

# Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 18 August 2016,

in the following composition:

**Thomas Grimm (Switzerland)**, Deputy Chairman  
**Joaquim Evangelista (Portugal)**, member  
**Johan van Gaalen (South Africa)**, member  
**Todd Durbin (USA)**, member  
**Zola Percival Majavu (South Africa)**, 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 arisen between the parties

## I. Facts of the case

1. On 2 July 2014, the player from country B, Player A (hereinafter: *the Claimant*), born on 6 October 1986, and the club from country D, Club C (hereinafter: *the Respondent*) signed an employment contract (hereinafter: *the contract*) valid as from 18 July 2014 until 31 May 2017.
2. In accordance with the contract, the Claimant was entitled *inter alia* to the following monthly remuneration:
  - From July 2014 to 30 November 2014, a monthly amount of 670,000;
  - From 1 December 2014 to 30 June 2015, a monthly amount of 750,000;
  - From 1 July 2015 to 31 May 2017, a monthly amount of 835,000.
3. Moreover, the contract established that the Claimant might be entitled to bonuses in relation to his performance in accordance with "*local normative acts*" and other internal documents of the Respondent.
4. In accordance with art. 7 of the contract, both parties have the right to conclude, amend and terminate the contract under the conditions set out in the Labour Code of country D, other federal laws, as well as statutory regulations and documents of FIFA, UEFA, the Football Union of country D, the Premier League of country D and the Football National League of country D.
5. Art. 17 of the contract established that the termination of the contract "*shall be on the basis provided for by the current legislation of the Football Federation of country D*".
6. According to art. 17 par. 3 of the contract, in case the Respondent decides to terminate the contract prematurely, the Respondent shall pay the Claimant as compensation for the early termination an amount corresponding to three salaries.
7. According to art. 17 par. 5 of the contract, "*if the results of the sports seasons 2014-2015 or 2015-2016 [the Respondent] will leave, [the Respondent] shall have the right, but not earlier than 1 June 2015 (for the 2014-2015 season) or not earlier than 1 June 2016 (for the 2015-2016 season), to terminate the contract unilaterally without the use in relation to [the Respondent] of any sanctions, including sanctions of a financial nature*".
8. Furthermore, in accordance with art. 18 of the contract, in the event of an early termination of the contract by the Claimant, without just cause, as well as in the event of an early termination by the Respondent, "*on assumptions*

*which belong to disciplinary penalties*”, the Claimant shall pay the Respondent, within one month from the date of termination, a cash payment of 20,000,000. This article established that if the Claimant pays this amount, sanctions are not applicable to him.

9. The contract, in its art. 8, stipulated that the payment of remuneration is determined by the annex.
10. On the same date, i.e. 2 July 2014, the Claimant and the Respondent signed an annex to the contract (hereinafter: *the annex*), which confirms the salary payments detailed in point 2. above and established that the Claimant is entitled to receive *inter alia* the following bonus payments:
  - The Claimant shall be paid an additional remuneration for each win of the Respondent, provided that he played at least for 45 minutes, determined on the basis of statistics of the Football Union of country D and Premier League of country D, as follows:
    - Per win during the “2014-2016” season: 250,000;
    - Per win during the 2016-2017 season: 330,000.
  - The Claimant shall be paid an additional remuneration for each draw of the Respondent, provided that he played at least for 45 minutes, determined on the basis of statistics of the Football Union of country D and Premier League of country D, as follows:
    - Per draw during the “2014-2016” season: 125,000;
    - Per draw during the 2016-2017 season: 165,000.
11. The annex stipulated that the bonus payments referred in point 10. above are payable *“every month within 30 days of the month following the month of the successful matches”*.
12. According to art. 4 of the annex, all kinds of payments to the Claimant shall be made with deducted income tax, in accordance with the applicable laws of country D.
13. On 18 July 2014, the Claimant and the Respondent signed a second annex to the contract (hereinafter: *the second annex*), which granted a sign-on fee to the Claimant of 350,000, payable on 29 August 2014.

14. On 27 August 2015, the Claimant lodged a claim against the Respondent before FIFA for outstanding remuneration and breach of contract without just cause, requesting the amount of 20,820,125.50, composed as follows:
- 1,615,125.80 as outstanding remuneration corresponding to the following remuneration:
    - 8,783.29 as partial remuneration for the salary of December 2014;
    - 147,373.57 as match bonuses for December 2014;
    - 91,323 as partial remuneration for the month of January 2015;
    - 91,323 as partial remuneration for the month of February 2015;
    - 91,323 as partial remuneration for the month of March 2015;
    - 750,000 as remuneration for the month of April 2015;
    - 435,000 as match bonuses for March and April "2014";
    - The Claimant requested interest as from the date of claim in respect to the concept of outstanding remuneration.
  - 19,205,000,000 as compensation for breach of contract, for the time frame from July 2015 until May 2017, corresponding to 1 monthly salary payment of 750,000 for the month of July 2015 and 23 instalments of 835,000.
15. According to the Claimant, the Respondent had not been paying his salary on time and in the correct amounts.
16. In consequence, the Claimant affirmed that, on 13 April 2015, he sent a letter to the Respondent in which he put the Respondent in default, requesting the payment of 2,503,955.70, corresponding to the following amounts:
- 8,783.29 gross as partial remuneration for the salary of December 2014;
  - 750,000 gross as remuneration for the month of January 2015;
  - 750,000 gross as remuneration for the month of February 2015;
  - 750,000 gross as remuneration for the month of March 2015;

- 245,172.41 gross as match bonuses for December 2014.
17. Furthermore, the Claimant gave 3 days to the Respondent to settle the alleged debt, emphasizing that otherwise he would start proceedings before FIFA's Dispute Resolution Chamber.
  18. On 20 April 2015, the Claimant terminated the contract in writing, stressing that the Respondent failed to pay him the amounts requested previously.
  19. Subsequently, the Claimant held that he sent several requests for payment to the Respondent, namely on 15 May 2015, 25 May 2015, 1 June 2015, 8 June 2015 and 17 June 2015. Moreover, the Claimant enclosed a further request dated 6 July 2015, which he did not mention in his claim.
  20. In this regard, the Claimant sustained that he did not receive a response from the Respondent in connection to his communications.
  21. The Claimant argued that the non-payment of his remuneration should be treated as a gross violation of the contract, which made him lose the possibility to receive the future salaries as established in the mentioned contract.
  22. In its reply, the Respondent rejected the Claimant's claim. First, it stated that it tried to pay the outstanding salaries, as far as it was possible. According to its calculation, the Claimant's request for outstanding remuneration should amount to 1,405,159 after tax deduction. In this respect, the Respondent held that the personal income tax rate in country D equals 13%.
  23. The Respondent held that according to its internal calculations, it owed the Claimant as outstanding remuneration 1,237,583. Moreover, the Respondent held that it paid this amount, first, with a payment of 1,000,000, on 28 December 2015 and then with a second payment of 237,583, on 26 February 2016. The Respondent declared that these payments were done on its behalf by third parties.
  24. Moreover, the Respondent sustained that the Claimant's calculation in respect to his salaries is wrong. He held that the amount the player was supposed to receive from December 2014 until the date of termination, including salaries and bonus payments, was 4,377,361 gross, i.e. 3,808,304 net.
  25. Subsequently, the Respondent explained that since December 2014, it has paid the Claimant 4,349,041, which is more than what the Claimant was supposed to receive. The Respondent held that it acted in good faith and paid the Claimant outstanding salary to the possible extent and that up to this date, there is no outstanding remuneration. In this respect, the Respondent explained its payments according to the following table:

Date of payment	Amount in the currency of country D	According to evidence enclosed, payment refers to salary or bonuses
22.01.2015	150,000	Payment refers to Salary: "Remuneration for November 2014"
23.01.2015	132,900	Payment refers to Salary: "Remuneration for November 2014"
03.03.2015	322,429	Payment refers to Salary: "Remuneration, vacation payments for December 2014"
06.03.2015	322,429	Payment refers to Salary: "Remuneration, vacation payments for December 2014"
06.04.2015	50,000	Payment refers to Bonuses: "Bonuces for 2014"
09.04.2015	300,000	Payment refers to Bonuses: "Bonuces for 2014"
27.05.2015	582,900	Payment refers to Salary: "Remuneration for January 2015"
27.05.2015	582,900	Payment refers to Salary: "Remuneration for February 2015"
22.05.2015	85,000	Payment refers to Bonuses: "Bonuces for 2014"
29.05.2015	582,900	Payment refers to Salary: "Remuneration for March 2015"
28.12.2015	1,000,000	Payment refers to Salary: "Remuneration for April 2015"
26.02.2016	237,583	Payment refers to Salary: "Remuneration for April, May and June 2015"
<b>Total:</b>	<b>4,349,041</b>	

26. With respect to the Claimant's claim for compensation for breach of contract, the Respondent held that in its opinion, it should not pay any compensation

for the early termination of the contract, as it was the Claimant's will to terminate said contract due to the financial difficulties of the Respondent.

27. The Respondent referred to art. 17 par. 5 of the contract and explained that as it was relegated from the top division at the end of the season 2014/2015, the contract had to be terminated anyway.
28. In addition, the Respondent declared that if FIFA's Dispute Resolution Chamber decides that the Claimant is entitled to compensation for breach of contract, it doubted that the amount requested by the Claimant is adequate and proportionate. Furthermore, it sustained that in accordance with art. 17 par. 3 of the contract, the parties had already agreed the payable compensation in case of termination without just cause by the Respondent, which should only amount to 3 salaries at the time of termination. In consequence, the Respondent sustained that the amount of compensation cannot exceed 2,250,000 gross, i.e. 1,957,500 net. The Respondent referred to decisions from both FIFA's Dispute Resolution Chamber and CAS to support its argument.
29. Subsequently, the Respondent highlighted that the breach of the contract by the Respondent was not fraudulent, and that it was due to some financial difficulties, which caused the club to be relegated to the third division in country D.
30. Finally, the Respondent requested that either FIFA's Dispute Resolution Chamber decides that no compensation is payable to the Claimant, or in case compensation is granted, it does not exceed the amount of 1,957,500 net.
31. The Claimant submitted his *replica*, in which he held that the Respondent confirmed that he was entitled to terminate the contract with just cause, and therefore, he is entitled to compensation.
32. Furthermore, the Claimant confirmed that the payments detailed by the Respondent in its reply to the claim were made, however he explained that he does not know which amount applies to which debt, so he could not decide which part of his claim should be withdrawn. The Claimant further explained that the Respondent's calculations do not cover the interest that has accrued.
33. The Claimant held that art. 17 par. 5 of the contract is irrelevant to this matter as the Respondent did not terminate the contract.
34. Finally, the Claimant sustained that the compensation for breach of contract should be calculated in accordance with the "*general rules of FIFA*", as according to him, the limitation of compensation that the Respondent referred to in its reply, is not applicable as such limitation only applies if the

Respondent terminates the contract, which did not happen in the matter at hand.

35. The Respondent submitted its *duplica*, where it reiterated its position. The Respondent further argued that there is no formal difference between breach of contract without just cause by it or termination of contract with just cause by the Claimant. The Respondent insisted that in fact art. 17 par. 3 of the contract is applicable to the matter at hand, as it consists in a liquidated damages clause which establishes the amount payable to the Claimant in case of breach of contract by the Respondent and which should be respected by FIFA's Dispute Resolution Chamber in accordance with the general legal principle of *pacta sunt servanda*.
36. Therefore, the Respondent reiterated its request to either not grant compensation to the Claimant, or in case compensation is granted, that it does not exceed the amount of 1,957,500 net, as stipulated in the contract according to the Respondent.
37. Moreover, the Claimant confirmed that, on 2 July 2015, he signed a contract with the club from country B, Club E, valid until 30 June 2017, according to which he is entitled to receive a monthly salary of 5,000,000.

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

1. First of all, 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 27 August 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 editions of the Procedural Rules).
2. Subsequently, the DRC 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 2016) the DRC 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 (editions 2015 and 2016), and considering

that the present matter was submitted to FIFA on 27 August 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 for the assessment of the matter at hand.
5. In this respect, the DRC acknowledged that the parties signed an employment contract on 2 July 2014, valid as from 18 July 2014 until 31 May 2017. The DRC noted that according to the contract, the Claimant was entitled to receive, *inter alia*, a monthly amount of 670,000, for the time period between July 2014 and 30 November 2014, a monthly amount of 750,000, for the time period between 1 December 2014 and 30 June 2015, and a monthly amount of 835,000 for the time period between 1 July 2015 and 31 May 2017. The DRC further noted that no due date for payment of the monthly remuneration is established in the contract.
6. Moreover, the Chamber also took note that the parties signed the annex on 2 July 2014, which established that the payment of remuneration is determined by this document, and according to which all payments to the Claimant shall be made with deducted income tax, in accordance with the applicable laws of country D. Moreover, the annex confirmed the monthly salary payment to the Claimant as established in the contract, and further stipulated that the Respondent undertook to pay to the Claimant, *inter alia*, bonus payments which are payable “every month within 30 days of the month following the month of the successful matches”, as follows:
  - Additional remuneration for each win of the Respondent, provided that the Claimant played at least for 45 minutes, determined on the basis of statistics of the Football Union of country D and Premier League of country D, as follows:
    - Per win during the “2014-2016” season: 250,000;
    - Per win during the 2016-2017 season: 330,000.
  - Additional remuneration for each draw of the Respondent, provided that the Claimant played at least for 45 minutes, determined on the basis of statistics of the Football Union of country D and Premier League of country D, as follows:
    - Per draw during the “2014-2016” season: 125,000;

- Per draw during the 2016-2017 season: 165,000.

7. The Chamber further observed that the Claimant had lodged a claim before FIFA against the Respondent seeking payment in the total amount of 20,820,125.50, corresponding to outstanding remuneration for the months of December 2014 until April 2015, outstanding match bonuses for the months of December 2014, and March and April, according to the Claimant, "2014" as well as compensation for breach of contract.
8. In this respect, the Chamber paid due consideration to the fact that on 13 April 2015, the Claimant put the club in default of payment of the total amount of 2,503,955.70, and requested the payment of alleged outstanding remuneration corresponding to the partial unpaid salary for the month of December 2014 of 8,783.29, alleged unpaid salaries of January until March 2015, in the amount of 750,000, each, and alleged unpaid match bonuses for December 2014 in the amount of 245,172.41. In this respect, the DRC observed that the Claimant gave the Respondent a 3 days deadline to settle the alleged debt, informing it that otherwise he would initiate proceedings before the DRC.
9. Subsequently, it was duly noted by the DRC that on 20 April 2015, the Claimant terminated the contractual relationship, based on the Respondent's alleged failure to settle the debt. In addition, the DRC noted that the Claimant sustained having sent several requests for payments to the Respondent after this date, which according to the Claimant, remained unanswered. The Respondent, on its part, did not contest having received these requests and that they remained unanswered.
10. Furthermore, the Chamber noted that, on the other hand, the Respondent argued that the Claimant did not have just cause to terminate the contract. In this regard, the members of the Chamber observed that the Respondent acknowledged not having paid some amounts to the Claimant at the moment of the termination of the contract, while explaining that it had some financial difficulties, but that, nevertheless, it tried to comply with its financial obligations towards the Claimant as far as it was possible. Moreover, it was further observed that the Respondent provided an overview of payments to the Claimant, along with enclosed evidence of said payments, for the time period between January 2015 and February 2016. The DRC duly observed that the Respondent maintained that it should not be held liable to pay any compensation as it was the Claimant's will to terminate the contract due to its financial difficulties.
11. Moreover, the DRC took note that the Claimant recognized having received the payments alleged by the Respondent. However, the members of the Chamber took note of the Claimant's allegation to have had just cause to

terminate the contract, due to the Respondent's alleged lack of payment of a substantial amount at the time of the termination of the contract and that thus, the latter is to be held liable for the payment of compensation for breach of contract.

12. Having established the aforementioned, the Chamber concluded that the underlying issue in this dispute was to determine whether the employment contract had been unilaterally terminated with or without just cause by the Claimant and which party was responsible for the early termination of the contractual relationship in question.
13. In this respect, the DRC concluded that, as it had been uncontested by the parties that the Claimant prematurely terminated the employment contract on 20 April 2015 by means of a termination notice, in order to correctly assess if said termination was with or without just cause, the DRC had to calculate the outstanding remuneration, specifically the salary remuneration, due to the Claimant by the time he terminated the contract. The DRC emphasised, once again, that the payments allegedly made by the Respondent were not contested by the Claimant.
14. In light of the above, the DRC analysed the salary remuneration due in accordance with the contract, and confirmed by the annex, for the period between December 2014 and March 2015, and proceeded to compare it with the amounts paid by the Respondent during that period, on the basis of the payment receipts provided by the Respondent to support its allegations.
15. In this context, the Chamber observed that the Claimant was entitled to 3,000,000 in salaries between December 2014 and March 2015, in accordance with the contract. Subsequently, the DRC observed that the Respondent provided evidence of payment, albeit on seemingly random dates and not corresponding to the contractual stipulations agreed by the parties, of 1,277,758 during this period of time. At this point, the Chamber analysed the payment receipts provided by the Respondent for this time frame, and highlighted that in accordance with said payments, 927,758 relate to salaries and 350,000 relate to bonuses.
16. In continuation, considering the salary remuneration due to the Claimant during the mentioned time frame of December 2014 until March 2015, there is a discrepancy between the salary amounts in accordance with the contract for said time frame and the payment receipts provided by the Respondent, related to salaries that cover said period, of 2,072,242. This amount corresponds to almost 3 monthly salaries.
17. Moreover, the members of the DRC turned their attention to the assertion of the Respondent that a tax deduction corresponding to personal income tax at

the rate of 13% should apply to payments to the Claimant. In this respect, the DRC recalled the contents of art. 12 par. 3 and par. 6 of the Procedural Rules, according to which any party claiming a right on the basis of an alleged fact shall carry the burden of proof, and took note that the Respondent did not submit any evidence of any such deduction for the payments made in the past and did not submit any evidence of payment of these taxes to the relevant tax authorities. Moreover, the DRC observed that there is no clear contractual clause that established, without doubt, which is the rate of this taxation and therefore, concluded that such reasoning could not be followed, and in consequence, the amounts due to the Claimant in accordance with the contract have to be assumed as net amounts.

18. Having said that, the Chamber reiterated that until the date of termination, an amount of 2,072,242, which corresponds to almost 3 monthly salaries, remained outstanding.
19. On account of the aforementioned, the Chamber decided that, considering that the Respondent had repeatedly and for a significant period of time been in breach of its contractual obligations towards the Claimant, the latter had just cause to unilaterally terminate the employment contract on 20 April 2015 and that, as a result, the Respondent is to be held liable for the early termination of the employment contract with just cause by the Claimant.
20. Having established that the Respondent is to be held liable for the early termination of the employment contract, the Chamber focused its attention on the consequences of such termination. Taking into consideration art. 17 par. 1 of the Regulations, the Chamber decided that the Claimant is entitled to receive from the Respondent an amount of money as compensation for breach of contract in addition to any outstanding payments on the basis of the relevant employment contract.
21. First, the members of the Chamber recalled that the Respondent sustained that there is no outstanding remuneration, as the corresponding amounts were paid to the Claimant. Furthermore, taking into account the documentation presented by the Claimant in support of his petition, the DRC concluded that the Claimant had not fully substantiated his claim with pertinent documentary evidence in accordance with art. 12 par. 3 of the Procedural Rules. That is, there is no supporting documentation relating to the Claimant's claim pertaining to outstanding bonuses. Consequently, the DRC decided to reject this part of the Claimant's claim.
22. Therefore, in order to properly assess the Respondent's allegation, the Chamber analyzed the evidence of payment provided by the Respondent in respect to salary, specifically the payments made by the Respondent after the date of termination of the contract i.e. 20 April 2015, and recalled that it has

been established that at the moment of termination an amount of 2,072,242 remained outstanding. In this respect, the members of the Chamber noted that the Respondent made six payments to the Claimant after the termination of the contract, from which three refer to salaries due before the termination. These three payments made by the Respondent equal 1,748,700. The DRC concluded that it must then deduct said amount from the amount established as outstanding at the time of termination, i.e. 2,072,242, which leaves a balance of 323,542 in salaries to be paid to the Claimant.

23. Furthermore, it was duly observed by the Chamber that the Respondent paid an amount of 1,000,000 by the end of December 2015, and 237,583 on 26 February 2016. Consequently, there is no outstanding salary to be paid to the Claimant, and in fact, taking into account the amounts paid, there is a balance in favor of the Respondent in the amount of 914,041. However, the Chamber concurred that the Respondent must have had fulfilled its obligations as per the contract, in accordance with the general legal principle of *pacta sunt servanda*, and consequently, the Chamber decided that the Respondent is liable to pay to the Claimant only interest for late payment on the amount of 323,542, as from the date of the claim, i.e. 27 August 2015, as requested by the Claimant, until 28 December 2015, date on which the Respondent covered the outstanding salaries due before the termination of the contract, calculated as 5,451.46.
24. In continuation, the Chamber decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract in addition to any outstanding salaries on the basis of the relevant employment contract.
25. In this context, the Chamber outlined that, in accordance with said provision, 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.
26. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent contracts contain 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 respect, the DRC took note that the Respondent sustained that in accordance with art. 17 par. 3 of the contract, the parties had already agreed the payable compensation in case of termination without just cause by

the Respondent, which should only amount to 3 monthly salaries at the time of termination.

27. The members of the Chamber recalled that art. 17 par. 3 of the contract established that in case the Respondent decides to terminate the contract prematurely, the Respondent shall pay the Claimant as compensation for the early termination an amount corresponding to three salaries. Furthermore, the DRC observed that art. 18 of the contract established that in the event of an early termination of the contract by the Claimant, without just cause, as well as in the event of an early termination by the Respondent, *"on assumptions which belong to disciplinary penalties"*, the Claimant shall pay the Respondent, within one month from the date of termination, a cash payment of 20,000,000.
28. In this respect, the members of the Chamber agreed that there is no contractual stipulation in the contract that foresees the consequences of a termination by the Claimant with just cause, and therefore, neither of the abovementioned clauses can be applied to the matter at hand and cannot be taken into consideration in the determination of the amount of compensation.
29. As a consequence, the members of the Chamber determined that the amount of compensation payable by the Respondent to the Claimant 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 remuneration of criteria to be taken into consideration when calculating the amount of compensation payable.
30. Having recalled the aforementioned, and in order to evaluate the compensation to be paid by the Respondent, the members of the Chamber took into account the remuneration due to the Claimant in accordance with the employment contract, along with his professional situation after the early termination occurred. Bearing in mind the foregoing as well as the claim of the Claimant, the Chamber proceeded with the calculation of the monies payable to the Claimant under the terms of the contract until 31 May 2017. In this regard, the members of the Chamber concluded that this amount is 21,455,000 (*i.e.* salary as from April 2015 until May 2017 under the contract). Furthermore, the Chamber recalled that taking into account the payments made by the Respondent, there is a balance in favour of it of 914,041. Consequently, 20,540,959 serves as the basis for the determination of the amount of compensation for breach of contract.
31. In continuation, the Chamber remarked that, as confirmed by the Claimant, following the early termination of the employment contract at the basis of the present dispute, on 2 July 2015, the Claimant signed an employment contract with the club from country B, Club E, valid until 30 June 2017, in accordance

with which the player was to receive a monthly salary of 5,000,000, corresponding to 80,300. Therefore, the Chamber established that the value of the new employment contract concluded between the Claimant and the new club for the period as from July 2015 until and including May 2017 amounted to 1,846,900. Consequently, in accordance with the constant practice of the Dispute Resolution Chamber and the general obligation of the Claimant to mitigate his damages, such remuneration under the new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract

32. In view of all of the above, the Chamber decided that the Respondent must pay the amount of 18,690,959 to the Claimant as compensation for breach of contract without just case, which is considered by the Chamber to be a reasonable and justified amount as compensation.
33. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claim lodged by the Claimant is rejected.

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

1. The claim of the Claimant, Player A, is partially accepted.
2. The Respondent, Club C, has to pay to the Claimant interest for late payment in the amount of 5,451.46, **within 30 days** as from the date of notification of this decision.
3. The Respondent has to pay to the Claimant compensation for breach of contract in the amount of 18,690,959, **within 30 days** as from the date of notification of this decision.
4. In the event that the amount due to the Claimant in accordance with the above-mentioned number 3. is not paid by the Respondent within the stated time limit, interest at the rate of 5% *p.a.* will fall due as of expiry of the aforementioned time limit and the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.
5. Any further claim lodged by the Claimant is rejected.
6. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittances are to be made and to notify the Dispute Resolution Chamber of every payment received.

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

According to article 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:

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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Marco Villiger  
Deputy Secretary General

Encl. CAS directives