

# **Decision of the Dispute Resolution Chamber**

passed in Zurich, Switzerland, on 13 October 2010

in the following composition:

**Slim Aloulou** (Tunisia), Chairman

**Theo van Seggelen** (Netherlands), member

**Essa M. Saleh Al-Housani** (United Arab Emirates), member

on the claim presented by the player,

**F,**

*as Claimant*

against the club,

**O,**

*as Respondent*

regarding an employment-related dispute  
arisen between the parties

**I. Facts of the case**

1. On 6 July 2007, the German player, F (hereinafter: *the player or Claimant*), concluded an employment contract with the G club O (hereinafter: *the club or Respondent*), valid from the date of the signature until 30 June 2009.
2. According to clause 3 of the above-mentioned the contract the parties agreed upon a net yearly salary for the first and second year of EUR 165,000 payable as follows:
  - a) Season 2007/2008
    - EUR 20,000 upon signing the contract;
    - EUR 15,000 on 30 August 2007;
    - EUR 20,000 on 30 September 2007, and
    - 4 instalments of EUR 27,500 at the end of November 2007, January 2008, March 2008 and May 2008.
  - b) Season 2008/2009
    - 6 instalments of EUR 27,500 at the end of July 2008, September 2008, November 2008, January 2009, March 2009 and May 2009.
3. According to clause 4 of the contract the player would be entitled to several bonuses based on the team performance.
4. On 17 September 2009, the player contacted FIFA arguing that it had signed an employment contract with the club on 6 July 2007 valid for two seasons and providing for a total salary of EUR 165,000 for each season. Moreover, the player explained that the club is still obliged to pay him remaining salaries amounting to EUR 117,000 for the period as from October 2008 until June 2009.
5. The FIFA administration contacted the club requesting its position in relation to the player's claim, however, the club never submitted a response in this respect.

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

1. First of all, the Dispute Resolution Chamber 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 17 September 2009. Consequently, the 2008 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: Procedural Rules) are applicable to the matter at hand (cf. art. 21 paras. 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 and 2 in combination with art. 22 lit. b of the Regulations on the Status and Transfer of Players 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 German player and a Greek 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, and considering that the present claim was lodged on 17 September 2009, the previous version of the regulations (edition 2008; 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. The members of the Chamber started by acknowledging that the Claimant and the Respondent signed an employment contract On 6 July 2007 valid until 30 June 2009, a copy of which was presented by the Claimant along with his statement of claim, in accordance with which the player was entitled to receive the total net amount of EUR 165,000 per year.
6. The Chamber noted that the player claims that the club failed to fulfil its contractual obligations. In particular, the Claimant explained that the Respondent still owes him remaining salaries amounting to EUR 117,000 for the period as from October 2008 until June 2009.
5. Consequently, the Claimant asks to be awarded payment of the amount of EUR 117,000.

6. The Respondent, for its part, failed to present its response to the claim of the player, in spite of having been invited to do so. In this way, so the Chamber, the Respondent renounced its right to defence and, thus, accepted the allegations of the Claimant.
7. Furthermore, as a consequence of the aforementioned consideration, the Chamber concurred that in accordance with art. 9 par. 3 of the Procedural Rules it shall take a decision upon the basis of the documents already on file, in other words, upon the statements and documents presented by the Claimant.
8. As stated above, in accordance with the contract presented by the Claimant, the Respondent was obliged to pay to the Claimant during the season 2008/2009 a yearly net amount of EUR 165,000, payable in 6 instalments of EUR 27,500 each at the end of July 2008, September 2008, November 2008, January 2009, March 2009 and May 2009.
9. Moreover, the Chamber considered that the Claimant explained that the Respondent has failed to pay him the salaries for the period as from October 2008 until June 2009.
10. In view of the above, and in particular considering the Claimant alleged that the salaries for the period as from October 2008 until June 2009 remained unpaid, the Chamber established that according to the content of the contract the following four installments remained unpaid: November 2008, January 2009, March 2009 and May 2009 amounting to EUR 27,500 each.
11. On account of all of the above, the Chamber decided that the Respondent is liable to pay to the Claimant the outstanding amount of salaries in the total amount of EUR 110,000.

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

1. The claim of the Claimant, F, is partially accepted.
2. The Respondent, O, has to pay to the Claimant, F, the amount of EUR 110,000 **within 30 days** as from the date of notification of this decision.
3. If the aforementioned sum is not paid within the above-mentioned deadline, an interest rate of 5% per year will apply and the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

4. The Claimant, F, is directed to inform the Respondent, O, immediately and directly of the account number to which the remittance is to be made and to notify the DRC judge of every payment received.

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**Note relating to the motivated decision** (legal remedy):

According to art. 63 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:

Court of Arbitration for Sport  
Avenue de Beaumont 2  
1012 Lausanne  
Switzerland  
Tel: +41 21 613 50 00 / Fax: +41 21 613 50 01  
e-mail: [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  
Secretary General

Encl. CAS directives