

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 26 October 2006,

in the following composition:

Slim Aloulou (Tunisia), Chairman

Mario Gallavotti (Italy), Member

Peter Friend (Australia), Member

Gerardo Movilla (Spain), Member

Joaquim Evangelista (Portugal), Member

on the claim presented by

the club, A, xxx,

as Claimant

against

the player, B, xxx,

as Respondent

regarding a contractual dispute arisen between the parties

I. Facts of the case

1. On 19 November 2005 the xxx club, A (hereinafter: the Claimant) and the xxx player, B (hereinafter: the Respondent), born on 25 July 1986, appear to have signed an employment contract, valid from 15 January 2006 until 14 January 2011, drawn up in xxx language. A second version of the relevant contract, a translation into xxx, was not signed by the parties to the contract.
2. On 20 December 2005 the requested work permit for the Respondent was issued by the Employment Centre of xxx in favour of the Claimant.
3. On 15 January 2006 an application form for registering foreign players with the xxx Football Federation was signed by both the Respondent and the Claimant.
4. On 20 January 2006 the Respondent signed a memorandum of agreement with the xxx club, C, which contains the relevant conditions for a future employment relationship of three years.
5. On 25 January 2006 the International Transfer Certificate (ITC) for the Respondent was issued by the xxx Football Federation in favour of the xxx Football Federation upon the latter's request of 20 January 2006.
6. On 27 July 2006 the Claimant submitted a claim with FIFA against the Respondent requesting him to immediately reassume duties with the Claimant on the basis of the employment contract allegedly signed on 19 November 2005.
7. In response thereto, both the Respondent and the xxx club, C, for which allegedly the player is currently playing, contested the existence of an employment contract between the Respondent and the Claimant. In particular, they both claimed that the Respondent had never signed an employment contract with the Claimant, at least not consciously. In this respect, the Respondent confirmed that he had been to xxx for trials and that on that occasion he had signed some papers written in xxx, a language that he apparently does not know.
8. Following the Respondent's comments, upon FIFA's request the Claimant provided the original copy of the relevant employment contract.

9. In its replica, the Claimant emphasised in particular that every word of the relevant employment contract drawn up in xxx had been translated to the Respondent by his agent. Therefore, the Claimant insisted that the relevant employment contract with the Respondent was valid.
10. In his duplica, the Respondent basically reiterated his previous position maintaining that he had been to xxx for trials with the Claimant from 4 until 23 November 2005, and subsequently, had returned to the xxx without having signed any contract with the Claimant. Furthermore, he confirmed that he had signed a contract with the xxx club, C. As a consequence, the Respondent requested the intervention of FIFA in order for the ITC issued by the xxx Football Federation in favour of the xxx Football Federation to be annulled and to be remitted instead to the xxx Football Association in order for the Respondent to be registered for its affiliated club, C.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (DRC) had to analyse whether it was competent to deal with the matter at stake. In this respect, it referred to art. 18 par. 2 and 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber. The present matter was submitted to FIFA on 27 July 2006, as a consequence the DRC concluded that the revised Rules Governing Procedures (edition 2005) on matters pending before the decision making bodies of FIFA are applicable on the matter at hand.
2. With regard to the competence of the DRC, art. 3 par. 1 of the above-mentioned Rules states that the DRC shall examine its jurisdiction in the light of articles 22 to 24 of the current version of the Regulations for the Status and Transfer of Players (edition 2005). In accordance with art. 24 par. 1 in connection with art. 22 b) of the aforementioned Regulations, the DRC shall adjudicate on employment-related disputes between a club and a player that have an international dimension.
3. As a consequence, the DRC is the competent body to decide on the present litigation involving a xxx club and an xxx player regarding a dispute in connection with an employment contract.

4. Subsequently, the DRC analyzed which edition of the Regulations for the Status and Transfer of Players should be applicable as to the substance of the matter. In this respect, the Chamber referred, on the one hand, to art. 26 par. 1 and 2 of the Regulations for the Status and Transfer of Players (edition 2005) and, on the other hand, to the fact that the relevant contract at the basis of the present dispute was apparently signed on 19 November 2005, and the claim was lodged at FIFA on 27 July 2006. In view of the aforementioned, the DRC concluded that the current FIFA Regulations for the Status and Transfers of Players (edition 2005, hereinafter; the Regulations) are applicable on the case at hand as to the substance.
5. Entering into the substance of the matter, the DRC deemed that first and foremost it had to focus on the question whether the employment contract apparently concluded between the Claimant and the Respondent dated 19 November 2005, with a duration from 15 January 2006 until 14 January 2011, was to be considered valid and, therefore, legally binding for the Respondent or not.
6. In this respect, the DRC took into account that, on the one hand, the Respondent contested having ever signed an employment contract with the Claimant, at least not consciously, but that, on the other hand, he confirmed having been to xxx for trials and, on this occasion, having signed some papers written in xxx, a language that he apparently does not know.
7. In this respect, the DRC emphasised that a party signing a document of legal importance without knowledge of its precise contents, as a general rule, does so on its own responsibility. As a consequence, the DRC was of the opinion that the fact that the Respondent might not have understood the contents of the relevant document he signed during his stay in xxx for language reasons, was irrelevant with regard to the question whether a valid employment contract had been concluded between the parties.
8. In continuation, the DRC acknowledged that upon request of FIFA the Claimant had, without delay, provided the original signed copy of the relevant employment contract. To that regard, the DRC stressed that the Respondent had never contested the authenticity of his signature on the relevant document.

9. The DRC recalled that all the documentation remitted shall be considered with free discretion. Therefore, on the basis of its aforementioned considerations (cf. point II.8. above) and having compared the Respondent's signature on the original version of the contract with the one on other documents of the file such as the memorandum of agreement the Respondent concluded with the xxx club, C, dated 20 January 2006, and the application form for registering foreign players with the xxx Football Federation, dated 15 January 2006, the DRC concluded that it had no reason to doubt on the authenticity of the Respondent's signature on the relevant contract.
10. In this respect, the DRC stressed that the Respondent had confirmed having been at the Claimant's from 4 until 23 November 2005, thus in the period the contract was signed (19 November 2005). Equally, the Respondent had acknowledged that he had actually signed some documents.
11. In this regard, the DRC noted also that on request of the xxx Football Federation on 25 January 2006 the ITC for the Respondent was issued by the xxx Football Federation in favour of the xxx Football Federation on the basis of the employment contract signed between the Claimant and the Respondent. Furthermore, the DRC acknowledged the negative response of the xxx Football Federation on 31 August 2006 to an ITC request for the Respondent in favour of the xxx Football Association based on the fact that the Respondent was registered with the xxx Football Federation.
12. Moreover, the DRC took note that on 20 December 2005 the work permit for the Respondent was issued by the Employment Centre of xxx in favour of the Claimant. Also, the parties signed the application form for registering foreign players with the xxx Football Federation on 15 January 2006.
13. In view of all of the above, the DRC came to the conclusion that a valid and legally binding employment contract was concluded between the parties on 19 November 2005. Therefore, the DRC stated that the Respondent had to respect this contract and to fulfill his contractual obligations towards the Claimant.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, A, is accepted.
2. It is established that there is a valid contractual relationship between the Claimant, A, and the Respondent, B.
3. According to art. 60 par. 1 of the FIFA Statutes this decision may be appealed before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receiving notification of this decision and has to contain all elements in accordance with point 2 of the directives issued by the CAS, copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for the filing of the statement of appeal, the appellant shall file with the CAS a brief stating the facts and legal arguments giving rise to the appeal (cf. point 4 of the directives).

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For the Dispute Resolution Chamber:

Urs Linsi
General Secretary

Encl. CAS directives