

## **Decision of the Dispute Resolution Chamber**

**passed on 15 July 2021**

**regarding an employment-related dispute concerning the player Okelsandr Batyshchev**

### **COMPOSITION:**

**Omar Ongaro (Italy)**, Deputy Chairman  
**Stéphane Burchkalter (France)**  
**Abu Nayeem Shohag (Bangladesh)**, member

### **CLAIMANT:**

**Okelsandr Batyshchev, Ukraine**

### **RESPONDENT:**

**FC Dnepr-Mogilev, Belarus**

## I. Facts

1. On 17 July 2019 the Claimant and the Belarusian professional football club Dnyapro-MCHZ, concluded an employment contract valid as from 17 July 2019 until 15 December 2019
2. According to art. 9.1, the player was entitled to a monthly salary of BYN 170.62.
3. On 31 December 2019, Dnyapro-MCHZ issued a debt recognition document with the following contents:  
*"Is provided for Batishchev Aleksandr Vladimirovich with respect to the fact that he from 17 July 2020 until 15 December 2020 worked at CJSC "Football club "Dniapro-MCZ" city of Mogilev at position of sportsman-instructor and the outstanding debt on his salary and equivalent payments on the date of 31 December 2019 is: BYN 15 146,69 (Fifteen thousand one hundred forty six Belarusian ruble, 69 kopecks)."*
4. On 16 March 2021, the player sent a default notice to FC Dnepr Mogilev, indicating the following:  
*"was informed that the FC Dnepr Mahilyow is a football club, which is currently competing in the First League and is a sporting and legal successor of FC Dnyapro. This fact was confirmed by the Decision of the FIFA Dispute Resolution Chamber passed on 10 December 2020 No. REF 20-00452 (Player Aleksey Kurzenev, Russia vs. Club FC Dnepr Mahilyow, Belarus). As a consequence, FC Dnepr Mahilyow owed to me the amount of BYN 15 146,69 net."*
5. On 13 April 2021, Dnepr Mogilev replied to the player, indicating that he already applied for the claimed amount before Dnyapro-MCHZ.
6. On 1 June 2021, the Claimant lodged a claim before FIFA and requested the payment of BYN 11,434.22, plus 5% interest p.a. as from the due dates.
7. The player further explained that, in the matter 20-00452, the FIFA DRC has confirmed that the same name, city, stadium, colors, players, history are sufficient evidence that the FC Dnepr Mahilyow is the sporting successor of Dnyapro FC based on the CAS Award 2013/A/3425.
8. In its reply to the Claim, FC Dnipro-Mogilev stated that it is not and has never been the legal successor of the "Club Dnepro MCHZ".
9. The club explained that, "In accordance with Article 25, paragraph 6 of the FIFA Regulations on the Status and Transfer of Players, FIFA must take into account the legislative norms of the Republic of Belarus when making its decisions, since the recognition of the " Institution "as the sports legal successor of Club Dnepr "("Club Dnepro-MCHZ" ) goes against(!!!) the legislative norms of the Republic of Belarus."
10. In addition, the club explained that the player already wrote to the manager and that "as of 01.04.2021", it paid the amount of BYN 3,712.47.
11. The club attached a list of creditors (dated 1 April 2021) before the Courts of Minsk, stating that the player is owed BYN 15,146.69 (position 47), and indicating that the request was formulated on 12 May 2020.

12. In his replica, the player insisted that the condition of the Respondent as sporting successor was already established in the matter 20-00452, and that said decision was not appealed.
13. The player argued that the reference to the provisions of the Belarusian legislation in this case *"is not applicable, since the Respondent, being a member of the Belarus Football Federation, is obliged to comply with the specialised regulations and rules established by the FIFA, i.e. lex sportiva, which will take precedence over national rules in an international dispute involving stakeholders of organised football."*
14. The player further underlined that it acknowledged the payment of BYN 3,712.47, which was already taken into account in the original claim.
15. In its final comments, the Respondent underlined that the player acknowledged having received a payment from Dnipro-MCHZ and that, consequently, said club should pay the remaining amount. The Respondent underlined that Dnipro-MCHZ is still existing as a legal entity, and is consequently the one obliged to pay to the player.
16. The Respondent further explained that it did not appeal the decision 20-00452 before CAS because the procedural costs were more than CHF 25,000, and it had no budget for this expense.

## **II. Considerations of the Dispute Resolution Chamber**

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. Taking into account the wording of art. 21 of the January 2021 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
2. Subsequently, the Dispute Resolution Chamber referred to art. 3 par. 1 of the Procedural Rules and emphasised that, in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players, the Dispute Resolution Chamber is competent to deal with matters which concern employment-related disputes with an international dimension between players and clubs.
3. In continuation, the Dispute Resolution Chamber analysed which edition of the Regulations of the Status and Transfer of Players should be applicable to the present matter. In this respect, the Dispute Resolution Chamber confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players, and considering the date when the claim was lodged, the February 2021 edition of the aforementioned regulations (hereinafter: *the Regulations*) is applicable to the matter at hand.
4. With the above having been established, the Dispute Resolution Chamber entered into the substance of the matter. In doing so, it started to acknowledge the facts of the case as well as the documents contained in the file. However, the Dispute Resolution Chamber emphasized that in the following considerations it will refer only to facts, arguments and documentary evidence which it considered pertinent for the assessment of the matter at hand.

5. In this respect, the Chamber noted that, on 17 July 2019 the Claimant and the Belarusian football club Dnyapro-MCHZ, concluded an employment contract valid as from 17 July 2019 until 15 December 2019.
6. Subsequently, the Chamber observed that the Claimant lodged a claim before FIFA and requested the payment of BYN 11,434.22, arising from the aforementioned contract.
7. On the other hand, the Chamber took note of the Respondent's position.
8. In particular, the Chamber observed that the Respondent provided evidence that the player is in a list of creditors issued by the Courts of Minsk, for the exact same amount.
9. In relation to said evidence, the Chamber noted that the player did not deny the existence of said local proceedings, but only mentioned that "*lex sportiva*" takes precedence. The Chamber further noted that said local proceedings were initiated on 12 May 2020.
10. As a result, and without entering into any other legal consideration, the Chamber understood that the matter is affected by *litispendence*, since the claimed debt is already considered under the relevant local bankruptcy proceedings.
11. Consequently, the Chamber established that the claim before FIFA is inadmissible, insofar the player already claimed the same debt before the Courts of Belarus.

### III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Okelsandr Batyshchev, is inadmissible.

For the Dispute Resolution Chamber:



**Emilio García Silvero**

Chief Legal & Compliance Officer

---

## NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 58 par. 1 of the [FIFA Statutes](#), this decision may be appealed against before the [Court of Arbitration for Sport \(CAS\)](#) within 21 days of receipt of the notification of this decision.

## NOTE RELATED TO THE PUBLICATION:

FIFA may [publish](#) this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Procedural Rules).

## CONTACT INFORMATION:

**Fédération Internationale de Football Association**  
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland  
[www.fifa.com](http://www.fifa.com) | [legal.fifa.com](http://legal.fifa.com) | [psdfifa@fifa.org](mailto:psdfifa@fifa.org) | T: +41 (0)43 222 7777