Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 27 November 2014,

in the following composition:

Geoff Thompson (England), Chairman
Mario Gallavotti (Italy), member
Johan van Gaalen (South Africa), member

on the claim presented by the club,

Club S, from country B

as *Claimant / Counter-Respondent*

against the player,

Player H, from country B

as *Respondent I*

and the club,

Club Z, from country C

as *Respondent II / Counter-Claimant*

regarding an employment-related dispute
between the parties

I. Facts of the case

1. According to Club S, from country B (hereinafter: *the Claimant / Counter-Respondent*), on 27 December 2012, Player S, from country H (hereinafter: *the Respondent I*), born in May 1988, and the Claimant / Counter-Respondent signed an employment contract (hereinafter: *the contract*) valid as from 8 January 2013 until 30 June 2015.

2. In accordance with clause III of the contract, the Respondent I was entitled to the following remuneration:
   - EUR 10,000 per month, payable before the 25th day of the following month, for a period of ten months each year;
   - EUR 150,000 as signing-fee payable upon the signing of the contract;
   - EUR 60,000 as a down payment payable by 15 January 2014;
   - EUR 30,000 as a down payment payable by 15 January 2015.

3. Clause X.2. of the contract establishes a minimum transfer fee, in case the Respondent I is transferred to a third club, in the amount of EUR 600,000.

4. On 16 January 2013, the Claimant / Counter-Respondent lodged a claim against the Respondent I in front of FIFA, requesting the Respondent I's return to the Claimant / Counter-Respondent and reserving its rights to claim further compensations.

5. In this regard, the Claimant / Counter-Respondent explained that it signed the contract with the Respondent I on 27 December 2012, however, on 4 January 2013, there was a press release on the website of the Club Z, from country C (hereinafter: *the Respondent II / Counter-Claimant*), announcing the signing of the Respondent I.

6. Furthermore, the Respondent I did not show up in the club of the Claimant / Counter-Respondent on 8 January 2013, when the training for the pre-season began, so, according to the Claimant / Counter-Respondent, it contacted the Respondent I via telephone and the latter confirmed that he had signed for the Respondent II / Counter-Claimant and that he would not return to the Claimant / Counter-Respondent.

7. Consequently, on 15 January 2013, the Claimant / Counter-Respondent sent a letter addressed to the Respondent I and the Respondent II / Counter-Claimant urging the former to return to the Claimant / Counter-Respondent or to regularize the situation whilst making reference to the possible consequences of not doing so. In this respect, on 16 January 2013, the Respondent II / Counter-Claimant replied to the letter saying that the Respondent I was with

the team training in country T and that he would contact the Claimant / Counter-Respondent upon his return.

8. Based on the above, the Claimant / Counter-Respondent considered that the Respondent I had "*abandoned*" it on 8 January 2013 without authorization and without just cause and, therefore, the Respondent I had breached the contract.

9. In his response thereto, the Respondent I firstly declared that he was "*currently properly registered*" with the Respondent II / Counter-Claimant which, for such registration, had received all the relevant documentation from his former club, Club F, and the Football Federation of country H. In this regard, the Respondent I held that before signing with the Respondent II / Counter-Claimant, he had an employment contract with Club F valid until 20 July 2013.

10. Moreover, the Respondent I stressed that the Claimant / Counter-Respondent forced him to sign the contract by insisting that everything was arranged with Club F, and added that "*during negotiations and signing he wasn't given the possibility of translation of the contract*". The Respondent I considered that the Claimant / Counter-Respondent had taken advantage of his ignorance to make him sign an "*invalid contract*". The Respondent I further explained that when he returned to country H from country B, he contacted Club F and they told him that nobody from the Claimant / Counter-Respondent had ever contacted it regarding his transfer.

11. In this regard, the Respondent I enclosed a letter addressed to him, dated 15 February 2013 and signed by the General Director of Club F, which states that (i) the employment contract with Club F is valid until 20 July 2013; (ii) the only club which entered into formal negotiations for his transfer was the Respondent II / Counter-Claimant with which, in fact, it had concluded a transfer agreement and (iii) no other club contacted Club F officially regarding the Respondent I's transfer "*during period December 2012 – January 2013*".

12. Additionally, the Respondent I stressed that he was never registered with the Claimant / Counter-Respondent in the country B Football Union and that the latter never requested the relevant documentation from the Football Federation of country H to complete his registration.

13. Based on the above, the Respondent I concluded that the contract is invalid because it was signed while his contract with Club F still had a validity of eight more months and, therefore, it cannot "*produce any legal effect*".
14. In consequence, the Respondent I declared that "*due to the fraudulent conduct and serious violations of the FIFA Regulations on the Status and*

Transfer of Players, player had the right to terminate it [the contract] *unilaterally in accordance with Article 14 of the FIFA Regulations on the Status and Transfer of Players which he did*".

15. At this point and as a reply to the Respondent I's position, on 19 March 2013, the Claimant / Counter-Respondent amended its initial claim and lodged a claim for unilateral termination of the contract by the Respondent I without just cause, requesting compensation in the amount of EUR 1,000,000 plus 5% interest p.a. "*accrued since 9 January 2013*", as well as sporting sanctions for the Respondent, in particular, "*a four-month restriction on Player S on playing official matches*".

16. Furthermore, the Claimant / Counter-Respondent also requested the joint and several liability of the Respondent II / Counter-Claimant, as well as the application of sporting sanctions for inducement to breach of contract according to art. 17.4 of the FIFA Regulations, in particular, a ban to register any new players for "*the two next entire and consecutive registration periods*".

17. In its submission, the Claimant / Counter-Respondent explained that in November 2012, it contacted the Club F, in order to learn about the situation of the Respondent I. According to the Claimant / Counter-Respondent, the director of Club F told them, by telephone, that their contract with the Respondent I would expire on 13 February 2013 because the Respondent I did not want to extend it. Additionally, Club F's director apparently informed the Claimant / Counter-Respondent that it could freely negotiate with the Respondent I and that it would not request any financial compensation in case the Respondent I signed with the Claimant / Counter-Respondent.

18. Later on, on 27 December 2012, according to the Claimant / Counter-Respondent, itself and the Respondent I signed the contract while, at that moment in time, the Claimant / Counter-Respondent had never heard about the apparent interest of the Respondent II / Counter-Claimant in the Respondent I and Club F had not objected to anything, being the negotiations and potential signing between the Respondent I and the Claimant / Counter-Respondent of public knowledge.

19. In addition, the Claimant / Counter-Respondent highlighted that, according to the information contained in the TMS, the validity of the employment contract between the Respondent I and Club F was until 13 February 2013. The Claimant / Counter-Respondent further stated that this fact was corroborated by public declarations of the Respondent I's father and agent to the press. Therefore, the Claimant / Counter-Respondent considered that it did not contravene the FIFA Regulations, as the signing of the contract took place only

two months before the date of expiry of the Respondent I's former employment contract.

20. Moreover, the Claimant / Counter-Respondent pointed out that the argument put forward by the Respondent I, regarding his ignorance of the country B language, should be disregarded because this could not exonerate him from his obligations as per the contract. Further on, the Claimant / Counter-Respondent explained that it did not start the process for registering the Respondent I, because in country B the transfer period began on 1 February 2013.

21. The Respondent I replied to the Claimant / Counter-Respondent's amended claim, and firstly provided a copy of the employment contract signed with Club F, which indicated that the employment relationship would be valid as from 25 July 2012 until 20 July 2013.

22. Additionally, the Respondent I explained that the Claimant / Counter-Respondent gave him a document to sign and informed him that it was a pre-contract establishing the conditions of a possible future collaboration, which would only be valid if the Claimant / Counter-Respondent and Club F agreed on the transfer of the Respondent I. When the Respondent I showed his reluctance to sign such document, the representatives of the Claimant / Counter-Respondent allegedly intimidated him and forced him to sign it immediately.

23. In view of the above, the Respondent I declared that he had enough reasons to assume that the contract was null and void and, thus, when he was informed by Club F that the Respondent II / Counter-Claimant was interested in him, the three parties began the negotiations and on 4 January 2013, Club F and the Respondent II / Counter-Claimant signed the transfer agreement for a transfer fee of EUR 51,130 and the latter and the Respondent I signed the employment contract valid as from the date of signing until 31 December 2013, with an option to extend.

24. Furthermore, the Respondent I alleged that the Claimant / Counter-Respondent had "*committed the inducement to the breach of contract*" with Club F and, later on, with the Respondent II / Counter-Claimant, so if he was to be found liable of breach of contract with any of the above-mentioned clubs, the Claimant / Counter-Respondent should then be held liable for inducement to breach of contract.

25. Accordingly, in view of all his arguments and allegations, the Respondent I requested FIFA to reject the claim of the Claimant / Counter-Respondent as

well as to "*take appropriate sanctions against Club S for violation of Art. 18(3) of the FIFA Regulations*".

26. For its part, the Respondent II / Counter-Respondent replied as well to the Claimant / Counter-Respondent's claim, and lodged a counterclaim against it requesting the amount of EUR 600,000 for inducement of contractual breach.

27. The Respondent II / Counter-Claimant firstly declared that it only knew about the existence of the contract between the Claimant / Counter-Respondent and the Respondent I when it received the claim lodged by the Claimant / Counter-Respondent. At that moment, the Respondent I requested Club F a clarification of the situation regarding his transfer from Club F and so, on 15 February 2013, the latter provided the Respondent I, in writing, with such clarification (cf. paragraph 11 above).

28. Moreover, the Respondent II / Counter-Claimant stated that the negotiations with Club F regarding the signing of the Respondent I took place in compliance with the existing regulations and at all times Club F was informed about them, not being aware of the alleged Claimant / Counter-Respondent's interest in the Respondent I and in no way being conscious about any employment contract signed between the Respondent I and the Claimant / Counter-Respondent.

29. The Respondent II / Counter-Claimant established that the Claimant / Counter-Respondent contravened art. 18.3 of the FIFA Regulations "*by contacting and signing a contract with a player who was still under contract*" as, according to the Respondent II / Counter-Claimant, the contract was signed on 8 January 2013, while the Respondent I was already under a valid employment contract with the Respondent II / Counter-Claimant as from 4 January 2013, and the Claimant / Counter-Respondent did not inform in writing the Respondent II / Counter-Claimant about its intention of signing the Respondent I.

30. Based on the previous, the Respondent II / Counter-Claimant declared that the Claimant / Counter-Respondent had "*blatantly violated the principle of the maintenance of contractual stability*" and, together with the Claimant / Counter-Respondent's conduct of inducing the Respondent I to breach his contract with the Respondent II / Counter-Claimant, considered that FIFA should sanction the Claimant / Counter-Respondent and, in case the Respondent I was to be held liable for a breach of the contract with the Respondent II / Counter-Claimant, it requested compensation "*both from Club S* [the Claimant / Counter-Respondent] *and the player* [the Respondent I] *in the amount of EUR 600,000*".

31. In reply to the positions of the Respondent I and the Respondent II / Counter-Claimant, the Claimant / Counter-Respondent explained that the signing of the contract undisputedly took place on 27 December 2012 and insisted on the validity of the contract, irrespective of Club F's knowledge or lack of knowledge about the negotiations between the Claimant / Counter-Respondent and the Respondent I.

32. The Claimant / Counter-Respondent repeated all its previous arguments as to the validity of the contract and added that the Respondent I was "*fully conscious*" about the fact that he was signing the contract and not a pre-contract as he alleges, as his agent translated him everything that was said in the relevant meeting.

33. Furthermore, the Claimant / Counter-Respondent contested the authenticity of the copy of the employment contract concluded between the Respondent I and Club F allegedly dated 25 July 2012, which was provided by the Respondent I. The Claimant / Counter-Respondent based its allegation of forgery on the fact that, in the TMS, the employment contract uploaded was set to terminate on 13 February 2013.

34. As to the counterclaim lodged against it by the Respondent II / Counter-Claimant, the Claimant / Counter-Respondent stated that it was "*evidently unsubstantiated and ill-founded*".

35. The Respondent I rejected the Claimant / Counter-Respondent's allegation of forgery of the employment contract signed with Club F that he had provided, stressing that it contained the official stamps of the Football Federation of country H. However and despite having been requested by FIFA to provide the original employment contract, the Respondent I did not send it.

36. Finally and after the closure of the investigation phase, on 15 September 2014 the Respondent I contested FIFA's competence to deal with the matter at stake alleging that the country B Labour Code and Civil Procedure Code establish that employment related disputes cannot be submitted to arbitration bodies. In this regard, the Respondent I considered that the present dispute should be resolved "*exclusively*" by the country B courts.

37. The Respondent I signed a contract with the Respondent II / Counter-Claimant on 4 January 2013, valid until 31 December 2013 and extendable until 31 December 2017 "*under the same conditions*". In this regard, the Respondent I, upon request of FIFA, confirmed that he is currently still registered with the Respondent II / Counter-Claimant. In accordance with such contract, the Respondent I was entitled to receive, for the season 2012/2013 a total remuneration of EUR 152,000.

38. The employment contract between the Respondent I and Club F available in TMS indicates a starting date of 15 March 2012 and a termination date of 15 March 2013.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter referred to as *the DRC* or *the Chamber*) analysed whether it was competent to deal with the matter at stake. In this respect, it took note that the present matter was submitted to FIFA on 16 January 2013. Consequently, the 2012 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 2012 and 2014 editions of the Procedural Rules).

2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 and 2 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2014) the Dispute Resolution Chamber shall adjudicate on employment-related disputes between a club and a player that have an international dimension.

3. In continuation, 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 referred, on the one hand, to art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (editions 2012 and 2014), and, on the other hand, to the fact that the present claim was lodged in front of FIFA on 16 January 2013. Therefore, the DRC concluded that the 2012 edition of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*), is applicable to the matter at hand as to the substance.

4. The competence of the Dispute Resolution Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In doing so, it started by acknowledging the abovementioned facts of the matter as well as the documentation contained in the file. 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 first referred to the unsolicited correspondence sent by the Respondent I on 15 September 2014 and noted that such correspondence was only received more than 8 months after the investigation-phase of the

matter at hand had already been concluded, thus, at the time that the parties had already been informed that no further submissions of the parties would be admitted to the file. As a result, the DRC decided not to take into account the correspondence of the Respondent I dated 15 September 2014 and established that, in accordance with art. 9 par. 3 and art. 16 of the Procedural Rules, it shall take a decision upon the basis of those documents on file that were provided prior to the closure of the investigation-phase.

6. In view of the allegations and arguments presented by the parties involved in the present matter, the Chamber underlined that in order to be able to establish as to whether, as claimed by Claimant / Counter-Respondent, a breach of contract had been committed by the Respondent I, it should first of all pronounce itself on the issue of the validity of the relevant employment contract allegedly signed on 27 December 2012, which was submitted by the Claimant / Counter-Respondent.

7. In this respect, the Chamber duly noted that it was not disputed by the Respondent I that the contract was signed on 27 December 2012. However, the Chamber acknowledged that the Respondent I challenged the validity of said contract, arguing that he was forced to sign the contract by the Claimant / Counter-Respondent's representatives, abusing the fact that he did not speak the country B language to mislead him.

8. In this regard, the Chamber was eager to refer to its longstanding and well-established jurisprudence and emphasised that a party signing a document of legal importance without knowledge of its precise contents, as a general rule, does so on its own responsibility. In light of the above, the Chamber concluded that the Respondent I's reported unfamiliarity with the country B language was not a valid cause to consider the document he signed as null and void. What is more, and with reference to art. 12 par. 3 of the Procedural Rules, the Chamber held that there had been no evidence provided that the Respondent I had indeed been forced by the Claimant / Counter-Respondent to sign the relevant employment contract.

9. The Chamber further noted that the Respondent I challenged the validity of the contract on the basis that it was never registered within the country B Football Union and alleging that the Claimant / Counter-Respondent had never requested the relevant documentation in order to register him with the country B Football Union.

10. In this respect, the DRC deemed of pertinence to recall its jurisprudence in accordance with which the validity of an employment contract cannot be made conditional upon the execution of (administrative) formalities, such as,

but not limited to, the registration procedure in connection with the international transfer of a player.

11. Having stated the aforementioned and as to the Respondent I's allegation that he had merely signed a pre-contract with the Claimant / Counter-Respondent, the Chamber wished to highlight that, in order for an employment contract to be considered as valid and binding, apart from the signature of both the employer and the employee, it should contain the *essentialia negotii* of an employment contract, such as the parties to the contract and their role, the duration of the employment relationship and the remuneration payable by the employer to the employee, *i.e.* respectively, the Claimant / Counter-Respondent and the Respondent I.

12. After careful study of the contract presented by the Claimant / Counter-Respondent, the Chamber concluded that all such essential elements are included in the pertinent employment contract, in particular, the contract establishes that the Respondent I has to render his services to the Claimant / Counter-Respondent during a fixed period of time, which, in exchange therefor, has to pay to the Respondent I a monthly remuneration.

13. On account of the above, the Chamber came to the firm conclusion that the arguments of the Respondent I cannot be upheld and that the contract signed by and between the Claimant / Counter-Respondent and the Respondent I on 27 December 2012 was a valid employment contract binding the parties as from 8 January 2013 until 30 June 2015.

14. Having established the above, the Chamber turned its attention to the question of the alleged breach of contract without just cause by the Respondent I.

15. In this respect, the Chamber was eager to highlight that based on the parties' respective statements and the documentation available on file, it was undisputed that the Respondent I never joined the Claimant / Counter-Claimant in order to offer his services to the Claimant / Counter-Respondent in accordance with the relevant employment contract. Also, it is undisputed that, on 4 January 2013, the Respondent I signed an employment contract with the Respondent II / Counter-Claimant covering partially the same period of time as the employment contract the Respondent I signed with the Claimant / Counter-Respondent. By acting as such, the Chamber concurred that the Respondent I had acted in breach of the employment contract concluded with the Claimant / Counter-Respondent and is therefore to be held liable for termination of the contract without just cause.

16. Given the above-mentioned circumstances, the Chamber recalled that, according to art. 18 par. 5 of the Regulations, if a player enters into an employment contract with different clubs for the same period of time, the provisions of Chapter IV of the Regulations regarding the maintenance of contractual stability between professionals and clubs shall apply.

17. In continuation, the members of the Chamber referred to item 7. of the *"Definitions"* section of the Regulations, which stipulates *inter alia* that the protected period comprises *"three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional*". In this regard, the Dispute Resolution Chamber pointed out that given the facts of the present case, the unjustified breach of contract by the Respondent I had obviously occurred within the applicable protected period.

18. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent I during the protected period.

19. In this respect, the Chamber first addressed the question of sporting sanctions against the Respondent I in accordance with art. 17 par. 3 of the Regulations. The cited provision stipulates *inter alia* that sporting sanctions shall be imposed on any player found to be in breach of contract during the protected period. Furthermore, the Chamber recalled, once again, that art. 18 par. 5 of the Regulations, which deals with the consequences of entering into more than one contract covering the same time period, clearly states that a player shall be subject to the provisions of Chapter IV of the Regulations regarding the maintenance of contractual stability between professionals and clubs.

20. In this regard, the Dispute Resolution Chamber recalled that the breach of contract by the Respondent I had occurred during the applicable protected period. In this respect, the members of the Chamber outlined that the Respondent I actually signed three contracts with overlapping time periods. The latter fact is evidence of the Respondent I's disregard to the principle of contractual stability. Consequently, the Chamber decided that, by virtue of art. 17 par. 3 of the Regulations, the Respondent I had to be sanctioned with a restriction of four months on his eligibility to participate in official matches.

21. In continuation, the Chamber held that the issue of inducement with respect to the Respondent II / Counter-Claimant is not to be considered since from the documentation on file it can be noted that the Respondent II / Counter-Claimant duly contacted the club with which the Respondent I was registered

at the time, i.e. Club F, with the aim to sign a contract with the Respondent I and complete his registration, in accordance with the applicable rules.

22. Moreover, the Dispute Resolution Chamber referred to the provisions of art. 17 par. 1 of the Regulations, in accordance with which a consequence of terminating a contract without just cause is the payment of compensation by the party in breach to the counterparty. In this respect, the members of the Chamber recalled that the Claimant / Counter-Respondent's claim includes a request for compensation for breach of contract in the total amount of EUR 1,000,000.

23. Having recalled the aforementioned, the Chamber strongly affirmed, however, that the particular circumstances surrounding the breach of contract by the Respondent I in the present case had to be taken into consideration in order to determine whether compensation was payable by the Respondent I and, in joint liability, the Respondent II / Counter-Claimant (cf. art. 17 par. 2 of the Regulations).

24. In this regard, the Chamber observed that the Claimant / Counter-Respondent asserted that it was orally informed by the Respondent I's former club, Club F, that its contract with the Respondent I was due to expire on 13 February 2013. Furthermore, the Chamber duly noted that Club F stated, in a letter addressed to the Respondent I during the course of the present proceedings, that it was never contacted by the Claimant / Counter-Respondent. The DRC further noted that both the Respondent I and Club F asserted that the employment contract that bound them was set to end on 20 July 2013.

25. At this point, the members of the Chamber wished to underline that it will not enter into analysing the alleged forgery of the employment contract signed between the Respondent I and Club F, as it deemed it is not an underlying issue of the present dispute, as will be explained in the following considerations. Therefore, the Chamber concluded that it will only take into consideration, for the purposes of the matter at stake, the information contained in the TMS, *i.e.* it took into account the contract concluded between the Respondent I and Club F which was due to expire on 15 March 2013.

26. Having established the above, the members of the Chamber took due note that the Claimant / Counter-Respondent acknowledged having relied on Club F's statements as well as on the statements given by the Respondent I's father and agent to the press.

27. Furthermore, the Chamber recalled that in accordance with 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. In this regard, the Chamber determined that

the Claimant / Counter-Respondent did not provide any documentary evidence that could substantiate having duly contacted Club F in order to assess the actual contractual situation of the Respondent I.

28. In light of the above, the Chamber considered that prior to signing the employment contract with the Respondent I on 27 December 2012, the Claimant / Counter-Respondent had not taken the necessary measures in order to establish whether or not the Respondent I was still contractually bound to Club F and for which time period. What is more, by acting as stated above, the DRC deemed that the Claimant / Counter-Respondent did not exercise the due diligence in order to inform itself as to the Respondent I's contractual situation.

29. In this respect, the members of the Chamber were eager to emphasise that prior to starting the relevant negotiations and entering into an employment contract with the Respondent I, in line with the stipulations set forth in art. 18 par. 3 of the Regulations, the Claimant / Counter-Respondent should have duly contacted Club F.

30. Bearing in mind the Claimant / Counter-Respondent's allegation that it was informed that the Respondent I's contract with Club F would have ended in February 2013, the Chamber wished to highlight that whereas art. 18 par. 3 of the Regulations reads that a professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months, said particular provision may only be seen as a right for the player and may by no means be understood as an exoneration for a potential club from its duty of care consisting of contacting in writing a player's current club before entering into contractual negotiations with a player.

31. Furthermore, the Chamber underlined that the Claimant / Counter-Respondent had concluded a contract with the Respondent I with an overlapping period of time. Indeed, the Claimant / Counter-Respondent asserted that it had been informed that the Respondent's contract was set to expire on 13 February 2013, however, according to TMS the contract was to expire on 15 March 2013. Yet, it had signed a contract with the Respondent I setting a starting date of 8 January 2013, i.e. more than two months prior to the alleged expiry of the contract between the Respondent I and Club F

32. In light of the considerations mentioned above, the Chamber came to the conclusion that the Claimant / Counter-Respondent had clearly committed a fault by entering into an employment contract with the Respondent I who still had a valid contract with Club F and had not been able to prove that it had contacted Club F, and, consequently, had acted in violation of the Regulations.

33. Having stated the above, the members of the Chamber held that, in accordance with the legal principle of *nemo auditur propriam turpitudinem allegans*, it could not enforce the Claimant / Counter-Respondent's claim for compensation for breach of contract by the Respondent I, since, as established above, the Claimant / Counter-Respondent was itself at fault by signing the relevant employment contract with the Respondent I on 27 December 2012. In other words, the Chamber concluded that due to the Claimant / Counter-Respondent's own fault, *i.e.* the disrespect of the Regulations, as established above, it could not be entitled to receive compensation in the case at hand. The Chamber highlighted that this is in line with existing jurisprudence of the Chamber.

34. Therefore, the Dispute Resolution Chamber decided that the Claimant / Counter-Respondent's claim for compensation for breach of contract against the Respondent I and, in joint liability, the Respondent II / Counter-Claimant, must be rejected.

35. Finally, the Chamber determined that the counter-claim lodged by the Respondent II / Counter-Claimant should be fully rejected since the Respondent I acknowledged having signed with the Claimant / Counter-Respondent prior to having signed with the Respondent II / Counter-Claimant. Equally, the Respondent I eventually joined the Respondent II / Counter-Claimant and not the Claimant / Counter-Respondent. For this reason, the DRC concluded that the Respondent II / Counter-Claimant did not suffer any damages.

36. The Chamber concluded its deliberations in the present matter by establishing that any further claims are rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent, Club S, is rejected.

2. The counter-claim of the Respondent II / Counter-Claimant, Club Z, is rejected.

3. The Respondent I, Player S, is found to have terminated the employment contract with the Claimant / Counter-Respondent without just cause within the protected period.

4. A restriction of four months on his eligibility to play in official matches is imposed on the Respondent I. This sanction applies with immediate effect as of the date of notification of the present decision. The sporting sanctions shall remain suspended in the period between the last official match of the season

and the first official match of the next season, in both cases including national cups and international championships for clubs.

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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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For the Dispute Resolution Chamber:

Jérôme Valcke
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Encl. CAS directives