

Decision of the Dispute Resolution Chamber

passed on 15 July 2021

regarding an employment-related dispute concerning the player Djamel Eddine Benlamri

COMPOSITION:

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

CLAIMANT:

Al Shabab, Saudi Arabia
Represented by Khalied Allie

RESPONDENT:

Djamel Eddine Benlamri, Algeria
Represented by Pedro Macierinha

I. FACTS OF THE CASE

1. On 4 May 2017, the Algerian player, Djamel Eddine Benlamri (hereinafter: *the Respondent*), and the Saudi club, Al Shabab (hereinafter: *the Claimant*) signed an employment contract (hereinafter: *the Contract*) valid as from date of signature until 2 July 2020.
2. On 4 December 2018, the parties agreed to extend the Contract for an additional year, thus expiring on 2 July 2021.
3. On 31 August 2019, the parties agreed to extend the Contract for an additional year, thus expiring on 2 July 2022.
4. On 16 September 2020, the parties entered into an "Agreement for mutual termination of the employment contract" (hereinafter: *the Settlement*).
5. Article 2 of the Settlement reads as follows:

The Player shall pay to the Club the total net amount of \$1,200,000.00 will be paid as following:

- USD 900,000 on or before 05.10.2020
 - USD 100,000 on or before 15.01.2021
 - USD 100,000 on or before 15.03.2021
 - USD 100,000 on or before 15.05.2021
6. On 5 October 2020, the Respondent signed for the French club Olympique Lyonnais.
 7. On 4 December 2020, the Claimant put the Respondent, including on copy the new club, in default for the payment of the first instalment of the Settlement which was due on 5 October 2020.
 8. On 10 December 2020, the Claimant put the Respondent in default again, to no avail.
 9. On 14 December 2020, the Claimant re-send the previously sent letter from 10 December 2020.

II. PROCEEDINGS BEFORE FIFA

10. On 28 December 2020, 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

11. According to the Claimant, the Respondent has failed to respect the Settlement and breaching the principle of *pacta sunt servanda*. Hence, in the Claimant's view, the Respondent should be compelled to respect the Settlement.

12. The Claimant's requests for relief are:

"In light of all of the above, Al Shabab Football Club respectfully requests the FIFA Dispute Resolution Chamber to:

a) Enforce its jurisdiction over the matter;

b) Consider Djamel Eddine Benlamri as guilty for failing to comply with its obligations towards Al Shabab Football Club, as established in the Termination Agreement entered into between the parties on 16 September 2020.

c) Order Djamel Eddine Benlamri to pay Al Shabab Football Club the net amount of USD 900,000, corresponding to the first installment stipulated in clause 2 of the Termination Agreement;

d) Determine that an interest rate of 10% (five per cent) per annum shall apply over the total amount due by Djamel Eddine Benlamri as from 1 October 2020 until the date of effective payment, as stipulated in the Termination Agreement⁵; and

e) Order Djamel Eddine Benlamri to bear any and all legal costs and expenses incurred by Al-Shabab Football Club in connection with the present claim.

f) Should Djamel Eddine Benlamri not comply with the terms of the Termination Agreement enforce the necessary sanctions against the Respondent in terms of art.17 par. 2 of the RSTP."

b. Position of the Respondent

13. Despite being invited to do so, the Respondent has failed to provide an answer to FIFA within the prescribed deadline.

III. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

a. Competence and applicable legal framework

14. 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 28 December 2020 and submitted for decision on 15 July 2021. 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.

15. 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 an Algerian player and a Saudi club.
16. 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 Player (edition February 2021), and considering that the present claim was lodged on 28 December 2020, the October 2020 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

17. 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.
18. 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

19. 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.
20. In this regard, the Chamber noted the contents of the correspondence sent by the Respondent on 14 July 2021 after the formal closure of the investigation by FIFA General Secretariat.
21. The Chamber determined that it could not take into consideration the submission presented by the Respondent in accordance with art. 9 par. 3 and par. 5 of the Procedural Rules.

22. Moreover, and due to the alleged lack of notification of the claim to the Respondent, the DRC was able to confirm that all communications sent by the FIFA General Secretariat were sent and delivered to the e-mail address which the Respondent indicated in the Settlement, as well as confirmed by the Respondent's current employer, Olympique Lyonnais, and therefore shall be deemed a valid and binding mean of communication.
23. Furthermore, as a consequence of the aforementioned consideration, the Chamber emphasised that in accordance with art. 9 par. 3 of the Procedural Rules, it 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.

i. Main legal discussion and considerations

24. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the claim remained undisputed.
25. In this context, the Chamber acknowledged that it its task was to ascertain if the Respondent had breached the Settlement and the consequences thereof.
26. The Chamber noted that the parties agreed in the Settlement that the Respondent shall pay certain amounts on certain dates. In particular, the Claimant is requesting the first instalment which was due on 5 October 2020.
27. As the claim remains uncontested and no proof of payment has been submitted by the Respondent, the Chamber decided that the Respondent had breached the Settlement without just cause.

ii. Consequences

28. 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.
29. The Chamber decided that the claim shall be accepted and the Respondent shall be liable to pay the contractually agreed sum of USD 900,000 as requested by the Respondent.
30. The Chamber in line with its constant jurisprudence as well as the requests of relief of the Claimant, decided to grant interest at the rate of 5% per annum on said amounts as from their due dates until the date of effective payment.

iii. Compliance with monetary decisions

31. Finally, taking into account the aforementioned considerations, 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.

32. In this regard, the DRC highlighted that, against players, the consequence of the failure to pay the relevant amounts in due time shall consist on a ban from playing in official matches up until the due amount is paid. The overall maximum duration of the ban shall be six months.
33. Therefore, bearing in mind the above, the DRC decided that the DRC decided that, in the event that the Respondent does not pay the amounts due to the Claimant within 45 days as from the moment in which the Claimant, communicates the relevant bank details to the Respondent, provided that the decision is final and binding, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent in accordance with art. 24bis par. 2 and 4 of the Regulations.
34. 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.

d. Costs

35. 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.
36. 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.
37. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief.

IV. DECISION OF THE DISPUTE RESOLUTION CHAMBER

1. The claim of the Claimant, Al Shabab, is partially accepted.
2. The Respondent, Djamel Eddine Benlamri, has to pay to the Claimant, the following amount:
 - USD 900,000 as outstanding amount plus 5% interest *p.a.* as from 6 October 2020 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.
5. The Respondent shall provide evidence of payment of the due amount in accordance with this decision to psdfifa@fifa.org, duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).
6. In the event that the amount due, plus interest as established above is not paid by the Respondent **within 45 days**, as from the notification by the Claimant of the relevant bank details to the Respondent, the following consequences shall arise:
 1. The Respondent shall be banned shall be restricted on playing in official matches up until the due amount is paid and for the maximum duration of six months. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the [Regulations on the Status and Transfer of Players](#)).

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:

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