

# **Decision of the Dispute Resolution Chamber**

passed in Zurich, Switzerland, on 28 April 2016,

in the following composition:

**Geoff Thompson (England)**, Chairman  
**Santiago Nebot (Spain)**, member  
**Alejandro Maron (Argentina)**, member

on the claim presented by the player,

**Player A**, country B,

*as Claimant*

against the club,

**Club C**, country D

*as Respondent*

regarding an employment-related dispute between the parties

## I. Facts of the case

1. On 25 June 2013, the club from country D, Club C, (hereinafter: *the Respondent*), and the player from country B, Player A (hereinafter: *the Claimant*), concluded an employment contract (hereinafter: *the contract*), valid as of 1 July 2013 until 31 December 2013.
2. According to article V.1 of the contract, the Claimant was entitled to a monthly net remuneration of EUR 4,000 payable "*within fifteen (15) days of a month following the month in which the remuneration is payable*".
3. On 6 May 2015, the Claimant put the Respondent in default for not having paid the corresponding salaries for the months of October, November and December 2013. In this regard, the Claimant gave the Respondent a deadline of 10 days "*in order to remedy the default*".
4. On 2 June 2015, the Claimant re-sent the previous communication to the Respondent.
5. On 3 June 2015, the Respondent replied to the communication denying the Claimant's claims and stating that according to the Respondent's accounting book, the relevant payments were done.
6. On the same day, the Claimant responded to the Respondent's e-mail declaring that he did not receive any of the salaries he was claiming. In addition, the Claimant requested the Respondent to send "*the receipt or the bank deposit*" in order to have evidence of said payments alleged by the Respondent.
7. On 25 September 2015, the Claimant sent another e-mail to the Respondent alleging that he had not yet received the corresponding salaries for the months of October, November and December 2013 nor a "*receipt of these payments, as [the Respondent] argued*". Finally, the Claimant gave a deadline to proceed with the relevant payments or send the receipts by no later than 30 September 2015.
8. On 6 October 2015, the Respondent replied to the latest e-mail of the Claimant and insisted that, in accordance with its financial information available, these payments had been already done. In this regard, the Respondent attached to its communication internal accounting documents in the language of country D.
9. On 9 October 2015, the Claimant responded asserting that the Respondent did not prove such payments. In this regard, the Claimant reiterated his request for the payments or the delivery of the "*receipts signed by the [Claimant] or bank deposit*".

to the [Claimant's] account" regarding the requested salaries. Finally, the Claimant gave the Respondent a final deadline until 16 October 2015.

10. On 7 December 2015, the Claimant lodged a claim against the Respondent for outstanding remuneration requesting the following:
  - EUR 12,000 as outstanding salaries for the months of October, November and December 2013 plus 5% interest *p.a.* as of each due date;
  - sporting sanctions for the Respondent;
  - legal costs "*at the rate of 20% on the value of the conviction*" for the Respondent.
11. The Claimant explained that whereas he had fulfilled all of his obligations and tried to find an amicable settlement, the Respondent did not comply with its financial duties and ignored his communications.
12. Despite having been invited to do so, the Respondent failed to provide its position to the claim of the Claimant.

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

1. First, the Dispute Resolution Chamber (hereinafter also referred to as *DRC* or *Chamber*) analysed whether it was competent to deal with the matter at stake. In this respect, the DRC took note that the present matter was submitted to FIFA on 7 December 2015. Consequently, the Chamber concluded that the 2015 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the 2015 edition of the Procedural Rules).
2. Subsequently, the Chamber referred to art. 3 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 2015) 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 player from country B and a club from country D.
3. The competence of the Chamber having been established, the Chamber analysed which edition of the Regulations on the Status and Transfer of Players 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 2015), and considering that the present matter was submitted to FIFA on 7 December 2015, the 2015 edition of the aforementioned regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

4. Having established the foregoing, and entering into the substance of the matter, the Chamber continued by acknowledging the above-mentioned facts as well as the documentation contained in the file in relation to the substance of the matter. 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 DRC acknowledged that the parties had signed an employment contract valid as of 1 July 2013 until 31 December 2013. In accordance with this contract, the parties agreed *inter alia* upon the Claimant receiving a monthly salary of EUR 4,000 payable "*within fifteen (15) days of a month following the month in which the remuneration is payable*".
6. In continuation, the Chamber recalled that the Claimant, after the expiration of the contract, put the Respondent in default for the lack of payment of the salaries of October, November and December 2013 highlighting that the Respondent failed to prove the payment of such salaries.
7. Equally, the DRC noted that the Claimant lodged a claim against the Respondent maintaining that the Respondent failed to pay part of the Claimant's remuneration. In particular, the Claimant alleges that the Respondent failed to pay his salaries for the period as of October until December 2013. Consequently, the Claimant asks to be awarded with his outstanding salaries for those three months.
8. In this moment, the members of the Chamber highlighted the contents of art. 25 par. 5 of the Regulations, according to which, *inter alia*, the Dispute Resolution Chamber shall not hear any case subject to the said Regulations if more than two years have elapsed since the event giving rise to the dispute.
9. In this respect, the Chamber deemed that, the claim having been lodged on 7 December 2015, the part of the claim relating to outstanding remuneration falling due before 7 December 2013, i.e. the Claimant's request for the payment of EUR 4,000 corresponding to the salary of October 2013, must be considered barred by the statute of limitations in accordance with art. 25 par. 5 of the Regulations. Accordingly, the Chamber stressed that it would only focus on the remuneration that had fallen due after 7 December 2013.
10. Furthermore, the Chamber 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.

11. 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.
12. In continuation, the DRC acknowledged that, in accordance with the employment contract provided by the Claimant, the Respondent was obliged to pay to the Claimant a monthly salary of EUR 4,000.
13. In this respect, the Chamber took into consideration that according to the Claimant, the Respondent had failed to pay his remuneration in the total amount of EUR 12,000 corresponding to the unpaid salaries of October, November and December 2013. Consequently, the Claimant requested to be awarded with the payment of the total amount of EUR 12,000.
14. Taking into account the documentation presented by the Claimant in support of his petition, the DRC concluded that the Claimant had substantiated his claim pertaining to outstanding remuneration with sufficient documentary evidence.
15. On account of the aforementioned considerations, the Chamber established that the Respondent failed to remit the Claimant's monthly remuneration in the total amount of EUR 8,000 corresponding to the monthly salaries of November and December 2013.
16. Consequently, the Chamber 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 8,000.
17. In continuation, taking into account the Claimant's request as well as the constant practice of the Dispute Resolution Chamber, the DRC decided that the Claimant is entitled to receive interest at the rate of 5% *p.a.* on the amount of EUR 8,000 as follows:
  - 5% *p.a.* on the amount of EUR 4,000 as from 16 December 2013 until the date of effective payment;
  - 5% *p.a.* on the amount of EUR 4,000 as from 16 January 2014 until the date of effective payment.
18. Finally, the DRC decided that the Claimant's claim pertaining to legal costs is rejected, in accordance with art. 18 par. 4 of the Procedural Rules and the Chamber's longstanding respective jurisprudence.
19. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claims lodged by the Claimant are rejected.



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**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, 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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For the Dispute Resolution Chamber:

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Marco Villiger  
Deputy Secretary General

Encl. CAS directives