

## **Decision of the Dispute Resolution Chamber**

passed in Zurich, Switzerland, on 10 August 2007,

in the following composition:

**Slim Aloulou** (Tunisia), Chairman

**Michele Colucci** (Italy), member

**Mick McGuire** (England), member

**Mario Gallavotti** (Italy), member

**Mohamed Mecherara** (Algeria), member

on the claim presented by

the player, **X**, A,

*as Claimant/ Counter-Respondent*

against

the club, **Y**, B,

*as Respondent/ Counter-Claimant*

regarding a contractual dispute arisen between the parties.

## I. Facts of the case

1. On 6 August 2005, the player X (hereinafter: *the player*) and the club Y (hereinafter: *Y* or *the club*) concluded an employment contract, valid from 7 August 2005 until 30 June 2008. The financial terms of the said agreement read, *inter alia*, as follows:

Para. 3) lit. A2 "For the season 2006 - 2007

- a) The Player shall receive a yearly salary of net 1,400,000 USD (...).
- b) The Player shall receive his salary in the following payment schedule:

5 <sup>th</sup> July 2006	USD 200,000
5 <sup>th</sup> August 2006	USD 100,000
5 <sup>th</sup> September 2006	USD 100,000
5 <sup>th</sup> October 2006	USD 100,000
5 <sup>th</sup> November 2006	USD 100,000
5 <sup>th</sup> December 2006	USD 100,000
5 <sup>th</sup> January 2007	USD 100,000
5 <sup>th</sup> February 2007	USD 200,000
5 <sup>th</sup> March 2007	USD 100,000
5 <sup>th</sup> April 2007	USD 100,000
5 <sup>th</sup> May 2007	USD 100,000
5 <sup>th</sup> June 2007	USD 100,000"

- Para 3) lit. B) "a) The player will receive a match bonus of net 150,000 USD for each 10 official games he plays;  
b) In addition, the player will receive an extra bonus of net 150,000 USD if he plays minimum 35 official games/season;  
c) The Club shall pay the Player game bonuses at a rate of 100%, established by the internal regulations of the club."

Para 3) lit. C) "OTHER BENEFITS

- a) Appropriate housing
- b) Appropriate car
- c) 3 return Business class flight tickets for the player and his family B – A for each season"

Para. 3 lit. D) *"RIGHT TO TERMINATION*

*If the club does not pay the salary for a period of 2 months, the Player will have the right to terminate the contract. In order to exercise this option, the Player shall first make a written notification to the Club and if the Club does not pay the due amount within 15 days after receiving this notification, the Player will be free to immediately terminate the contract and, further on his condition of a free player, he still will have the right to claim all the amounts due by the Club in relation to the remaining period of the contract, as a pre-determined penalty expressly agreed by the Club. (...)"*

2. Since the club had allegedly not complied with its financial obligations towards the player relating to the instalments falling due in February, March and April 2007 as well as several bonuses, the player unilaterally terminated the employment contract in writing on 19 April 2007 and left the club on the same day.
3. On 30 April 2007, the player X contacted FIFA and explained that, whereas he had always respected his contractual obligations, Y had constantly and permanently failed to comply with its financial obligations towards him on time, without any justification for the delays. Y had allegedly failed to pay due amounts for long periods, thereby forcing him to request his legal representative to put the club in default and preventing the player from fulfilling his own financial obligations. In this respect, the player provided FIFA with copies of the relevant letters of his then legal representative, all of which are related to payments due in 2006, along with the respective transmission reports. Furthermore, the player enclosed copies of his bank account extracts in support of his statement that his salaries were never paid on the 5<sup>th</sup> of each month as contractually established.
4. The player pleaded that, at the date of his claim, Y had allegedly failed to pay USD 125,250 of the instalment due on 5 February 2007 as well as the two instalments which, according to the relevant employment agreement, were supposed to be paid on 5 March 2007 and 5 April 2007, respectively.
5. On account of the foregoing, the player X requested that he be declared free to enter into an employment relationship with another club, and that Y be ordered to pay his outstanding remuneration on the basis of the relevant employment agreement, the remaining value of the contract and additional compensation for

the club's alleged contractual breach. Throughout the proceedings, the player specified his claim as follows:

- outstanding salaries on 19 April 2007 (instalments due on 5 February (partly), 5 March and 5 April 2007)	USD	325,250
- outstanding appearance bonus pursuant to para. 3 lit. B) a)	USD	150,000
- outstanding match bonus based on para. 3 lit. B) c)	USD	52,500
- salaries due on 5 May and 5 June 2007	USD	200,000
- salary for the season 2007/2008 according to contract	USD	1,400,000
- flight tickets B – A	USD	31,385.53
- financial and moral damages (minimum)	USD	500,000
- sporting damages (estimated bonus according to para. 3 lit. B) a) and b) if he had played with the club until the end of the 2006/2007 season)	USD	300,000
- legal expenses incurred	EUR	40,000

6. With regard to the aforementioned appearance bonus amounting to USD 150,000, the player X contended that, having participated in the 60<sup>th</sup> official match since the beginning of the contractual relationship on 19 November 2006, para. 3 lit. B) a) of the employment contract entitled him to receive such bonus on 19 November 2006. In this respect, the player explained that based on the relevant provision, he had the right to receive a bonus of USD 150,000 per every 10 matches he participated in *since the beginning of the parties' contractual relationship*, and that consequently the matches of the previous season were carried on to the subsequent season. In support of his allegations, the player highlighted that para. 3 lit. B) b) provides for an additional bonus in case he participated in 35 matches *per season*, whereas there is no reference to seasons in para 3 lit. B) a). The player emphasised that this bonus was an integrant and very important part of his financial remuneration. Furthermore, in regard to the matches played, the player indicated that he had appeared in 46 official matches in the 2005/2006 season and 20 official matches during the 2006/2007 season.
7. Furthermore, referring to para. 3 lit. B) c) of the employment contract, the player maintained that the club still owed him match bonuses for victories and draws at an estimated amount of USD 52,500. The player put forth that there was no mention with regard to the exact corresponding amounts in the club's internal regulations; however, the player deemed that, in view of the average match bonus received so far, he was entitled to receive USD 2,500 per draw and USD 5,000 per

victory. In this respect, the player presented a breakdown of the matches on the basis of which he claimed the relevant bonus.

8. Finally, the player X requested that the club be banned from registering any new players for two registration periods.
9. On 4 May 2007, the Football Federation of B informed FIFA that on 3 May 2007, it had, upon request of Y, blocked the amount of USD 410,000 from the credits of its affiliated club in favour of the player X. The relevant communication was forwarded to the attention of the player on 8 May 2007.
10. On 14 May 2007, the club informed FIFA that it rejected the player's claim as unfounded. In this regard, Y referred to para. 3 lit. D) of the employment agreement, dealing with the right to termination of the contract. In this respect, the club argued that the player had not respected the procedure contained in the cited provision. In particular, the player had not put the club in default of the instalments due in February, March and April 2007 prior to the termination of the contract. As a result, the player's letter of termination dated 19 April 2007 was irregular and without effect, as a consequence of which the player had been absent from the club without authorization since that date.
11. In response to the respective allegations of the player, Y held that it had indeed complied with its contractual financial obligations by paying the amount of USD 410,000 to an account of the Football Federation of B which was at the entire disposal of the player. This amount included the remainder of the instalment falling due on 5 February 2007, the instalments of 5 March and 5 April 2007 and the bonus for the player's 20<sup>th</sup> official match. The relevant deposit had been made on 3 May 2007, thus within 15 days upon receipt of the termination letter, which, according to the club, could at the most be considered as a payment reminder.
12. Furthermore, the club held that the player was not entitled to claim a bonus for his 60<sup>th</sup> official match played, since the relevant bonus had to be calculated *per season*, due to which the matches played in 2005/2006 could not be taken into account. Since the player had played in 21 official matches in the season 2006/2007, he had already received USD 150,000 for the first ten matches, and the amount of USD 150,000 for the 20<sup>th</sup> match played was included in the amount deposited with the Football Federation of B.

13. With regard to the difference between the outstanding remuneration claimed by the player and the amount of USD 410,000 which Y had deposited with the Football Federation of B, the club explained that this was due to the expenses amounting to USD 64,138 which the player allegedly still owed to the club. The said amount was allegedly composed of phone bills, costs for a VIP-box in the stadium, travel expenses and similar items exceeding the club's contractual obligations. In this respect, payment receipts were presented by Y.
14. On account of the foregoing, Y requested that it be established that it had fully complied with its contractual obligations towards the player and that the player had no just cause to abandon the club and leave the country on 19 April 2007. As a consequence, the club demanded that the player was to return to the club immediately.
15. In this connection, Y lodged a counterclaim against the player for breach of contract in case the latter would not resume duty with the club. The club pleaded that it had not only lost one of its most important players during the crucial part of the championship 2006/2007, but also the opportunity to negotiate his transfer to another club. Y estimated that the sporting and financial damage caused by the player's unexpected departure amounted to EUR 2,000,000. Furthermore, since the club claimed having paid EUR 2,950,000, including the fee of EUR 350,000 for the players' agent involved, for the player's transfer from the club Q, Y requested compensation for its non-amortized investment in the amount of EUR 1,180,000. Moreover, Y presented documentary evidence in support of its statements regarding the alleged involvement of a players' agent in the transfer in question.
16. Consequently, Y claimed EUR 3,180,000 as compensation for breach of contract, the reimbursement of its legal expenses and the imposition of sporting sanctions on the player since he had breached his contract during the protected period. Furthermore, the club announced that it reserved its right to claim against a possible new club of the player for inducement to breach of contract.
17. By correspondence dated 23 May 2007, the player insisted that the club's general, permanent and unacceptable contractual non-compliance had forced him to lawfully unilaterally terminate their employment contract. Moreover, and with regard to para. 3 lit. D) of the employment contract in question, the player held that he had, in the recent past, provided Y with several notices in writing, thereby placing it into contractual default. Furthermore, to accept the validity of such a clause would mean legitimizing contractual non-compliance on the part of the

employer, and forcing employees to have to regularly notify their employer in writing in order to receive their remuneration; this led the player X to conclude that the content of para. 3 lit D) of the contract was null and void and should be disregarded.

18. With reference to the deposit made by Y with the Football Federation of B on 3 May 2007, the player X was of the opinion that this fact did not serve as a mitigating circumstance in the club's favour, since the employment contract had already been terminated on 19 April 2007.
19. Furthermore, the player reiterated that he was entitled to receive the bonus of USD 150,000 per every ten official matches in which he participated, independently of the sporting season, i.e. since the beginning of the parties' contractual relationship. In this regard the player argued that the only reason why Y defended the contrary was because the relevant payment would then only have become due in April 2007 instead of on 19 November 2006.
20. The player confirmed that he had not yet signed an employment contract with another club.
21. With regard to Y's counterclaim, the player stated that the club was the party that had repeatedly breached the relevant employment contract, which is why the player had legitimately put an end to the contractual relationship. Finally, the player contested that the players' agent referred to by Y had been involved in his transfer to the club.
22. In its correspondence dated 8 June 2007, Y explained that, when its own debtors had been in delay with their payments, the club had been faced with a lack of liquidity leading to some payments behind schedule. However, the player had always been informed accordingly. And, in any case, by depositing the outstanding amount of USD 410,000 with the Football Federation of B, the club had settled all its debts towards the player.
23. The club reiterated that the bonus for every 10<sup>th</sup> official match based on para. 3 lit. B) a) had to be calculated per season. Y submitted a list of matches in which the player had participated as of July 2006 and, furthermore, pointed out that the contract did not stipulate any due date for the payment of the bonus for every 10<sup>th</sup> official match.

24. Y also emphasized that the internal regulations of the club did not provide for any additional match bonus payments. The supplementary bonuses paid to the player for important victories had been voluntary and a sign of the good will of the club.
25. With regard to the requests for payment sent to Y by the player's legal representative, the club pointed out that in none of the letters the player had asked for the instalments falling due in February, March and April 2007. Furthermore, the letters showed that the club had never been behind schedule with payments in 2006 to such an extent so as to harm the player, considering especially that in the end Y always fulfilled its obligations.
26. Upon invitation of FIFA for the player to present his final position regarding the counterclaim of Y, on 21 June 2007 the player submitted further comments mostly pertaining to the club's rejoinder. The player explained that the temporary lack of liquidity caused by the club's debtors' failure to pay due amounts could not be held against him. Furthermore, the permanent non-compliance of its contractual obligations had in particular led to a breach of the player's confidence towards his employer, which in international labour law was recognised as a just cause to unilaterally terminate an employment contract. The player pointed out that, on 19 April 2007, he was owed the considerable amount of USD 527,750. Furthermore, with regard to the statement of Y according to which the match bonuses were due to a voluntary good gesture of the club, the player referred to para. 3 lit. B) c) of the contract, clearly stipulating that he was entitled to receive such bonuses. Finally, the player X stressed that the club had failed to provide FIFA with any documentary evidence proving that it had always paid his remuneration on time.
27. Since the player X had not only provided FIFA with statements regarding the club's counterclaim, but also with further comments in support of his complaint, Y was granted an opportunity to present its final response thereto. The club emphasized that at the moment of the player's departure from B, undisputedly all of his salaries had been paid, except for the last two and a half instalments which were subsequently deposited with the Football Federation of B. Y furthermore reiterated that the player had not been entitled to unilaterally terminate the employment contract on 19 April 2007 without prior warning and to leave the club the same day. In this regard, the club expressed its assumption that the player had been so eager to leave the club that he did not have the intention of further complying with the employment contract entered into by the parties.



## **II. Considerations of the Dispute Resolution Chamber**

1. First of all, the Dispute Resolution Chamber had to analyse whether it was competent to deal with the matter at hand. In this respect, it referred to art. 18 paras. 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 30 April 2007, as a consequence the Dispute Resolution Chamber 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 Dispute Resolution Chamber, art. 3 para. 1 of the above-mentioned Rules states that the Dispute Resolution Chamber 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 para. 1 in connection with art. 22 b) of the aforementioned Regulations, the Dispute Resolution Chamber shall adjudicate on employment-related disputes between a club and a player that have an international dimension.
3. Therefore, the Dispute Resolution Chamber concluded that it is the competent body to decide on the present litigation involving a player from A and a club from B regarding a dispute in connection with the employment contract concluded between the aforementioned parties on 6 August 2005.
4. Subsequently, the Dispute Resolution Chamber 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 paras. 1 and 2 of the Regulations for the Status and Transfer of Players (edition 2005) and, on the other hand, to the circumstances that the relevant contract had been concluded on 6 August 2005 and that the player's claim was lodged with FIFA on 30 April 2007. In view of the foregoing, the Dispute Resolution Chamber concluded that the current FIFA Regulations for the Status and Transfer of Players (edition 2005, hereinafter; *the Regulations*) are applicable in the case at hand as to the substance.
5. Entering into the substance of the matter, the Dispute Resolution Chamber commenced its deliberations by establishing that first and foremost it had to focus on the question whether or not the employment contract concluded between the

player and the club on 6 August 2005, valid from 7 August 2005 until 30 June 2008, had been terminated by the player for just cause and, as the case may be, on the possible consequences resulting therefrom.

6. Proceeding to a thorough analysis of the circumstances given in the matter at hand, the Chamber firstly acknowledged that the player X considered the permanent failure of the club Y to pay his remuneration on the dates stipulated in his contract to constitute a breach of contract on the part of the club, which had entailed a loss of confidence of the player in his employer. The members of the Chamber furthermore took note that the player deemed that the aforementioned circumstance as well as the fact that finally, on 19 April 2007, the instalments falling due in February (partly), March and April 2007 as well as several bonuses still remained outstanding, constituted a just cause to terminate the employment contract between the parties. Accordingly, the player had served a termination notice to the club on 19 April 2007, as evidenced by the corresponding fax transmission report.
7. In this respect, the Dispute Resolution Chamber held that, independently of its final decision in the present case with regard to the question of breach of contract, the player was entitled to receive the contractual remuneration duly earned until his departure from the club, the calculation of which the panel would attend to at a later stage of its deliberations.
8. On the other hand, the Dispute Resolution Chamber took note of the position of the club, according to which it had sometimes admittedly been in delay, of allegedly one month approximately, with the payment of the player's remuneration. Moreover, the members of the Chamber paid due consideration to the argumentation of Y, according to which the player had not complied with the procedure stipulated in the clause 3 lit. D) of the employment agreement concluded between the parties, dealing with the right of the player to terminate the said contract due to late payment.
9. With reference to the aforementioned reasoning of the club, the members of the Chamber were of the unanimous opinion that, in the present case, the clause 3 lit. D) of the employment contract was a crucial element with regard to the question of the legitimacy of the unilateral termination of the contract on the part of the player and, consequently, deserved the particular attention of the panel.

10. Introductorily, the Dispute Resolution Chamber deemed appropriate to point out that, in the past, it had on numerous occasions upheld the unilateral termination of an employment contract by players who had, depending on the particular circumstances of the relevant case at stake, not received their salaries for two or more months.
11. In this respect, the members of the panel took due note of the apparently quite considerable delays in payment on the part of the club, which – at such frequency of occurrence – had to be condemned and were by all means to be avoided. The Dispute Resolution Chamber also acknowledged that, fundamentally, the belated payments had not been contested by the club.
12. However, the Chamber recalled that in the case at hand, the parties had explicitly agreed upon a clause in their employment contract which stipulated in detail the prerequisites for the termination of the contract in case of delayed salary payments and the procedure which had to be respected in such an event. Consequently, since the validity of the clause had been contested by the player, the members of the Chamber agreed that they had to proceed by establishing whether the clause indeed was applicable under the given circumstances and, if so, whether it had been respected in the present case.
13. The Dispute Resolution Chamber firstly held that parties to an employment agreement were by no means impeded from including provisions specifically governing the termination of the relevant contract and determining certain preconditions in this respect. The members of the Chamber pointed out that such clauses were regularly inserted into employment contracts and applied in practice. However, the Dispute Resolution Chamber was eager to emphasize that, in the past, the applicability of such clauses had also been refused due to conditions which complicated the termination of an employment contract to an unacceptable and excessive extent.
14. With regard to the specific matter under consideration, the members of the Dispute Resolution Chamber ascertained that the relevant clause established a procedure according to which the player would, after the failure of the club to pay his salary during a period of two months, have to serve a written notice to the club. Subsequently, should the club fail to pay the outstanding amount within 15 days upon receipt of the notification, the player would be free to immediately terminate the contract.

15. Upon analysis of the relevant clause, the Dispute Resolution Chamber came to the conclusion that the clause was clear and stipulated precise conditions for the termination of the agreement which could by no means be considered unacceptable or excessive, neither as to the form nor to the time. Furthermore, with regard to the precondition of a written warning prior to the termination of the employment contract, the members of the Chamber pointed out that, even without being stipulated in an employment contract, this was a procedure regularly confirmed and applied by the Dispute Resolution Chamber and the Court of Arbitration for Sport (hereinafter: CAS).
16. The foregoing considerations led the panel to conclude that it could not agree with the assessment of the player according to which the clause was null and void, and that the relevant clause was indeed applicable to the matter at hand.
17. In this context, the members of the Dispute Resolution Chamber were also eager to stress that the player himself had in fact taken actions pursuant to the clause 3 lit. D) of the relevant contract. The Chamber namely referred to the communications sent in 2006 by the then legal representative of the player to the club reminding it of its financial obligations. The panel particularly drew its attention to the communication dated 10 November 2006 entitled "*Contractual default – termination*", by means of which the then legal representative of the player called for the payment of two allegedly outstanding salaries as well as bonus provided for under para. 3 lit. B) a) of the employment agreement. The Dispute Resolution Chamber deemed that, by proceeding in this manner, the player had accepted the validity of the disputed clause; this all the more so in view of the fact that in the said letter dated 10 November 2006, the then legal representative of the player explicitly stated that, in case of non-payment within 48 hours, the player "*will exercise his rights provided under Clause 3, D) of the Contract and call for its immediate termination*".
18. Referring to the present matter, the Chamber ascertained that, whereas the player appears to have repeatedly asked for the payment of his remuneration falling due in 2006 in accordance with clause 3 lit. D) of the employment agreement, he had apparently not proceeded accordingly for the instalments payable in February, March and April 2007, on the basis of which he had finally served a termination notice to the club.
19. In this regard, the Dispute Resolution Chamber held that, even in absence of a clause prescribing a written warning prior to the termination of an employment

contract for arrears of salary, according to the jurisprudence of the CAS it was questionable whether delayed payments of salary justified an extraordinary contract termination without prior warning. The members of the Chamber deemed of importance to point out that one decisive criteria determined by the CAS in this respect was whether the debtor simply refused to make a payment or whether there were circumstances which could easily be resolved through a warning notice.

20. In this context, the panel held that the player could not have acted on the assumption that it would have been futile to ask for the payment of his outstanding remuneration before proceeding to the termination of the contract in April 2007, since, in the past, the club had never refused to pay his remuneration and had fulfilled its financial obligations towards the player, albeit with regular delays. In particular, the Chamber recalled that during the year 2006 the player had regularly received his overdue remuneration after having put the club in default in accordance with clause 3 lit. D) of the contract.
21. The panel deemed that the sudden termination notice and departure of the player from the club and the country without prior notice rather allowed the presumption that the player was not anymore disposed to continue to render his services to the club; even more so as it appeared from the letter dated 10 November 2006 of the then legal representative of the player that the latter already then intended to find a new club in A.
22. In view of the above considerations, the members of the Dispute Resolution Chamber were of the unanimous opinion that they had no alternative but to conclude that the player had failed to respect the procedure held in the clause 3 lit. D) of the employment contract, that he therefore had no just cause to terminate the contract with Y and that, in view of his absence from the club since 19 April 2007 without valid excuse, he was in breach of the employment agreement concluded between the parties to the present case.
23. For the sake of good order, the members of the Chamber deemed it appropriate to add that even if the termination notice dated 19 April 2007 had been considered a written warning notice in the sense of clause 3 lit. D) of the employment contract, the deposit of the amount of USD 410,000 with the Football Federation of B by Y on 3 May 2007 would have constituted payment of outstanding amounts within the established timeframe of 15 days.

24. In view of the above, the members of the Chamber proceeded to deliberate on the consequences of the player's breach of contract. With regard to the request of the club for the player to immediately resume duty with the club, the Dispute Resolution Chamber acknowledged that the player had ascertained *"a serious and irreparable breach of confidence, due to the Respondent's unlawful and reproachable contractual non-compliances"* and had left B for his home country A on 19 April 2007, thereby expressing his firm unwillingness to continue to render his services for Y.
25. Consequently, the Dispute Resolution Chamber held that Y's request to order the player to immediately return to the club could not be reasonably granted due to the deep disruption of the contractual relationship between the parties. Therefore, the contractual relationship between the parties involved must be considered as terminated and the player will be liable to pay compensation or even serve a sporting sanction. In this respect, the panel referred to the counterclaim lodged by Y in case the player did not resume duty and established that, in view of the player's breach of the relevant employment contract without just cause and by virtue of art. 17 para. 1 of the Regulations, the club's counterclaim for compensation for breach of contract was well-founded.
26. With regard to the amount of compensation due to the club, the panel referred to the above-mentioned article stipulating a non-exhaustive enumeration of objective criteria which had to be taken into consideration. In particular, the members of the Chamber took into account the considerable remuneration awarded to the player while rendering his services to Y, the amount of money invested by the club on occasion of the transfer of the player amortised over the term of the contract (i.e.  $\text{EUR } 2,950,000 : 35 \times 14 = \text{EUR } 1,180,000$ ), that the employment contract in question still had approximately one more season to run and that the breach of contract occurred within the protected period. Accordingly, the members of the Chamber concluded that the amount of EUR 3,180,000 claimed by the club was reasonable and justified by the circumstances surrounding the present case. As the player did not appear to have found a new club until the date of the present decision, the members of the Chamber held that the player alone was liable to pay the said amount to Y.
27. Furthermore, the panel decided that, as the player's breach of contract without just cause had occurred during the protected period, the player was to serve a ban of four months on his eligibility to play in official matches (cf. art. 17 para. 3 of the Regulations).

28. In continuation, and as previously established (cf. point II.7. above), the members of the Chamber had to address the issue of the remuneration due to the player for his services rendered until 19 April 2007. Upon analysis of the relevant submissions of the parties, the panel established that the player was to receive the following salary payments:

Salary due on 5 February 2007 (partly)	USD 125,250
Salary due on 5 March 2007	USD 100,000
Salary due on 5 April 2007	USD 100,000
Salary due on 5 May 2007 (pro rata until 19 April 2007)	USD 50,000
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Total:	USD 375,250

29. Furthermore, the members of the Chamber held that the player was to receive a bonus payment of USD 150,000 in accordance with para. 3 lit. B) a) of the employment contract. With regard to the controversy between the player and the club whether this payment was due for the player’s 20<sup>th</sup> match of the season 2006/2007 or 60<sup>th</sup> match since the beginning of the relevant contractual relationship, the panel deemed that this question could remain unanswered for the purpose of the present decision, as the differing interpretations of the relevant clause had no effect on the amount due but only on the date of the due payment, if at all. The Dispute Resolution Chamber furthermore considered that no due date for the bonus payments as per para. 3 lit. B) a) of the contract appeared to have been stipulated in the employment agreement and that, in any case, the timely payment of this bonus was of no relevance for the application of para. 3 lit. D) of the contract which only referred to the payment of salaries.

30. With regard to the bonus claimed by the player X under the terms of para. 3 lit. B) c) of the employment contract, the members of the Chamber noted that the respective entitlement of the player had been contested by the club. In this respect, the Dispute Resolution Chamber acknowledged that the internal regulations of the club, to which the relevant provision referred, undisputedly made no mention of the amount of bonus to be paid. Furthermore, the panel took note that the player, carrying the burden of proof for the relevant claim, had not been able to provide FIFA with documentary evidence in order to corroborate that he had received the claimed amounts per victory/draw in the past. The amounts indicated in his claim were admittedly mere estimations on his part. Consequently, the panel deemed that, due to the lack of evidence, it had no alternative but to reject the respective claim of the player.

31. Accordingly, the Dispute Resolution Chamber determined that the player was due to receive outstanding remuneration totalling USD 525,250 (outstanding salaries plus one bonus recognised by the club pursuant to para. 3 lit. B) a) of the contract). However, the panel established that the said amount had to be reduced by the sum of USD 64,138 comprising the player's expenses which had been borne by Y and exceeded his contractual entitlements, the payment of which had been evidenced by payment receipts and had not been explicitly contested by the player. Consequently, the Chamber concluded that the player was still entitled to the amount of USD 461,112.
32. The panel then proceeded to conclude its deliberations in the present case by addressing the payment modalities for the respective entitlements of the parties to the dispute. In this regard, the Dispute Resolution Chamber highlighted that, firstly, the player was to pay the amount of EUR 3,180,000 to the club as compensation for contractual breach, that secondly, the amount of USD 410,000 had been deposited by Y with the Football Federation of B in favour of the player and that finally, the player was still to receive outstanding remuneration in the amount of USD 461,112. Regarding the settlement of these amounts, the Dispute Resolution Chamber decided that the Football Federation of B was to be instructed by FIFA to release the relevant deposit of USD 410,000 in favour of its affiliated club. Moreover, Y was to be instructed to pay the amount of USD 461,112 to the player. And finally, the player X was to be instructed to pay the compensation for breach of contract in the amount of EUR 3,180,000 to the club.
33. Finally, in spite of being the successful party to the present dispute, the club's request for the award of its legal expenses was rejected by the Dispute Resolution Chamber in accordance with art. 15 paras. 2 and 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber as well as its longstanding jurisprudence.

### **III. Decision of the Dispute Resolution Chamber**

1. The claim of the Claimant/ Counter-Respondent, Mr X, is partially accepted.
2. The counter-claim submitted by the Respondent/ Counter-Claimant, the club Y, is accepted.



3. The Claimant/ Counter-Respondent is ordered to pay EUR 3,180,000 to the Respondent/ Counter-Claimant **within 30 days** as of notification of the present decision.
4. The Respondent/ Counter-Claimant is ordered to pay USD 461,112 to the Claimant/ Counter-Respondent **within 30 days** as of notification of the present decision.
5. Any further claims of the Claimant/ Counter-Respondent and the Respondent/ Counter-Claimant are rejected.
6. A restriction of four months on his eligibility to play in official matches is imposed on the Claimant/ Counter-Respondent. The sanction shall take effect as from the first day of the registration of the player with a new club.
7. In the event that the Claimant/ Counter-Respondent respectively the Respondent/ Counter-Claimant does not comply with the present decision, the matter shall be submitted to FIFA's Disciplinary Committee, so that the necessary disciplinary sanctions may be imposed.
8. The Respondent/ Counter-Claimant is directed to inform the Claimant/Counter-Respondent and vice versa directly and immediately of the account number to which the remittance is to be made, and to notify the Dispute Resolution Chamber of any receipt of payment.
9. According to art. 61 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:

Château de Béthusy  
Avenue de Beaumont 2  
1012 Lausanne  
Switzerland

Tel: +41 21 613 50 00

Fax: +41 21 613 50 01

[info@tas-cas.org](mailto:info@tas-cas.org)

[www.tas-cas.org](http://www.tas-cas.org)

For the Dispute Resolution Chamber:

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Jérôme Valcke  
General Secretary

Encl. CAS directives