

# Disciplinary Committee

Date: 20 April 2021

**FIFA®**

Sent to:  
Al-Rayyan Football Club  
c/o Nilo Effori  
procedures@efforisl.com; nilo@efforisl.com

C.C:  
QFA - Qatar Football Association, Lux Holdings SA

## Notification of the grounds of the Decision

Ref FDD-6424

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 11 March 2021.

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

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

Yours faithfully,

**FIFA**



Carlos Schneider  
Head of the FIFA Disciplinary Department

Fédération Internationale de Football Association

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# Decision of the FIFA Disciplinary Committee

passed on 11 March 2021

## DECISION BY:

**Mr. Charlie Cuzzetto, Canada**

## ON THE CASE OF:

**Al-Rayyan Football Club**

(Decision )

## REGARDING:

**Failure to respect decisions (Article 15 FIFA Disciplinary Code)**

## I. FACTS OF THE CASE

1. On 30 September 2020, the Court of Arbitration for Sport in an ordinary procedure ordered Al-Rayyan Football Club (hereinafter: the Respondent) to pay to Lux Holdings SA (hereinafter also as the Creditor) the following amounts:
  - **EUR 400,000** plus 5% interest *p.a.* as from 1 May 2018 until the date of effective payment;
  - **EUR 96,000** plus 5% interest *p.a.* as from 1 May 2018 until the date of effective payment;
  - **EUR 180,000** plus 5% interest *p.a.* as from 30 July 2019 until the date of effective payment;
  - **CHF 5,000** as legal fees and other expenses incurred in relation to the arbitration proceedings.
2. As the aforementioned award has not been challenged before the Swiss Federal Tribunal, it has become final and binding upon the parties.
3. On 11 October 2020, as the outstanding amounts due to the Creditor were not paid, *"Mr Mohammed El Yaagoubi and Lux Holding S.A. officially request[ed] to the FIFA Disciplinary Committee to enforce the CAS Award in the case at stake, and to apply the relevant Disciplinary measures in full respect of the FIFA Regulations"*. The aforementioned request was submitted by Mr Salvatore Civale, who had been mandated by Mr Mohammed El Yaagoubi who *"also [acted] in his capacity of legal representative of the company LUX HOLDING S.A"* by virtue of a power of attorney dated 25 August 2019.
4. On 30 November 2020, 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 11 March 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

5. The position of the Respondent is summarized hereafter. However and for the sake of clarity, this summary does not purport to include every single contention put forth by the Respondent. Nevertheless, the FIFA Disciplinary Committee has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed

reference has been made to these arguments in the following outline of their positions and in their ensuing discussion on the merits.

6. On 30 November 2020, the Respondent provided its position in relation to the disciplinary proceedings. The arguments brought forward by the Respondent can be summarised as follows :
  - Mr Mohammed El Yaagoubi lacks standing to sue, naming that the creditor would be just the intermediary company (Lux Holdings SA) and not Mr El Yaagoubi;
  - The Respondent was contacted by the legal representatives of Mr Mohammed El Yaagoubi and Lux Holdings SA to perform the payment for two beneficiaries that were not part of the arbitration, i.e. Mr Mohammed El Yaagoubi and Loizos Hadjidemetriou & Associates LLC;
  - In light of the above, the Respondent requested to reject the claim of the Creditor.
7. The more detailed arguments made by the Respondent in support of his written submissions are set out below as far as they are relevant.

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

8. 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 decision 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**

9. First of all, the Single Judge notes that at no point during the present proceedings did the Respondent challenge his jurisdiction or the applicability of the FIFA Disciplinary Code (FDC). The Respondent merely argued that Mr Mohammed El Yaagoubi does not have standing to sue. In this respect, the Single Judge recalls that the issue of standing is a substantive one, which will be addressed below<sup>1</sup>.
10. Notwithstanding the above and for the sake of good order, 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.
11. 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).

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<sup>1</sup> Amongst others CAS 2015/A/3959 §80.

12. 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.*

13. 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.
14. 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.
15. His jurisdiction being established and the applicable law determined, the member of the Committee subsequently turns his attention to the ordinary award issued by the Court of Arbitration for Sport on 30 September 2020.

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

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

16. As already established above, the award of the Court of Arbitration for Sport is final and binding since neither party challenged the 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.

17. In this respect, the Single Judge takes note that the Respondent argues that Mr Mohammed El Yaagoubi does not have standing to sue since it is not the beneficiary of the amounts to be paid in accordance with the CAS award.
18. In light of the Respondent's argument, the Single Judge wishes to point out that, on the basis of the case file, Mr Mohammed El Yaagoubi is the legal representative of the intermediary company Lux Holdings S.A., and that consequently, the will of this company is expressed by Mr Mohammed El Yaagoubi.
19. In addition, the letter dated 11 October 2020 submitted by Mr Civale leaves no doubt that both Mr El Yaagoubi and Lux Holdings S.A. requested the Disciplinary Committee to initiate proceedings.
20. Therefore, the Single Judge concludes that it is obvious that the will of Lux Holdings S.A. is expressed through Mr El Yaagoubi in his capacity as legal representative. Likewise, as mentioned above, Mr El Yaagoubi does not put forward any personal claim, but merely requests together with Lux Holdings S.A. that the Respondent fulfils its financial obligations towards the company.
21. In light of the above, the Single Judge finds that the arguments raised by the Respondent concerning the standing of Mr El Yaagoubi have to be rejected.
22. Having examined the first argument of the Respondent, the Single Judges then observes that the former alleges that the bank details provided did not belong to the Creditor.
23. In this regard, the Single Judges wishes, once again, to point out that the will of the intermediary company is expressed through its legal representative, i.e. Mr El Yaagoubi, who can freely decide, on behalf of the Lux Holdings S.A., where the amounts should be paid. In particular, there is no indication in the CAS award, or in the FIFA Disciplinary Code, that amounts due to a particular person must solely be paid into the bank account of that person.
24. As such, the Single Judge deems that the arguments raised by the Respondent could not justify the fact that the amounts due to the Creditor in accordance with the award issued by the Court of Arbitration for Sport on 30 September 2020 have not been paid.
25. In light of all the above, the Single Judge concludes that the Respondent failed to comply with the aforementioned decision, 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.
26. In other words, 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**

27. 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.
28. 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.
29. 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.
30. 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 25,000 as appropriate. This amount complies with the Committee's established practice, namely to the fines imposed in cases in which similar amounts were due.
31. 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.
32. 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.
33. 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 Debtor. 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.

## Decision

1. **Al-Rayyan Football Club is found guilty of failing to comply in full with the decision passed by Court of Arbitration for Sport on 30 September 2020.**
2. **The Al-Rayyan Football Club is ordered to pay to Lux Holdings SA as follows:**
  - **EUR 400,000 plus 5% interest *per annum*, as from 1 May 2018 until the date of effective payment;**
  - **EUR 96,000 plus 5% interest *per annum*, as from 1 May 2018 until the date of effective payment;**
  - **USD 180,000 plus 5% interest *per annum*, as from 30 July 2019 until the date of effective payment;**
  - **CHF 5,000 for its legal fees and other expenses incurred in relation to the arbitration proceedings.**
3. **The Al-Rayyan Football Club 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-Rayyan Football Club is ordered to pay a fine to the amount of CHF 25,000. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



**Mr. Charlie Cuzzetto, Canada**  
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.