

Decision of the Dispute Resolution Chamber (DRC) judge

passed in Zurich, Switzerland, on 12 May 2015,

by **Theo van Seggelen** (Netherlands), DRC judge,

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 arisen between the parties

I. Facts of the case

1. On 10 February 2014, the player from country B, Player A (hereinafter: the *Claimant*) and the club from country D, Club C (hereinafter: the *Respondent*), concluded an employment contract (hereinafter: *the contract*), valid as of the date of signature until 30 June 2014.
2. Pursuant to the contract, the Claimant was entitled to receive a monthly salary of EUR 600 as well as an amount of EUR 15,000 payable as follows:
 - EUR 6,000 on 10 February 2014;
 - EUR 9,000 payable in five equal monthly instalments of EUR 1,500 each on the last day of the month, from February to June 2014.
3. In addition, art. 4.2 of the contract provides that the Claimant is entitled as bonuses to *"home use, with new monthly rent up to 200,00€"* as well as to a flight ticket to return to country B at the end of the season.
4. Moreover, the contract states that *"if the team rise [sic] in Super League, [the Claimant] shall be rewarded with the sum of 8.000€"*.
5. Art. 10 of the contract further stipulates that *"all disputes between the parties are settled by the Appeals Committee for the Resolution of Financial Disputes of the Football Federation of country D (hereinafter: PEEOD) at first instance, and the Court of Arbitration of the Football Federation of country D at second instance"*.
6. On 8 July 2014, the Claimant lodged a claim in front of FIFA against the Respondent, requesting to be awarded with outstanding remuneration in the amount of EUR 15,850, plus interest, broken down as follows:
 - EUR 6,900 as outstanding salaries;
 - EUR 8,000 corresponding to the bonus granted for the promotion to the Country D Super League;
 - EUR 200 as outstanding rent;
 - EUR 750 as reimbursement of the costs incurred to buy a flight ticket to country B.

The Claimant also requested the reimbursement of his legal expenses and *"compensation for breach of the contract"*.

7. The Claimant explained that the contract expired on 30 June 2014 and that, by that time, the Respondent had failed to pay him part of his remuneration. According to the Claimant, he sent the Respondent several requests for the payment of his salaries, without receiving a reply from the Respondent.
8. In its reply to the claim, the Respondent first of all contests the competence of FIFA, alleging that the First Instance Committee for the Resolution of Financial Disputes of the Football Federation of country D is the competent body to deal

with the matter in accordance with art. 10 of the contract. In this respect, the Respondent provided an extract of the 2013 edition of the Football Federation of country D Regulations on the Status and Transfer of Players.

9. As to the substance, the Respondent asserts that the Claimant's claim for outstanding salaries in the amount of EUR 6,900 should be disregarded since it is not clearly broken down. In addition, the Respondent sustains that the claim related to rent should also be dismissed inasmuch as the contract provides for a home use as additional benefit and not for the payment of the monthly rent directly to the Claimant. Finally, the Respondent argues that the claim regarding the reimbursement of the flight ticket should be rejected insofar as the evidence provided by the Claimant does not specify the date and route of the travel.
10. In his final comments as to the competence, the Claimant rejects the Respondent's argumentation. In particular, the Claimant asserts that the contract does not make clear reference to a specific NDRC and does not specify the type of disputes that "*would be applicable*". In addition, the Claimant alleges that art. 10 of the contract does not explicitly exclude the competence of FIFA to deal with the matter. On the other hand, the Claimant sustains that the "*committee of the Football Federation of country D*" does not comply with the requirement of equal representation since the players are not represented therein. Finally, the Claimant affirms that the contract was never registered at the Football Federation of country D and therefore the "*committees of the Football Federation of country D*" are not competent.

II. Considerations of the DRC judge

1. First of all, the DRC judge analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was submitted to FIFA on 8 July 2014. Consequently, the 2012 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the Procedural Rules).
2. With regard to the competence of the DRC judge to decide on the present matter, the DRC judge referred to art. 3 par. 2 and par. 3 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 and par. 2 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2015) the DRC judge would, in principle, be 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 whose value does not exceed CHF 100,000.
3. The DRC judge further noted that the Claimant, for his part, rejected such position and insisted that FIFA has jurisdiction to deal with the present matter.

4. However, the DRC judge acknowledged that the Respondent contested the competence of FIFA's deciding body on the basis of art. 10 of the employment contract.
5. In this respect, and first of all, the DRC judge outlined that the standard Country D Super League employment contract signed by and between the Claimant and the Respondent contains a clause in accordance with which all disputes between the parties are settled by the Appeals Committee for the Resolution of Financial Disputes at first instance and the Court of Arbitration of the Football Federation of country D at second instance.
6. In continuation, the DRC judge emphasised that in accordance with art. 22 lit. b) of the 2012 edition of the Regulations on the Status and Transfer of Players, he is competent to hear a matter such as the one at hand, unless an independent tribunal, guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs, has been established at national level within the framework of the association and/or a collective bargaining agreement. With regard to the standards to be imposed on an independent arbitration tribunal guaranteeing fair proceedings, the DRC judge referred to FIFA Circular no. 1010 dated 20 December 2005. In this regard, the DRC judge further referred to the principles contained in the FIFA National Dispute Resolution Chamber (NDRC) Standard Regulations, which came into force on 1 January 2008.
7. In this respect, the DRC judge took into account that, on 22 July 2013, the CAS issued an award, whereby it decided that the national arbitration bodies of the Football Federation of country D fulfill the requirements of equal representation and of an independent chairman and guarantee fair proceedings, in compliance with the aforementioned applicable standards.
8. In this context, the DRC judge took note that the deciding bodies from country D at the basis of the aforementioned CAS decision are the same deciding bodies as the one included in the exclusive jurisdiction clause of the standard Country D Super League employment contract in the present matter.
9. On account of the above, the DRC judge referred to art. 22 lit. b) of the Regulations on the Status and Transfer of Players and established that he is not competent to adjudicate on the present matter, since a) clause 10 of the relevant employment contract constitutes a clear and exclusive jurisdiction clause in favour of the PEEOD and the Court of Arbitration of the Football Federation of country D, and b) CAS confirmed that the relevant deciding bodies from country D fulfill the requirements of equal representation and of an independent chairman and guarantee fair proceedings, *i.e.* the relevant deciding bodies from country D are competent to adjudicate on disputes between players and clubs like the matter at hand.

10. In light of the above, the DRC judge decided that the claim of the Claimant is inadmissible.

III. Decision of the DRC judge

The claim of the Claimant, Player A, is inadmissible.

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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Encl. CAS directives