

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 23 April 2020,

in the following composition:

Geoff Thompson (England), Chairman
José Luis Andrade (Portugal), member
Stijn Boeykens (Belgium), member

on the claim presented by the player,

Mourad Batna, Morocco,
represented by Mrs Audrey Bruin

as Claimant / Counter-Respondent I

against the club,

Al Wahda Club, United Arab Emirates,
represented by Mr Nasr El-din Azzam

as Respondent / Counter-Claimant

with the club,

Al Jazira Sports Club, United Arab Emirates,
represented by Mr Bernardo Palmeiro and Mr Ahmed Mohamed Abd El Fattah

as Counter-Respondent II

regarding an employment-related dispute
between the parties

I. Facts of the case

1. On 12 February 2017, the Moroccan player, Mourad Batna (hereinafter: *the player*) and the Emirati club, Al Wahda (hereinafter: *the club* or *Al Wahda*) signed an employment agreement valid from 1 July 2017 until 30 June 2020 (hereinafter: *the contract*).
2. Pursuant to article 3 of the contract, the player was entitled to the following remuneration:
 - a. EUR 450,000 as signing bonus for the first contractual year, payable 30 days "*from the beginning of [each] contractual year*";
 - b. EUR 87,500 as monthly salary, payable at the end of each calendar month;
 - c. EUR 375,000 as signing bonus for the second contractual year, payable 30 days "*from the beginning of [each] contractual year*";
 - d. EUR 93,750 as monthly salary, payable at the end of each calendar month;
 - e. EUR 375,000 as signing bonus for the third contractual year, payable 30 days "*from the beginning of [each] contractual year*";
 - f. EUR 93,750 as monthly salary, payable at the end of each calendar month;
 - g. An annual leave of 30 days per year;
 - h. 4 round-trip business air tickets from Rabat to Abu Dhabi;
 - i. a car;
 - j. free accommodation.
3. As of August 2018, Al Wahda started to delay the payment of the player's salaries by a few weeks. The player claims his salaries of November 2018 were never paid.
4. On 11 February 2019, the player was allegedly evicted from his apartment due to lack of payment of rent by Al Wahda.
5. On 12 February 2019, the player gave Al Wahda notice of such situation and requested that the club paid him late salaries and bonuses.
6. On 24 February 2019, the player was directed by Al Wahda to attend individual training sessions (i.e. apart from the rest of the club's first squad) until 8 March 2019.
7. On the same date, the player learned via Al Wahda's website that he had been excluded from the roster of an AFC Champions League match for allegedly claiming a false injury.
8. Additionally, on February 2019 and March 2019, Al Wahda deducted approx. EUR 20,000 from each of the player's respective salaries in the concept of disciplinary penalties for allegedly not attending a meeting with the coaching staff and missing a training session. The player contends that he was never called to such meeting and

that his training absences were justified for medical reasons which had been allegedly informed to Al Wahda.

9. On 8 March 2019, the player finished his individual training schedule and requested the club to authorize him to resume his activities with Al Wahda's first team.
10. On 28 March 2019 and 29 April 2019, the player demanded Al Wahda in writing that his outstanding remuneration be paid and he be reinstated to Al Wahda's first team.
11. On 3 May 2019, Al Wahda sent a letter to the player claiming that due to the player's alleged misbehavior, the matter had been submitted to "*the league of professional affairs*". Al Wahda further stated in such letter that "*the late and difficulty to comply with your financial benefits*" (quoted verbatim).
12. On 6 May 2019, the player responded to Al Wahda's letter and rejected the contents thereto.
13. On 29 May 2019, Al Wahda's team was sent on holidays for 30 days, but the player was only allowed a 15-day break.
14. On 17 June 2019, upon the player's return to Al Wahda's facilities, he was made aware by the club that he would be training alone in Abu Dhabi until the end of July 2019 whilst the remainder of the squad would be in a training camp in the Netherlands. Such situation faced by the player was subject of a public article by FIFPro.
15. On 30 June 2019, the player sent a notice to Al Wahda demanding that within 10 days he be allowed to train with his teammates and requesting that his salaries of November 2018 be paid.
16. On 3 July 2019, the player was paid EUR 16,159 as "*salaries for the month on June*".
17. On the same date, the player sent a second notice to Al Wahda reiterating his previous requests as well as demanding that his salaries of June 2019 be fully paid within 15 days.
18. On 19 July 2019, the player, claiming unpaid salaries as well as the signing bonus of EUR 375,000 that had allegedly fallen due, terminated the contract in writing.
19. On 1 August 2019, the player and the Emirati club, Al Jazira SC (hereinafter: *Al Jazira*) signed an employment agreement valid from 1 August 2019 until 30 June 2020. Under such employment agreement, the player was entitled to a total remuneration of EUR 1,200,000.
20. The Player filed a claim in front of FIFA and requested the following relief:

- a. *"To establish that the [player] terminated the contract with just cause on 19 July 2019";*
 - b. *"To order [Al Wahda] to pay to the [player], within 30 days as from the date of notification of this decision, EUR 587,877 as outstanding salaries plus 5% interest p.a. until the date of effective payment as follows:*
 - *5% p.a. as of 30 November 2018 on the amount of EUR 93,750;*
 - *5% p.a. as of 28 February 2019 on the amount of EUR 20,652 ;*
 - *5% p.a. as of 30 April 2019 on the amount of EUR 20,884;*
 - *5% p.a. as of 30 June 2019 on the amount of EUR 77,591;*
 - *5% p.a. as of 30 July 2019 on the amount of EUR 375,000."*
 - c. *"To order [Al Wahda] to pay to the [player], within 30 days as from the date of notification of this decision, compensation for breach of contract in the amount of EUR 1,125,000 plus 5% interest p.a. as of 19 July 2019 until the date of effective payment".*
 - d. *"To order [Al Wahda] to pay to the [player], within 30 days as from the date of notification of this decision, an additional compensation of EUR 562,500 plus 5% interest p.a. as of 19 July 2019 until the date of effective payment".*
21. The player submitted that according to *"the jurisprudence of the Dispute Resolution Chamber of FIFA and according to the Regulations on the Status and Transfer of Players (RSTP – ed. 2019), any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause"*.
 22. The player further claims that Al Whada *"through its conduct (...) tried to force the [Player] to terminate the contract, which entitled [him] to terminate the contract with just cause on 19 July 2019 in accordance with art. 14 of the RSTP"*.
 23. Finally, the player was of the position that Al Wahda had *"repeatedly breached the employment contract, which entitled the [Player] to terminate the contract with just cause on 19 July 2019, in accordance with the RSTP and the jurisprudence"*.
 24. Al Wahda, for its part, rebutted the player's allegations and claimed that he had acted in bad faith towards the club as from the start of his second contract year, therefore in breach of said contract.
 25. As such, Al Wahda counterclaimed against the player and Al Jazira and sought compensation for breach of contract. In this regard, the club claimed that the contract is still valid and in force, and that its termination was null and void. Alternatively, it requested FIFA to rule that such termination was made without just cause, and to order the player and Al Jazira to jointly pay compensation of EUR 4,562,500, broken down as follows:
 - Remuneration under the existing contract: EUR 1,500,000;

- Loss of earnings (*lucrum cessans*) due to the loss of the possibility to transfer the player to a third club: EUR 2,500,000;
- Specificity of sport: six months of the player's salaries, equivalent to EUR 562,500.

26. To this extent, Al Wahda submitted that (a) the player faked injuries, (b) travelled without Al Wahda's authorization, (c) refused to take part in two matches, (d) expressly manifested his will to no longer play for Al Wahda, and (e) missed training sessions during February and March 2019. Al Wahda further claimed that the player was disciplined twice by way of fines after allegedly missing the aforementioned training sessions.
27. Al Wahda also stated that it tried to negotiate the player's transfer in May 2019 and that the player consented to such attempt, having attended a meeting for this purpose. Further, Al Wahda was of the position that after receiving notices from the player, he was invited twice to make himself present at Al Wahda's financial department to assess his financial situation. Additionally, Al Wahda claims that the notices sent by the player's attorney were not accompanied by a power of attorney so Al Wahda was unsure whether such attorney indeed represented the player.
28. Al Wahda stated that the player's allegations of a financial nature are "*untrue*" and that it always complied with its obligation. With regards to the salaries of November 2018 and June 2019, Al Wahda claimed that the former was duly paid and that the latter was partially paid as Al Wahda "*suspended the rest of the due salary until his financial situation is reviewed according to the club's decisions regarding his several breaches*". Al Wahda additionally stated that it always maintained a professional approach to the situation.
29. Al Wahda confirmed that the player was put on a separate training schedule from 24 February 2019 to 8 March 2019 due to the fact that his alleged misbehaviour had "*put him in bad technical and fitness situation*". Al Wahda went further to state that the player never complied with the instructions of its officials which "*put [Al Wahda] in a very bad position*".
30. In response to the counterclaim, the player reiterated his position and rebutted Al Wahda's assertions. The player submitted that the counterclaim filed by Al Wahda is inadmissible due to the principle of *res iudicata*, as Al Wahda had already filed a claim against the player before the National Dispute Resolution Chamber of the UAE Football Association. The Player further asked FIFA to disregard the documents filed by Al Wahda that were not translated to one of the official FIFA languages.
31. Finally, the player requested that, should the counterclaim be deemed admissible, that it be rejected, as the player terminated the contract with just cause.
32. Al Jazira submitted that the player had just cause to terminate the contract as it remained undisputed that Al Wahda failed to fully pay the player's salary of June 2019 and signing bonus of July 2019. Al Jazira further noted that whilst Al Wahda

claimed that the player's salary of November 2018 had been paid, Al Wahda failed to produce evidence to that extend.

33. What is more, Al Jazira pointed out that the penalties applied by Al Wahda to the player and the consequences thereto *i.e.* the deductions made on his salaries of February and April 2019 were unlawful as the player was not granted a right to be heard and due process. As such, Al Jazira is of the position that all the above mentioned situation constituted grounds for the termination of the contract by the player with just cause.
34. In addition, Al Jazira submitted that it did not induce the player to terminate his contract with Al Wahda as the player's agent approached Al Jazira on 31 July 2019 to sign an employment agreement, *i.e.* after the termination of the contract had already taken place. Al Jazira also highlighted that the player's income while playing for Al Jazira is significantly lower that what he was earning at Al Wahda. Al Jazira submits that this is evidence enough to rebut the presumption that it had induced the player.
35. In light of the foregoing, Al Jazira asked FIFA for the following relief: *"(i) Find that [the player] terminated his [contract] with [Al Wahda] with just cause; (ii) In the unlikely event that it is considered that [the player] terminated his [contract] with [Al Wahda] without just cause, find that Al Jazira established that it has not induced the player to terminate his [contract] with [Al Wahda]; (iii) Find that as the player was not induced by Al Jazira to terminate his [contract] with [Al Wahda], no sanctions shall be imposed on Al Jazira from the application of article 17.4 of the RSTP"*.

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 25 July 2019. Taking into account the wording of art. 21 of the 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and noted that in accordance with art. 24 par. 1 and par. 2 in conjunction with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition March 2020), the Dispute Resolution Chamber is in principle competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Moroccan player and an Emirati club.

3. In this regard, the Chamber noted that the club has filed a counterclaim against the player, which the latter deems to be inadmissible in light of the fact that the club had already filed a claim against the player before the UAE Football Association (UAEFA). The player submitted that the counterclaim filed by the club is therefore *res judicata*.
4. Having taken note of the foregoing, the Chamber observed that no sufficient evidence has been produced by the player in this regard. The members of the Chamber recalled the contents of art. 12 par. 3 of the Procedural Rules, and concluded that the player did not meet his burden of proof. As such, the DRC confirmed its competence to hear the dispute at hand.
5. In continuation, 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 March 2020), and considering that the present claim was lodged on 25 July 2019, the June 2019 edition of said regulations (hereinafter: *Regulations*) is applicable to the matter at hand as to the substance.
6. 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 documentation on file. However, the DRC 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.
7. By doing so, the Chamber firstly recalled that the parties had signed the contract, valid as from 1 July 2017 until 30 June 2020 and pursuant to which the player was entitled, *inter alia*, to the following remuneration:
 - a. EUR 450,000 as signing bonus for the first contractual year, payable 30 days "*from the beginning of [each] contractual year*";
 - b. EUR 87,500 as monthly salary, payable at the end of each calendar month;
 - c. EUR 375,000 as signing bonus for the second contractual year, payable 30 days "*from the beginning of [each] contractual year*";
 - d. EUR 93,750 as monthly salary, payable at the end of each calendar month;
 - e. EUR 375,000 as signing bonus for the third contractual year, payable 30 days "*from the beginning of [each] contractual year*";
 - f. EUR 93,750 as monthly salary, payable at the end of each calendar month;
 - g. An annual leave of 30 days per year;
 - h. 4 round-trip business air tickets from Rabat to Abu Dhabi;
 - i. a car;
 - j. free accommodation.

8. In continuation, the members of the Chamber took into account that, on 19 July 2019, the player notified the club of the termination of the contract on the basis of outstanding remuneration. The club, for its part, submits that the player terminated the contract without just cause, and requested compensation for breach of contract and that Al Jazira be considered jointly liable.
9. The DRC highlighted that the central issue in the matter at stake would be, thus, to determine as to whether the player had just cause to terminate the contract on 19 July 2019.
10. Additionally, the Chamber wished to emphasize that, according to the player, at the time of the termination of the contract, the following amounts were yet to be paid by the club:
 - a. EUR 93,750 corresponding to the salary of November 2018;
 - b. EUR 20,652 corresponding to the remaining balance of the monthly salary of February 2019;
 - c. EUR 20,884 corresponding to the remaining balance of the monthly salary of April 2019;
 - d. EUR 77,591 corresponding to the remaining balance of the monthly salary of June 2019;
 - e. EUR 375,000 corresponding to the signing-bonus of the 2019/2020 season.
11. Lastly, the DRC observed that the player granted the club in writing, on 3 July 2019, with a deadline of 15 days to cure its default, to no avail.
12. The Chamber then turned its attention to the arguments of the club and acknowledged that according to the latter the player's salaries were either paid (i.e. November 2018) or partially paid because the player was disciplined.
13. In continuation, the DRC recalled that according to the legal principle of the burden of proof contained in art. 12 par. 3 of the Procedural Rules, any party claiming a right on the basis of an alleged fact shall carry the burden of proof.
14. With that in mind, the Chamber noted that at all times the player questioned the conduct of Al Wahda, and requested that the situation (either financial or training-related) be solved by the club, to no avail. The Chamber further noted that the player did not refrain from taking part in individual training sessions, but still was separated from the remainder of the squad during a camp in the Netherlands as he was forced to stay in the UAE.
15. In continuation, the Chamber took due consideration of the fact that the club, for its part, did not submit any comprehensive evidence to effectively rebut the player's claim. In particular, the Chamber outlined that no sufficient evidence was produced by the club to justify the player's alleged sanctions and salary deductions.

16. What is more, the Chamber was of the opinion that even if the player was in default, - which it highlighted was not the case as per the evidence on file – the player's actions could not subject him to further reprimands from Al Wahda.
17. Finally, the Chamber found it noteworthy that the club did not file any proof of payment of the player's salaries of November 2018, or the remainder of the salaries of February, April, and June 2019.
18. Contrariwise, the DRC noted that the player's submissions are a lot more substantiated, and concluded that he particularly met his burden of proof.
19. On account of the above and taking into consideration the Chamber's longstanding jurisprudence in this respect, the Chamber decided that the case at hand meets the criteria under article 14bis of the Regulations and that the player had just cause to unilaterally terminate the contract. Consequently, the Chamber concluded that the club is to be held liable for the early termination of the contract with just cause by the player.
20. Bearing in mind the foregoing, the Chamber then turned its attention to the issue of the outstanding remuneration due to the player. In accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the club is liable to pay to the player the amounts which were outstanding under the contract at the moment of the termination, i.e. EUR 212,877 as remuneration, plus MAD 47,530, corresponding to the player's flight ticket. The Chamber observed that the amount of EUR 375,000 as an advance payment for the season 2019/2020 had not yet fallen due at the moment of termination, as it would become so on 1 August 2019.
21. In addition, taking into consideration the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the members of the Chamber decided to award him interest at the rate of 5% p.a. on the outstanding amount from the due dates until the date of effective payment.
22. In continuation, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake. In doing so, the members of the Chamber firstly recapitulated that, in accordance with art. 17 par. 1 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
23. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contains a provision by means of which the parties had beforehand agreed upon an amount of

compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

24. As a consequence, the members of the Chamber determined that the amount of compensation payable by the club to the player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.
25. The members of the Chamber then turned their attention to the remuneration and other benefits due to the player under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation of the amount of compensation.
26. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract as from its date of termination with just cause by the player, i.e. 19 July 2019, until 30 June 2020, and concluded that the player would have received in total EUR 1,500,000 as remuneration had the contract been executed until its expiry date. Consequently, the Chamber concluded that the amount of EUR 1,500,000 serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.
27. In continuation, the Chamber verified as to whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC, and article 17 par.1 lit. ii) of the Regulations, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.
28. The Chamber recalled that the player signed an employment contract with Al Jazira, valid until 30 June 2020, in accordance with which the player was to receive a total fixed remuneration of EUR 1,200,000. Accordingly, the Chamber concluded that the mitigated compensation due to the player, comprehending both the residual value of the contract and the amounts the player was able to mitigate, amounts to EUR 300,000.
29. Further, the Chamber turned its attention to art. 17 par. 1 lit ii) of the Regulations, and observed that, subject to the early termination of the contract being due to overdue payables, in addition to the mitigated compensation, the player shall be

entitled to an amount corresponding to three monthly salaries as additional compensation.

30. What is more, the Chamber outlined that in accordance with art. 17 par. 1 lit ii) of the Regulations, in case of egregious circumstances, the additional compensation may be increased up to a maximum of six monthly salaries.
31. Bearing the foregoing in mind, the Chamber recalled that the player was put in a strained situation by the club, whereby he was deliberately excluded from the club's camp in the Netherlands and forced to remain in the UAE. Additionally, the Chamber considered that allowing the player only 15 days of vacation whilst awarding the rest of the players 30 days, as well as the player's eviction from his apartment due to the club's lack of payment of the player's rent in line with the contract, amounted to egregious circumstances as per art. 17. par. 2 of the Regulations.
32. Consequently, the Chamber decided to award the player four monthly salaries as additional compensation.
33. The Chamber then proceeded to calculate the additional compensation, and noted that the player was entitled to an average monthly salary of EUR 125,000 in line with the contract, especially considering the advance of payment due as well as the monthly payments. Accordingly, the player is entitled to receive four times the referred amount, that is, EUR 500,000.
34. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand as well as the player's general obligation to mitigate his damage, the Chamber decided to partially accept the player's claim and that the club must pay the amount of EUR 800,000 as compensation for breach of contract in the case at hand.
35. In addition, taking into account the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the club must pay to the player interest of 5% p.a. on the amount of compensation as of 25 July 2019 until the date of effective payment.
36. Finally, taking into account the consideration under number II./5. above, the Chamber referred to par. 1 and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
37. In this regard, the DRC pointed out that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive registration periods.

38. Therefore, bearing in mind the above, the DRC decided that, in the event that the club does not pay the amounts due to the player within 45 days as from the moment in which the player, following the notification of the present decision, communicates the relevant bank details to the club, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.
39. The DRC recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.
40. The DRC concluded its deliberations by rejecting any further claims filed by any of the parties.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant/Counter-Respondent I, Mourad Batna, is partially accepted.
2. The counterclaim of the Respondent/Counter-Claimant, Al Wahda Club, is rejected.
3. The Respondent/Counter-Claimant has to pay the Claimant/Counter-Respondent I EUR 1,012,877 plus MAD 47,530, plus interest at the rate of 5% *p.a.* as follows:
 - on the amount of EUR 93,750 as from 30 November 2018 until the date of effective payment;
 - on the amount of EUR 20,652 as from 28 February 2019 until the date of effective payment;
 - on the amount of EUR 20,884 as from 30 April 2019 until the date of effective payment;
 - on the amount of EUR 77,591 as from 30 June 2019 until the date of effective payment;
 - on the amount of MAD 47,530 as from 19 July 2019 until the date of effective payment;
 - on the amount of EUR 800,000 as from 25 July 2019 until the date of effective payment.
4. Any other requests for relief from the parties are rejected.

5. The Claimant/Counter-Respondent I is directed to inform the Respondent/Counter-Claimant, immediately and directly, preferably to the e-mail address as indicated on the cover letter of the present decision, of the relevant bank account to which the Respondent must pay the amount mentioned under point III.3. above.
6. The Respondent/Counter-Claimant shall provide evidence of payment of the due amount in accordance with point III,3. above to FIFA to the e-mail address psdfifa@fifa.org, duly translated into one of the official FIFA languages (English, French, German, Spanish).
7. In the event that the amount plus interest due in accordance with point III.3. above is not paid by the Respondent/Counter-Claimant **within 45 days** as from the notification by the Claimant/Counter-Respondent I of the relevant bank details to the Respondent/Counter-Claimant, the Respondent/Counter-Claimant shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods (cf. art. 24bis of the Regulations on the Status and Transfer of Players).
8. The ban mentioned in point III.7. above will be lifted immediately and prior to its complete serving, once the due amounts are paid.
9. In the event that the aforementioned sum plus interest is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

Note related to the publication:

The FIFA administration may publish decisions issued by the Players' Status Committee or the DRC. Where such decisions contain confidential information, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber).

Note relating to the motivated decision (legal remedy):

According to art. 58 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. 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.

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

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For the Dispute Resolution Chamber:



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