

# Decision of the Dispute Resolution Chamber (DRC) judge

passed in Zurich, Switzerland, on 6 November 2014,

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

on the claim presented by the player,

**Player R**, from country S

*as Claimant*

against the club,

**Club L**, from country S

*as Respondent*

regarding an employment-related contractual dispute  
arisen between the parties

## **I. Facts of the case**

1. On 6 November 2010, Club L, from country S (hereinafter: *the Respondent*), and Player R, from country Z (hereinafter: *the Claimant*), concluded an employment contract (hereinafter: *the contract*) valid from 1 January 2011 until 10 November 2011.
2. According to the contract, the Claimant was entitled to receive a monthly salary amounting to currency of country S 24,600. Equally, the contract stipulated that "*the [Respondent] shall pay tax and social fees on [Claimant's] salary*".
3. On 23 December 2011, the Claimant lodged a claim against the Respondent in front of FIFA, requesting the total amount of currency of country S 24,600 gross, corresponding to an outstanding salary for the month of October 2011, plus interest, as well as costs.
4. Despite having been invited by FIFA to do so, the Respondent never replied to the claim of the Claimant.

## **II. Considerations of the DRC judge**

1. First of all, the Dispute Resolution Chamber (DRC) judge (hereinafter: *the DRC judge* or *the judge*) analysed whether he was competent to deal with the matter at stake. In this respect, the judge referred to art. 21 par. 1 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*). The present matter was submitted to FIFA on 23 December 2011. Therefore, the DRC judge concluded that the edition 2008 of the Procedural Rules was applicable to the matter at hand (cf. art. 21 par. 2 and 3 of the Procedural Rules).
2. Subsequently, the DRC judge referred to art. 3 par. 1 and 2 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 2014), he is competent to decide on the present litigation, which concerns an employment-related dispute with an international dimension, between a country Z player and a country S club.
3. Furthermore, the judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance with art. 26 par. 1 and par. 2 of the Regulations (editions 2010, 2012 and 2014), and considering that the present claim was lodged on 23 December 2011, the 2010 edition of said regulations is applicable to the matter at hand as to the substance.
4. The competence of the DRC judge and the applicable regulations having been established, the judge entered into the substance of the matter. In doing so, he started to acknowledge the facts of the case as well as the documents contained in the file. However, the DRC judge emphasised that in the following

considerations he will refer only to the facts, arguments and documentary evidence which he considered pertinent for the assessment of the matter at hand.

5. In continuation, before starting to acknowledge and to analyse the Claimant's claim, the judge wished to point out that the Respondent, in spite of having been given the opportunity to reply to the claim submitted by the Claimant, failed to present its response in this respect and, by doing so, it tacitly renounced to its right of defence.
6. As a consequence of the preceding consideration, the DRC judge established that, in accordance with art. 9 par. 3 of the Procedural Rules, he shall take a decision upon the basis of the documents on file.
7. Having said that, the judge acknowledged that it was undisputed by the parties that, on 6 November 2010, they had signed an employment contract valid from 1 January 2011 until 10 November 2011, in accordance with which the Claimant was entitled to receive a monthly remuneration amounting to currency of country S 24,600 and that the Respondent "*shall pay tax and social fees on [Claimant's] salary*".
8. In continuation, the DRC judge noted that the Claimant alleged that the Respondent had failed to pay his salary for the month of October 2011. As a consequence, the judge took due note that the Claimant asked to be awarded the total outstanding amount of currency of country S 24,600, as well as costs.
9. In this context, the DRC judge decided that, in accordance with the general legal principle of *pacta sunt servanda*, the Respondent should be liable to pay to the Claimant outstanding remuneration in the total amount of currency of country S 24,600 as well as 5% interest *p.a.* on the amount as from 23 December 2011 until the date of effective payment, in accordance with the Claimant's request.
10. However, the judge held that the Claimant's claim pertaining to costs is rejected, in accordance with art. 18 par. 4 of the Procedural Rules and the Chamber's respective longstanding jurisprudence.
11. Finally, the DRC judge concluded his deliberations in the present matter by establishing that the Claimant's claim is partially accepted.

### **III. Decision of the DRC judge**

1. The claim of the Claimant, Player R, is partially accepted.
2. The Respondent, Club L, is ordered to pay to the Claimant outstanding remuneration in the amount of currency of country S 24,600 plus 5% interest *p.a.* as from 23 December 2011 until the date of effective payment, **within 30 days** as from the date of notification of this decision.
3. In the event that the amount due to the Claimant in accordance with the above-mentioned number 2. plus interest is not paid within the above-mentioned time

limit, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for its consideration and a formal decision.

4. Any further claims lodged by the Claimant are rejected.
5. 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 DRC judge of every payment received.

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

According to article 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:

Court of Arbitration for Sport  
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For the DRC judge

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Jérôme Valcke  
Secretary General

Encl. CAS directives