Decision

of the

Chairman of the FIFA Disciplinary Committee

Mr Anin Yeboah [GHA]

on 16 December 2019,

to discuss the case of:
Club El Zamalek, Egypt
(Decision 191458 PST)

regarding:
failure to comply with
art. 15 of the FDC (2019 ed.)
I. inferred from the file

1. On 8 August 2018, the Single Judge of the Players’ Status Committee decided that the club El Zamalek (hereinafter: the Debtor) had to pay:

To the coach José Pedro Pinto Gonçalves (hereinafter: the Creditor):

**USD 35,284.50** as outstanding remuneration within 30 days of notification of the decision plus interest as follows:

2.1. 5% interest p.a. over the amount of USD 8,000 as of 7 October 2015 until the date of effective payment;
2.2. 5% interest p.a. over the amount of USD 8,000 as of 7 November 2015 until the date of effective payment;
2.3. 5% interest p.a. over the amount of USD 1,067 as of 7 December 2015 until the date of effective payment;
2.4. 5% interest p.a. over the amount of USD 2,092.50 as of 21 December 2015 until the date of effective payment;
2.5. 5% interest p.a. over the amount of USD 16,125 as of 7 October 2015 until the date of effective payment.

To FIFA:

**CHF 3,000** as costs of the proceedings.

2. The grounds of the decision were duly communicated, amongst others, to the parties on 27 August 2019, and no appeal was filed before CAS against it. Therefore, the decision of the Single Judge of the Players’ Status Committee dated 8 August 2018 became final and binding.

3. As the aforementioned amounts were not paid to the Creditor and to FIFA, the secretariat to the FIFA Disciplinary Committee opened disciplinary proceedings against the Debtor on 21 November 2019.

4. Additionally, the secretariat to the FIFA Disciplinary Committee (hereinafter: the Secretariat) informed the Debtor that the case would be submitted to a member of the Disciplinary Committee on 16 December 2019, and invited the Debtor to provide its position within six days of the notification of the opening of the disciplinary proceedings. Moreover, the Secretariat informed the Debtor that the member of the FIFA Disciplinary Committee would take a decision based on the documents in his possession, should the Debtor fail to submit any statement by the specified deadline.
5. On 2 December 2019, the Creditor informed FIFA that no payment had been received from the Debtor up to that date.

6. On 12 December 2019, the Debtor sent a letter requesting from FIFA an extension of time in order to negotiate a possible settlement agreement with the Creditor.

7. In this context, the Secretariat sent an email on 13 December 2019 informing the parties that an extension for a possible negotiation had to be agreed by the Debtor directly with the Creditor, and consequently requested confirmation from the Creditor as to whether he agreed to grant the Debtor the proposed extension.

8. On the same date, the Creditor informed FIFA that he rejected the Debtor’s proposal for an extension.

II. and considered

1. According to art. 53 par. 2 of the FIFA Statutes, the Disciplinary Committee (hereinafter also referred to as the Committee) may pronounce the sanctions described in the Statutes and the FIFA Disciplinary Code (hereinafter also referred to as the FDC) on member associations, clubs, officials, players, intermediaries and licensed match agents.

2. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision), passed by a body, a committee, or an instance of FIFA, or by CAS (art. 15 par. 1 of the FDC – 2019 Ed.):

   a) will be fined for failing to comply with a decision; in addition:
   b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;
   c) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.
If the club disregards the final time limit, the relevant association shall be requested to implement the sanctions threatened (art. 15 par. 3 of the FDC).

3. Moreover, in line with art. 54 par. 1 h) of the FDC, cases involving matters under art. 15 of the FDC may be decided by one member of the Disciplinary Committee alone (hereinafter also referred to as member of the Committee).

4. The member of the Committee emphasises that equal to the competence of any enforcement authority, it cannot review or modify as to the substance a previous decision, which is final and binding and, thus, has become enforceable.

5. Having said that, the member of the Committee notes that the grounds of the decision passed by the Single Judge of the Players’ Status Committee on 8 August 2018 have been duly communicated, amongst others to the parties, on 27 August 2019, and that no appeal against the decision was filed before CAS, hence the decision of the Single Judge of the Players’ Status Committee becoming final and binding.

6. In view of what has been explained under paragraph II./4. above, the member of the Committee is not allowed to analyse the case decided by the Single Judge of the Players’ Status Committee as to the substance, in other words, to check the correctness of the amount ordered to be paid, but has as a sole task to analyse if the Debtor complied with the final and binding decision rendered by the Single Judge of the Players’ Status Committee.

7. As the Debtor did not comply with the decision passed by the Single Judge of the Players’ Status Committee on 8 August 2018, and is consequently withholding money from the Creditor, it is considered guilty of non-complying with a financial decision, under the terms of art. 15 of the FDC.

8. The fine to be imposed under the above-referenced art. 15 par. 1 a) of the FDC in combination with art. 6 par. 4 of the FDC shall range between CHF 300 and CHF 1,000,000. The Debtor withheld the amount unlawfully from the Creditor. Even FIFA’s attempts to urge the Debtor to fulfil its financial obligations failed to induce it to pay the total amount due. In view of all the circumstances pertaining to the present case and by taking into account the outstanding amount due, the member of the Committee regards a fine amounting to CHF 5,000 as appropriate. This amount complies with the Committee’s established practice.

9. In application of art. 15 par. 1 b) of the FDC, the member of the Committee considers a final deadline of 30 days as appropriate for the amount due to be paid to the Creditor.
10. In accordance with art. 15 par. 1 c) of the FDC, the Debtor is hereby warned and notified that, in the case of default within the period stipulated, a transfer ban (at national and international level) will be automatically imposed until the complete amount due is paid.

11. The Egyptian Football Association is hereby reminded of its obligation to automatically implement the transfer ban upon expiry of the final deadline without having received any proof of payment from the Debtor. In this respect, and for the sake of clarity, the Egyptian Football Association is referred to art. 34 of the FDC in what concerns the calculation of time limits. Should the Egyptian Football Association fail to automatically implement said sanction and provide the secretariat to the FIFA Disciplinary Committee with the relevant proof implementation of the transfer ban at national level, disciplinary proceedings – which may lead to an expulsion from all FIFA competitions – may be opened against it.

III. has therefore decided

1. The club El Zamalek (hereinafter, the Debtor) is found guilty of failing to comply with the decision passed by the Single Judge of the Players' Status Committee on 8 August 2018, according to which it was ordered to pay:

To the coach José Pedro Pinto Gonçalves (hereinafter, the Creditor):

USD 35,284.50 as outstanding remuneration within 30 days of notification of the decision plus interest as follows:

2.1. 5% interest p.a. over the amount of USD 8,000 as of 7 October 2015 until the date of effective payment;
2.2. 5% interest p.a. over the amount of USD 8,000 as of 7 November 2015 until the date of effective payment;
2.3. 5% interest p.a. over the amount of USD 1,067 as of 7 December 2015 until the date of effective payment;
2.4. 5% interest p.a. over the amount of USD 2,092.50 as of 21 December 2015 until the date of effective payment;
2.5. 5% interest p.a. over the amount of USD 16,125 as of 7 October 2015 until the date of effective payment.

To FIFA:

CHF 3,000 as costs of the proceedings.
2. The Debtor is ordered to pay a fine to the amount of CHF 5,000. The fine is to be paid within 30 days of notification of the present decision.

3. The Debtor is granted a final deadline of 30 days as from notification of the present decision in which to settle its debt to the Creditor and to FIFA.

4. If payment is not made to the Creditor and proof of such a payment is not provided to the secretariat to the FIFA Disciplinary Committee and to the Egyptian Football Association by this deadline, a ban from registering new players, either nationally or internationally, will be imposed on the Debtor. Once the deadline has expired, the transfer ban will be implemented automatically at national and international level by the Egyptian Football Association and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its secretariat. The transfer ban shall cover all men eleven-a-side teams of the Debtor – first team and youth categories –. The Debtor shall be able to register new players, either nationally or internationally, only upon the payment to the Creditor of the total outstanding amount. In particular, the Debtor may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

5. As a member of FIFA, the Egyptian Football Association is reminded of its duty to implement this decision and provide FIFA with proof that the transfer ban has been implemented at national level. If the Egyptian Football Association does not comply with this decision, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to an expulsion from FIFA competitions.

6. The Debtor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Egyptian Football Association of every payment made and to provide the relevant proof of payment.

7. The Creditor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Egyptian Football Association of every payment received.
LEGAL ACTION

According to art. 64 par. 5 of the FDC and art. 58 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. 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.

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

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