

## **Decision of the Dispute Resolution Chamber**

**passed on 12 August 2021**

**regarding an employment-related dispute concerning the player Rashad Muhammed**

### **COMPOSITION:**

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

### **CLAIMANT:**

**Rashad Muhammed, France**

### **RESPONDENT:**

**Buyuksehir Belediye Erzurumspor, Turkey**

## I. Facts

1. On 15 January 2019, the parties signed an employment contract valid as from the date of signature until 31 May 2021.
2. According to art. 3 of the contract, the player was entitled to the following:  
Rest of the Season 2018-2019:  
EUR 175,000 net, as follows:
  - EUR 33,000 upon signature;
  - EUR 142,000, further detailed as follows:
    - 28.02.2019 EUR 28.400
    - 30.03.2019 EUR 28.400
    - 30.04.2019 EUR 28.400
    - 30.05.2019 EUR 28.400
    - 30.06.2019 EUR 28.400  
Season 2019-2020
  - EUR 70,000 on 30 September 2019;
  - EUR 285,000, further detailed as follows:
    - 01.09.2019 EUR 28.500
    - 01.10.2019 EUR 28.500
    - 01.11.2019 EUR 28.500
    - 01.12.2019 EUR 28.500
    - 01.01.2020 EUR 28.500
    - 01.02.2020 EUR 28.500
    - 01.03.2020 EUR 28.500
    - 01.04.2020 EUR 28.500
    - 01.05.2020 EUR 28.500
    - 01.06.2020 EUR 28.500  
Season 2020-2021
  - EUR 78,000 on 30 September 2020;
  - EUR 312,000, further detailed as follows:
    - 01.09.2020 EUR 31.200
    - 01.10.2020 EUR 31.200
    - 01.11.2020 EUR 31.200
    - 01.12.2020 EUR 31.200
    - 01.01.2021 EUR 31.200
    - 01.02.2021 EUR 31.200
    - 01.03.2021 EUR 31.200
    - 01.04.2021 EUR 31.200
    - 01.05.2021 EUR 31.200
    - 01.06.2021 EUR 31.200
3. The contract further stipulated the following:
  - The Club shall provide the player free use of car. All the expenses (fuel, traffic punishment and other expenses) will be paid by the player.

4. The contract included the following provisions:  
*"5. The Professional Player confirms that he has been fully informed as to the Club's 2018/2019 Season Professional Football Disciplinary Regulation – a copy of which in English he is given – and undertakes in advance to sign and obey the Professional Football Disciplinary Regulation, that is presented to the Turkish Football Federation at the beginning of the season. Any fines imposed by the Club accordingly with the Disciplinary Regulation shall be deducted from the outstanding and/or upcoming receivables of any kind immediately."*
5. On 20 September 2019, the player signed an amendment with the purpose to "only reduce the player's" salary, while other provisions would remain unchanged.
6. In particular, and following said document, the amendment stipulated that the foreseen remuneration for 2019/2020 is reduced to EUR 300,000, payable as follows:  
EUR 100,000 net, on 20.9.2019  
20.09.2019 EUR20.000.-  
30.10.2019 EUR20.000.-  
30.11.2019 EUR20.000.-  
30.12.2019 EUR20.000.-  
30.01.2020 EUR20.000.-  
28.02.2020 EUR20.000.-  
30.03.2020 EUR20.000.-  
30.04.2020 EUR20.000.-  
30.05.2020 EUR20.000.-  
30.06.2020 EUR20.000.-
7. The amendment further stipulated the following:  
**"c) Conditional Payment**  
The Club will pay to the Player at least a bonus of **NET EUR35.000** (thirty five thousand euros) if the Club is promoted to the Turkish Super league (First division) at the end of season 2019 / 2020."
8. The amendment included the following signatures:

On Behalf of BB ERZURUMSPOR KULUBÜ DERNEĞİ

Hüseyin Ünş  
President

Player  
Rashad MUHAMMED

9. On 3 June 2019, the legal representative of the player sent a default notice with the following contents:
- "As you know, my client signed with the Club a contract in January 15, 2019. Regarding this contract, the Club has to pay a total net amount of 175.000,00 euros as salary for the season 2018-2019 as stated below the following net amounts:*
- 33.000,00 euros on 15.01.2019;
  - 28.400,00 euros on 28.02.2019;
  - 28.400,00 euros on 30.03.2019;
  - 28.400,00 euros on 30.04.2019;
  - 28.400,00 euros on 30.05.2019;
  - 28.400,00 euros on 30.06.2019;
- As of date, the Club has only paid the sum of 61.400,00 euros (33.000,00 euros paid on January 2019 and 28.400,00 euros paid on April 2019). The Club has to pay to my client the amount of 85.200,00 euros corresponding to 3 salaries (salary of June 2019 is not including in this amount). (...)*
- Consequently, if you not comply your financial obligations, i.e. the payment of the amount of 85.200,00 euros within fifteen (15) open days following the date of receipt of this formal notice, I will initiate all legal actions".*
10. On 17 July 2019, the legal representative of the player sent a new default notice, noting that the club did not authorize him to participate to training sessions with the team since the meeting with the President of 10.07.2019 "
11. On 1 October 2019, the club sent a letter to the player with the following contents:
- "It has been understood by the club officials that you have spent one night with one lady on 25 .09.2019 in the hotel ( GOLD MAJESTY HOTEL ) where the Professional football club of BB Erzurumspor accomodated prior to the official league game against Bursaspor. Please be advised that aforementioned situation has been confirmed by the hotel officials and it has been understood that you have utilised your personal credit card to pay the hotel accommodation of the woman with whom you had spent one night in the hotel."*

12. On 2 October 2019, the legal representative replied as follows:  
*"it is with amazement that I acknowledge receipt of your letter (..) you wrongly claimed that the Player would have spent a night with a lady on 25 September 2019 at the GOLD MAJESTY HOTEL in the city of BURSA where the professional football team was accommodated prior the league game against the club of BURSASPOR. Contrary to what you claim, the Player has never spent a night with a woman during the stay of his team in the above-mentioned hotel at this date or on another date. The Player simply booked a room for a friend who wanted to attend the match. For your information, it is not forbidden to invite a friend to come to attend a match and this person stays in the same hotel."*
13. On 3 October 2019, the Board of Directors of the club decided to impose a fine on the player in the amount of EUR 2,000, due to the following:  
*"[the player] has shown misconduct on 25.09.2019 which is substantiated with sufficient documentary evidence that is not expected by a professional football player in the hotel where our football club was accommodated"*
14. On 4 October 2019, the club replied as follows:  
*"Following the statement of defence that has been submitted to our club by your legal representative, within the framework of the well-established jurisprudence of FIFA, you have been granted a chance to participate in proceedings in order to defend yourself against your misconduct. (... ) your defence did not prove to the Board of Directors' s satisfaction that relevant misconduct did not take place"*
15. On 22 October 2019, the legal representative of the player sent a letter to the club indicating the following:  
*"Mr Rashad MUHAMMED informed me that at the end of today's training session, the head coach of the professional team Mr. Erkan SOZERI indicated to his teammates that tomorrow he will hold a press conference in which he will announce that my client invited a prostitute to the hotel in Bursa prior the league game against Bursaspor. As you know, those charges are strongly denied by my client and unacceptable. As indicated previously, the Player simply booked a room for a friend who wanted to attend the match, he never spent a night with this friend."*
16. On 8 November 2019, the club sent a letter to the player, granting three days of holidays, until 13.11.2019 17.00.
17. On 13 November 2019 at 18:20, the club sent a letter to the player's legal representative, indicating the following:  
*"We have just figured out that your client did not attend the training that was scheduled for 17.00 on current date. With due consideration to the above, Could you please forward us with the Player' s position and reasons for not attending the training within 24 hours as from the notification of present correspondence. "*

18. On 14 November 2019 at 13:16, the legal representative of the player replied as follows:  
*"As indicated by my client to you yesterday, Mr Rashad Muhammed had a problem with the boarding to Istanbul airport . That's why he missed his flight and took an another flight at 4 pm yesterday. He's sorry for being late. For your information, he was at 6:15 pm at the training center and trained alone. He ran 20 minutes.*
19. On 14 November 2019, the club sent a notice to the player, informing him that he *"has been granted a WARNING and REPRIMAND as a lenient measure"* due to his absence.
20. On 26 December 2019, the club sent a letter to the player, granting five days of holidays and requesting his return on 3 January 2020.
21. On 4 January 2020, the club sent a letter to the player, noting that he failed to return on time, and that this is *"a very severe contractual breach and severe misconduct"*.
22. On 28 February 2020, the club sent a letter to the player, summarizing his different absences and asking him to return to the club on 29.02.2020 at 14.00.
23. On 29 February 2020, the club sent an email to the club, asking him to return *"for the last time"*.
24. On 17 May 2020, the legal representative of the player, writing on behalf of his client since *"he is still at the hospital due to Covid-19"*, and complained about the club's increased mobbing since, *"the Club having seriously nothing to reproach the Player tries to show that he did not participate in the training."*
25. In this letter, the player underlined that he already accepted to reduce his salary in September 2019.
26. On 19 May 2020, the club sent a letter to the club, referring to certain absences and denying any mobbing.
27. The club further stated the following:  
*"Finally, we would like to appreciate the Player' s wish and commlttement to help our club getting promoted to Super League at the best of his skills and please be advised that this is the sort of the attitude that we are looking forward to see."*
28. On 6 July 2020, the legal representative of the player sent a default notice, requesting the payment of the outstanding amount of EUR 83,000.
29. On 19 July 2020, the club sent a correspondence to the player, indicating the following:  
*"Erzurumspor would like to negotiate with you as regards the salary payments that became due and payable following the outbreak of Covid-19 Disease' by acting in BONA FIDE in order to detend the legitimate interest of the club and guarantee some form of payment to all the playerc;  
You are kindly requested to provide us with your position in written within 2 days namely until 22.07.2020."*
30. On 23 July 2020, the legal representative sent a new default notice, acknowledging the payment of EUR 83,500 as indicated in his previous notice, while noting, however, that some

"victory bonuses" are missing. In said letter, the player (via his representative) contested the fines imposed against him.

31. On 23 December 2020, the legal representative of the player sent a default notice stating the following:
- "I hereby would like to kindly notify you to make the payment of the outstanding overdue to the Notifying Party, amounting of EUR 128.600,00 which it is corresponding to the payment of October, November, December 2020 salaries and 2019/2020 season bonus.*
- (...)
- In accordance with the articles 12bis and 14bis of the Regulations on Status and Transfers of Players, should you fail to pay the abovementioned amount (128.600,00 euros) within 15 (fifteen) open days following the receipt of this notification*
32. On 28 December 2020, the club replied as follows:
- "We also wish to inform you that the Club has not been able to proceed with the payment of the allegedly overdue amounts due to the financial difficulties that the Club is currently going through
- (...)
- bearing in mind the Club's willingness to fulfil its contractual obligations, we hereby inform you that the Club expects to be in a position to complete the payment of the outstanding amounts within the following 15 days, i.e., by no later than 8 January 2020."
33. On 13 January 2021, the player sent a termination notice, indicating the following:
- "(...) By a letter dated on 28 December 2020, the Club indicated "expects to be in a position to complete the payment of the outstanding amounts within the following 15 days i.e., by no later than 8 January 2020".*
- (...) As date, unfortunately, the Club has not made any payment.
- (...) Consequently, regarding the article 14bis of the current edition of the FIFA Regulations on Status and Transfers of Players, the Player terminate his contract signed with the Club (15 January 2019) with just cause for outstanding salaries."
34. The player concluded a contract with the Norwegian club, Sarpsborg 08 FF, valid as from 1 February 2021 until 31 December 2022, for a monthly salary of NOK 100,000 (approx. EUR 9,600 – from 1 February 2021 until 31 May 2021, the player would have received approx.. EUR 38,400).
35. On 18 April 2021, the player lodged a claim before FIFA for outstanding remuneration and breach of contract without just cause, and requested the payment of the following amounts:
- EUR 124,800 as outstanding salaries, plus 5% interest p.a as from 1 October 2020, detailed as follows:
- EUR 31,200, corresponding to the salary from 1 October 2020;
  - EUR 31,200, corresponding to the salary of 1 November 2020;
  - EUR 31,200, corresponding to the salary of 1 December 2020;
  - EUR 31,200, corresponding to the salary of 1 January 2021
- EUR 35,000, corresponding to a bonus for reaching the Turkish Super League at the end of the season 2019-2020, plus 5% interest p.a. as from 1 July 2020;

TRY 22,656 or EUR 2,941 due to the costs incurred for car rental during 24 days as from 8 May 2020, plus 5% interest p.a. as from 1 June 2020.

EUR 12,788 as bonuses, plus 5% interest, further detailed as follows:

"1,500.00 euros, 2,000.00 euros, 1,500.00 euros as well as the payment of the victory premium against Altay in the amount of against Altay in the amount of TRY 60,000,000, i.e. the sum of EUR 7,788.00"

EUR 133,765 as compensation corresponding to the residual value of the contract (i.e. EUR 156,000 minus mitigation in the amount of EUR 22,235 (EUR 4,447\*5),

EUR 195,000 corresponding to "additional compensation" as per art. 17 par. 1 (ii) of the Regulations.

Procedural fees

36. In its reply to the claim, the club considered that the Player did not have just cause to terminate the Employment Contract signed between the Parties on 15 January 2019
37. In the opinion of the club, the player's "nonsensical allegations constitute a shameless (to say the least) attempt of the Claimant to victimize himself in order to draw FIFA's attention away from his own breaches of contract.
38. The club referred to *"the events that took place on 25 November 2019. On such occasion, the Player deliberately invited an unknown lady to the Gold Majesty Hotel where the professional squad of the Respondent was concentrating for the upcoming official league match against the club Bursaspor, blatantly breaching the Club's Disciplinary Regulation."*
39. In this respect, the club argued that "after a careful investigation of the evidence adduced, and after the analysis of the Player's defense presented on 2 October 2019, on 3 October 2019, the Club's Board concluded that the Player in fact confirmed that he invited a lady to the hotel in which the Club's professional team was concentrating.
40. As a result, the club explained that it imposed a fine of EUR 2,000 to the player.
41. As to the imposed fines, the club explained that they were in line with items 5,6 and 9 of the contract.
42. According to the club, the player did not attend a training session on 13 November 2019.
43. The club further referred to the financial difficulties arisen because of the COVID-19 pandemic, and explained that it tried to negotiate a reasonable variation of the player's communication, but regretted that the player never replied to its offer.
44. The club underlined that, despite its efforts "efforts to find an amicable solution together with the Claimant for the financial difficulties arisen from the Covid-19 pandemic, in order to ensure that the Club would indeed have the necessary financial means to comply with its obligations undertaken towards all of its players, [the player] -who had repeatedly breached his contractual obligations towards the Club more than twice- always refused to even initiate any kind of negotiation with Erzurumspor.
45. In this respect, the club explained that it had successfully reached an agreement for salary reduction with 16 out of 24 players of its squad, besides having ongoing negotiations with 5



more players, which, according to said club, only shows that the Claimant, contrary to the majority of his teammates, was not interested in finding an amicable solution with the Respondent,

46. In support of its allegations concerning financial losses, the Respondent attached a copy of the report "Home truths Annual Review of Football Finance 2020" issued by the Deloitte Sports Business Group in June 2020
47. In his replica, the player insisted in his initial position.
48. As to the disciplinary sanctions, the player argued that they were provided 6 months after de signature of the contract (i.e. on 7 August 2019).
49. According to the Claimant, "this behaviour shows, the bad faith of the Club and the deceptive practices, which are unfortunately very common in Turkish clubs, in order to create confusion in the Player's mind."
50. In relation to his accusations of having spent a night in a hotel with a girl, the player underlined that the club did not provide any evidence.
51. The player further underlined that "the Club never requested [his] return", and considered that "This leads to the conclusion that in reality the Club did not seem genuinely interested in keeping [him] on its payroll.
52. In relation to the COVID-19 pandemic, the player underlined that the Respondent did not produce any evidence to justify the non-payment of the requested wages, but merely stated that this is due to the health situation. However, according to the player, even before the COVID period, the Club did not meet its financial commitments.
53. As final comments, the club considered that the Claimant cannot sustain that he was never informed of the Club's Disciplinary Regulations from the outset.
54. According to the club, the player blatantly breached the Employment Contract in multiple occasions.
55. As to the salary reductions, the club underlined that, although the FIFA guidelines did not set any obligation to players to reduce their salaries, it clearly recommended both players and clubs to at least attempt to enter into amicable negotiations if the agreement between the parties could not be performed as initially established.
56. Nevertheless, according to the club, the Claimant refused to even enter in any kind of negotiation.
57. The club referred to the whole context of the Covid-19 pandemic, which, according to it, must be considered as a force majeure context in the present dispute.
58. According to the club, in view of the above, it cannot be held liable for not being able to comply with the financial obligations towards the Player within a timely manner.

## II. Considerations of the Dispute Resolution Chamber

1. 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. 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 Dispute Resolution Chamber 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 Dispute Resolution Chamber is competent to deal with matters which concern employment-related disputes with an international dimension between players and clubs.
3. In continuation, the Dispute Resolution Chamber analysed which edition of the Regulations of the Status and Transfer of Players should be applicable to the present matter. In this respect, the Dispute Resolution Chamber 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 Dispute Resolution Chamber 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 Dispute Resolution Chamber emphasized that in the following considerations it 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 parties noted that, on 15 January 2019, the parties signed an employment contract valid as from the date of signature until 31 May 2021.
6. Subsequently, the Chamber observed that the player lodged a claim before FIFA for outstanding remuneration and breach of contract without just cause arguing that, after having put the club in default, he terminated the contract on 13 January 2021 due to the existence of outstanding salaries.
7. Conversely, the Chamber took into account the Respondent's position, according to which the player did not have just cause to terminate the contract.
8. In view of the above, the Chamber understood that the main issue at stake is to determine whether the player had a just cause to terminate the contract.
9. In this respect, the Chamber was eager to emphasise that only a breach or misconduct which is of a certain severity justifies the termination of a contract. In other words, only when there are objective criteria, which do not reasonably permit to expect a

continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to ensure the employee's fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only ever be an ultima ratio measure.

10. In this respect, the Chamber took well note of the fact that the parties engaged in a long exchange of correspondence since June 2019 until the termination of the contract on 13 January 2021, with reciprocal accusations. Such exchange of correspondence is detailed in section I above.
11. However, under any circumstance, the Chamber emphasized that the main argument of the player is that he terminated the contract on 13 January 2021 due to the existence of the following outstanding salaries:
  - EUR 31,200, corresponding to the salary from 1 October 2020;
  - EUR 31,200, corresponding to the salary of 1 November 2020;
  - EUR 31,200, corresponding to the salary of 1 December 2020;
  - EUR 31,200, corresponding to the salary of 1 January 2021
12. In relation to said payments, the Chamber observed that the club referred to financial difficulties due to the COVID-19 pandemic, and noted that it tried to negotiate in good faith a variation with the player.
13. However, the Chamber noted that the player already accepted a salary variation prior to the pandemic, i.e. in September 2019. The Chamber therefore concluded that the club is therefore not in a position to argue that the player had an inflexible attitude in this regard.
14. Moreover, the Chamber considered that the established facts express that there was a pattern of delays in the payment of the player's remuneration. For example, the Chamber noted that the club settled a substantial debt of EUR 83,000 only after a default notice sent on 6 July 2020.
15. Furthermore, the Chamber observed that the club owed four monthly salaries at the date of termination of the contract, for an amount of EUR 124,800. The Chamber concurred is a significant amount that cannot be justified in the light of a variation due to the pandemic.
16. As to the evidence concerning financial losses due to the pandemic, the Dispute Resolution Chamber reminded the parties of the contents of art. 12 par. 3 of the Procedural Rules, according to which *"any party claiming a right on the basis of an alleged fact shall carry the burden of proof"*.
17. In this regard, the Chamber analysed that the club merely referred to a general report issued by Deloitte, but did not justify specific losses with, for instance, an internal financial statement. As a result, the Chamber considered that the club failed to meet its burden of proof in this regard.

18. In view of the above, the Chamber concluded that the club had no valid reason to not pay the player's salary.
19. After establishing the above, the Chamber referred to art. 14 bis par. 1 of the Regulations, according to which *"1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s)"*.
20. Consequently, the Chamber established that the player is entitled to compensation, in addition to his outstanding dues.
21. In this respect, and before entering into the calculation of the payable compensation, the Chamber wished to establish that, in accordance with the principle of *pacta sunt servanda*, the player is entitled to EUR 124,800 as outstanding remuneration, as established above.
22. Moreover, the Chamber established that the player is further entitled to the claimed bonus of EUR 35,000 for the club's achievement of reaching the Turkish Super League, which is stipulated in the amendment of 20 September 2019, and implicitly recognized by the club in its letter of 19 May 2020, where the club expressed its gratitude for the player's contribution.
23. Furthermore, taking into account the request of the Claimant as well as the longstanding jurisprudence in this regard, the Dispute Resolution Chamber decided to award 5% interest p.a. over said amount as from the due dates.
24. In continuation, having established that the Respondent is to be held liable for the termination of the contract with just cause by the Claimant, the Chamber decided that, in accordance with art. 17 par. 1 of the Regulations, the club is liable to pay compensation to the player.
25. In this respect, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake. In doing so, the members of 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.
26. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contains 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.

27. As a consequence, the members of 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. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.
28. The members of the Chamber then turned their attention to the remuneration and other benefits due to the player under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation of the amount of compensation.
29. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the employment contract as from its date of termination with just cause, i.e. 13 January 2021 until 31 May 2021, and concluded that the Claimant would have received in total, the following amounts:  
  
01.02.2021 EUR 31.200  
01.03.2021 EUR 31.200  
01.04.2021 EUR 31.200  
01.05.2021 EUR 31.200  
01.06.2021 EUR 31.200  
Total : EUR 156,000
30. Consequently, the Chamber concluded that the amount of EUR 156,000 serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.
31. In continuation, the Chamber 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. In this respect, the Chamber verified that the player concluded a contract with the Norwegian club, Sarpsborg 08 FF, valid as from 1 February 2021 until 31 December 2022, for a monthly salary of NOK 100,000, which is equivalent to approx. EUR 9,600. The Chamber thus established that, from 1 February 2021 until 31 May 2021, the player would have received approx.. EUR 38,400.
33. Therefore, at this stage, the Chamber established that the mitigated compensation would correspond to EUR 117,600 (i.e. 156,000-38,400).

34. Nevertheless, the Chamber referred to art. 17 par. 1 ii of the Regulations, according to which *“subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”)”*
35. Consequently, the Chamber established that the player would be entitled to three additional salaries, for the amount of EUR 93,600 (i.e. 31,200), which would potentially lead to a payable compensation of EUR 211,200.
36. However, given that art. 17 par. 1 ii of the Regulations stipulate that *“the overall compensation may never exceed the rest value of the prematurely terminated contract.”*, the Chamber retained that the player is entitled to EUR 156,000, as compensation, and as explained above.
37. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided to partially accept the player’s claim and that the club must pay the amount of EUR 156,000 as compensation for breach of contract in the case at hand.
38. In addition, taking into account the Claimant’s request as well as the constant practice of the Dispute Resolution Chamber in this regard, the Chamber decided that the Respondent must pay to the Claimant interest of 5% p.a. on the aforementioned amount as of the date of the claim.
39. Besides, the Chamber rejected the player’s request of EUR 12,788 as bonuses due to a lack of evidence concerning the conditions giving rise to said payments.
40. In addition, as to the demanded car rental costs, the Chamber rejected the player’s request, since the provided invoice was provided without a translation in one of the four official FIFA languages (cf. art. 9 par. 1 of the Procedural Rules), and neither the player prove that it was performed within the context of the contract.
41. As to the requested legal fees, the Chamber referred to art. 18 pars. 2 and 4, 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”* and *“no procedural compensation shall be awarded in proceedings of the Players’ Status Committee and the DRC.”*
42. Furthermore, taking into account the previous considerations, the Dispute Resolution Chamber 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.
43. In this regard, the Dispute Resolution Chamber 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.

44. Therefore, bearing in mind the above, the Dispute Resolution Chamber 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.
45. Finally, the Dispute Resolution Chamber 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, Rashad Muhammed, is partially accepted.
2. The Respondent, Buyuksehir Belediye Erzurumspor, has to pay to the Claimant, the following amounts:
  - EUR 124,800 as outstanding remuneration, plus interest as follows:
    - 5% interest p.a. over the amount of EUR 31,200 as from 2 October 2020 until the date of effective payment;
    - 5% interest p.a. over the amount of EUR 31,200 as from 2 November 2020 until the date of effective payment;
    - 5% interest p.a. over the amount of EUR 31,200 as from 2 December 2020 until the date of effective payment;
    - 5% interest p.a. over the amount of EUR 31,200 as from 2 January 2021 until the date of effective payment.
  - EUR 35,000 as outstanding bonus payment, plus 5% interest as from 1 July until the date of effective payment.
  - EUR 156,000 as compensation for breach of contract without just cause, plus 5% interest as from 18 April 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](#).
7. This decision is rendered without costs.

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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