

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 28 July 2005,

in the following composition:

Slim Aloulou (Tunisia), Chairman

Jean-Marie Philips (Belgium), Member

Philippe Diallo (France), Member

Gerardo Movilla (Spain), Member

Philippe Piat (France), Member

on the claim presented by

Player X,

as Claimant

against

Club Y,

as Respondent

I. Facts of the case

1. The player X signed a contract with the club Y, valid from 8 July 2002 until 31 July 2003.
2. The contract stipulates the payment of ten monthly salaries of EUR 3,000 each.
3. On 21 January 2004, the player reminded the club that he had not yet received the salaries for March, April and May 2003 in the total amount of EUR 9,000.
4. On 16 March 2004, the player lodged a claim against the club Y before FIFA, claiming for the amount of EUR 9,000.
5. Despite several requests, the club Y failed to provide FIFA with its position concerning the claim of the player X.
6. On 21 April 2005, the player informed us that the outstanding amount had been reduced to EUR 6,000.

II. Considerations of the Dispute Resolution Chamber

1. The members of the Dispute Resolution Chamber were summoned to pass a decision on the present matter by the Chairman pursuant to Art. 1 point 6) of the Rules Governing the Practice and Procedures of the Dispute Resolution Chamber.
2. The Dispute Resolution Chamber of the FIFA Players' Status Committee shall review disputes coming under its jurisdiction pursuant to Art. 42 of the Regulations, at the request of one of the parties to the dispute.
3. Consequently, the Dispute Resolution Chamber is the competent body to decide on the present claim for training compensation.
4. Entering into the substance of the matter, the Chamber acknowledged the documentation contained in the file and took note of the fact that the player X and the club Y had signed an employment contract valid from 8 July 2002 until 31 July 2003, stipulating ten monthly salaries of EUR 3,000 each. Moreover, the members of the Chamber noticed that according to the player X, the due amount of EUR 6,000 has not been paid. And finally, the Chamber took note of the fact that the club Y never issued its position in the matter, despite having been asked to do so by the FIFA administration on several occasions.

5. The Chamber then stated that as a general principle of procedure before the Dispute Resolution Chamber, if a respondent does not reply to the claim, the case shall be decided by the Dispute Resolution Chamber only on the basis of the facts and proof provided by the claimant, since with its conduct, the respondent renounces to its right of defence and thus accepts the allegations of the claimant.
6. On account of the above, the Chamber stated that because the respondent, the club Y, never took position in the dispute, the Dispute Resolution Chamber must pass a decision based only on the facts and evidence provided by the player X.
7. In this regard, the Chamber underlined that the player X is claiming for two monthly salaries from Y, which amounts to EUR 6,000.
8. In conclusion to the above, the Dispute Resolution Chamber decided that the club Y must pay the amount of EUR 6,000 to the player X.

III. Decision of the Dispute Resolution Chamber

1. The claim of the player X is accepted.
2. The club Y has to pay the amount of EUR 6,000 to the player X.
3. The amount due to the player X has to be paid by the club Y **within the next 30 days** as from the date of notification of this decision.
4. In the event that the debts of the Respondent are not paid within the stated deadline, an interest rate of 5% per year will apply as from the first day after the stated deadline.
5. If the aforementioned sum is not paid within the aforementioned deadline, the present matter shall be submitted to FIFA's Disciplinary Committee, so that the necessary disciplinary sanctions may be imposed.
6. The player X is directed to inform the club Y immediately of the account number to which the remittance is to be made, and to notify the Dispute Resolution Chamber of every payment received.
7. 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:

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On behalf of the
Dispute Resolution Chamber:

Dr. Urs Linsi
General Secretary

Encl. CAS directives