

# Disciplinary Committee

Date: 20 April 2021

The FIFA logo is displayed in white, bold, uppercase letters on a dark blue background. A diagonal line cuts across the top-left corner of the page, separating the logo area from the rest of the header.

Sent to:  
Al Arabi SC  
c/o Effori Sports Law  
nilo@efforisl.com; m-adam@alarabi.qa; a.ehsan@alarabi.qa; cintia@efforisl.com

C.C:  
QFA - Qatar Football Association, Mr Sérgio Dutra Junior

## Notification of the grounds of the Decision

Ref FDD-7585

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 25 February 2021.

The QFA - Qatar Football Association (in copy) is kindly requested to forward this decision to Al Arabi SC.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

FIFA

A handwritten signature in black ink, appearing to be 'C. Schneider', is written over a light blue horizontal line.

Carlos Schneider  
Head of the FIFA Disciplinary Department

Fédération Internationale de Football Association

FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland  
Tel: +41 43/222 7777 - Email: [psdfifa@fifa.org](mailto:psdfifa@fifa.org)

# Decision of the FIFA Disciplinary Committee

passed on 25 February 2021

**DECISION BY:**

**Mr. Gudni Bergsson, Iceland**

**ON THE CASE OF:**

**Al Arabi SC**

(Decision FDD-7585)

**REGARDING:**

Failure to respect decisions (Article 15 FIFA Disciplinary Code)

## I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the member of the FIFA Disciplinary Committee (hereinafter also referred to as: Single Judge) has thoroughly considered in his discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 9 May 2019, the FIFA Dispute Resolution Chamber rendered a decision, according to which Al Arabi SC (hereinafter: the Respondent) was ordered to pay Mr Sérgio Dutra Junior (hereinafter also as the Creditor) the following amounts:
  - **EUR 300,000** as outstanding remuneration, plus interest at the rate of 5% *p.a.* until the date of effective payment, as follows:
    - as from 1 February 2016 on the amount of **EUR 100,000**;
    - as from 1 March 2016 on the amount of **EUR 100,000**;
    - as from 1 April 2016 on the amount of **EUR 100,000**;
  - **EUR 4,725,000** as compensation for breach of contract, plus interest at the rate of 5% *p.a.* until the date of effective payment.
3. The grounds of the aforementioned decision were notified to the parties on 2 October 2019.
4. On 23 October 2019, the parties lodged an appeal against said decision before the Court of Arbitration for Sport.
5. On 14 December 2020, the Court of Arbitration for Sport issued an award by means of which point 3 of decision rendered by the FIFA Dispute Resolution Chamber relating to the compensation for breach of contract was amended as follows:
  - Club Al Arabi S.C. shall pay to Mr Sérgio Dutra Junior an amount of **EUR 6,000,000** plus 5% interest *p.a.* as from 4 April 2016 until the date of effective payment.
6. Moreover, said CAS award ordered the Respondent to pay the Creditor an amount of **CHF 7,000** as a contribution towards his legal costs and expenses incurred in connection with the arbitration proceedings.
7. The aforementioned award has not been challenged before the Swiss Federal Tribunal and has therefore become final and binding upon the parties.
8. On 15 January 2021, as the outstanding amounts due to the Creditor were not paid, the latter requested the initiation of disciplinary proceedings against the Respondent.

9. On 29 January 2021, in light of the foregoing, and since the aforementioned amounts were not paid to the Creditor, the secretariat to the FIFA Disciplinary Committee (hereinafter: the Secretariat) opened disciplinary proceedings against the Respondent for a potential failure to respect a decision passed by a body, a committee or an instance of FIFA or a CAS decision. In addition, the Respondent was informed that the case would be submitted to a member of the FIFA Disciplinary Committee for evaluation on 25 February 2021 and was invited to provide its position within six days of the notification of the opening of the disciplinary proceedings. Moreover, the Secretariat emphasized that the member of the FIFA Disciplinary Committee would take a decision based on the documents in his possession, should the Respondent fail to submit any statement by the specified deadline.

## **II. RESPONDENT'S POSITION**

10. After the opening of the disciplinary proceedings, no position has been received from the Respondent.

## **III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE**

11. In view of the circumstances of the present matter, the member of the FIFA Disciplinary Committee (hereinafter also referred to as: Single Judge) decides to first address the procedural aspects of the present matter, namely, his jurisdiction and the applicable law, before entering into the substance of the matter and assessing the possible failure of the Respondent to comply with the award passed by the Court of Arbitration for Sport as well as the potential sanctions resulting therefrom.

### **A. Jurisdiction and applicable law of the FIFA Disciplinary Committee**

12. The Single Judge finds it worthwhile to emphasise that, on the basis of art. 53 par. 2 of the FIFA Statutes, the Disciplinary Committee may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, intermediaries and licensed match agents.
13. With regard to the matter at hand, the Single Judge points out that the disciplinary offense, i.e. the potential failure to comply with the award of the Court of Arbitration for Sport, was committed after the 2019 FDC entered into force. As a result, he deems that the merits as well as the procedural aspects of the present case should fall under the 2019 edition of the FDC (hereinafter: the 2019 FDC).
14. Having established the above, the Single Judge wishes to recall the content and scope of art. 15 of the FDC in order to duly assess the case at hand:

*1. 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:*

*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.*

(...)

*3. If the club disregards the final time limit, the relevant association shall be requested to implement the sanctions threatened.*

15. 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, as in the present case.
16. Finally, the Single Judge emphasises that equal to the competence of any enforcement authority, he cannot review or modify the substance of a previous decision, which is final and binding and, thus, has become enforceable.
17. His jurisdiction being established and the applicable law determined, the Single Judge subsequently turns his attention to the award issued by the Court of Arbitration for Sport on 14 December 2020.

## **B. Merits of the dispute**

### **I. Analysis of the facts in light of art. 15 FDC**

18. As already established above, the award of the Court of Arbitration for Sport is final and binding as neither party has challenged said award before the Swiss Federal Tribunal. Consequently, the Single Judge is not allowed to analyse the case decided by the Court of Arbitration for Sport as to the substance, i.e. to check the correctness of the amount ordered to be paid. The Single Judge has as sole task to analyse whether the Respondent complied with the aforementioned final and binding CAS award.
19. In this respect, the Single Judge acknowledges that the Respondent did not express a position within these proceedings.
20. Furthermore, the Single Judge notes that there is no evidence in the case file that the amounts due to the Creditor have been paid. Therefore, the Single Judge concludes that the Respondent has not complied with the abovementioned award, and is, consequently, withholding money from the Creditor. As a result, the Respondent is considered responsible of not complying with a financial decision under the terms of art. 15 of the 2019 FDC.

21. In view of the foregoing, the Single Judge concludes that the Respondent, by its conduct as described above, violated art. 15 of the FDC and should be sanctioned accordingly.

## II. The determination of the sanction

22. With regard to the applicable sanctions, the Single Judge observes, in the first place, that the Respondent is a legal person, and as such can be subject to the sanctions described under art. 6 par. 1 and 3 of the FDC.

23. In these circumstances, the Single Judge underlines that 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 100 and CHF 1,000,000.

24. This being established, it is emphasized that the Respondent withheld the amounts unlawfully from the Creditor. Even FIFA's attempts to urge the Respondent to fulfil its financial obligations failed to induce it to pay the amounts due to the Creditor.

25. In view of all the circumstances pertaining to the present case and by taking into account the outstanding amounts, the Single Judge regards a fine amounting to CHF 30,000 as appropriate. This amount complies with the Committee's established practice, namely to the fines imposed in cases in which similar amounts were due.

26. In application of art. 15 par. 1 b) of the FDC, the Single Judge considers a final deadline of 30 days as appropriate for the Respondent to settle the amounts due to be paid to the Creditor.

27. In accordance with art. 15 par. 1 c) of the FDC, the Respondent 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.

28. For the sake of good order, the Qatar 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 Respondent. In this respect, and for the sake of clarity, the Qatar Football Association is referred to art. 34 of the FDC in what concerns the calculation of time limits. Should the Qatar Football Association fail to automatically implement said sanction and provide the Secretariat with the relevant proof of 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.

## **IV. DECISION OF THE DISCIPLINARY COMMITTEE**

- 1. Al Arabi SC is found guilty of failing to comply in full with the decision passed by Court of Arbitration for Sport on 14 December 2020.**
- 2. The Al Arabi SC is ordered to pay to Sérgio Dutra Junior as follows:**
  - **Outstanding remuneration in the amount of EUR 300,000, plus interest as the rate of 5% p.a. until the date of effective payment, as follows:**
    - **As from 1 February 2016, on the amount of EUR 100,000;**
    - **As from 1 March 2016, on the amount of EUR 100,000;**
    - **As from 1 April 2016, on the amount of EUR 100,000;**
  - **EUR 6,000,000, plus 5% interest p.a. as from 4 April 2016 until the date of effective payment;**
  - **CHF 7,000 as a contribution towards the expenses incurred in connection with the arbitration proceedings.**
- 3. The Al Arabi SC is granted a final deadline of 30 days as from notification of the present decision in which to settle said amount. 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. The transfer ban will be implemented automatically at national and international level by the Qatar 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. In addition, 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.**
- 4. The Al Arabi SC is ordered to pay a fine to the amount of CHF 30,000. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE

DE FOOTBALL ASSOCIATION



**Mr. Gudni Bergsson, Iceland**

Disciplinary Committee

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### **NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:**

As a member of FIFA, the Qatar 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 Qatar 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. The Respondent is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Qatar Football Association of every payment made and to provide the relevant proof of payment. The Creditor is directed to notify the secretariat to the FIFA Disciplinary Committee as well as the Qatar Football Association of every payment received.

### **NOTE RELATING TO THE BAN FROM REGISTERING NEW PLAYERS:**

The transfer ban shall cover all men eleven-a-side teams of the Respondent – first team and youth categories –. The Respondent 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 Respondent 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.

### **NOTE RELATING TO THE PAYMENT OF THE FINE:**

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.

### **NOTE RELATING TO THE 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.