

**THE DISPUTE RESOLUTION CHAMBER  
OF THE PLAYERS' STATUS COMMITTEE**

convening in Zurich, Switzerland, on 15 January 2004 and comprising:

**Slim Aloulou (Tunisia), Chairman  
Gerardo Movilla (Spain), member  
Theo van Seggelen (the Netherlands), member  
Maurice Watkins (England), member  
Paulo Rogerio Amoretty Souza (Brazil), member**

and deliberating in accordance with Article 42 of the FIFA Regulations for the Status and Transfer of Players (edition September 2001, hereinafter referred to as "Regulations") on a claim lodged by both the player X, and the club Y, regarding a contractual dispute between the said player and the club.

**TOOK INTO CONSIDERATION**

**AS TO SUBSTANCE**

- the Chamber duly noted that:
  - on 31 January 2003 the parties involved signed an employment contract, made out on a standard form, valid from 31 January 2003 until 31 December 2003 including the option for the club to "*continuously*" renew the contract for the period of one year,
  - according to this contract, the player is entitled to receive a monthly salary of .-. as well as the total amount of .-. payable over a two years' period of time in four equal instalments of .-. on 30 March 2003, 30 September 2003, 30 March 2004 and 30 September 2004,
  - furthermore, on 30 January 2003, the player and the majority shareholder of Y, in his capacity as President for Y, signed a "private agreement",
  - this "private agreement" refers to the contract signed between the parties on 31 January 2003,
  - according to the "private agreement" the player is entitled to receive, inter alia, the additional amount of .-. for the first year of the player's services,
  - this amount is payable in four equal instalments of .-. on 30 April 2003, 30 May 2003, 30 October 2003 and 30 November 2003,
  - furthermore, for the second year the player is entitled to the additional amount of .-.,
  
- the claimant, Y, maintains in its claim that:
  - the player left the club without valid reason on 14 March 2003,
  - the club has fully complied with its contractual obligations,
  - more specifically, Y has paid to the player the first instalment of .-. in advance on 1 March 2003,
  - in addition, it offered to the player a furnished flat, which he refused to accept,

- on 21 May 2003 the competent body of the Hellenic Football Federation took a decision whereby the player’s contract was suspended at the player’s fault for a period of two months, i.e. from 17 March 2003 until 16 May 2003,
- in the light of all of the above, the player unilaterally breached the employment contract without just cause,
- therefore, Y claims reimbursement of all expenses it incurred in connection with the player in question:

– First instalment paid in advance	EUR .-
– Monthly salary February 2003	EUR .-
– Air way tickets	EUR .-
– Home equipment for accommodation of player	EUR .-
– Hotel & meal costs	EUR .-
– Payment made to representative of player for issuance of his clearance	EUR .-

- the Chamber further noted that:
  - Y brought its claim in front FIFA on 11 July 2003,
  - with regard to the above-mentioned advance payment of .-, Y submitted a receipt duly signed by the player on 1 March 2003,
  - furthermore, as regards the monies pertaining to the payment made to the player’s representative for the player’s clearance and the air way tickets, a receipt to the amount of .- and invoices, respectively, were presented by Y,
  - however, the majority of the invoices submitted by Y in respect of the above-mentioned hotel & meal costs and home equipment do not refer to the player in question,
  - according to the relevant documents, only the amount of .- relating to hotel & meal costs can be linked to the player,
  
- the player, for his part,
  - submitted a counterclaim against the club in front of FIFA on 25 July 2003,
  - maintains that Y has not complied with the obligations allegedly arising from the “contract proposal” made by the club to the player prior to the signing of the above-mentioned employment agreements,
  - more specifically, the player asserts that the proposal made by the club by fax dated 27 January 2003 relating to a two years’ contract entitles the player to receive, inter alia, the amount of .- (note: .-, value date .-) for the first year and .- (note: .-, value date .-) for the second year of his services. In addition, X was invited by the club to come to Greece in order to enter into a contract with the club,
  - X asserts that he accepted the club’s offer and went to Greece,
  - however, according to the player, the club then offered a contract which did not correspond to the aforementioned proposal made by the club,
  - that is, the monies payable to the player were considerably inferior to those indicated in the said proposal,
  - according to X, Y did not fulfil the contractual obligations it has towards him,
  - moreover, the club failed to pay the .- commission to his authorised representatives,
  - in the light of the above, the player asks the Dispute Resolution Chamber to confirm that he lawfully terminated the employment contract with Y at the club’s fault,

- he furthermore wishes to obtain the Chamber’s confirmation that he is entitled to register with another club and that his provisional clearance be granted,
  - in addition, he claims compensation for breach of contract by the club amounting to the salaries contained in the “contract proposal”,
- the Chamber took into consideration that:
- the player has provided no breakdown as regards the alleged non-fulfilment by the club of its contractual obligations,
  - apparently he refers to the “contract proposal” and accommodation,
  - this assumption is corroborated by the fact that, in this respect, the player submitted a copy of a letter dated 14 March 2003 addressed by his lawyer to the club, in which the club was put in default of the execution of the “contract proposal”, giving the club a deadline to remedy this alleged breach,
  - furthermore, on 21 March 2003 the player’s lawyer sent another letter to the club, confirming the club’s failure to fulfil its obligations and terminating the player’s “cooperation with the club”,
- in response to the claim lodged by Y, the player,
- reiterates the elements contained in his counterclaim,
  - however, he points out that he did sign the above-mentioned employment contract with the Greek club, since the president of the club promised him that he would cover the difference between the value of the “contract proposal” and the relevant employment contract,
  - furthermore, he felt being under time pressure due to the closing of the transfer window,
- in response to the player’s counterclaim, the club, Y,
- reiterates the points raised by the club in its claim lodged against the player,
  - in addition, it considers that the player is still contractually bound to the club,
- finally, the Chamber took due note that:
- on 22 August 2003, Football Federation Z asked the FIFA administration to authorise the provisional registration of the player in question with one of its member clubs,
  - on 29 August 2003, the FIFA administration turned down this request,
  - after having finalised its investigation into this case, on 9 December 2003, the FIFA administration suspended the player X from any footballing activities except for Y until further notice,
- taking into consideration all of the above, the Chamber concurred that:

- as established in art. 42 §1(b) of the Regulations, it is the duty of the Dispute Resolution Chamber to determine whether one of the parties has committed a unilateral breach of contract without just cause,
- the Chamber firstly examined the contractual relation between the parties concerned,
- the members of the Chamber unanimously agreed that solely the employment contracts duly signed by both parties concerned after the conclusion of the employment negotiations can be taken into consideration,
- an employment contract having been signed by and between the parties concerned, the documents exchanged between the parties in the context of employment negotiations prior to the final signing of the employment contracts cannot be taken into account,
- such documents which in general demonstrate details on ongoing negotiations, like in the case at hand, may be of importance in a dispute where no such final agreement on the employment conditions, reflecting the final result of negotiation, was duly signed,
- in the case at hand, the parties involved did sign a “private” employment agreement in addition to a “standard” employment contract,
- the player signed the aforementioned employment agreements at his free will,
- the arguments presented by the player in defence of his signing of the employment contracts must be considered invalid and therefore are to be rejected,
- from the documentary evidence presented by Y it is clear that Y has fully complied with the obligations in accordance with the relevant employment agreements,
- in the light of all of the above, the player’s claim must be rejected,
- furthermore, the Chamber agreed that X had no valid reason to leave the club,
- what is more, the conduct demonstrated by the player must be strongly disapproved,
- the player left the club and returned to his home country after having accepted the club’s advance payment of .-, which amount was remitted to him by the club on the basis of the aforementioned “standard” employment contract,
- in the light of all of the above, the player was found to have committed a unilateral breach of the employment contract without just cause,
- in the light of all of the above, Articles 21§1(a), 22 and 23§1(a) of the Regulations are applicable to the present matter,
- therefore, the player shall pay compensation for breach of contract to Y,
- with respect to the calculation of the amount of compensation, the Chamber pointed out that only costs directly incurred by the club in connection with the signing of the employment contract with the player can be taken into consideration,
- furthermore, the financial claim presented by Y and the related documentary evidence shall be taken into account,
- on this basis, the members of the Chamber agreed that the costs pertaining to air tickets, home equipment and hotel and meal expenses shall not be taken into consideration,
- moreover, the salary for February 2003 shall not be reimbursed by the player, as he rendered his services to the club during that month,
- as regards the advance payment of .-, given the fact that this amount covers a period of time of six months, i.e. 30 March 2003 until 30 September 2003, and the player having stayed with the club during one and a half months (25%), the player shall reimburse 75% of the sum in question, i.e., .-,
- in addition, the player shall reimburse the total amount paid by the club to his representative, i.e., USD .-. (cf. receipt submitted by the club),
- with regard to the application of article 23§1(a), in the case at hand, the Chamber agreed that the suspension of the player is applicable as from 31 August 2003, date on which the majority of the European championships started,
- in this context, the suspension of the player by the FIFA administration was confirmed,

- in addition, the suspension of the player shall remain in force until X has fully complied with the present decision,

### **DECIDED FOR THESE REASONS**

1. The claim lodged by Y is to be accepted.
2. The counterclaim lodged by X is to be rejected.
3. The player has committed a unilateral breach of the employment contract without just cause.
4. The player must pay the amounts of EUR .-. and USD .-. as compensation for breach of contract (cf. art. 22 of the Regulations) to Y within 30 days of notification of the present decision.
5. The player is not eligible to participate in any official football matches (cf. art. 23§1(a) of the Regulations) until he has fully paid to Y the amounts indicated under point 4 of the present decision.
6. According to art. 60 par. 1 of the FIFA Statutes this decision may be appealed before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 10 days of receiving notification of this decision and has to contain all elements in accordance with point 2 of the directives issued by the CAS, copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for the filing of the statement of appeal, the appellant shall file with the CAS a brief stating the facts and legal arguments giving rise to the appeal (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Avenue de l'Elysée 28  
1006 Lausanne  
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 of the FIFA Players' Status Committee,

Urs Linsi  
General Secretary