Decision of the
Dispute Resolution Chamber

passed in Zurich, Switzerland, on 7 February 2014,

in the following composition:

Thomas Grimm (Switzerland), Deputy Chairman
Philippe Diallo (France), member
Mohamed Mecherara (Algeria), member
John Bramhall (England), member
Santiago Nebot (Spain), member

on the claim presented by the player,

Player E, from country F

as Claimant

against the club,

Club S, from country B

as Respondent

regarding an employment-related dispute
arisen between the parties
I. Facts of the case

1. On 20 January 2010, Player E, from country F (hereinafter: player or Claimant), and the Club S, from country B (hereinafter: club or Respondent), signed an employment contract, valid as of the date of signature until 30 June 2011 (hereinafter: contract).

2. In accordance with the contract, the player was entitled to receive, inter alia, a monthly salary in currency of country B equivalent to the amount of EUR 6,000, to be paid “the latest on the 5th day of each month for the previous month” (note: free translation from language of country F) plus the equivalent in currency of country B of the following instalments:

- EUR 55,000 until 28 February 2010
- EUR 44,000 until 20 June 2010
- EUR 38,000 until 15 September 2010
- EUR 45,000 until 15 January 2011
- EUR 45,000 until 30 June 2011

3. Art. X.V of the contract stipulates that “the club shall pay to the player twenty per cent of the amount received by the club for a future sale agreement over the player’s economic and federative rights”. (Note: free translation from language of country F).

4. According to the player, on 11 August 2010, he was transferred from Club S to the Club P, from country G, on the basis of an agreed transfer compensation amounting to a total of EUR 450,000.

5. The player sustains that he received from the club the total amount of EUR 91,951.90 until 11 August 2010.

6. On 22 March 2012, the player lodged a claim against the club in front of FIFA, which was later on modified, maintaining that the club failed to pay the following amounts:

- Four monthly salaries (as of 22 March 2010 until 22 July 2010) EUR 24,000
- Salary corresponding to twenty days (as of 23 July until 11 August 2010) (EUR 6,000/31x20 days) EUR 3,871
- Full instalment payable on or before 20 June 2010 EUR 44,000
- Partial instalment payable on or before 15 September 2010 (EUR 38,000 / 87 days x 52 days) EUR 22,713
- 20% of the player’s transfer as per art. X.V of the contract (EUR 450,000 x 20%) EUR 90,000
- Payments received by the player as of 1 April 2010 until 22 July 2010 - EUR 91,951.90

Total amount claimed as outstanding by the player: EUR 92,632.10
7. Consequently, the player requested that the club be ordered to pay the amount of EUR 92,632.10 as outstanding remuneration, EUR 20,000 as damages, procedural costs in the amount of EUR 3,000 and the sum of EUR 2,246 as interest for late payment, which was calculated by the player using the rates of the European Central Bank, applied over the total amount of EUR 92,632.10 and detailed as follows:

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- For the year 2010 (as of 6 September): interest rate was 1%, which corresponds to a total amount of EUR 294;
- For the year 2011 interest rates were:
  • 1% until 6 April 2011, i.e. EUR 244
  • 1.25% as of 7 April 2011 until 6 July 2011, i.e. EUR 289
  • 1.50% as of 7 July 2011 until 2 November 2011, i.e. EUR 453
  • 1.25% as of 3 November 2011 until 7 December 2011, i.e. EUR 111
  • 1% as of 8 December 2011 until 31 December 2011, i.e. EUR 61'';
- For the year 2012 (until 15 July): interest rate was 1%, which corresponds to a total amount of EUR 500. (Note: free translation from language of country F).
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8. Furthermore, the player requested that the payment of the relevant interest be applied until a decision is passed by the Dispute Resolution Chamber in the present case.

9. In spite of having been invited by FIFA to do so, the club did not present any response to the player’s claim.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as 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 submitted to FIFA on 22 March 2012. Consequently, the Rules Governing the Procedures of the Players’ Status Committee and the Dispute Resolution Chamber (edition 2008; hereinafter: Procedural Rules) are applicable to the matter at hand (cf. art. 21 par. 2 and 3 of the Procedural Rules).

2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2012) the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a country F player and a country B club.
3. Furthermore, 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. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition 2012), and considering that the present claim was lodged on 22 March 2012, the 2010 edition of said regulations (hereinafter: Regulations) is applicable to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation submitted by the parties. 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 the assessment of the matter at hand.

5. In this respect, the Chamber recalled that the parties to the dispute had signed an employment contract valid as from 20 January 2010 until 30 June 2011.

6. In continuation, the DRC took into account that according to the Claimant, the Respondent had failed to pay his salaries as from 22 March until 11 August 2010, the full instalment payable on or before 20 June 2010 in the amount of EUR 44,000, a part of the instalment payable on or before 15 September 2010 and 20% of the transfer compensation in connection with the player’s transfer to Club P as per art. X.V of the contract. Consequently, the Claimant requested to be awarded payment of outstanding remuneration in the total amount of EUR 92,632.10.

7. Moreover, the members of the Chamber acknowledged that the Claimant specified that he was transferred from the Respondent to the Club P, country G, on 11 August 2010.

8. Subsequently, the DRC noted that the Respondent failed to present its response to the claim of the Claimant, in spite of having been invited to do so. By not presenting its position to the claim, the DRC was of the opinion that the Respondent renounced its right of defence and, thus, accepted the allegations of the Claimant.

9. Furthermore, as a consequence of the aforementioned consideration, the DRC concurred that in accordance with art. 9 par. 3 of the Procedural Rules, it shall take a decision upon the basis of the documentation already on file; in other words, upon the statements and documents presented by the Claimant.
In this respect, the Chamber was eager to emphasize that the breakdown of the amounts claimed by the Claimant in his modified claim lacked certain clarity.

However, the members of the Chamber noted that, as from the date of signature of the contract, i.e. 20 January 2011, until the Claimant’s last day with the Respondent prior to his transfer to the country E club, i.e. 10 August 2010, the Respondent would have needed to pay to the Claimant the amount of EUR 43,935 corresponding to his salaries as from 20 January 2010 until 10 August 2010 as well as the amount of EUR 99,000 related to two instalments of EUR 55,000 and EUR 44,000, payable on 28 February 2010 and 20 June 2010 respectively. In addition, on the occasion of the player's transfer to Club P in August 2010, the amount of EUR 90,000, corresponding to 20% of the undisputed transfer compensation in connection with said transfer of the player, had fallen due in accordance with art. X.V of the employment contract. In this regard, and bearing in mind art. 12 par. 3 of the Procedural Rules, the members of the Chamber concluded that the Claimant had substantiated his claim pertaining to 20% of the mentioned transfer compensation with sufficient documentary evidence.

In continuation, bearing in mind that the claim was lodged on 22 March 2012, the Chamber referred to art. 25 par. 5 of the Regulations and deemed it fundamental to underline that the time period of two years set out under the mentioned provision pertaining to the salaries of January and February 2010, i.e. EUR 12,000, and the instalment of EUR 55,000, payable until 28 February 2010, had elapsed. Hence, the members of the Chamber concluded that the total amount of EUR 67,000 was time-barred and could thus not be taken into consideration in the assessment of outstanding remuneration in the case at hand.

Moreover, the Chamber observed that the Claimant admitted having received from the Respondent, as of 20 January 2010 until 11 August 2010, the total sum of EUR 91,952 related to his receivables under the contract.

Consequently, the Chamber concluded that, the sums of EUR 91,952, EUR 12,000 and EUR 55,000 are to be deducted from the amount of EUR 232,935, i.e. the total amount under number II. / 11. above.

On account of all of the above, the DRC decided that, in accordance with the general legal principle of *pacta sunt servanda*, the Respondent is liable to pay to the Claimant outstanding remuneration in the total amount of EUR 73,983.

In addition, taking into account the Claimant’s request, the DRC decided that the Respondent must pay to the Claimant interest on the amount of EUR 73,983 until the date of effective payment as follows:
a) 1% p.a. as of 6 September 2010 until 31 December 2010;
b) 1% p.a. as of 1 January 2011 until 6 April 2011;
c) 1.25% p.a. as of 7 April 2011 until 6 July 2011;
d) 1.50% p.a. as of 7 July 2011 until 2 November 2011;
e) 1.25% p.a. as of 3 November 2011 until 7 December 2011;
f) 1% p.a. as of 8 December 2011 until 31 December 2011;
g) 1% p.a. as of 1 January 2012 until 15 July 2012;
h) 1.5% p.a. as of 16 July 2012 until the date of effective payment.

17. The members of the Chamber deemed it fit to point out that, taking into consideration the interest rates claimed by the Claimant for the period as from 6 September 2010 until 15 July 2012 as well as the fact that the Claimant failed to specify the interest rate applicable for the period of time as from 16 July 2012, the members of the Chamber concluded that 1.5% p.a. was a fair and reasonable percentage to be applied as from 16 July 2012 until the date of effective payment.

18. Furthermore, the DRC decided that, in accordance with art. 18 par. 4 of the Procedural Rules and the Dispute Resolution Chamber’s respective longstanding jurisprudence, the Claimant’s claim for procedural costs is rejected.

19. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claims lodged by the Claimant are rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Player E, is partially accepted.

2. The Respondent, Club S, is ordered to pay to the Claimant outstanding remuneration in the amount of EUR 73,983, within 30 days as from the date of notification of this decision, plus interest on the amount of EUR 73,983 until the date of effective payment as follows:

   a) 1% as of 6 September 2010 until 31 December 2010;
   b) 1% as of 1 January 2011 until 6 April 2011;
   c) 1.25% as of 7 April 2011 until 6 July 2011;
   d) 1.50% as of 7 July 2011 until 2 November 2011;
   e) 1.25% as of 3 November 2011 until 7 December 2011;
   f) 1% as of 8 December 2011 until 31 December 2011;
   g) 1% as of 1 January 2012 until 15 July 2012;
   h) 1.5% as of 16 July 2012 until the date of effective payment.
3. If the aforementioned sum plus interest is not paid by the Respondent within the aforementioned deadline, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for its consideration and formal decision.

4. Any further claim lodged by the Claimant is rejected.

5. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

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Note relating to the motivated decision (legal remedy):

According to art. 67 par. 1 of the FIFA Statutes, 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 and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. 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 (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

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1012 Lausanne
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For the Dispute Resolution Chamber:

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Jérôme Valcke
Secretary General

Encl.:CAS directives