

Decision of the Dispute Resolution Chamber

passed on 15 July 2021,

regarding an employment-related dispute concerning the player Eran Zahavi

COMPOSITION:

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

CLAIMANT / COUNTER-RESPONDENT 1:

Eran Zahavi, Israel

Represented by Mr Joseph Gayer

RESPONDENT / COUNTER-CLAIMANT:

Guangzhou RF FC, China PR

Represented by Mr Salvatore Civale

COUNTER-RESPONDENT 2:

PSV Eindhoven, Netherlands

I. FACTS OF THE CASE

1. On 27 June 2016, the Israeli player, Eran Zahavi (hereinafter: *player* or *Claimant/Counter-Respondent* 1) and the Chinese club, Guangzhou RF FC (hereinafter: *club* or *Respondent/Counter-Claimant*) concluded an employment contract valid as from the date of signature until 31 December 2018.
2. On 9 January 2018, the parties extended their contractual relationship and signed an employment contract (hereinafter: *contract*) valid as from the date of signature until 31 December 2020.
3. According to the contract, the club undertook to pay the player, *inter alia*, the following monies:
 - USD 583,333 (net) between 1 January 2018 until 31 December 2018;
 - USD 666,666 (net) between 1 January 2019 until 31 December 2019;
 - USD 708,333 (net) between 1 January 2020 until 31 December 2020;
 - Chinese Renminbi (RMB) 20,000 (net) as "*minimum winning bonus*" in league games;
 - RMB 7,000 (net) as "*minimum draw bonus*" in league games;
 - USD 20,000 (net) per goal scored in league games "*paid within 45 business days after the last official match of each season finished*".
4. During April and May 2020, the player put the club in default for certain bonus payments, which were eventually paid by the club.
5. In August 2020, the player was called up by the Israeli national team to take part in their campaign between 31 August 2020 and 8 September 2020.
6. On 20 August 2020, the club requested FIFA if it is possible to refuse the player the acceptance to travel in the light of the COVID-19 pandemic.
7. On 20 August 2020, the club informed the Israeli Football Association that it refuses their players to join the national team.
8. On 21 August 2020, the Israeli Football Association replied to the club stating that such refusal is against FIFA Regulations.
9. On 22 August 2020, the club sent another letter to the Israeli Football Association insisting on its position.
10. On 24 August 2020, FIFA issued circular letter 1729 regarding the release of players to association teams for the upcoming September 2020 international window, which temporarily amended the RSTP due to the COVID-19 pandemic and established certain exceptions for the release of players.
11. On 25 August 2020, the club sent another letter to the Israeli Football Association, referring to the circular, and reiterating its refusal to let its players leave due to the quarantine upon return in China.
12. On 25 August 2020, the club sent a letter to the player stating: "*The club takes note of your strong desire and unilateral decision to depart from Dalian on 26 August 2020 and return to Israel for national team games from August 31th to September 8th 2020, therefore the club have to let you depart for national games*".

13. On 26 August 2020, the player left China to join the Israeli national team. He arranged a return ticket for 8 September 2020 and reminded the club that it needs to arrange his VISA in order for him to return to China.
14. According to the player, on 3 September 2020, the club deregistered the player.
15. On 3 September 2020, the club's chairman and the player's agent exchanged WhatsApp messages:
 - Agent (A): "Do you bring Eran back to China or taking him of the list to sign another striker?"
 - Chairman (C): "I can only let him of the list otherwise there is no quota".
 - A: "I understand you removed Eran from your list. What do you expect Eran to do?"
 - C: "He just has to focus on the national team. 9-11 months he has a game. The Chinese Super League finished in early November".
 - A: "What is Eran supposed to do?"
 - C: "He told me that he hoped to find a contract in Europe and share the salary we gave him. We wait for him."
 - A: "Can you make a letter he can sign as a free agent from now on? And that you will pay him everything by the end of the year?"
 - C: "I think you should talk to the European club first. The Boss called 2 days ago to say R&F pay Eran's salary to October".
16. On 4 September 2020, the club sent a letter to the player stating, *inter alia*, the following:

"...upon the Player being called up by the Israel National team for the UEFA Nations League Matches, the Club sympathized with the Player's desire to play for his country and agreed with his request, despite the club was not obliged to do so".

"...The Player's absence during this period (including the quarantine he would need to undergo upon his return to China) represents a clear threaten to the Club's performances during this edition of the China Super League 2020, as the Club is fighting to avoid relegation without being able to line up its best foreign player.

"Therefore [...] joining the Israel national team was the Player's personal choice and that to date he is a fundamental player of the Club's first team, duly registered in its squad for the entire season. In this sense, in case the Player would decide not to return to China for his sole own reasons and be released from the club in order to sign with any new club, please be informed that the club shall be released from any obligation (including but not limited to salaries of October, November and December) and potential liability towards the Player in relation with the employment contract between the parties".
17. On 5 September 2020, the club's chairman and the player's agent exchanged WhatsApp messages, after the agent requested the club to apply for his VISA:
 - C: "If he wants to go back to the national team, then apply for his own visa back to China. Don't rush me".
 - A: "He flew with your written permission. Now you decide whether to release him or return him. A simple Answer".
 - A: "I do not play games. I need to know what's going on with Eran on Tuesday after the national team"
 - C: "It's Sunday. Can you respect other people's holidays?"

18. On 8 September 2020, the player sent a letter to the club expressing his disappointment in the club, pointed out that he made his travel arrangements to return to China, but that the club failed so far to organize his VISA. Therefore, the player requested the club to arrange such VISA until 18 September 2020 stating that if he would not receive such confirmation he would “assume that the club is no longer interested” in his services.
19. On 8 September 2020, the club replied to the player authorizing him to negotiate an employment contract with another club and stating that it would agree to mutually terminate the contract without any further obligations for both sides.
20. On 9 September 2020, the player replied to the club disagreeing about the club’s proposal to “waive his salaries” for the last three months.
21. On 10 September 2020, the club sent a letter to China’s “office of epidemic prevention” to “urge your organization to assist in arranging two foreign players of our club to return to Guangzhou”.
22. On 13 September 2020, the club’s coach stated in an interview that the player will not return to the club and that he is no longer registered.
23. On 13 September 2020, the club sent a letter to the player informing him that his salary payments are suspended until he returns to the club. Furthermore, the club requested the player to “immediately return to the club’s headquarter”.
24. On 14 September 2020, the player replied to the club denying any wrongdoing, stating that he is waiting for the club to arrange the necessary VISA and travel in order for him to return and that he expects his salary paid on time.
25. On 18 September 2020, the player terminated the contract with the club, since the club failed to arrange his VISA and travel, deregistered him and due to the statement that it stopped paying his salaries.
26. On 6 October 2020, the player sent a letter to the club requesting payment of outstanding remuneration of USD 1,262,800 (salary of August and September 2020 as well as bonuses) and compensation for breach of contract in the amount of USD 2,407,200, corresponding to the residual value of the contract as from 19 September 2020.
27. On 19 September 2020, the player and the Dutch club, PSV Eindhoven (hereinafter: *PSV*) concluded an employment contract valid as from the date of signature until 30 June 2022. According to this contract, the player is entitled to a monthly salary of EUR 83,333 (EUR 1,000,000 per season) and the following “*signing-fee*”:
 - EUR 1,000,000 on 15 January 2021;
 - EUR 1,000,000 on 15 June 2021;
 - EUR 1,000,000 on 15 September 2021;
 - EUR 1,000,000 on 15 June 2022.
28. On 29 September 2020, the Single Judge of the PSC passed a decision to provisionally register the player in the Netherlands, after the Chinese FA refused to issue the ITC.

29. On 24 November 2020, the player lodged a claim against the Respondent for breach of contract in front of FIFA and requested payment of the following monies
- USD 708,000 as outstanding salary for August 2020;
 - USD 424,800 as outstanding salary for September 2020 (pro-rata until 18 September 2020);
 - USD 130,000 as bonuses for 4 goals scored (4x USD 80,000) and 2 victories and one 1 draw (USD 50,000); note: player submitted corroborating statistics);
 - USD 2,124,000 as compensation, corresponding to the residual value (taking into account the mitigation);
 - USD 4,248,000 as additional compensation of 6 monthly salaries due to egregious circumstances
- The player requested interest of 5% *p.a.* as of 3 September 2020 as well as the club to bear all of his legal fees.
30. In his claim, the player held that the Respondent breached the contract for several different reasons:
- Deregistration of the Player from the Club's active players list;
 - Refraining from obtaining his visa and arranging the Player's travel back to China;
 - Refusal to pay the Player's salaries and even declaring openly that the Club will not pay his salaries;
 - "*Blackmailing*" the Player that the Club would only resume payment of his salaries once he returns to China – all while doing nothing to help the Player to be able to come back to China.
31. On account of the above, the player held having had just cause to terminate the contract on 18 September 2020.
32. Furthermore, the player held that the club's "*abusive and misleading*" treatment is a clear case of egregious circumstances.
33. According to the player, such annual bonus remained unpaid.
34. In its reply to the claim, the club rejected the player's claim and lodged a counterclaim against the player and his new club. The club requested payment of the following monies:
- USD 2,880,000 as compensation for breach of contract from the player (residual value of 5 months);
 - USD 16,278,590.74 as the player's market value from transfermarkt.com;
 - USD 740,740.74 as non-amortized transfer fee (USD 8.000.000 / 54 months x 5 months);
 - USD 1,395,000 as fine payable by the player;
 - USD 3,350,464.87 "*as the club's part of the 2019 subsidy*";
- The club requested interest of 5% *p.a.* as from 15 December 2020.
- *Eventualiter*, the club requested to offset any amount considered payable to the player with the above-mentioned amounts.
35. In its claim, the club held that it never authorized the player to leave for national team duty as it was its right according to the provisional regulations.
36. In this regard, it pointed out that it referred to the player's "*unilateral*" decision to leave in its letter dated 25 August 2020. The club held that it could not "*physically stop*" the player from leaving. IN this regard, the club argued that the other Israeli player in the team, Dia Saba, stayed with the club and did not leave for his national team.

37. The club held that there existed restrictive entry criteria's in order to enter China due to COVID-19 and that a negative test as well as a 14-days quarantine was necessary and since all "old" VISA's were cancelled by the government, the player needed a new one to enter China.
38. Additionally, the club alleged that the player deliberately extended his stay in Israel after 8 September 2020, instead of returning to China in order to follow his "Exit-Strategy", while the club always acted in good faith.
39. Moreover, the club held that the player missed 16 team trainings and four official matches between 26 August 2020 and 18 September 2020.
40. The club denies having received the player's default notice on 14 September 2020 and therefore maintains that the player failed to warn the club before terminating the contract.
41. Regarding the VISA, the club held that it fulfilled its duty by organising his previous VISA and that the player lost such VISA when he decided to leave the country.
42. Moreover, the club argued that it requested the Chinese government to allow the player to return with its letter on 10 September 2020.
43. The club acknowledged having deregistered the player on 14 September 2020, but that it had no other choice since he was absent without authorization and even if he would have returned on 15 September 2020, he could not have been involved in matches until 28 September 2020 (end of the season) due to quarantine.
44. Regarding the outstanding amounts, the club held that the player's salary for August 2020 was not yet due when he left without authorization and that the club suspended its payments on 13 September 2020 due to his absence. According to the club, bonuses are not due since he was not with the club until the end of the season. Therefore, the club did not fail to remit any remuneration to the player.
45. Regarding its calculation for compensation, the club submitted the transfer agreement defining a transfer fee of USD 8,000,000 paid for the player in order to take it into account for the non-amortized transfer fee.
46. In reply to the counter-claim, the player refuted the club's allegations and requested to dismiss the counterclaim.
47. The player pointed out that the club did not refuse to let him go to the national team, on the contrary allowed him to leave with its letter on 25 August 2020.
48. Furthermore, the player argued that the club confirmed having permanently deregistered the player.
49. Moreover, the player reiterated his allegations that the club did not want to organise the player's VISA for this return.
50. The player further rejects the arguments regarding the outstanding remuneration and held that he is entitled to it.

51. Additionally, the player maintained that the club did not suffer any damages from the termination as it was no longer interested in the player's services.
52. In reply to the counterclaim, PSV rejected such claim and endorsed the player's position.
53. According to PSV, the player terminated the contract with just cause.
54. Furthermore, the new club held that the counterclaim was not substantiated.

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. In this respect, it took note that the present matter was submitted to FIFA on 24 November 2020, 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 June 2020 edition of the Procedural Rules is applicable to the matter at hand.
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed 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 (edition February 2021), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a player and a club.
3. In continuation, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, the DRC confirmed that in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (February 2021 edition), and considering that the claim was lodged on 24 November 2020, the October 2020 edition of the aforementioned regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance
4. The competence of the Chamber and the applicable regulations having been established, the Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation submitted by the parties. However, the Chamber 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. In particular, the Chamber recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in the Transfer Matching System (TMS).
5. Having said this, the Chamber proceeded with an analysis of the circumstances surrounding the present matter, the parties' arguments as well the documentation on file, bearing in mind art. 12 par. 3 of the Procedural Rules, in accordance with which any party claiming a right on the basis of an alleged fact shall carry the burden of proof.

6. First of all, the members of the Chamber acknowledged that, on 16 May 2019, the player and the club had concluded contract 1 valid as from 1 July 2019 until 31 December 2021. Subsequently, the Chamber noted that, on 1 July 2019, the player signed contract 2 with FK Indjija valid as from the date of signature until 31 December 2019. Moreover, the DRC acknowledged that on 30 December 2019, the player and the club concluded contract 3 valid as from 16 June 2020 until 31 December 2021.
7. In this framework, the members of the DRC took note of the player's claim for breach of contract as he maintained having had just cause to terminate the contract on 18 September 2020, due to the deregistration, the outstanding remuneration and the new VISA, which was not provided by the club. On account of the above, the player requested compensation for breach of contract.
8. The Chamber duly noted that the club, on the other hand, rejected the player's claim and lodged a counterclaim for breach of contract alleging that the player left the club without authorization to join the national team.
9. In turn, the DRC acknowledged that the player rejected the club's counterclaim.
10. Furthermore, the Chamber took notice of the position of PSV, which endorsed the player's position and rejected the counterclaim as well.
11. Having considered the diverging position of the parties, the members of the DRC acknowledged that the central issue in the matter at stake was to determine as to whether the player has terminated the contract on 18 September 2020 with or without just cause and to decide on the consequences thereof.
12. Subsequently, the Chamber turned its attention to the circumstances of the player's departure for his national team on 26 August 2020. The club held that the player left without authorization, whereby the player argued that the club allowed him to leave with its letter on 25 August 2020.
13. The members of the DRC examined the letter dated 25 August 2020 from the club to the player and observed that it is drafted in a confusing way, as it does mention the player's "*unilateral decision*" to leave, but then the club states that it has "*to let you depart for national games*", which sounds like an agreement.
14. However, the Chamber decided that such unclear wording shall not be held against the player. The DRC pointed out that if the club did not want to let the player go to his national team, in accordance with the temporarily amended Regulations for the release, then it should have stated it clearly and made its point clear to the player. Therefore, the Chamber considered that the club did let the player go to his national team and consequently, was not absent without authorization.
15. Further, the Chamber started to examine the player's termination dated 18 September 2020 and observed that the club confirmed the alleged deregistration of the player on 14 September 2020.
16. Moreover, the DRC noted that the club stated that it stopped paying the player on 13 September 2020. Therefore, it remained undisputed that the player did not receive his salaries for August and September 2020 as well as some bonuses. Furthermore, from the documentation on file, it appeared that the club would not pay the player for the rest of the contractual relationship, even though the contract was not yet terminated at this moment.

17. Additionally, the passive stance regarding the renewal of the player's VISA was at least questionable in the Chamber's opinion, as it did not show any interest in the player's return.
18. In light of the above, first of all, the members of the Chamber considered important to point out, as has been previously sustained by the DRC, that among a player's fundamental rights under an employment contract, is not only his right to a timely payment of his remuneration, but also his right to access training and to be given the possibility to compete with his fellow team mates in the team's official matches.
19. Therefore, the Chamber established that the "*de-registration*" of a player could in principle constitute a breach of contract since it *de facto* prevents a player from being eligible to play for his club.
20. Additionally, taking into account the undisputed outstanding remuneration of August and September 2020, and considering that the club had thus repeatedly and for a significant period of time been in breach of its contractual obligations towards the player, the Chamber decided that the Claimant had just cause to unilaterally terminate the employment contract on 18 September 2020 and that, as a result, the club is to be held liable for the early termination of the employment contact with just cause by the player.
21. Subsequently, prior to establishing the consequences of the termination of the employment contract with just cause by the Claimant in accordance with art. 17 par. 1 of the Regulations, the Chamber held that it, in general, had to address the issue of unpaid remuneration at the moment when the contract was terminated by the Claimant.
22. Bearing in mind the considerations above, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber established that the Claimant is entitled to USD 1,416,000 net as outstanding salaries for the months of August and September 2020 as well as USD 80,000 net corresponding to the goal bonus and Chinese Renminbi (RMB) 47,000 net corresponding to match bonuses.
23. In addition, taking into consideration the player's claim, the Chamber decided to award the Claimant interest at the rate of 5% *p.a.* as of the respective due dates.
24. Moreover, and taking into consideration art. 17 par. 1 of the Regulations, the Chamber decided that the player is entitled to receive compensation for breach of contract from the club.
25. In continuation, 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 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 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. In this regard, the Dispute Resolution Chamber emphasised beforehand that each request for compensation for contractual breach has to be assessed by the Chamber on a case-by-case basis taking into account all specific circumstances of the respective matter.
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, if any, 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 the date of termination with just cause by the player until its natural expiration. Furthermore, the Chamber took into account the amount claimed by the player and consequently, the Chamber concluded that the amount of USD 2,124,999 net serves as the basis for the final determination of the amount of compensation for breach of contract in the case at hand.
30. In continuation, the Chamber verified as to whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC, 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.
31. In this respect, the Chamber noted that the Claimant had found new employment and mitigated his damages in the amount of USD 885,000, which leads to a mitigated compensation of USD 1,239,999 net.
32. Consequently, on account of the above-mentioned considerations, the Chamber decided that the Respondent must pay the amount of USD 1,239,999 net compensation for breach of contract to the Claimant, which is considered by the Chamber to be a fair and reasonable amount.
33. In addition, taking into consideration the player's claim, the Chamber decided to award the player interest at the rate of 5% *p.a.* as requested, as of the date of the claim.
34. As a conclusion the Chamber decided to partially accept the player's claim and to reject the club's counterclaim.

35. Furthermore, taking into account the consideration under number II./3. above, the 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.
36. In this regard, the Chamber established that, in virtue of the aforementioned provision, it has competence to impose a sanction on the club. More in particular, the DRC pointed out that, against clubs, the sanction shall consist in a ban from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods.
37. Therefore, bearing in mind the above, the DRC decided that, in the event that the club does not pay the amount due to the player within 45 days as from the moment in which the player, following the notification of the present decision, communicates the relevant bank details to the club, 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 club in accordance with art. 24bis par. 2 and 4 of the Regulations.
38. Finally, the Chamber recalled that the above-mentioned sanction 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 / Counter-Respondent 1, Eran Zahavi, is partially accepted.
2. The Respondent / Counter-Claimant, Guangzhou RF FC, has to pay to the Claimant / Counter-Respondent 1 the following amounts:
 - USD 708,000 net as outstanding remuneration plus 5% interest *p.a.* as of 1 September 2020 until the date of effective payment;
 - USD 708,000 net as outstanding remuneration plus 5% interest *p.a.* as of 19 September 2020 until the date of effective payment;
 - USD 80,000 net as outstanding remuneration plus 5% interest *p.a.* as of 19 September 2020 until the date of effective payment;
 - Chinese Renminbi (RMB) 47,000 net as outstanding remuneration plus 5% interest *p.a.* as of 19 September 2020 until the date of effective payment;
 - USD 1,239,999 net as compensation for breach of contract plus 5% interest *p.a.* as of 24 November 2020 until the date of effective payment.
3. Any further claims of the Claimant / Counter-Respondent 1 are rejected.
4. The claim of Respondent / Counter-Claimant is rejected.
5. The Claimant / Counter-Respondent 1 is directed to immediately and directly inform Respondent / Counter-Claimant of the relevant bank account to which the Respondent / Counter-Claimant must pay the due amount.
6. The Respondent / Counter-Claimant shall provide evidence of payment of the due amount in accordance with this decision to psdfifa@fifa.org, duly translated, if applicable, into one of the official FIFA languages (English, French, German, Spanish).
7. In the event that the amount due, plus interest as established above is not paid by Respondent / Counter-Claimant **within 45 days**, as from the notification by the Claimant / Counter-Respondent 1 of the relevant bank details to the Respondent / Counter-Claimant, the following consequences shall arise:
 1. The Respondent / Counter-Claimant shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid.
(cf. art. 24bis of the [Regulations on the Status and Transfer of Players](#)).
 2. In the event that the payable amount as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.

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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