

## Decision of the Dispute Resolution Chamber

passed on 12 August 2021

regarding an employment-related dispute concerning the player Drew Beckie

### COMPOSITION:

**Geoff Thompson** (England), Chairman  
**Tomislav Kasalo** (Croatia), member  
**Abu Nayeem Shohag** (Bangladesh), member

### CLAIMANT:

**Drew Beckie, Canada**  
Represented by Lucio Mazzei

### RESPONDENT:

**Al Ain FC, United Arab Emirates**  
Represented by Nezar Ahmed

## I. FACTS OF THE CASE

1. On 28 July 2020, the Claimant and the Respondent entered into an employment agreement (hereinafter: *the contract*), valid between 25 September 2020 and 1 April 2021, based on which the Claimant was entitled to the following amounts:
  - USD 17,600 net on 1 October 2020;
  - USD 17,600 net on 1 November 2020;
  - USD 17,600 net on 1 December 2020;
  - USD 17,600 net on 1 January 2021;
  - USD 18,633 net on 2 February 2021;
  - USD 18,633 net on 1 March 2021;
  - USD 19,633 net on 3 April 2021.
2. What is more, the contract also contained the following clause: *'Club can negotiate to extend contract before or after this date. Club and Player may agree on new contract after this date'*.
3. On 11 July 2020, the Claimant received a draft of the contract from the Respondent, and after the Claimant signed the contract on 28 July 2020, the agent of the Claimant send such contract back to the Respondent on 29 July 2020.
4. On 2 August 2020, the Respondent provided the Claimant via email with a picture of a contract also bearing the signature of the Respondent.
5. What is more, on 26 August 2020, the Respondent informed the Claimant that it could not yet register his contract with the UAE FA, as the Claimant was still under contract with the Mexican club El Paso Locomotive. What is more, the Respondent allegedly informed the Claimant that – as per the instructions of the Embassy – he could enter the UAE one week before the starting date of the contract.
6. On 16 September 2020, the Respondent informed the Claimant that the UAE League had been postponed, and that it intended to book a flight for the Claimant on 15 October 2020.
7. On 2 October 2020, the Claimant explained to the Respondent hat he was worried not be registered in time in the UAE, as the transfer window in the UAE would close at the end of October 2020.
8. On 5 October 2020, the Claimant unilaterally terminated his contract with the Mexican club El Paso Locomotive.
9. On 12 October 2020, the Respondent informed the Claimant that it would try to submit the Claimant's contract to the UAE FA before the closing of the transfer window, *'as the lawyer of the club was trying to negotiate with the Federation'*.

10. After not having heard back from the Respondent for more than 4 months, while remaining unemployed in the meanwhile, on 4 February 2021, the Respondent informed the Claimant that it could – as a result of COVID-19 – not register the Claimant *'in the right time'* and it offered him to pay a compensation of *'10% of the contract'*.
11. On 13 March 2021, the Claimant received an email from Mr. Mohsen Belhoze, who confirmed that the UAE FA had rejected the application for the registration of the Claimant, because of *'some unspecified pandemic protocols and AFC rules'* as well as that the Respondent had no intention to perform the contract.
12. According to the information contained in the TMS, as well as the information provided by the Claimant, on 9 March 2021, the Claimant signed a new contract with the Canadian club Atletico Ottawa, valid for the period between 1 January 2021 and 31 December 2022, based on which the Claimant was entitled to receive a total amount of USD 87,500. For the period between 5 February 2021 and 1 April 2021, this corresponds to USD 6,640.62.

## II. PROCEEDINGS BEFORE FIFA

13. On date, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. The claim of the Claimant

14. On 22 June 2021, the Claimant lodged a claim against the Respondent, claiming to be awarded the following amounts:
  - USD 127,299 as compensation for breach of contract;
  - USD 18,900 as *'loss of actual earning'*;
  - 5% interest p.a. as from the respective due dates;
  - Sporting sanctions and procedural costs to be imposed.
15. In his claim, the Claimant explains that the Respondent had breached the contract without just cause, as the parties had a) concluded a valid contract, which was b) terminated without just cause by the Respondent, resulting in c) the entitlement of the Claimant to compensation or breach of contract.

### b. Position of the Respondent

16. Despite having been invited to do so, the Respondent failed to answer to the Claimant's claim. In this respect, the Respondent only replied to FIFA after the expiry of the deadline provided to it and the closure of the investigation phase, explaining that FIFA's correspondence had landed in its junk mail. What is more, in its late reply, the Respondent stated that the contract is forged and asks FIFA's Disciplinary Department to open an investigation on this topic.

### III. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

#### a. Competence and applicable legal framework

17. 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. In this respect, it took note that the present matter was presented to FIFA on 22 June 2021 and submitted for decision on 12 August 2021. Taking into account the wording of art. 21 of the 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.
18. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 24 par. 1 in combination with art. 22 lit. a) and b) of the Regulations on the Status and Transfer of Players (edition February 2021), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Canadian player and an Emirati club
19. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (edition February 2021), and considering that the present claim was lodged on 22 June 2021, the February 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### b. Burden of proof

20. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 12 par. 3 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the DRC stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties.
21. In this respect, the Chamber also recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA's judicial bodies may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in TMS.

#### c. Merits of the dispute

22. The competence of the DRC and the applicable regulations having been established, the DRC entered into the merits of the dispute. In this respect, the DRC started by

acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the DRC emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

#### **i. Main legal discussion and considerations**

23. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the Respondent only sent a late reply, after the deadline it was granted, had already expired and also after the closure of the investigation phase in the matter at hand.
24. In fact, the replies of the Respondent were only received in the period after 19 July 2021, i.e. after the closure of the investigation phase on 16 July 2021. As a result, bearing in mind the Chamber's constant jurisprudence in this regard and in application of art. 9 par. 3 and par. 5 of the Procedural Rules, the Chamber decided not to take into account the replies of the Respondent and established that, in accordance with the aforementioned provision, it shall take a decision on the basis of those documents on file that were provided prior to the deadline set by FIFA, *in casu*, on the statements and documents presented by the Claimant.
25. In this context, the Chamber acknowledged that – based on the documentation on file - its task was to determine whether or not the parties had agreed upon a valid and binding employment contract, and whether said employment contract was breached by one of the parties.
26. First of all, the Chamber wished to highlight that in order for an employment contract to be considered as valid and binding, apart from the signature of both the employer and the employee, it should contain the *essentialia negotii* of an employment contract, such as the parties to the contract, their role, the duration of the employment relationship, the remuneration.
27. After careful study of the contract presented by the Claimant, the Chamber concluded that all such essential elements are included. In particular, the fact that the contract establishes that the Claimant has to render his services towards the Respondent, which in counterpart has to pay to the Claimant a monthly remuneration. Moreover, the documentation is signed by both the Claimant and the Respondent (although in the articles of the contract, the Respondent named is not mentioned, it is only in the letterhead and the bottom of the contract). Finally, based on the communication between the Claimant and the Respondent, made available by the Claimant, the members of the Chamber concluded that the Claimant could validly expect that correspondence was sent to him on behalf of the Respondent.
28. Based on the foregoing circumstances, the members of the Chamber came to the conclusion that the Claimant had concluded a valid and binding contract in the month of July 2020.

29. At this point, the members of the Chamber considered it relevant to recall its jurisprudence, in accordance with which the validity of an employment contract cannot be made conditional upon the execution of (administrative) formalities, such as, but not limited to, the registration of said contract, which are of the sole responsibility of a club and on which a player has no influence.
30. Along those lines, the members of the Chamber concluded their considerations by establishing that the Respondent, by informing the Claimant on 4 February 2021 that it could not register the valid and binding contract and ultimately on 13 March 2021, that it would not perform said contract, had terminated the contract without just cause.

## ii. Consequences

31. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
32. First of all, the members of the Chamber concurred that the Respondent must fulfil its obligations as per employment contract up until the date of termination of the contract in accordance with the general legal principle of "*pacta sunt servanda*". Consequently, the Chamber decided that the Respondent is liable to pay to the Claimant the remuneration that was outstanding at the time of the termination i.e. the amount of USD 89,033, consisting of one monthly salary of USD 70,400 as 4 monthly salaries of USD 17,600 each, for the period between September and December 2020 and one monthly salary of USD 18,633 as salary for the month of January 2021.
33. In continuation, the Chamber decided that, taking into consideration art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract in addition to any outstanding salaries on the basis of the relevant employment contract.
34. In this context, the Chamber outlined that, in accordance with said provision, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
35. In application of the relevant provision, the Chamber held that it first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

36. Subsequently, and in order to evaluate the compensation to be paid by the Respondent, the members of the Chamber took into account the remuneration due to the Claimant in accordance with the employment contract as well as the time remaining on the same contract, along with the professional situation of the Claimant after the early termination occurred. In this respect, the Chamber pointed out that at the time of the termination of the employment contract on 4 February 2021, the contract would run until 1 April 2021, in which a total of USD 38,266 was still to be paid. Consequently, taking into account the financial terms of the contract, the Chamber concluded that the remaining value of the contract as from its early termination by the Respondent until the regular expiry of the contract amounts to USD 38,266 and that such amount shall serve as the basis for the final determination of the amount of compensation for breach of contract.
37. In continuation, the Chamber remarked that following the early termination of the employment contract at the basis of the present dispute, the Claimant had found new employment. In this respect, on 9 March 2021, the Claimant signed an employment contract with the Canadian club, Atletico Ottawa, valid as from 1 January 2021 until 31 December 2022, in accordance with which he would – in the overlapping period between 5 February 2021 and 1 April 2021 – be entitled to the total amount of USD 6,640.62. Consequently, in accordance with the constant practice of the Dispute Resolution Chamber and the general obligation of the Claimant to mitigate his damages, such remuneration under the new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract.
38. In view of all of the above, the Chamber decided that the Respondent must pay the amount of USD 31,625.38 to the Claimant as compensation for breach of contract without just case, which is considered by the Chamber to be a reasonable and justified amount as compensation.
39. What is more, in line with the constant jurisprudence of the DRC, the members of the Chamber also decided to award 5% interest *p.a.* on the amount of USD 31,625.38 as from the date of claim, i.e. 22 June 2021.
40. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claim lodged by the Claimant is rejected.

### iii. Compliance with monetary decisions

41. Finally, taking into account the consideration under number 32. and 39. above, the Chamber referred to par. 1 lit. and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.

42. In this regard, the DRC highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.
43. Therefore, bearing in mind the above, the DRC decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 24bis par. 2, 4, and 7 of the Regulations.
44. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Registration Form, which is attached to the present decision.
45. The DRC recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 8 of the Regulations.
46. Finally, the members of the Chamber decided that – in view of the forgery allegations in the late submissions of the Respondent and based on art. 25 par. 4 of the FIFA Regulations – the matter at hand will be submitted to the Disciplinary Committee, together with a request for the commencement of disciplinary proceedings in accordance with the FIFA Disciplinary Code.

#### **d. Costs**

47. The Chamber referred to article 18 par. 2 of the Procedural Rules, according to which “*DRC proceedings relating to disputes between clubs and players in relation to the maintenance of contractual stability as well as international employment related disputes between a club and a player are free of charge*”. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
48. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 18 par. 4 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
49. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

#### IV. DECISION OF THE DISPUTE RESOLUTION CHAMBER

1. The claim of the Claimant, Drew Beckie, is partially accepted.
2. The Respondent, Al Ain FC, has to pay to the Claimant, the following amounts:
  - USD 89,033 as outstanding remuneration, plus 5% interest *p.a.* until the date of effective payment as follows:
    - on the amount of USD 17,600 net as from 2 October 2020;
    - on the amount of USD 17,600 net as from 2 November 2020;
    - on the amount of USD 17,600 net as from 2 December 2020;
    - on the amount of USD 17,600 net as from 2 January 2021;
    - on the amount of USD 18,633 net as from 3 February 2021.
  - USD 31,625.38 as compensation for breach of contract, plus 5% interest *p.a.* as from 22 June 2021 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account set out in the enclosed Bank Account Registration Form.
5. Pursuant to article 24bis of the [Regulations on the Status and Transfer of Players](#) if full payment (including all applicable interest) is not paid **within 45 days** of notification of this decision, the following **consequences** shall apply:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of three entire and consecutive registration periods.
  2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not paid by the end of the of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with article 24bis paragraphs 7 and 8 and article 24ter of the [Regulations on the Status and Transfer of Players](#).
7. This decision is rendered without costs.
8. The matter at hand is submitted to the Disciplinary Committee for further investigation.

For the Dispute Resolution Chamber:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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**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:**

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