

Decision of the Dispute Resolution Chamber

passed on 6 April 2022

regarding an employment-related dispute concerning the player
Chinonso Christian Obiozor

BY:

Tomislav Kasalo (Croatia)

CLAIMANT:

Chinonso Christian Obiozor, Nigeria
Represented by Ercan Sevdimbaş

RESPONDENT:

Stade Gabesien, Tunisia

I. Facts of the case

1. On 14 January 2022, the Nigerian player Chinonso Christian Obiozor (hereinafter the *Claimant* or the *player*) and the Tunisian club Stade Gabesien (hereinafter the *Respondent* or the *club*) concluded an employment agreement (hereinafter the *Employment Agreement*) valid as from 14 January 2019 until 13 January 2021.
2. In accordance with the Transfer Matching System (hereinafter the *TMS*), the respective seasons in Tunisia run as from 1 July until 30 June of the next year.
3. In Clause 3 of the Employment Agreement, the Claimant and the Respondent (hereinafter jointly referred to as the *Parties*) agreed upon the following financial conditions:

Season 2018/2019

- DT 30,000 (Tunisian Dinar) as accommodation fee
- DT 30,000 as transportation fee
- DT 5,000 as monthly salary (6 months)

Season 2019/2020

- DT 60,000 as accommodation fee
- DT 60,000 as transportation fee
- DT 5,000 as monthly salary (12 months)

Season 2020/2021

- DT 30,000 as accommodation fee
- DT 30,000 as transportation fee
- DT 5,000 as monthly salary (6 months)

4. On 17 June 2019, the Parties mutually terminated the employment relationship and signed a termination agreement (hereinafter the *Termination Agreement*).
5. Clause 3 of the Termination Agreement read as follows:

« Le joueur OBIOZOR CHINONSO CHRISTIAN declare avoir reçu du « STADE GABESIEN » tous ses droits (salaires, primes des matchs, prime de logement, prime de transport, ...) Et sa signature vaut quitus de tout engagement envers le club.

The player OBIOZOR CHINONSO CHRISTIAN declares to have received from the « STADE GABESIEN » all his rights (salary, prime of the matches, prime of transport, prime of logement, ...) and his signature is worth discharge of any commitment to wards the club.»
6. On 23 December 2021, the Claimant sent a default notice to the Respondent, requesting the allegedly outstanding amount of USD 145,908 within the next 10 days, however, to no avail.

II. Proceedings before FIFA

7. On 11 January 2022, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the Parties is detailed in continuation.

a. Position of the Claimant

8. In its claim, the Claimant requested the amount of USD 145,908 and 5% interest *p.a.* *“starting from the expire date of the contract which is 13.01.2021”*.
9. The Claimant argued that the Respondent *“neither made any payment nor made any attempt to amicably settle the unacceptable, unfair and unlawful attitude made towards the Claimant Player. As a result of the attitude of the Respondent as well as the defaults on the contractual payments, the Claimant is obliged to serve the present claim.”*

b. Position of the Respondent

10. The Respondent rejected the claim of the Claimant as it argued that *“the player terminated his contract on June 17, 2019 with the club and he declared in the third article of the said termination that he received the totality of his rights and his signature is worth discharge of any commitment towards the club.”* (freely translated from French).

c. Replica of the Claimant

11. The Claimant was requested to comment on the said Termination Agreement provided by the Respondent.
12. In his *replica*, the Claimant did not object as to the existence of the said document, however, he was of the opinion that it *“only show that the contract is terminated with a mutual agreement but obviously not show that the Claimant Player’s receivables was fully paid as it should be.”*
13. He also added that *“In the moment that the “Résiliation de Contrat” is signed, the Respondent Club said that all the remaining receivables will be paid to the Player after the signature of document. However, the Respondent Club has never paid the amount requested by this claim as the receivables arising from the Contract undersigned between the Parties.”*

d. Duplica of the Respondent

14. The Respondent failed to provide its *duplica* within the respective time-limit.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

15. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter also referred to as the *Single Judge*) analysed whether he was competent to deal with the case at hand.
16. In this respect, the Single Judge took note that the present matter was presented to FIFA on 11 January 2022 and submitted for decision on 6 April 2022. Taking into account the wording of art. 34 of the October 2021 edition of the Procedural Rules Governing the Football Tribunal (hereinafter the *Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
17. Subsequently, the members of the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (March 2022 edition), the Single Judge would be – 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 a Tunisian club.
18. Subsequently, the Single Judge 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 Players (March 2022 edition), and considering that the present claim was lodged on 11 January 2022, the August 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Admissibility

19. Having established the above and after a thorough analysis of the documentation submitted, the Single Judge recalled that the present claim was lodged in front of FIFA on 11 January 2022. Therefore, in line with art. 23 par. 3 of the Regulations, any amounts fallen due before 11 January 2020 are affected by the statute of limitations.
20. The Single Judge noted that, in the present case, the basis of the claim is the Termination Agreement signed on 17 July 2019. Whereas the Termination Agreement was only provided by the Respondent in its reply, the Claimant did not dispute the existence thereof after being requested to comment on it.
21. The Single Judge thus concluded that the Claimant's request is time-barred and, consequently, the Claimant's claim is considered inadmissible.

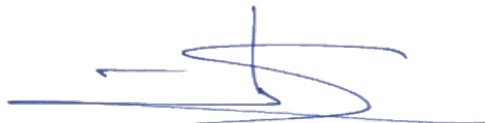
c. Costs

22. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *“Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent”*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the Parties.
23. Likewise and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
24. Lastly, the Single Judge concluded his 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, Chinonso Christian Obiozor, is inadmissible.
2. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 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 17 of the Procedural Rules).

CONTACT INFORMATION

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