 or article 16 paragraph 1 f) shall be:

a) a fine; and

b) a ban on registering any new players, either nationally or internationally. The registration ban shall be lifted once the amount has been paid in full.”

31. For the sake of good order, the Committee underlined that it is responsible to determine the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances (art. 25.1 FDC).
32. As it was established above, the Respondent was found responsible of having infringed art. 13 FCHR. In view of the foregoing, consistently with art. 17.7 FCHR, the Committee decided to impose the following sanctions:
 - a. A fine of CHF 10,000.
 - b. A ban from registering new players, either nationally or internationally, until the complete amount due is paid in accordance with the FCHR and the directives of the FCH.
33. In particular, the Committee considered the amount of the fine proportionate to the offence committed as well as to the amount at stake.
34. In this vein, the Committee outlined that the Respondent is granted a final deadline of thirty (30) days as from notification of the present decision in which to pay the fine. 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 measures may be imposed by the FIFA Disciplinary Committee.
35. With regards to the registration ban, it will be implemented automatically and immediately at national and international level by the Respondent's member 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 this respect, the Committee reminded the Respondent's member 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.
36. By the same token, the Committee confirmed that the Respondent shall only be able to register new players, either nationally or internationally, once the amount requested in accordance with art. 13 or art. 16 par. 1 f) of the FCHR has been paid in full. In particular, the Respondent may not make use of the exception and the provisional measures stipulated in art. 6 of the RSTP in order to register players at an earlier stage. The Committee further referred to FIFA Circular no. 1843 concerning the scope of application of a registration ban.

37. 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 club Villa Dalmine (the **Respondent**) is found responsible for failing to pay the amounts indicated by the FIFA Clearing House SAS (FCH) in their Payment Notification (PN25006668) on 28 July 2025.
2. The Respondent is ordered to pay the amount of 94,901.94 USD as Training compensation and administrative levy as indicated in the abovementioned Payment Notification, which shall be paid in accordance with the FIFA Clearing House Regulations and the directives of the FCH.
3. The Respondent is banned from registering new players, either nationally or internationally, until the complete amount due is paid in accordance with point 2 above.
4. The Respondent shall pay a fine to FIFA in the amount of CHF 10,000. The Respondent is granted a final deadline of thirty (30) days as from notification of the present decision in which to pay the fine. 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 measures may be imposed by the FIFA Disciplinary Committee.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Jorge Ivan PALACIO (Colombia)

Deputy Chairperson of the FIFA Disciplinary Committee

NOTE RELATING TO THE LEGAL ACTION:

This decision can be contested directly before the Court of Arbitration for Sport (art. 58 (1) of the FIFA Statutes read together with arts. 52 and 61 of the FDC). 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 FINE:

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to the abovementioned case number.

NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:

The payment of the amount mentioned in the decision is to be made to the FIFA Clearing House in accordance with the instructions already received by the Respondent directly from the FIFA Clearing House. The Respondent is directed to notify the FIFA Clearing House and the Secretariat of the FIFA Disciplinary Committee of every payment made and to provide the relevant proof of payment.

NOTE RELATING TO THE REGISTRATION BAN:

The registration ban mentioned in the present decision will be implemented automatically and immediately at national and international level by the Respondent's member 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 this respect, the Respondent's member 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 Respondent shall only be able to register new players, either nationally or internationally, once the amount requested in accordance with art. 13 or art. 16 par. 1 f) of the FIFA Clearing House Regulations has been paid in full. 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.

For more information on the registration ban as well as on the scope of said disciplinary measure, reference is made to [FIFA circular no. 1843](#).