

Decision of the Dispute Resolution Chamber

passed on 29 July 2021

regarding an employment-related dispute concerning the player Mohamed Coulibaly

COMPOSITION:

Clifford J. Hendel (USA & France), Deputy Chairman
Angela Collins (Australia), member
Stefano La Porta (Italy), member

CLAIMANT:

Mohamed Coulibaly, Côte d'Ivoire
Represented by Salvatore Civale

RESPONDENT:

Al Kharaitiyat Sports Club, Qatar
Represented by Nilo Effori

I. FACTS OF THE CASE

1. The Ivorian player, Mohammed Coulibaly (hereinafter: *the player* or *the Claimant*) arrived in Qatar in 2011 for a series of trial periods.
2. On an unspecified date, the player and the Qatari club, Al Kharaitiyat Sports Club (hereinafter: *the club* or *the Respondent*) allegedly signed a contract without a specific duration (hereinafter: *the contract*). The copy of the contract submitted by the player (a) bears two dates, namely 1 December 2015 and 1 July 2016, and (b) was signed by the player only. It outlined the following conditions:

*“(a) Total amount
(b) Monthly Salaries: 10,000 QR
Salary work: no
Professional salary: 10,000 QR
Per month from 01/07/2016 to 30/06/2017.
(for the first year only).
(c) Monthly Housing: (no) for the first year only.
(d) The amount: (100,000QR) Only One hundred thousand QR (for the first year only) as follows:
a- The amount (50,000 QR) Only Fifty thousand QR paid on – 15/08/2016.
b- The amount (50,000 QR) Only Fifty thousand QR paid on – 30/05/2017 (for the first year only).
(e) Other benefits in favour of the player
- Car (yes)
- Tickets (yes)
- House (yes)
The player’s income refers to gross amounts. Regarding the payment of eventual taxes and social costs,
the legal provisions applicable at the club’s domicile apply”.*
3. On 15 May 2018, the club wrote to the French embassy, and stated *inter alia* that the player was a player of the club and that *“he shall receive a month’s salary 10.000 QR”*. The relevant letter was drafted in the club’s letterhead and bears the signature of Mr Ahmed Bin Thamer Al-Thani in the capacity of general director of the club. Such letter also bears the club’s stamp.
4. On 14 January 2021, the player put the club in default of payment of QAR 1,080,000 net, corresponding to his unpaid salaries for 54 months of QAR 20,000. The player granted the club 15 days to cure the breach, to no avail.
5. On 31 January 2021, the player terminated the contract in writing.
6. On 7 February 2021, the player sent a second notice to the club, reiterating his will to terminate the contract. The Qatari Football Association (QFA) was put in copy of this correspondence.

7. On 24 February 2021, the QFA informed the player that it had no records of any employment contract concluded between the player and the club.

II. PROCEEDINGS BEFORE FIFA

8. On 31 March 2021, 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

9. According to the Claimant, the contract was valid for a total of 5 years, that is, until 30 June 2021.
10. The player explained that he was granted a visa to stay in Qatar, played regularly in friendlies and training sessions, but the club only paid him 50% of his sign-on fee. The player further explained that the club never provided him with a signed copy of the contract.
11. The player deems that the contract contains all the *essentialia negotii* and thus was a valid and binding document on the parties, moreover due to the following facts which denote the existence of a contractual relationship:
 - a. Payment of 50% of the sign-on fee;
 - b. The club provided accommodation and food by paying him in cash on a monthly basis;
 - c. The club provided the player with plane tickets between Qatar and his home country;
 - d. The player played and regularly trained with the club;
 - e. The player always followed the club's instructions;
 - f. The club procured and obtained a working visa for him;
 - g. The club *"has always arranged the trips to the Player being also in touch with the French Embassy"*,
12. In support of the above, the player filed several photos and videos which in his opinion reflect his training and playing at the club. The player also filed a copy of the letter to the French embassy of 15 May 2018, as well as copies of his Qatari permit, which indicates the Respondent as his employer.
13. The player deems he had just cause to terminate the contract and seeks the following:
 - a. QAR 1,130,000, consisting of salaries from July 2016 to December 2020, plus QAR as the second instalment of the sign-on fee.
 - b. QAR 120,000 as compensation for breach of contract;
 - c. Interest of 5% p.a. as from the due dates.

14. As for the reason he did not file this claim previously, the player states that he used best efforts to resolve the matter amicably *“by waiting years with the hope to be paid”*.

b. Position of the Respondent

15. The club rejected the position of the player and argued that the player arrived for trial periods, following which he was not offered a contract.
16. The club admitted that a visa was issued to him *“sponsored personally by Sheikh Khalifa Althani, who used the Respondent to apply for the Player residency, as an amateur athlete, nothing related to the professional football team”*.
17. The club also adduced that the player also played for another Qatari team, Al Sadd (note: pictures on file), for the same period the player claims to have been working for the club.
18. The club holds that no employment contract existed and the claim is based on fabricated evidence. The club is adamant that no offer nor contract was presented to the player and thus not signed as well; equally, the club argued that it never paid either QAR 50,000 or any cash to the player and that he filed no evidence of such payments. By the same token, the club denied having ever provided flight tickets to the player.
19. As to the pictures and instructions, the club claimed that those solely relate to the player’s trial period, nothing more.
20. As to the player’s residency card/visa, the club argued as follows: *“means the player has the right to stay in the country longer than a tourist as an athlete, not a professional player. His residency card was issued way before the alleged contract, which means that whilst with the Club he was under an amateur status, not having any employment contract whatsoever, basically a trialist”*. The club also stated that it does not confirm the existence of the letter addressed to the French embassy.
21. With regards to the contract filed by the player, the club made the following remarks:
- *we can see that the last page of this alleged contract is number 13 (without the schedule of payment which has no page). But in the Claim, the alleged contract jumps from page 5 to page 11;*
 - *In any part of the alleged employment contract presented as evidence by the Player there is the term of the contract. In any part of this document states the term of this bogus contract is from 1 June 2016 to 30 June 2021.*
 - *The Page 11 of the contract, where there is obviously no signature from the Club has the date of 1 December 2015. Also, the untranslated pages into English, numbers 12 and 13, have the date of 1 December 2015. The Schedule of payments for his salaries, without page number, which normally would be signed on the same day of an employment contract, has the date of 1 June 2016 and his payments starting only on 1 July 2016 to 20 June 2017. It does not make sense.*

- Therefore, the Player signed an allegedly employment contract dated 1 December 2015, with a schedule of payment signed by him only on 1 June 2016! Very odd!
 - Even with all evidence and misleading arguments by the Player, in anywhere in this fabricated document there is neither the length of the contract for 5 years nor a schedule of payments for five years
22. The club finally referred to art. 25 (5) of the FIFA Regulations on the Status and Transfer of Players (RSTP) and argued that the claim is time-barred. The club accordingly asked that the claim be rejected or deemed inadmissible.

c. Rejoinder of the Claimant

23. The player rejected the club's position and reiterated his own. In further support of his position, the player filed witness statements from former co-workers in order to demonstrate his time at the club.
24. As to the admissibility, the player argued as follows:
- "Contrary to the Respondent's allegation, the claim of the Player is not time barred since the employment contract offered by the Club to the Player and filed with the Claim (Exhibit 3) was running until 30 June 2021 and only from this date starts the 2-year term of prescription from the action.*
- Moreover, even considering as not valid said contract, the Player has filed with the claim (Exhibit 8) a letter signed by the Respondent on 15 August 2018 (recte. 15 May 2018) and addressed to the Authority by virtue of which Al Kharaitiyat requested the issuance of the VISA permit for one year for the sporting season 2018/2019, which ended on 30 June 2019. Therefore, even in this case the claim is not time barred considering the 2-year term of prescription from the action not yet elapsed at the time of filing".*
25. The player clarified that the pictures were received from the club's photographers throughout his time at the club, the latest being from 10 October 2018, and the first dating back to 2014.
26. The player additionally referred to stamps in his passport and to witness statements of fellow teammates/coach to demonstrate his time at the club as well as his trips between Africa and Qatar.
27. The player also provided his bank statements showing small amounts, which he explained were deposits from the cash payments he received, and that even if the amounts were small he could still send money to his family.
28. As to the club, Al Sadd, the player explained that the club ordered him to go there but no agreement was reached with said club for his transfer.

d. Final comments of the Respondent

29. The club reiterated its position and challenged the new evidence provided by the player, claiming it is incapable of demonstrating the existence of an employment relationship.

III. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

a. Competence, admissibility, and applicable legal framework

30. 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 31 March 2021 and submitted for decision on 29 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.
31. Subsequently, 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. b) of the RSTP (edition February 2021), the Dispute Resolution Chamber is in principle competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Ivorian player and a Qatari club.
32. However, the Chamber took note of the Respondent's challenge regarding the admissibility of the claim on account of art. 25 par. 5. of the RSTP. The Chamber further confirmed that in accordance with the clear wording of such provision, it shall analyse if the claim is time-barred *ex officio*.
33. The claim was filed on 31 March 2021, and therefore any dispute for overdue salaries pertaining to the period between 1 July 2016 and 30 March 2019 is indeed in the view of the DRC barred by the statute of limitations enshrined in art. 25 par. 5 RSTP. To this end, the Chamber considered that the letter from the club to the French embassy would not in any way interrupt the prescription, as it is not an acknowledgement of debt, but solely, if any, a confirmation of the player's employment status/salary. Equally, for the sake of completeness, the DRC highlighted that contrary to the player's argumentation, the event giving rise to the dispute insofar as the payment of salaries is the day of when such payments were due.
34. Accordingly, the DRC confirmed that the player's claim is partially time-barred and that it cannot entertain any petition referring to amounts due prior to 30 March 2019.
35. 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 RSTP (edition February 2021), and considering that the present claim was

lodged on 31 March 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

36. 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.
37. In this respect, the Chamber also recalled that in accordance with art. 6 par. 4 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

38. 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

39. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute whether the contract had been indeed concluded between them. Consequently, the Chamber decided that it first had to assess, as argued by the player, if he had been effectively engaged by the club as a footballer for a period of 5 years. In the affirmative, the Chamber's subsequent task would be to determine if the player had just cause to terminate the contract and the consequences thereto.
40. Before undertaking such tasks, the Chamber wished to outline that in order for an employment contract to be considered as valid and binding, the actual signature of the contract is not the sole or even a necessary element to determine whether there was an existing contractual relationship between the parties. Instead, the validity and the enforcement of the contract should be established on the basis of a comprehensive understanding of all the facts and actions taken by the parties within their context of their relationship. Put differently, the Chamber confirmed that the signature requirement is essentially the easiest way that a party has to prove that their counterparty has entered into a contract; however, the Chamber was comforted to determine in line with the jurisprudence of both the DRC and the Court of Arbitration for Sport (CAS) that an

employment agreement can be materialised with the wish to be executed, and the signature can be understood as a requirement to prove the club's acceptance, but it is not the only evidence.

41. Having stated the above, the Chamber noted that the Claimant's case hinges essentially on weighing the evidence provided. To this end, the only elements available to determine whether the contract had been effectively executed were those provided by the player himself as the club did not advance any proof in support of its position, in spite of the fact that it was granted (twice) the opportunity to do so. The club limited itself to challenging the substance of the evidence provided by the player and his correspondent ability to prove his case.
42. After a careful study of the documentation on file, the DRC, by majority decision, ruled that the player was able to sufficiently discharge his burden of proof and demonstrate that a valid and binding contract existed. The DRC came to this conclusion based on the following considerations.
43. In spite of the fact that no signed specimen of the contract was provided (at least, not one signed by the club as the copy provided by the player carries only his own signature), in the DRC's view the club undertook all the necessary steps to hire the player, including: receiving him in its premises, allowing him to train with his the rest of the team, drafting and allowing him to sign a contract, and, most importantly, providing him with the work visa (up until October 2021).
44. The Chamber did not fail to notice that the contract specimen on file is missing some pages as correctly indicated by the club; it however noted that the document was drafted in English and Arabic in the club's letterhead and contained the club's watermark. It also noted that the club as well as the player were correctly identified therein. Lastly, the DRC was mindful that such specimen indicated the player's remuneration and contained his thumbprint and signature.
45. The DRC accordingly found that in a balance of probabilities, it was likely that a draft of the contract had been procured by the club and made available to the player, who signed it without however receiving a counter-signed copy of the document.
46. The Chamber also noted the videos and pictures provided by the player, which show him in the club's uniform playing and training amongst his teammates. To this end, the Chamber also gave due consideration to the witness statements on file showing that for a considerable period of time, which included part of the period covering the contract's starting date (1 July 2016) up until the contract's termination on the player's initiative, the player had been a footballer at the club, playing as a goalkeeper. The DRC noted that while some of the pictures/videos did not seem to cover the contractual period (nor some time at the club, as the player was apparently in trials with other Qatari clubs) they were quite self-evident and further corroborated by the witness statements.

47. What is more, the Chamber found pivotal to its conclusion to demonstrate the existence of the labour relationship (a) the letter of the club addressed to the French Embassy of May 2018 (which unequivocally names the player as an employee of the club with a salary of QAR 10,000), and (b) the copies provided by the player of his residency card/visa in Qatar which clearly name the club as the player's employer.
48. In particular, the DRC noted that the club only challenges these two documents by claiming that it cannot confirm the existence of former, and that while the visa had been "*sponsored personally by Sheikh Khalifa Althani, who used the Respondent to apply for the Player residency*", this alleged referred to the player's status as "*an amateur athlete*".
49. The DRC found this line of argumentation insufficient to refute the allegations of the player. The club failed to demonstrate that the letter to the French Embassy was not authentic; furthermore, the club filed no evidence in support of the allegations that the player's visa had been issued in regards to his amateur status, and further confirmed that the club was the entity responsible for the player's visa
50. Accordingly, the Chamber, by majority decision, confirmed that the contract had indeed been executed and was a valid and binding document on the parties, and comprised of the following particulars:
 - a. Term of 5 years, since absent any disposition to the contrary, it was presumed that the parties wished for a lengthy relationship under the maximum allowed by the Regulations;
 - b. The contract clearly stated that the "*professional contract*" would be payable in "*the first year only*", and hence the DRC established, as confirmed in the letter of 15 May 2018 to the French Embassy, that the player's salary was in fact QAR 10,000 and not QAR 20,000.
51. In respect of the above, the DRC clarified that the period indicated in the contract for payment of salaries would run from 1 July 2016, so it was comforted to establish that this was the start of the contract, and not 1 December 2015. The DRC also outlined that this particular wording was further evidence that the contract would run for more than one year.
52. Having established the above, the DRC turned to the issue of the termination, and took into consideration that this part of the player's claim stood undisputed. Accordingly, and bearing in mind the unequivocal contents of art. 14bis of the Regulations, coupled with the player's default notice as well as the club's failure to pay at least two monthly salaries, the DRC confirmed that the player had just cause to terminate the contract. The club is thus responsible for the consequences that follow.

ii. Consequences

53. Having stated the above, the Chamber turned its attention to the question of the consequences of such unjustified breach of contract committed by the club.
54. The Chamber observed that the outstanding remuneration at the time of termination is equivalent to his salaries under the contract, i.e. March 2019 to December 2020, amounting to a total of QAR 220,000. To this end, the DRC clarified that March salary fell due on 31 March 2019, so the event giving rise to the dispute arises in this respect from 1 April 2019 and thus this part of the player's claim is not time-barred.
55. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the club is liable to pay to the player the amounts which were outstanding under the contract at the moment of the termination, i.e. USD QAR 220,000 (i.e. twenty two times QAR 10,000).
56. In addition, taking into consideration the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided to award the player interest at the rate of 5% p.a. on the outstanding amounts as from one day after their due dates until the date of effective payment.
57. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by the club. In doing so, the Chamber firstly recapitulated that, in accordance with art. 17 par. 1 of the Regulations, 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 player 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.
58. In application of the relevant provision, the Chamber held that it first had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of 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.
59. As a consequence, the Chamber determined that the amount of compensation payable by the club to the player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
60. Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract until its term. Consequently, the Chamber concluded that the amount of QAR 60,000 (i.e.

from January until June 2021) serves as the basis for the determination of the amount of compensation for breach of contract.

61. In continuation, the Chamber verified as to whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC as well as art. 17 par. 1 lit. ii) of the Regulations, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages. The Chamber confirmed that the player has not been able to find new employment.
62. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of QAR 60,000, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
63. Lastly, taking into consideration the player's request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided to award the player interest on said compensation at the rate of 5% p.a. as of the date of claim until the date of effective payment.

iii. Compliance with monetary decisions

64. Finally, taking into account applicable Regulations. 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.
65. 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.
66. 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.

67. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
68. 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

69. 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.
70. 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.
71. 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, Mohamed Coulibaly, is partially accepted insofar as it is admissible.
2. The Respondent, Al Kharaitiyat Sports Club, has to pay to the Claimant the following amounts:
 - a. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 April 2019 until the date of effective payment;
 - b. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 May 2019 until the date of effective payment;
 - c. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 June 2019 until the date of effective payment;
 - d. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 July 2019 until the date of effective payment;
 - e. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 August 2019 until the date of effective payment;
 - f. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 September 2019 until the date of effective payment;
 - g. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 October 2019 until the date of effective payment;
 - h. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 November 2019 until the date of effective payment;
 - i. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 December 2019 until the date of effective payment;
 - j. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 January 2020 until the date of effective payment;
 - k. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 February 2020 until the date of effective payment;
 - l. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 March 2020 until the date of effective payment;
 - m. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 April 2020 until the date of effective payment;
 - n. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 May 2020 until the date of effective payment;
 - o. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 June 2020 until the date of effective payment;
 - p. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 July 2020 until the date of effective payment;
 - q. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 August 2020 until the date of effective payment;
 - r. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 September 2020 until the date of effective payment;

- s. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 October 2020 until the date of effective payment;
 - t. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 November 2020 until the date of effective payment;
 - u. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 December 2020 until the date of effective payment;
 - v. QAR 10,000 as outstanding remuneration plus 5% interest p.a. as from 1 January 2021 until the date of effective payment;
 - w. QAR 60,000 as compensation for breach of contract without just cause plus 5% interest p.a. as from 31 March 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 indicated 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 the ban shall be 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.

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).

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