

**Decision of the  
Dispute Resolution Chamber (DRC) judge**

passed on 11 August 2021

regarding an employment-related dispute concerning the player Sulejman Krpic

**BY:**

**Stijn Boeykens** (Belgium), DRC Judge

**CLAIMANT:**

**Sulejman Krpic, Bosnia and Herzegovina**  
Represented by Drazen Nikolic

**RESPONDENT:**

**AFC Astra Giurgiu, Romania**

## I. FACTS OF THE CASE

1. On 9 December 2020, the Claimant and the Respondent exchanged an '*official job offer*', in which *inter alia* the following was agreed:
  - a monthly salary of EUR 8,000 in the period between 1 January 2021 and 30 June 2021, due on the 1st day of the next month;
  - a monthly salary of EUR 9,000 in the period between 1 July 2021 and 30 June 2022, due on the 1st day of the next month;
  - a sign-on fee of EUR 20,000 due on 15 January 2021;
  - bonus '*for each goal scored*': EUR 500 net.
2. On 18 December 2020, the Claimant and the Respondent signed a contract, valid between 1 January 2021 and 30 June 2022, as well as a financial addendum to said contract regarding bonuses, based on which the Claimant was entitled to receive:
  - a monthly salary of EUR 8,000 in the period between 1 January 2021 and 30 June 2021, due on the 1st day of the next month;
  - a monthly salary of EUR 9,000 in the period between 1 July 2021 and 30 June 2022, due on the 1st day of the next month;
  - a sign-on fee of EUR 20,000 due on 15 January 2021;
  - '*bonuses in accordance with the Official Job Offer and the Financial Addendum to the contract*'.
3. On 3 June 2021, the Claimant put the Respondent in default for the amount of EUR 46,000, providing it a 15 days' deadline to remedy its default, however to no avail.
4. On 20 June 2021, the Claimant unilaterally terminated the contract with the Respondent with immediate effect, due to the outstanding remuneration.
5. On 22 June 2021, the Claimant signed a new contract with the Bosnian club FK Tuzla City, valid for the period between 22 June 2021 and 30 June 2024, based on which he was entitled to a monthly salary of BAM 835 (approximately EUR 426). For the overlapping period between 22 June 2021 and 30 June 2022, this amounts to EUR 5,112.

## II. PROCEEDINGS BEFORE FIFA

6. On 23 June 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**
7. In his claim, the Claimant explained that the Respondent failed to pay him the total amount of EUR 46,000, consisting of the monthly salaries for March, April and May 2021 in the

amount of EUR 8,000 each, as well as the sign-on fee in the amount of EUR 20,000, and a bonus of EUR 2,000 net for '4 scored goals'.

8. The requests for relief of the Claimant, as amended, were the following as follows:
  - EUR 46,000 as outstanding remuneration, plus 5% interest *p.a.* as from the respective due dates, consisting of the monthly salaries for March, April and May 2021 in the amount of EUR 8,000 each, as well as the sign-on fee in the amount of EUR 20,000, and a bonus of EUR 2,000 net for '4 scored goals';
  - EUR 116,000 as residual value of the contract in the period between 1 June 2021 and 30 June "2021", plus 5% interest *p.a.* as from 21 June 2021.

#### **b. Position of the Respondent**

9. The Respondent failed to timely submit its position to the claim of the Claimant (the request for a deadline extension was not motivated, so could not granted).

### **III. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER (DRC) JUDGE**

#### **a. Competence and applicable legal framework**

10. First of all, the Dispute Resolution Chamber (DRC) judge (hereinafter also referred to as *DRC judge*) analysed whether he was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 23 June 2021 and submitted for decision on 11 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.
11. Subsequently, the DRC judge referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 24 par. 1 and par. 2 in combination with art. 22 lit. a) and b) of the Regulations on the Status and Transfer of Players (edition February 2021), the DRC judge is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Bosnian player and a Romanian club.
12. Subsequently, the DRC judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he 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 23 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**

13. The DRC judge 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 judge stressed the wording of art. 12 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties.
14. In this respect, the DRC judge 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**

15. The competence of the DRC judge and the applicable regulations having been established, the DRC judge entered into the merits of the dispute. In this respect, the DRC judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the DRC judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

**i. Main legal discussion and considerations**

16. The foregoing having been established, the DRC judge moved to the substance of the matter, and took note of the fact that – in view of the lack of reply from the Respondent – the Claimant's claim for outstanding remuneration and compensation for breach of contract remained uncontested.
17. In this context, the DRC judge acknowledged that it his task was to determine whether the Claimant was indeed entitled the amounts he claimed.
18. In this respect, the DRC judge first of all established that the Respondent, for its part, failed to present its response to the claim of the Claimant, in spite of having been invited to do so. Consequently, the DRC judge deemed that the Respondent had renounced to its right of defence and, thus, had accepted the allegations of the Claimant.
19. As a consequence of the aforementioned consideration, the DRC judge concurred that, in accordance with art. 9 par. 3 of the Procedural Rules, a decision shall be taken upon the basis of the documents already on file, in other words, upon the statements and documents presented by the Claimant.
20. In accordance with the employment contract, the Respondent, in addition to the sign-on fee of EUR 20,000, was also obliged to pay the Claimant a monthly salary of EUR 8,000. What is more, the DRC judge noted that the bonuses for goals scored were only included

in the job offer, and not in the contract and/or financial addendum. As a result, the DRC judge decided that – since the parties allegedly agreed to not include said bonus as part of their contractual agreement - the Claimant is not entitled to such bonuses.

21. Moreover, the DRC judge noted that at the time the contract was terminated by the player, i.e. on 20 June 2021, the Respondent was obliged to pay to the Claimant, the amount of EUR 20,000 as sign-on fee, due on 15 January 2021, as well as three monthly salaries of EUR 8,000 each for the period between March and May 2021.
22. On account of the aforementioned, the DRC judge established that the Respondent, without any valid reason, failed to remit to the Claimant, until 20 June 2021, date on which the Claimant terminated the contract, the total amount of EUR 44,000.
23. Consequently, and considering that the Respondent had repeatedly and for a significant period of time been in breach of its contractual obligations towards the Claimant, the DRC judge decided that the Claimant had just cause to unilaterally terminate the employment contract on 20 June 2021 and that, as a result, the Respondent is to be held liable for the early termination of the employment contact with just cause by the Claimant.
24. In continuation, having established that the Respondent is to be held liable for the early termination of the employment contract with just cause by the Claimant, the DRC judge focused its attention on the consequences of such termination.

## ii. Consequences

25. Having stated the above, the DRC judge turned his attention to the question of the consequences of such unjustified breach of contract committed by the Respondent during the protected period.
26. In this regard, the DRC judge determined that the Respondent was not only to pay the amount of EUR 44,000 as outstanding remuneration to the Claimant, plus 5% interest *p.a.* as from the respective dates, but also to pay compensation for breach of contract in conformity with art. 17 par. 1 of the Regulations.
27. Having stated the above, the DRC judge turned to the calculation of the amount of compensation payable to the Claimant by the Respondent in the case at stake. In doing so, the DRC judge 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 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.

28. In application of the relevant provision, the DRC judge held that it first of all 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 DRC judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
29. As a consequence, the DRC judge determined that the amount of compensation payable by the Respondent to the Claimant had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The DRC judge recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
30. Bearing in mind the foregoing as well as the claim of the Claimant, the DRC judge proceeded with the calculation of the monies payable to the player under the terms of the employment contract until 30 June 2022. Consequently, the DRC judge concluded that the amount of EUR 116,000 (i.e. the monthly remuneration as from June 2022 until and including June 2023) serves as the basis for the determination of the amount of compensation for breach of contract.
31. In continuation, the DRC judge verified as to whether the Claimant 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, 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.
32. Indeed, on 22 June 2021, the Claimant found employment with the Bosnian club, FK Tuzla City. In accordance with the pertinent employment contract, which has been made available by the Claimant, valid until 30 June 2024, the Claimant was entitled to receive a monthly salary of BAM 835. Consequently, the DRC judge established that the value of the new employment contract – for the overlapping period between the contract concluded between the Claimant and the Respondent and the contract between the Claimant and FK Tuzla City - amounted to EUR 5,112.
33. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the DRC judge decided that the mitigated compensation the Respondent must pay to the Claimant amounts to EUR 110,888.
34. What is more, the DRC judge turned his attention to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an additional compensation of three monthly salaries, subject to the early termination of the contract being due to overdue payables. In case of egregious circumstances, the additional compensation may be increased up to a maximum of six monthly salaries, whereby the overall compensation may never exceed the rest value of the prematurely terminated contract.

35. With the above in mind, the DRC judge decided to award the Claimant additional compensation corresponding up to the residual value of the prematurely terminated contract, i.e. the amount of EUR 116,000, in accordance with the above-mentioned provision.
36. The DRC judge considered the amount of EUR 116,000 a reasonable and justified amount of compensation for breach of contract in the present matter.

### iii. Compliance with monetary decisions

37. Finally, taking into account the consideration under number 26 and 35. above, the DRC judge referred to par. 1 lit. and 2 of art. 24bis of the Regulations, which stipulate that, with his 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.
38. In this regard, the DRC judge 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.
39. Therefore, bearing in mind the above, the DRC judge 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.
40. 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.
41. 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. 8 of the Regulations.

### d. Costs

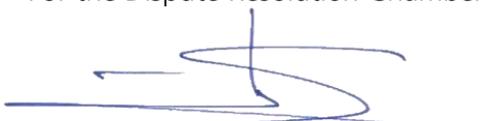
42. The DRC judge referred to article 18 par. 2 of the Procedural Rules, according to which *“DRC proceedings relating to disputes between clubs and players in relation to the maintenance of contractual stability as well as international employment related disputes between a club and a player are free of charge”*. Accordingly, the DRC judge decided that no procedural costs were to be imposed on the parties.

43. Likewise and for the sake of completeness, the DRC judge recalled the contents of art. 18 par. 4 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
44. Lastly, the DRC judge concluded its deliberations by rejecting any other requests for relief made by any of the parties.

#### IV. DECISION OF THE DISPUTE RESOLUTION CHAMBER (DRC) JUDGE

1. The claim of the Claimant, Sulejman Krpic, is accepted.
2. The Respondent, AFC Astra Giurgiu, has to pay to the Claimant, the following amount:
  - EUR 44,000 as outstanding remuneration, plus 5% interest *p.a.* until the date of effective payment as follows:
    - on the amount of EUR 20,000 as from 16 January 2021;
    - on the amount of EUR 8,000 as from 2 April 2021;
    - on the amount of EUR 8,000 as from 2 May 2021;
    - on the amount of EUR 8,000 as from 2 June 2021.
  - EUR 110,888 as compensation or breach of contract, plus 5% interest *p.a.* as from 23 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.

For the Dispute Resolution Chamber (DRC) judge:



**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).

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