

# Decision of the FIFA Disciplinary Committee

passed on 19 December 2025

## DECISION BY:

**Robert HADAD (Trinidad and Tobago), Single Judge**

## ON THE CASE OF:

**Giuliano GALOPPO**  
(Decision FDD-25891)

## REGARDING:

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

## I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the presiding member of the FIFA Disciplinary Committee (the **Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. The parties to these proceedings are the following:
  - a. Leandro Nicolas Escudero, an Agent from Argentina (the **Claimant** or the **Creditor**);
  - b. Giuliano GALOPPO, a Player from Argentina (the **Respondent** or the **Debtor**).
3. On 11 August 2025, the Court of Arbitration of Sport issued a decision in the matter TAS 2023/O/10184 and accordingly ordered the Respondent to pay the following to the Claimant (the **Decision**):
  - a) ARS 360,000 plus interest at the rate of 12% p.a. as from 11 March 2021 until the date of effective payment.
  - b) ARS 4,477,000 plus interest at the rate of 12% p.a. as from 26 March 2022 until the date of effective payment.
  - c) USD 530,000 plus interest at the rate of 12% p.a. as from 6 August 2022 until the date of effective payment.
  - d) CHF 5,000.
4. The Decision is final and binding.
5. On 03 November 2025, as the outstanding amounts due to the Creditor were not paid per the Decision, the latter requested the initiation of disciplinary proceedings against the Debtor. In doing so, the Claimant articulated the following:
  - The Claimant's principal contention is that the Respondent has willfully disregarded the Decision, which ordered the Respondent to pay significant sums to the Claimant. The Claimant emphasizes that the Decision is final and enforceable, as no appeal or challenge was lodged, and that the Respondent was duly notified and provided with banking details on 28 October 2025 yet has failed to discharge his monetary obligations. This omission, according to the Claimant, constitutes a clear violation of Article 21 of the FIFA Disciplinary Code.
  - To establish jurisdiction, the Claimant invokes the 2019 amendment to the FIFA Disciplinary Code, which expressly empowers the FIFA Disciplinary Committee to enforce CAS decisions. The Claimant further asserts his standing by demonstrating possession of a valid FIFA Agent License, thereby satisfying the formal prerequisites for initiating disciplinary proceedings under Article 21(2) of the Code.
  - As to the relief sought, the Claimant petitions the Committee to declare its competence and to commence disciplinary proceedings against the Respondent. He requests the imposition of an exemplary fine for the violation, the granting of a final and definitive 30-day grace period for voluntary compliance, and, in the event of continued default, the automatic application of a prohibition on engaging in football-related activities at both national and international levels until full satisfaction of the debt, without the need for further formalities. Additionally, the Claimant reserves the right to seek further pecuniary sanctions should the Respondent persist in his contumacious conduct.

6. In light of the foregoing, the secretariat to the FIFA Disciplinary Committee (hereinafter: the **Secretariat**) opened disciplinary proceedings against the Respondent on 04 December 2025.
7. In this context, a proposal was issued by the Secretariat in line with art. 58, FIFA Disciplinary Code (**FDC**).
8. On 8 December 2025, the Respondent rejected the Proposal and submitted its position, which can be summarized as follows:
  - The Respondent argues that the Decision is not final nor susceptible to execution because a formal request for clarification under Article 63 of the CAS Arbitration Rules, filed on 23 September 2025, remains unresolved. According to the Respondent, the pendency of this clarification request precludes the Decision from acquiring the status of *res judicata* and, consequently, renders any enforcement attempt premature and unlawful. He asserts that any act of execution in these circumstances would constitute a violation of the fundamental right to defense and the principle of congruence inherent in arbitral adjudication.
  - Further, the Respondent contends that the Decision suffers from manifest incongruities and internal contradictions. He highlights that the arbitral tribunal erroneously concluded that the Respondent accepted all claims except those related to contracts with São Paulo FC, a finding he characterizes as demonstrably false and indicative of a lack of diligence by the sole arbitrator. The Respondent underscores that documentary and testimonial evidence presented during the proceedings established that the Claimant had expressly waived any entitlement to commissions arising from contracts executed in Argentina, and that the contractual threshold of USD 10,000 in monthly earnings—necessary to trigger commission payments—was never met during the Respondent’s tenure in Argentina. Moreover, the Respondent points to the Claimant’s failure to issue invoices as required under clause 4.4 of the representation agreement, which, in his view, negates the enforceability of the amounts awarded.
  - The Respondent also challenges the award of USD 500,000, arguing that such payment was contingent upon the Respondent receiving USD 5,000,000 from São Paulo FC—a condition that was never fulfilled due to the early termination of the contract and subsequent transfer to River Plate. He asserts that the arbitrator’s disregard of these facts, coupled with the unexplained imposition of interest despite the absence of invoice issuance, evidences a lack of clarity and renders the Decision manifestly defective.
  - As for relief, the Respondent petitions Committee to: (i) acknowledge his appearance in due time and form; (ii) suspend all peremptory deadlines until the clarification request is resolved; (iii) order CAS to transmit the complete case file or, alternatively, compel CAS to adjudicate the pending clarification; and (iv) declare the Decision unenforceable on the grounds that it is neither final nor enforceable.
  - The Respondent concludes by invoking the Committee’s role as an execution tribunal, emphasizing that under Swiss law, enforcement may only proceed where an award is definitive, unambiguous, and free of pending remedies—criteria he asserts are not met in the present case.

9. On 8 December 2025, the Secretariat requested the Claimant to file any comments in respect of the Respondent's position within 5 days, which it timely did, as follows:
- The Claimant asserts that the Respondent's argument regarding the alleged pendency of a clarification request is manifestly unfounded. He emphasizes that the CAS has already ruled twice on such submissions, unequivocally rejecting them. In particular, the Claimant cites official communications from CAS dated 13 August 2025 and 23 September 2025, wherein the CAS confirmed that the Decision is "definitive and binding upon the parties" and clarified that the applicable rules do not contemplate any form of review or reopening of the proceedings. These letters, annexed to the rejoinder, demonstrate that the Respondent's attempts to seek clarification or revision were dismissed in limine for being procedurally inadmissible. Consequently, the Claimant argues that no remedy remains pending and that the arbitral process is conclusively closed, rendering the Decision fully enforceable.
  - The Claimant further contends that the Respondent's effort to impugn the substantive reasoning of the Decision, by alleging incongruities or evidentiary misapprehensions, constitutes an improper attempt to reopen issues definitively adjudicated by the CAS. He underscores that such arguments were repeatedly raised and dismissed during the arbitral proceedings and that the FIFA Disciplinary Committee lacks jurisdiction to review the merits of a CAS award. Its mandate, he argues, is confined to verifying the existence of a final and binding decision, not to reassess its content. The Claimant characterizes the Respondent's conduct as a dilatory tactic contrary to the principle of procedural good faith, aimed at obstructing the disciplinary process and evading compliance with binding obligations.
  - In light of these considerations, the Claimant petitions the Committee to: (i) reject the Respondent's submission in its entirety as manifestly inadmissible; (ii) acknowledge that the Decision is final, definitive, and fully executable, as confirmed by CAS communications; and (iii) proceed with the disciplinary process and issue the appropriate resolution in view of the Respondent's established non-compliance.
10. The case was referred to the Committee for consideration on 19 December 2025. The operative part of the decision was communicated to the parties on 8 January 2026. The Respondent subsequently requested the grounds of the decision within the time limit set forth under art. 54 FDC.

## **II. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE**

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

### **A. Jurisdiction of the FIFA Disciplinary Committee**

12. First of all, the Committee noted that during the present proceedings, the Respondent has not challenged the jurisdiction of the FIFA Disciplinary Committee to enforce the Settlement Agreement.

13. Notwithstanding the above and for the sake of good order, the Committee found it worthwhile to emphasize that, on the basis of arts. 56 and 57 FDC, it was competent to evaluate the present case and to impose sanctions in case of corresponding violations.
14. Furthermore, the Committee likewise underlined that on the basis of art. 45.2 of the FIFA Statutes, the Committee may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.
15. Moreover, for the sake of good order, the Committee further emphasised that in line with art. 57(1) FDC, cases involving matters under art. 21 FDC may be decided by one member of the Disciplinary Committee alone, as in the present case.
16. As a result of the foregoing, the Committee confirmed that it was competent to assess the present matter.

## **B. Applicable legal framework**

17. With regard to the matter at hand, the Committee pointed out that the disciplinary offense, i.e. the Respondent's potential failure to comply with its financial obligation towards the Claimant under the Settlement Agreement, was committed after the entry into force of the 2025 edition of the FDC. In this respect, the Committee deemed that the merits as well as the procedural aspects of the present case should fall under the 2025 edition of the FDC.
18. Having established the above, the Committee wished to recall the content and scope of art. 21 FDC in order to duly assess the case at hand:

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

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

- e) *in the case of member associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, additional disciplinary measures may be imposed;*
- f) *in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.*

[...]

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

## **C. Merits of the dispute**

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

22. As a starting point, the Committee observed that the present disciplinary proceedings referred to a potential failure of the Respondent to comply with the Settlement Agreement, by means of which the Respondent had been *inter alia* ordered to pay to the Claimant the amount(s) as outlined above.
23. Additionally, the Respondent has not challenged the Committee's jurisdiction to address the matter at hand or the applicability of the FDC. Notwithstanding, art. 21(1) FDC establishes that any party that fails to comply with a settlement agreement in relation to a financial decision – whether issued by FIFA bodies or CAS – will be sanctioned.
24. In these circumstances, the Committee observed that in line with the evidence on file, the CAS has unequivocally confirmed the definitive and binding character of the Decision. In its official communication dated 13 August 2025, the CAS expressly stated that the award notified by its Secretariat "is definitive and binding upon the parties," pursuant to Article R46 of the CAS Code. Furthermore, in a subsequent letter dated 23 September 2025, the CAS reiterated that the Respondent's request for clarification constituted an impermissible attempt to seek a substantive review of the award, which is not contemplated under the applicable rules. The CAS categorically rejected the request, emphasizing that no procedural mechanism exists for reopening or revising the award. These communications, which form part of the record, conclusively establish that the Decision is final, enforceable, and devoid of any pending remedies.
25. On this note, the Committee deems that the Respondent's assertions regarding alleged incongruities or evidentiary misapprehensions in the Decision are irrelevant to the present disciplinary proceedings. The Committee is not vested with jurisdiction to review the merits of a CAS award; its mandate is strictly limited to ensuring compliance with decisions that are final and binding. Any attempt to transform this Committee into a forum for substantive review constitutes a procedural deviation incompatible with the contents of art. 21 FDC. The Respondent's arguments have already been

examined and definitively dismissed by the CAS during the arbitral process and in subsequent correspondence. Reiterating these claims before this Committee amounts to a mere dilatory tactic.

26. In light of the foregoing, the Committee finds that the Respondent's allegations lack legal merit and should be rejected in their entirety. The Decision rendered by the CAS is final, binding, and fully executable, and the Respondent shall be sanctioned for failing to comply with the same.
27. In view of the above, the Committee had no other choice but to conclude that the Respondent had failed to pay to the Claimant the outstanding amounts and remuneration due to it in accordance with the Decision and it was therefore in breach of art. 21 FDC, justifying the imposition of disciplinary sanctions.

## II. The determination of the sanction(s)

28. As a preliminary remark, the Committee emphasized that the Respondent unlawfully withheld the amounts from the Claimant.
29. With regard to the applicable sanctions, the Committee observed in the first place that the Respondent is a natural person, and as such is subject to the sanctions described under arts. 6.1 and 6.2 FDC.
30. Notwithstanding the above, the Committee recalled that art. 21 FDC foresees specific sanctions for anyone who fails to pay another person a sum of money in full or in part, even though instructed to do so in a settlement agreement related to a decision by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision, in so far that the latter:
- (i) may be fined and receive any pertinent additional disciplinary measure (lit. a);
  - (ii) will be granted a final deadline in which to pay the amount(s) due (lit. b);
  - (iii) (in the case of natural persons, as *in casu*) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed. (lit. f).
31. Consistently with the above, and with respect to the fine that may be imposed, the Committee underlined that, in line with art. 6(4) FDC, it shall, in general, range between CHF 100 and CHF 1,000,000. In this respect, the Committee pointed out that Annexe 1 FDC provides a list of specific disciplinary measures which may be taken into consideration in case of failure to respect financial decisions. AS such, after analysing the circumstances pertaining to the present case, whilst taking into account the outstanding amounts in light of Annexe 1 FDC, the Committee decided to impose a fine of CHF 5,000 on the Respondent.
32. Consequently, in application of art. 21(1)(b) FDC, the Committee granted a final deadline of 30 days to the Respondent in order to pay the amounts due to the Claimant.
33. Equally, and consistently with art. 21(1)(f) FDC, the Respondent is hereby warned and notified that, in the case of default within the period stipulated, a bn on any football-related activity will be automatically imposed until the complete amount due is paid and for a maximum duration of 6 months.

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

## Decision

- 1. The Respondent, Giuliano GALOPPO, is found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 11 August 2025 (Ref. TAS 2023/O/10184).**
- 2. The Respondent shall pay to the Creditor, Leandro Nicolas Escudero, as follows:**
  - a) ARS 360,000 plus interest at the rate of 12% p.a. as from 11 March 2021 until the date of effective payment.**
  - b) ARS 4,477,000 plus interest at the rate of 12% p.a. as from 26 March 2022 until the date of effective payment.**
  - c) USD 530,000 plus interest at the rate of 12% p.a. as from 6 August 2022 until the date of effective payment.**
  - d) CHF 5,000.**
- 3. The Respondent is granted a final deadline of 30 days as from the present decision in which to pay the amount(s) due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full within the period stipulated, upon request of the Creditor, a ban on any football-related activity will be imposed on the Respondent for a maximum period of six (6) months and until the amounts due are paid.**
- 4. The Respondent is fined CHF 5,000. The fine shall be paid to FIFA within 30 days of notification of this decision.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION

*Robert Hadad*

**Robert HADAD (Trinidad and Tobago)**

Member of the FIFA Disciplinary Committee

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### **NOTE RELATING TO LEGAL ACTION:**

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

### **NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:**

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

### **NOTE RELATING TO THE REGISTRATION BAN:**

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

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

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

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

### **NOTE RELATING TO THE PAYMENT OF THE FINE:**

Payment can be made to FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION 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.