

Decision of the Dispute Resolution Chamber (DRC) judge

passed in Zurich, Switzerland, on 23 September 2013,

by **Mr Theo van Seggelen** (Netherlands), DRC judge,

on the claim presented by the player

Player N, from country A

as Claimant

against the club

Club D, from country B

as Respondent

regarding an employment-related dispute
arisen between the Claimant and the Respondent

I. Facts of the case

1. On 15 June 2010, Club D, from country B (hereinafter: *the Respondent*), and Player N, from country A (hereinafter: *the Claimant*), concluded an employment contract (hereinafter: *the contract*), valid from the date of signature until 15 May 2011.
2. According to art. 1 par. 3 of the contract, the Claimant was entitled to receive a monthly remuneration in the amount of USD 7,000.
3. On 21 May 2012, the Claimant submitted a claim in front of the Dispute Resolution Chamber (DRC), requesting the payment of outstanding salaries amounting to USD 49,000 plus interest.
4. Equally, the Claimant additionally requested that the Respondent would bear all costs.
5. In this respect, according to the Claimant, after having complied with his contractual obligations, the Claimant contacted the Respondent on various occasions in order to demand the outstanding payments. In this regard, the Claimant held that the Respondent had only made partial payments of his monthly salaries. In this context, the Claimant pointed out that the total value of the contract was of USD 84,000 (corresponding to twelve monthly salaries of USD 7,000), however, the Respondent allegedly had only paid him the total amount of USD 35,000 during the term of the contract.
6. Despite having been invited to do so, the Respondent never replied to the claim of the Claimant.

II. Considerations of the DRC judge

1. First of all, the Dispute Resolution Chamber (DRC) judge (hereinafter: *the DRC judge* or *the judge*) analysed whether he was competent to deal with the matter at stake. In this respect, he took note that the present matter was submitted to FIFA on 21 May 2012. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2008; hereinafter: *the Procedural Rules*) are applicable to the matter at hand (cf. art. 21 par. 2 and 3 of the Procedural Rules).
2. Subsequently, the DRC judge referred to art. 3 par. 2 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 2012), he is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an country A player and an country B club.

3. In particular, and in accordance with art. 24 par. 2 lit. i) of the Regulations on the Status and Transfer of Players, the DRC judge confirmed that he may adjudicate in the present dispute which value does not exceed currency of country H 100,000.
4. Furthermore, the DRC judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that in accordance with art. 26 par. 1 and 2 of Regulations on the Status and Transfer of Players (edition 2012 and 2010), and considering that the present claim was lodged on 21 May 2012, the 2010 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.
5. The competence of the DRC judge and the applicable regulations having been established, the latter entered into the substance of the matter by acknowledging that, on 15 June 2010, the parties had signed an employment contract valid until 15 May 2011.
6. Subsequently, the Dispute Resolution Chamber judge noted that the Respondent, for its part, failed to present its response to the claim of the Claimant, in spite of having been invited to do so. In this way, the judge considered that the Respondent renounced its right to defence and, thus, accepted the allegations of the Claimant.
7. Furthermore, as a consequence of the aforementioned consideration, the DRC judge concurred that in accordance with art. 9 par. 3 of the Procedural Rules, he shall take a decision upon the basis of the documents already on file; in other words, upon the statements and documents presented by the Claimant.
8. In line with the above, the DRC judge took into consideration that according to the Claimant, the Respondent had only made partial payments of his monthly salaries. In this context, the DRC judge took due note that the Claimant pointed out that although the total value of the contract was of USD 84,000, *i.e.* twelve monthly salaries of USD 7,000 each, the Respondent allegedly had only paid him the total amount of USD 35,000 during the term of the contract. Consequently, the judge took note that the Claimant asked to be awarded the amount of USD 49,000 corresponding to the outstanding remuneration.
9. In this context, the DRC judge took note that according to the contract, the Respondent was obliged to pay to the Claimant a monthly remuneration of

USD 7,000 for the duration of the contract. Considering that the contract was valid from 15 June 2010 until 15 May 2011, *i.e.* eleven months, the DRC judge asserted that in fact the entire value of the contract corresponded to USD 77,000.

10. Bearing in mind the foregoing, the DRC judge proceeded with the calculation of the outstanding salaries. Considering the total value of the contract, *i.e.* USD 77,000 and taking into account that the Claimant stated having received the amount of USD 35,000 from the Respondent, the Dispute Resolution Chamber judge established that the Respondent failed to remit the total amount of USD 42,000 to the Claimant.
11. As a consequence, the DRC judge decided that in accordance with the general legal principle of *pacta sunt servanda*, the Respondent is liable to pay to the Claimant outstanding salaries in the total amount of USD 42,000.
12. In addition, taking into account the Claimant's request as well as the constant practice of the Dispute Resolution Chamber, the DRC judge decided that the Respondent must pay to the Claimant interest of 5% *p.a.* on the amount of USD 42,000 as of 21 May 2012 until the date of effective payment.
13. Moreover, the DRC judge decided to reject the Claimant's claim pertaining to costs taking into account art. 18 par. 4 of the Procedural Rules and the Chamber's respective longstanding jurisprudence.
14. Finally, the DRC judge concluded its deliberations in the present dispute by deciding that the claim of the Claimant is partially accepted and that any further claims lodged by the Claimant are rejected.

III. Decision of the DRC judge

1. The claim of the Claimant, Player N, is partially accepted.
2. The Respondent, Club D, has to pay to the Claimant, Player N, **within 30 days** as from the date of notification of this decision, the amount of USD 42,000 as well as 5% interest *p.a.* on said amount as of 21 May 2012 until the date of effective payment.
3. If the amount plus interest due in accordance with point 2 are not paid within the aforementioned deadline, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

4. Any further claims lodged by the Claimant, Player N, are rejected.
5. The Claimant, Player N, is directed to inform the Respondent, Club D, immediately and directly of the account number to which the remittance is to be made and to notify the DRC judge of every payment received.

Note relating to the motivated decision (legal remedy):

According to article 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 DRC judge

Jérôme Valcke
Secretary General

Encl. CAS directives