

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 12 January 2006,

in the following composition:

Mr Slim Aloulou (Tunisia), chairman

Mr Jean-Marie Philips (Belgium), member

Mr Zola Malvern Percival Majavu (South Africa), member

Mr Rinaldo Martorelli (Brazil), member

Mr Theo van Seggelen (Netherlands), member

on the claim presented by

Mr X,

as Claimant

against

Y FC,

as Respondent

regarding a contractual dispute arisen between the parties

I. Facts of the case

1. On 1 March 2005, Mr X and Y FC (hereinafter: Y) signed an employment contract valid until the end of the 2005 competition (end of August 2005), according to which the player was entitled to receive a gross monthly salary of IDR 18,633,333. In this respect, the Claimant has provided FIFA with a copy of the aforementioned employment contract.
2. According to Mr X, the club released him from his duties on 12 May 2005, without signing a termination agreement nor cancelling the amounts that are established in the relevant employment contract, until its end.
3. In this respect, Mr X is presently requesting from Y FC the payment of his outstanding salaries of July and August 2005, in the total net amount of IDR 22,175,520, corresponding to IDR 11,087,760 per month.
4. On the other hand, the player asserts that, not only he was threatened by the club's managers and the agent in charge of the club's transfer of foreign players, but Y FC has also failed to provide him with a valid visa, since 1 April 2005. As a consequence, in order to leave XXXXX, Mr X has allegedly paid a fine of IDR 10,348,576 to the authorities. However, the player asserts that he was not provided with a receipt confirming such payment.
5. In view of all the above, Mr X is currently claiming from Y FC, the payment of the total amount of IDR 85,006,160, corresponding to IDR 22,175,520 as outstanding salaries, IDR 10,348,576 for the aforementioned fine and IDR 52,482,064 as compensation for damages suffered.
6. Despite the several deadlines imposed by FIFA, to date, Y FC has not offered any reaction to the relevant correspondence.

II. Considerations of the Dispute Resolution Chamber

1. The FIFA Regulations for the Status and Transfer of Players (edition September 2001) are the applicable Regulations to the present procedure, since the case has been brought to FIFA before the coming into force of the current version of the said Regulations on 1 July 2005. Furthermore, the contractual dispute at hand has its basis on the employment contract signed between the parties on 1 March 2005.
2. In light of the above, the Dispute Resolution Chamber shall review disputes coming under its jurisdiction pursuant to Art. 42 of the FIFA Regulations for the

Status and Transfer of Players (edition September 2001), at the request of one of the parties to the dispute.

3. According to Art. 42, par. 1 lit. (b) (i) of the FIFA Regulations for the Status and Transfer of Players (edition September 2001), the triggering elements of the dispute (i.e. whether a contract was breached, with or without just cause, or sporting just cause), will be decided by the Dispute Resolution Chamber.
4. If an employment contract is breached by a party, the Dispute Resolution Chamber is responsible to verify whether a party is accountable for compensation and outstanding payments.
5. Consequently, the Dispute Resolution Chamber is the competent body to decide on the present litigation concerning the alleged non-respect of the contract concluded between the Claimant and the Respondent.
6. Subsequently, and entering into the substance of the present labour dispute, the Chamber started by acknowledging that, on 1 March 2005, Mr X and Y FC signed an employment contract valid until the end of the 2005 competition, i.e. end of August 2005.
7. The Chamber also acknowledged that, according to Mr X, Y FC has released him from his duties in May 2005, without any justification or officially terminating their employment contract.
8. Moreover, the Chamber took note that, as a consequence of the above, Mr X is presently claiming the payment of his salaries of July and August 2005, in accordance with the amounts stipulated in his employment contract with Y FC.
9. In this respect, the Dispute Resolution Chamber noted that Mr X, in support of his allegations, has provided FIFA with a copy of the aforementioned employment contract.
10. Regarding Mr X financial claim, the members of the Chamber confirmed that, in accordance with the parties' employment contract, the player was entitled to receive a gross monthly salary of IDR 18,633,333. Nevertheless, the Chamber also noted that the player is only claiming a net monthly salary of IDR 11,087,760.
11. On the other hand, the Chamber acknowledged that Mr X is also claiming the reimbursement of IDR 10,348,576 from Y FC, corresponding to the amount which he has allegedly paid to the authorities, as a fine for having stayed in XXXXX without a valid visa since 1 April 2005.
12. In this respect, the members of the Chamber took note that Mr X claims not having been provided by the authorities, with a receipt which could confirm such payment.

13. Moreover, the Chamber acknowledged that Mr X is claiming IDR 52,482,064, as compensation for damages suffered as a consequence of Y FC's alleged behaviour in the matter at hand.
14. Finally, the Dispute Resolution Chamber underlined the fact that, although YFC had been given the chance to, it has always failed to provide FIFA with its position on the present matter. Such behaviour was censured by the members of the Chamber. In this way the club renounced to its right to defence and accepted the allegations of the player.
15. In light of all the above, the Chamber reached the conclusion that Y FC has failed to comply with its contractual obligations towards Mr X, in particular, the club has failed to pay to the player all the claimed salaries, in the total amount of IDR 22,175,520, which are still outstanding by the present date.
16. Furthermore, the Chamber also concluded that Y FC was legally responsible for having had provided Mr X with a valid visa for the entire period of their employment contract. As a consequence, by failing to do so, the Respondent is liable to reimburse the Claimant in the amounts claimed as having been paid as a fine by the latter to the authorities, i.e. IDR 10,348,576.
17. With regard to the compensation for damages claimed by Mr X, the Chamber considered that such claim was not duly motivated or supported with evidence and decided to reject it.
18. In conclusion, the members of the Chamber decided to partially accept Mr X claim and to condemn Y FC to pay to him the total amount of IDR 32,524,096.

Decision of the Dispute Resolution Chamber

1. The claim of Mr X is partially accepted.
2. The Respondent Y FC shall pay the total amount of IDR 32,524,096 to the Claimant Mr X **within 30 days** as from the date of notification of the present decision.
3. If the Respondent fails to comply with the above-mentioned deadline, an interest rate of 5% per year will apply and the case will immediately be presented to the FIFA Disciplinary Committee.
4. The Claimant is directed to inform the Respondent immediately of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.

5. According to art. 60 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:

Urs Linsi
General Secretary

Enclosed: CAS directives