

# Decision of the Dispute Resolution Chamber

passed on 7 April 2022

regarding an employment-related dispute concerning the player Mohammad Abu Zraiq

## BY:

**Frans de Weger (Netherlands)**, Chairperson  
**Michele Colucci (Italy)**, member  
**Jérôme Perlemuter (France)**, member

## CLAIMANT:

**Al Ramtha SC, Jordan**  
Represented by Osaïd Alkahder

## RESPONDENT 1:

**Al Ahli Tripoli SC, Libya**  
Represented by Mr Emad Hanayneh

## RESPONDENT 2:

**Mohammad Abu Zraiq, Jordan**  
Represented by Mr Emad Hanayneh

## I. Facts of the case

1. On 2 August 2018, the Jordan club Al Ramtha SC (hereinafter: *Al Ramtha*) and the Jordan player Mohammad Abu Zraiq (hereinafter: *the player*), born on 30 December 1997, concluded an employment contract (hereinafter: *the contract*), valid between 2 August 2018 and the end of the football season 2023.
2. Based on the contract, the player was entitled to the following amounts:
  - Jordan Dinar (JOD) 400 per month in the 2018 season;
  - JOD 500 as housing allowance per month in the 2019 season;
  - JOD 600 as housing allowance per month in the 2020 season;
  - JOD 700 as housing allowance per month in the 2021 season;
  - JOD 800 as housing allowance per month in the 2022 season.
3. On 10 March 2021, the player put the club in default for the outstanding salaries of JOD 3,200 for the first year of the contract and the amount of JOD 1,800 for the third year, providing it to 15 days' deadline to remedy its default.
4. On 25 November 2021, the sporting season 2021 in Jordan ended.
5. On 29 November 2021, the player decided 'to unilaterally terminate the contract due to the expiration of the protected period', on the same occasion requesting the club to remedy its default and paying him the amount of JOD 4,100 as outstanding salaries within 15 days, however to no avail.
6. On 23 January 2022, the Jordan Football Association (JFA) informed Al Ramtha that the Libyan club Al Ahli Tripoli SC (hereinafter: *Al Ahli*), via the TMS, had requested via the Libyan Football Association (LFA) the issuance of the ITC for the player.
7. On 31 January 2022, the Single Judge of the Players' Status Chamber passed a decision, allowing the provisional registration of the player with Al Ahli.
8. In January 2022, the player signed a new contract with Al Ahli, valid between 11 January 2022 and 11 July 2022, based on which he was entitled to a total amount of USD 150,000.

## II. Proceedings before FIFA

9. On 11 February 2022, Al Ramtha filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of Al Ramtha

10. In its claim, Al Ramtha explains that in January 2021, the player fled to Libya during the protected period of the contract and that shortly before, he '*received all financial funds that were to be given to him till his last day in Jordan (December 2021)*'.

11. What is more, Al Ramtha explains that it suffered significant damages due to the sudden departure of the player.
12. Al Ramtha, in its claim before FIFA, requested the payment of a total amount of EUR 1,000,000 by the player and/or Al Ahli (EUR 500,000 on the player and EUR 500,000 on Al Ahli) as '*financial fine*' for the breach of contract of the player and the inducement of Al Ahli to do so.

#### **b. Position of the player**

13. In reply to the claim, the player explained that he was continuously afraid of Al Ramtha failing to pay his monthly salaries, as a result of which he put the club in default on 10 March 2021.
14. What is more, the player explains that after the sending of the default letter dated 10 March 2021, Al Ramtha started deducting JOD 100 from the player's dues without legal basis for the remainder of the season 2021.
15. In addition, the player explains that despite his dissatisfaction with the behavior of Al Ramtha, he continued to provide his services during the season 2021.
16. In conclusion, the player argues that he terminated the contract with just cause, as (a) the protected period had expired and (b) "6" monthly salaries for the period between January, February, March, August and November 2021 remained outstanding, and JOD 100 was illegally deducted from the salaries for the months of April, May, June, July, September and October 2021.
17. In conclusion, the player and Al Ahli request that the claim of Al Ramtha be rejected and that the termination was made with just cause, as a result of which no compensation for breach of contract is payable by either the player or Al Ahli.

#### **c. Position of Al Ahli**

18. Al Ahli submitted the same position as the player, as it was represented by the same legal representative.

### **III. Considerations of the Dispute Resolution Chamber**

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

19. 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 11 February 2022 and submitted for decision on 7 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.

20. Subsequently, the members of the Chamber 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. a) of the Regulations on the Status and Transfer of Players (March 2022 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns a dispute between a Jordan player, a Libyan club and a Jordan club, in relation to the maintenance of contractual stability where there has been an ITC-request and claim from an interesting party in relation to said ITC-request.
21. 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 Players (March 2022 edition), and considering that the present claim was lodged on 11 February 2022, the August 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### **b. Burden of proof**

22. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 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 Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

#### **c. Merits of the dispute**

23. Its competence and the applicable regulations having been established, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. 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.

#### **i. Main legal discussion and considerations**

24. 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 or not the player had a valid reason to unilaterally terminate the contract with Al Ramtha on 29 November 2021, and consequently, in January 2022, joined the Libyan club Al Ahli.
25. In this context, the Chamber acknowledged that its task was to determine whether or not the player, on 29 November 2021, had a just cause to terminate the contract, and if so, what the consequences of said termination would be, in view of the allegations of Al Ramtha that the player had no just cause and is obliged to pay compensation for breach of contract to Al Ramtha.

26. First of all, and before entering into the substance of the matter at hand, the members of the Chamber deemed it vital to recall the content of art. 13 par. 5 of the Procedural Rules (October 2021 edition), according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. With this in mind, the Chamber deemed that it was up to Al Ramtha, as the claiming party, to prove that the player, as it indicated its claim, had indeed terminated the contract without just cause in the protected period, by signing a new contract with Al Ahli.
27. Entering into the substance of the matter at hand, the members of the Chamber first of all noted that the player was born on 30 December 1997 and at the moment is 24 years old. Thus, it can be established that the contract was concluded before the 28<sup>th</sup> birthday of the player and that the protected period consists of a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract.
28. In the matter at hand, the contract between the player and Al Ramtha was concluded on 2 August 2018, and thus, the period of three years in principle ended on 2 August 2021, as well as that - as discussed between the parties and based on the information provided by the player and Al Ahli, the period of three seasons ended on 25 November 2021.
29. Based on the foregoing, the members of the Chamber were confutable to conclude that the termination of the contract by the player on 29 November 2021, took place after the protected period had expired.
30. What is more, the members deemed it important that, upon analysis of the claim of Al Ramtha, it could not find any elements on the basis of which it could be established that the player had terminated the contract with Al Ramtha without just cause, as no decisive documentary evidence was provided on the basis of which it could be concluded that the player had received all his financial dues until December 2021.
31. To the contrary, the members of the Chamber took note that based on the allegations of the player, at the moment of termination, 29 November 2021, several salaries had remained outstanding. As said, Al Ramtha, in its claim, could not provide any documentary evidence that it duly paid all the salaries to the player, and thus members of the Chamber came to the conclusion that Al Ramtha had not duly met its burden of proof in relation to its allegation that the player had terminated the contract with Al Ramtha during the protected period without just cause.
32. In view of the foregoing, based on the documentation submitted by Al Ramtha and the contestations and explanations provided by both the player and Al Ahli, the members of the Chamber decided that it cannot be concluded that the termination of the contract by the player on 29 November 2021 was made without just cause.

## ii. Consequences

33. Having stated the above, the members of the Chamber concluded that the claim of Al Ramtha is to be rejected.

**d. Costs**

34. The Chamber 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 Chamber decided that no procedural costs were to be imposed on the parties.
35. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
36. 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, Al Ramtha SC, is rejected.
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**

**Fédération Internationale de Football Association**  
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland  
[www.fifa.com](http://www.fifa.com) | [legal.fifa.com](mailto:legal.fifa.com) | [psdfifa@fifa.org](mailto:psdfifa@fifa.org) | T: +41 (0)43 222 7777