Decision of the Dispute Resolution Chamber

passed on 15 July 2021

regarding an employment-related dispute concerning the player Obiora Nwankwo

COMPOSITION:

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

CLAIMANT:

Obiora Nwankwo, Nigeria
Represented by Roi Rozen

RESPONDENT:

Bnei Yehuda Tel Aviv FC, Israel
Represented by Nelson Soares

I. FACTS OF THE CASE

1. On 15 January 2021, the Nigerian player, Obiora Nwankwo (hereinafter: *Claimant*), and the Israeli club, Bnei Yehuda Tel-Aviv FC (hereinafter: *Respondent*) signed a document titled "*transfer to Bnei Yehuda Tel Aviv Football club"* (hereinafter: *the pre-contract*) by means of which they aimed to facilitate a transfer of the Claimant to the Respondent.

2. In accordance with article 2 of the pre-contract:

   "*the Club would like to invite you to Israel, for the purpose of a physical and health examination (the "Exams"). Subject to the Exams success, the Club will offer you a contract for the remainder of 2020/21 season (with an option for the club to extend the agreement for additional season - 2021/22 season), as follows:*

   The Remainder of season 2020/2021 season
   2.1 Signing bonus - in case it will be decided to conclude employment agreement, and you will be signed as the Club's player, you will be entitled for the sum of 10,000 USD (ten thousand US Dollars).

   2.2 The Net salary for the remainder of 2020/21 shall be as follows:
   A total sum of USD 54,000 (Fifty-four Thousand US Dollars) as a salary for the remainder of 2020/21 season, divided into 4.5 monthly salaries in a sum of 12,000 USD each.

   2.3 2021/22 season (optional)
   In case the Club will decide to exercise its (sole) option to extend the agreement for 2021/22 and you will be signed as the Club's player for the 2021/22 season, you will be entitled for the sum of 10,000 USD (ten thousand US Dollars) as signing bonuses.

   2.4 In case the Club will decide to exercise its (sole) option to extend the agreement for 2021/22 and you will be signed as the Club's player for the 2021/22 season, the net salary for the of 2021/22 shall be as follows:
   A total sum of USD 140,000 (One hundred and forty Thousand US Dollars) as a salary for the of 2021/22 season, divided into 10 monthly salaries in a sum of 14,000 USD each."

3. In accordance with article 2.5 of the pre-contract *"In addition, you shall be entitled to 3 flight tickets, accommodation, and a car".*

4. Article 3 of the pre-contract states that *"This offer is valid for 96 hours and will have no legal effect whatsoever unless a written agreement-with all the matters that should be settled-is signed between you and the Club, and based on your declaration that you are a free Player without binding and valid contract in any football club".*

5. On 28 January 2021, the Respondent sent a letter to the Claimant stating that after a period of examination, the new coaching staff had decided not to sign the employment contract.

6. On 5 February 2021, the Claimant sent a letter to the Respondent contesting the contents of the above mentioned letter and stating that the Respondent had terminated his (validly concluded) contract without just cause.

II. PROCEEDINGS BEFORE FIFA

7. On 17 February 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

8. According to the Claimant, on 21 January 2021, he travelled from Portugal to Israel to join the Respondent and added that immediately after arriving in Israel, he was submitted to the medical exams determined by the Respondent and passed those exams with success.

9. After passing the medical exams, the Claimant submits that he was integrated in the Respondent's football first team and he started participating, on a daily base, in the first team's training sessions, together with all the other players. The Claimant further submitted that he received a set of training equipment with the Club's brand and colours (equal to his teammates).

10. According to the Claimant, this situation repeated consecutively and without any interruption during the following 13 days, i.e. from 23 January until 4 of February 2021 and that on 1 February 2021, the Respondent even gave him a car as contractually agreed.

11. The Claimant adds that the contract could not be registered in the Israeli Football Association (IFA) and that the Respondent apparently stated that the contractual conditions had to be included in an annex to the official contract form of the IFA. As a result of this, on 28 January 2021, the Respondent sent to the Claimant's representative in Israel (Mr. Stave Hakmon) an email with two different agreements drafts:

    -The first one, with the title "*Annex to Players agreement form*", dated 28 January 2021, which envisaged the payment to the Player USD 14,000 in the 2020/2021 season and USD 50,000 in the 2021/2022 season; and

    -A second one, with the title "*Purchase of rights agreement*", also dated 28 January 2021, which envisaged the purchase of the Player's federative and economic rights, for the amount of USD 34,000 in the 2020/2021 sportive season and by the amount of USD 90,000 in the 2021/2022 season.

12. According to the Claimant, his representatives questioned the Respondent about the structure of those two documents, that reflected different conditions from the ones that had been settled in

the pre-contract, and the lower remuneration amount for the remainder period of the 2020/2021 season (according to pre-contract the Claimant would be entitled to earn a total of USD 64,000 in the 2020/21, while in the new drafts, a total of USD 34,000 plus USD 10,000 in the event of the contract not being renewed was proposed).

13. The Claimant adds that his representatives were then informed that the conditions expressed in the new contract drafts were final, but still suggested some amendments.

14. On 2 February 2021, the Claimant submits that the Respondent's attorney Mr. Yuval Shadmi sent by e-mail (with the Club CEO copied) a final version of those agreements with final comments.

15. The Claimant adds that - since he had signed the pre-contract and was already training with the first team; the borders between countries were closed and there were no flights to Portugal;- he had no other option than to sign those new contract drafts and that the Respondent was informed about this decision.

16. However, on 4 February 2021, the Respondent allegedly delivered in hand to the Claimant's representative a letter addressed to the Claimant, wrongly dated 28 January 2021, stating that it had decided to not sign the employment contract with the Claimant.

17. According to the letter, the decision to dismiss the Claimant was motivated by the technical opinion of the new coach and as a result, as from 5 February 2021 onwards, the Claimant was prevented from participating in the training sessions and was apparently evicted from his hotel at the Respondent's instruction.

18. The Claimant submits that by dismissing him, the Respondent breached unilaterally and without just cause the contract and constituted itself in the obligation of compensating him for all damages and losses emergent from that conduct.

19. In this respect, the Claimant adds that he would be entitled to receive the total net amount of USD 214,000 from which: (i) USD 55,000 was due as signing bonus and salary for the remainder 2020/2021 season; and (ii) USD 150,000 was due as signing bonus and salary for the 2021/2022 sportive season.

20. In continuation, the Claimant submits that in regards to the liquidation of those damages, it is absolutely irrelevant if there was a unilateral option on behalf of the Respondent for the second season as that second season was previously agreed between the parties and that the Claimant had a legitimate expectation to fulfil it. Therefore, that possibility was denied prematurely by the Respondent's decision to terminate the contract.

21. The Claimant adds that at the date of the termination of the contract (4 February 2021), the transfer window in the majority of the European championships was already closed and as a result, he was not able to sign with a new club until the end of the current season. This, according to the Claimant, will influence an eventual contract for next season (2021/2022), because any Club will

doubt his condition, because he was without training for one whole season and that this will influence the economic value of his future contract.

22. Therefore, according to the Claimant, the Respondent should be condemned to pay compensation in the amount of USD 214,000, corresponding to all signing fees and salaries that became due until the contract end date of June 2022.

23. In addition to the above, the Claimant submits that the Respondent "*forced him to leave the hotel where he was staying, took the car it had provided and left him abandoned in a foreign country",* with no possibility to return to his home country as the borders between Israel and Portugal were closed. As a result, he has had to depend on help from third persons.

24. In consideration with his specific situation and in accordance with article 2.5 of the pre-contract, the Claimant requests that he be granted the right to compensation for all accommodation, alimentation and travel expenses to Portugal, until he returned to Portugal on 11 March 2021.

25. In support of this claim for accommodation expenses, the Claimant explained that he stayed in the following accommodations after the unilateral termination of his contract:

    -between 8 to 11 February 2021, he resided in a private apartment;
    -between 11 and 12 February 2021, he stayed at the Crowne Plaza Hotel for which he paid USD 153.23;
    -between 12 and 19 February 2021, in a private apartment;
    -between 19 and 28 February 2021, at the Margosa hotel for which he paid EUR 1,545;
    -between 28 February and 5 March 2021, in an apartment for which he paid ILS 1,250;
    -between 5 and 10 March 2021, in an apartment for which he paid ILS 1,407.41.

26. Furthermore, the Claimant submits that he spent USD 1,245 on the return flight to Portugal.

27. It is important to clarify according to the Claimant that since he had no economical possibility for paying those expenses, it was the Company "Proeleven Ld" that advanced with its payment, as a loan and because of this reason, some of the invoices do not making reference to the Claimant, but to Proeleven's company.

28. In continuation, the Claimant submits that he suffered psychological damage as a result of the Respondent's conduct. Therefore, due to all those egregious circumstances, he requests to be granted additional compensation corresponding to 6 monthly salaries in the amount of USD 72,000 and indemnification for all moral damages, in an amount not less than USD 100,000.

29. The requests for relief of the Claimant, were the following:
    -USD 214,000 as compensation for breach of contract corresponding to the signing bonus and salaries that would be due in 2020/2021 and 2021/2022 sportive seasons, i.e. until the contract's term;
    -USD 72,000 as additional compensation corresponding to 6 monthly salaries, due to the egregious circumstances;

-USD 100,000 as moral damages;

-USD 1,698.23 as accommodation expenses (USD 153.23 as from 11 to 12 February 2021 and EUR 1,545 the period between 19 and 28 February 2021);

-Israeli New Shekel (ILS) 2,657.41 as accommodation expenses for the period between 28 February and 10 March 2021;

-USD 153.23 and USD 1,245 as the cost of his return flight to Portugal;

-default interest at the rate of 5% per annum calculated over the mentioned compensations, calculated from 4 February 2021 (date of contract's termination according to the Claimant) until the date of the effective payment;

-that the Respondent should pay the procedural costs;

-sanction the Respondent in accordance with article 17.4 of the FIFA Regulations on the Status and Transfer of Players (RSTP).

b. Position of the Respondent

30. The Respondent in its reply stated that the issue of whether the pre-contract was terminated with or without just cause does not have to be raised, since the document at stake never became binding.

31. According to the Respondent, it informed the Claimant several times that he was invited for professional examinations, with no obligation to conclude an employment agreement and that it is not justified to accept the claim based on the Claimant's unilateral self-interpretation.

32. In fact, the Respondent argued that the agreement between the parties did not become valid, due to the mutually agreed terms (conditions) not being fulfilled.

33. The Respondent submits that on 15 January 2021, the Claimant was provided with a pre-contract to come to Israel in order to be exanimated for the senior team and adds that the Claimant was invited for the purpose of a physical and health examination and general impression - from his side and from the Club side (hereafter the "*the medical examination*"). According to the Respondent, its intention was to professionally examine the Claimant during professional and physical training.

34. According to the Respondent, it was clear and was mutually agreed that the Claimant would be provided with a definitive employment contract offer upon (subject to) several conditions in accordance with article 2 and 3 of "pre-contract". By having agreed to sign the Invitation, the Claimant also accepted the condition(s) of its provisory nature and of its possible, but not necessary, conversion into a permanent employment relationship with the Respondent.

35. The Respondent adds that it was not obliged to conclude a permanent employment contract with the Claimant and that by no means such an obligation, clearly contrary to the principle of contractual freedom, could derive from the invitation's wordings.

36. The Respondent rejects the Claimant's argument that the parties signed a "*sportive employment agreement [...]*" as the Claimant was only under status of Examinee/Candidate.

37. According to the Respondent confirms that on arrival in Israel, it took care of the Claimant's social needs, accommodation, and provided him with all the necessary equipment and logistical needs, and in addition provided him with a rental car.

38. The Respondent adds that the Claimant began his training exams as examinee but he was never registered officially. The purpose of the Claimant's participation was to examine him before any professional decision would be made by the team's staff.

39. According to the Respondent, during such period (approximately ten days) no binding and/or valid contract was concluded and/or signed between the parties.

40. In parallel, with no obligation and/or duty and/or commitment, the parties exchanged employment agreement draft. According to the Respondent, such exchanges of employment agreement entirely collapses the Claimant's claims that the invitation was a binding employment agreement.

41. The Respondent further submits that it was also stated in the draft that "*It is hereby agreed between the Parties, that this Agreement is conditioned and will be valid and come into force only when the Player's transfer to the Team is completed and approved by the Association and; only after his final registration. Should these two (2} conditions won't be fulfilled. For any reason including but not limited -signing and executing an agreement with the Player's current club} this Agreement will be void and of no effect whatsoever and the Player won't have any claim and/or demand against the club.*"

42. According to the Respondent, not only was the pre-contract subject to few conditions - which never fulfilled or met - but also the employment contract drafts were subject to several conditions (which were never met).

43. The Respondent argues that it did not promise that the parties will sign a binding contract and did not make any commitments regarding the Claimant and therefore it, denies the Claimant's "*bad faith attempt*" to describe it as a party who confirmed the existence of a binding employment agreement on the basis of its actions.

44. According to the Respondent, the Claimant was free to negotiate and discuss with other clubs regarding his services as a football player. The fact that it provided the Claimant with accommodation and trainings cannot - by any way - constitute as basis to the Claimant's arguments regarding valid agreement and/or constitute as evidence that the parties concluded a binding contract.

45. Additionally, according to the Respondent, it never announced anything regarding any kind of understandings with the Claimant on its website and/or to the local media and did not take any actions to be provided with his International Transfer Certificate (ITC) or contact his previous club.

46. There was therefore no binding relationship between the parties as the Respondent decided not to conclude or sign a binding contract with the Claimant, and it informed the Claimant about this decision in writing.

47. The Respondent adds that the FIFA Regulations and Swiss law do not provide a specific, explicit definition of a "*pre-contract*". This notion is however well known in legal practice and the clear distinction between a "*pre-contract*" and a "contract" is that the "*pre-contract*" does not reflect the final agreement.

48. In this case, it was more than clear that unless a written agreement - with all the matters that should be settled- is signed between the parties, no final binding and valid agreement was concluded.

49. According to the Respondent, based on good practice clause 3 of the pre-contract should not be considered as an obligation to conclude the final contract as such clause leaves no room for interpretation and clearly reflects the true intention of both parties - the invitation is conditioned and not final and/or valid as employment agreement.

50. The Respondent adds that according to the law, it is required for the parties to expressly mention that the document is not the final contract and that it does not represent the definitive agreement between the parties which is the case in the present case.

51. As a result, the Respondent contends that the pre-contract lacks essential elements of a real employment contract as it does not contain all the essential elements in order for it to become an employment contract which can be considered valid and binding. Therefore, the proposal cannot be considered as a valid and binding contract between the parties and, therefore, the Respondent committed no breach of contract by terminating the relationship with the Claimant.

52. In regards to the Claimant's request for expenses incurred, the Respondent submits that it is obvious and clear that under this case's circumstances - where no binding contract was signed - it was not responsible and/or obligated to ensure the Claimant's accommodation and flight expenses, after the decision not to conclude an employment agreement.

53. Furthermore, according to the Respondent, the Claimant violated his obligation to mitigate damages because under these circumstances it seems that he did not intend to find a new club in order to mitigate his damages.

54. The Respondent adds that FIFA approved extensions of the registration periods, in a way which allowed players and clubs to conclude agreements and registrations after the original transfer windows deadlines.

55. As a result, the Respondent submits that if it will be determined that the (disputed) compensation to the Claimant is justified, a significant sum (at least minimum his salary according to the invitation concerning the remainder of 2020/21 season and the entire value of the additional seasons) must be deducted from the compensation amount, as the Claimant did not fulfil his duty to mitigate his alleged damage.

56. In conclusion, the Respondent submits that in view of the above, it will be redundant and not justified to accept the Claimant's claim by imposing any kind of payments on it.

57. Without derogating from the above, the Respondent therefore requests to hold the Claimant responsible for the payment of the Respondent's legal expenses in respect of this procedure.

III. CONSIDERATIONS OF THE DISPUTE RESOLUTION CHAMBER

a. Competence and applicable legal framework

58. 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 17 February 2021 and submitted for decision on 15 July 2021. Taking into account the wording of art. 21 of the January 2021 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.

59. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and observed that in accordance with art. 24 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (February 2021 edition), 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 a Nigerian player and an Israeli club.

60. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Player (February 2021 edition), and considering that the present claim was lodged on 17 February 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

61. 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.

62. In this respect, the Chamber also recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA's judicial bodies may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in TMS.

c. Merits of the dispute

63. 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

64. 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 a binding contract was signed between them.

65. In this context, the Chamber acknowledged that it its task was to determine whether the pre-contract signed between the parties constitutes a valid and binding document on the parties and the consequences thereto.

66. In this regard, the Chamber took note of the Claimant's submission that a contract was unilaterally terminated by the Respondent without just cause and as a result, he is entitled to compensation for breach of contract.

67. The Chamber also took note of the Respondent's submission that the parties never entered into a binding contract as the initial document (i.e. the pre-contract) was merely an invitation to assess the Claimant's capacities.

68. From the documentation on file and in particular the contents of the pre-contract, the Chamber deemed that the pre-contract contains all the *essentialia negotii* in order to be considered a valid and binding employment agreement as the parties, object, term, and remuneration which outline the employment relationship between the club and the player can be found in such document.

69. What is more, the Chamber deemed that as per the allegations of the Claimant, it can be concluded that the typical activities concerning the execution of such pre-contract appeared to have taken place as per the documentation provided by the Claimant (i.e. a medical examination took place, a valid pre-contract concluded between the parties, attending training sessions, provision of a car).

70. However, the Chamber took note of the fact that the pre-contract contains a disclaimer clause which seemingly intends to modify its legal effect by stating that it is subject to the Claimant passing the exams or that it shall have no legal effect without a written agreement with all the matters that should be settled.

71. In this respect, the Chamber noted that the reference to the formal element of the contract bears no legal effect. Indeed, as a general principle, where the parties have agreed on all the essential terms, it is presumed that the contract will be binding notwithstanding any reservation on secondary terms.

72. Moreover, the Chamber recalled that pursuant to article 18 par. 4 of the Regulations, the validity of a contract may not be made subject to a successful medical examination.

73. Furthermore, based on the evidence on file, the DRC noted that the parties started to execute the pre-contract by the Respondent sending two contract drafts containing all the *essentialia negotii* which in its opinion created a realistic expectation on the part of the Claimant that he would be registered with the Respondent. However, since these documents were not executed by the parties, they bear no relevance in the outcome of the dispute, and the DRC thus decided to focus on the contents of the pre-contract which it noted was fully signed by both parties. Once again, the DRC confirmed that it was comfortable to do so on the basis that the pre-contract contained all the *essentialia negotii*.

74. Finally, the DRC noted that the pre-contract contained a deadline of 96 hours to accept the offer, and it remained uncontested between the parties that the pre-contract was duly accepted by the Claimant within said period of time.

75. Consequently and with the above in mind, the Chamber concluded that that the pre-contract is valid and binding on the parties.

76. With the above in mind, the Chamber concluded that the Respondent unilaterally terminated the employment relationship without just cause and that the Claimant is entitled to compensation for breach of contract insofar as the unilateral termination by the Respondent was made without any reason and thus without just cause.

ii. Consequences

77. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent and decided that the Respondent shall pay the Claimant compensation for breach of contract.

78. In continuation, the Chamber decided that, taking into consideration the Claimant's respective claim and art. 17 par. 1 of the Regulations, the Claimant is entitled to receive from the Respondent compensation for breach of contract.

79. In this context, the Chamber outlined that, in accordance with said provision, 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.

80. In application of the relevant provision, the DRC held that it first had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. In this regard, the DRC concluded that this was not the case in the present claim.

81. In continuation, the Chamber noted that the value of the pre-contract was USD 214,000, which it determined shall serve as the basis for the final determination of the amount of compensation for breach of contract.

82. In continuation, the DRC 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 contents of art.17 par.2 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 coach's general obligation to mitigate his damages.

83. In continuation, the DRC 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 Claimant's general obligation to mitigate his damages.

84. In this respect, the Single Judge noted that the Claimant remained unemployed and was therefore not able to mitigate his losses.

85. In view of all of the above, the Chamber decided to award the Claimant the amount of USD 214,000 as compensation for breach of contract, an amount the DRC concluded was fair and reasonable in the matter at hand.

86. What is more, in line with the well-established jurisprudence of the DRC in this respect, as well as taken into account the request of the Claimant, the Chamber decided to award 5% interest *p.a.* on the amount of USD 214,000 as of the date of the claim.

87. Additionally, the Chamber deemed that the Claimant had submitted sufficient evidence to justify his request to be re-imbursed for the expenses incurred by him broken down as follows:
-USD 1,398.23 as accommodation expenses from 11 to 12 February 2021 in the amount of USD 153,23 and USD 1,245 as the cost of his return flight to Portugal;
-EUR 1,545 (approximately USD 1,836) as accommodation expenses for the period between 19 and 28 February 2021;
-ILS 2,657.41 (approximately USD 815) as accommodation expenses for the period between 28 February and 10 March 2021.

88. As a result, the Chamber awarded the Claimant USD 4,049,23 as reimbursement for expenses incurred.

89. What is more, in line with the well-established jurisprudence of the DRC in this respect, as well as taken into account the request of the Claimant, the Chamber decided to award 5% interest *p.a.* on the amount of USD 4,049,23 as of the date of the current claim.

90. In continuation, the Chamber noted that the Claimant requested USD 72,000 as additional compensation corresponding to 6 monthly salaries, due to the egregious circumstances. However, the Chamber deemed that this claim cannot be upheld, as the termination was not made because of outstanding remuneration and it was effectively the Respondent who terminated the employment relationship. Therefore, on the basis of the strict contents of art. 17 of the Regulations, the DRC concluded that it had no legal basis to award such amounts to the Claimant.

91. Furthermore, the DRC decided to reject the Claimant's claim for USD 100,000 as moral damages, for lack of a regulatory or legal basis to award such amounts.

iii. Compliance with monetary decisions

92. Finally, taking into account the consideration 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.

93. 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.

94. 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.

95. 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.

96. 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

97. 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.

98. 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.

99. 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, Obiora Nwankwo, is partially accepted.

2. The Respondent, Bnei Yehuda Tel Aviv FC, has to pay to the Claimant, USD 214,000 as compensation for breach of contract, plus 5% interest *p.a.* as of 17 February 2021 until the effective date of payment.

3. The Respondent has to pay the Claimant USD 4,049.23 as expenses plus 5% interest *p.a.* as of 17 February 2021 until the effective date of payment.

4. Any further claims of the Claimant are rejected.

5. The Claimant is directed to immediately and directly inform the Respondent of the relevant bank account to which the Respondent must pay the due amount.

6. 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.

7. The consequences **shall only be enforced at the request of the Claimant** in accordance with article 24bis paragraphs 7 and article 24ter of the Regulations on the Status and Transfer of Players.

8. 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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