

**Decision of the
Dispute Resolution Chamber (DRC) Judge**
passed on 11 August 2021

regarding an employment-related dispute concerning the player
Francisco Humberto De Araujo Alves

BY:
Stijn Boeykens (Belgium)

CLAIMANT:
Francisco Humberto De Araujo Alves, Brazil

RESPONDENT:
ACCS Asnieres-Villeneuve 92, France

I. Facts

1. On 1 August 2020, the parties concluded a "global contract agreement" valid for the season "2020/2021" and "the next" with the following conditions:
2. According to the contract, the player was entitled to the following remuneration:
 Season 2020/2021:
 EUR 150,000, payable as follows
 - 25.000 € at the time of signing the pre-contract - 15 January 2020 - 15 January 2020-
 - 50.000 € at the beginning of the season -August 2020-
 - 7.500 € per month from 1 August 2020 until 31 May 2021.
 EUR 100,000 for the season 2021/2022, to be paid as follows:
 - 25.000 € to be paid between 15 and 30 January 2020.
 - 7.500 € per month from 1 August 2021 until 31 May 2022.
3. On 23 December 2020, the legal representative of the player sent a default notice indicating the following:
4. On 9 January 2021, the player sent a termination notice.
5. On 12 January 2021, the parties concluded a mutual termination agreement stipulating the following:

"Art. 1
D'un commun accord, le Club et le Salarié conviennent de mettre un terme anticipé au contrat global qu'elles ont conclu en date du 1^{er} aout 2020.
La rupture du contrat global prendra effet des signatures des parties
ARTICLE 2 – CONDITIONS
Il est expressément convenu que le Club versera au joueur une indemnité de la manière suivante ;
 - 12 500€ d'ici à la fin du mois de janvier 2021
 - 12 500€ a la fin du mois de février 2021 »Free translation into English:
"Art. 1
By mutual agreement, the Club and the Employee agree to terminate early the global contract they have entered into as of 1 August 2020.
The termination of the global contract will take effect from the signatures of the parties
ARTICLE 2 - CONDITIONS
It is expressly agreed that the Club will pay the Player compensation as follows;
 - 12,500€ by the end of January 2021
 - 12,500€ by the end of February 2021
6. On 3 March 2021, the legal representative sent the following notice to the club:

"I'm writing you on behalf of our client, FRANCISCO HUMBERTO DE ARAUJO ALVES , and relating to the contract he signed with your club on August 1st 2020.

In this regard, in order to salve the overdue payables, both parties signed an agreement by virtue of which, your club had to pay him TWENTY FIVE THOUSAND EURO (25.000 €) in two installments.

However, your club didn 't fulfill the so-referred agreement and still owes the player the debt in full. For this reason, by means of this communication we are giving your club a final deadline of TEN DAYS in order to pay the amount agreed."

7. On 16 March 2021, the player lodged a claim before FIFA and requested the payment of the following amounts:
 - Agreed compensation for termination of the contract: EUR 25,000, plus 5% interest p.a. as from the date of the claim.
 - Compensation for major breach of contract: EUR 22,500, corresponding to 3 monthly salaries (i.e. 7,500*3) plus 5% interest p.a. as from the date of the claim.
8. The player explained that he signed the mutual termination agreement due to his personal situation, in order to receive a small amount, despite the fact that the club already owed him the amount of EUR 84,435.48.
9. In line with art. 13 of the Procedural Rules, FIFA proposed to settle the matter in the amount of EUR 25,000, plus interest, while mentioning that "the Respondent rejects the proposal, it shall provide its response to the claim" within the granted deadline.
10. In its reply to the proposal, the Respondent stated the following:

"We have received your letter dated 06 May 2021 concerning the player Francisco Humberto De Araujo Alves. We would like to inform you that the Club refuses the proposal formulated in your decision FPSD-2053 and wishes to assert its rights and to bring elements to the Players' Status Committee and the Dispute Resolution Chamber so that it can decide on the dispute that has been referred to it."

II. Considerations of the Dispute Resolution Chamber

1. First of all, the DRC Judge (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 DRC Judge 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 DRC Judge is competent to deal with matters which concern employment-related disputes with an international dimension between players and clubs.
3. In continuation, the DRC Judge analysed which edition of the Regulations of the Status and Transfer of Players should be applicable to the present matter. In this respect, the DRC Judge 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 DRC Judge 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 DRC Judge emphasized that in the following considerations he 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 DRC Judge noted that, on 1 August 2020, the parties concluded a "global contract agreement" valid for the season "2020/2021" and "the next".
6. The DRC Judge thereafter noted that, on 12 January 2021, the parties concluded a mutual termination agreement according to which the player was entitled to a compensation of EUR 25,000, payable as follows:
 - 12,500€ by the end of January 2021
 - 12,500€ by the end of February 2021
7. At this stage, the DRC Judge wished to highlight that, in view of the contents of the aforementioned mutual termination agreement, any outstanding liability between the parties shall be assessed in consideration of this agreement.
8. Subsequently, the DRC Judge noted that, he player lodged a claim before FIFA and requested the payment of EUR 25,000.
9. On the other hand, the Chamber noted that, after having received a proposal of FIFA in line with art. 13 of the Procedural Rules, the Respondent expressed its rejection, although did not provide any substantive argument.

10. In view of the above, the DRC Judge could only assume that the amount of EUR 25,000, as stipulated in the mutual termination agreement, is outstanding.
11. Consequently, in strict application of the principle of *pacta sunt servanda*, the DRC Judge established that the Respondent has to pay to the Claimant, the total outstanding amount of EUR 25,000, as agreed in the mutual termination agreement.
12. Moreover, taking into account the request of the Claimant as well as the longstanding jurisprudence in this regard, the DRC Judge decided to award 5% interest p.a. over said amount as from the date of the claim.
13. In addition, the Judge noted that the Claimant requested an additional amount EUR 22,500 as compensation. However, the Judge observed that there is no regulatory or contractual basis for the payment of said amount, and therefore rejected this part of the claim.
14. Furthermore, taking into account the previous considerations, the DRC Judge referred to par. 1 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.
15. In this regard, the DRC Judge pointed out 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 and for the maximum duration of three entire and consecutive registration periods.
16. Therefore, bearing in mind the above, the DRC Judge 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, following the notification of the present decision, communicates the relevant bank details to the Respondent, 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.
17. Finally, the DRC Judge 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. 3 of the Regulations.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Francisco Humberto De Araujo Alves, is partially accepted.
2. The Respondent, ACCS Asnieres-Villeneuve 92, has to pay to the Claimant, the amount of EUR 25,000 as plus 5% interest *p.a.* as from 16 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 24 bis 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 24 bis paragraphs 7 and 8 and article 24ter 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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