FIFA FOOTBALL TRIBUNAL

Decision of the Dispute Resolution Chamber

passed on 21 July 2022

regarding an employment-related dispute concerning the player Mujangi Bia

BY:

Frans DE WEGER (Netherlands), Chairperson
Alejandro ATILIO TARABORELLI (Argentina), member
Roy VERMEER (Netherlands), member

CLAIMANT:

Mujangi Bia, Belgium

RESPONDENT:

Maccabi Petah Tikva FC, Israel

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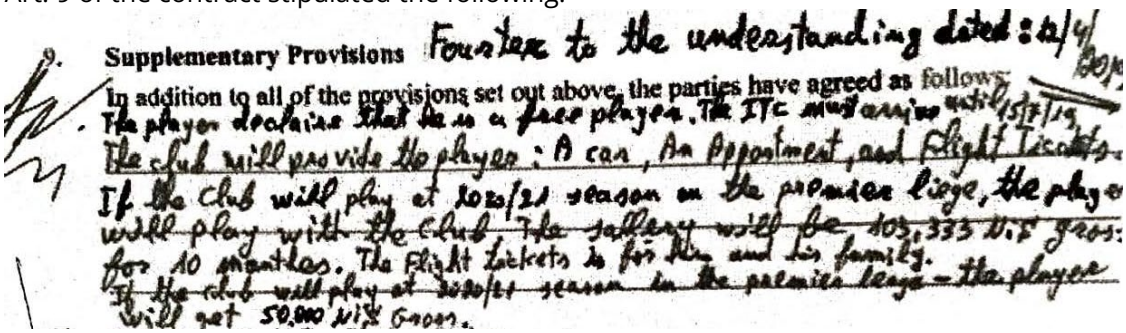
I. Facts

1. On 5 June 2019, the player Mujangi Bia (*the Claimant* or *the player*) and Maccabi Petah Tikva FC (*the Respondent* or *the club*) concluded an employment contract valid as from 1 June 2019 until 31 May 2020.

2. Art. 9 of the contract stipulated the following:


9. Supplementary Provisions Fourteen to the understanding dated: 12/4/
In addition to all of the provisions set out above, the parties have agreed as follows:
The player declares that he is a free player. The ITC must arrive until 15/7/19
The club will provide the player: A car, An Appartment, and Flight Tickets.
If the club will play at 2020/21 season on the premier liege, the play
will play with the club. The gallery will be 103,333 N.I.S gros:
for 10 months. The Flight tickets is for the and his family. the player
If the club will play at 2020/21 season in the premier leage - the player
will get 50,000 N.I.S Gross.

3. According to art. 6 a. of the contract, the Claimant was entitled to the following remuneration and benefits:
- NIS 500,000 corresponding to NIS 50,000 per month;
- NIS 80,000 as *"premium payments"* corresponding to *"Winning games 30 x 2666"*;
- NIS 50,000 as *"Cup bonus"*.

4. According to art. 6. f. of the contract, the monthly salary was due *"up to (including) 9th of following month"*.

5. By means of a letter dated 16 April 2020, the *Swiss Association of Football Players* wrote to the Respondent, indicating that the salaries for February and March 2020 were still outstanding. In this respect, it requested on behalf of the Claimant the payment of NIS 80,000 within 15 days, failing which *"he reserves herewith his right to terminate the employment contract with immediate effect"*.

6. Art. 7 of the employment contract reads as follows:
"a. The parties hereby agree that differences of opinion between the Club and player or between the Player and the Club, in everything relating to the provisions of this Agreement, shall be decided by an arbitrator, who will be appointed by virtue of the power of the Association's Arbitration Institute Codex.
b. The arbitration will be held in accordance with the directives of the Association's Arbitration Institute Codex."

7. On 15 December 2019, the club lodged a claim against the player before the Arbitration Institute of the Israeli Football Association (hereinafter: IFAA) with the following contents:
"5. Already during an early stage of the season the team realized that the player fails to meet the professional standards expected from a player (...)
6. Therefore, the team decided, already in the beginning of the season, that it no longer wishes to continue its relationship with the player
(...)
7. The nearest transfer window (that will open in January 2020). The player is not willing to cooperate with the team and in fact wishes to compel the team to employ him and to receive his services.
(...)

10. In the event a decision stating that the Team will compensate the player in respect of the early termination of the Agreement is made, the arbitrator is requested to set the compensation amount, taking into consideration the early stage of the season in which the Team announced that the player is released, and in light of the conduct of the player and his Agent and their avoidance to mitigate the damage.
11. In addition, the Honorable Arbitrator is requested to compel the Defendant to pay the full expenses of the arbitration, the fees of the Honorable Arbitrator and the expenses of the Plaintiff and attorney fees in addition to statutory VAT in respect whereof.
the Honorable Arbitrator is requested to (...) issue a declaratory order ordering the termination of the Agreement between the parties while awarding the amount of the damages the player is entitled to receive from the Team."

8. On 6 January 2020, the player, via the SAFP, sent a letter to the appointed arbitrator, Mr Hanoch Keinan indicating the following:
"We refer to the letter of December 15, 2019 (received by the player on 18 December 2019) in which the Defendant (Bia Mujangy) was informed about the above mentioned proceedings.
Please take not of the fact that we do not accept this arbitration. We are of the opinion that this arbitral tribunal is not FIFA compliant and does not meet the criteria of FIFA Circular 1010. Hence, we consider that this arbitral tribunal as not competent to deal with a case of an international Dimension."

9. On 15 May 2020, the player lodged a claim before FIFA against the club for outstanding remuneration.

10. On 15 September 2020, the Israel Football Association informed FIFA about the following:
"on 15.12.2019 our affiliated club Maccabi Petach Tikva FC (...) opened an arbitration proceedings against the Player Mujangi Bia ("the player") at the IFA arbitration tribunal.
On 23.12.2019 the player asked to suspend the proceedings due to the reason that the IFA arbitration tribunal is not competent to deal with cases of an international dimension .
The club submitted a respond to the above request and the arbitrator didn't sent the decision yet."

11. On 30 September 2020, the player via the SAFP sent another default letter noting that "*the agreed monthly salary of NIS 40'000 has not been paid for February 2020, March 2020, April 2020, May 2020, June 2020, July 2020 and August 2020. Outstanding is also NIS 50,000 as bonus for going up into the first league*", and requesting the payment of NIS 355,333 within 15 days.

12. On 9 October 2020, FIFA sent a letter to the parties indicating, *inter alia,* the following:
"After a first thorough analysis of the documentation in our possession, we understand that the club, Maccabi Petah Tikva FC has lodged a claim on 15 December 2019 regarding the matter at stake before the Israel Football Association Arbitration Tribunal. Furthermore, it appears that said claim is still pending before said deciding body.
Bearing in mind the above, please note that in accordance with the general principle of lis pendens, a deciding body is not in a position to deal with a dispute which has already been brought before and is still pending at another deciding body."

13. On 12 January 2021, the player, via SAFP, sent a letter to Mr Keinan indicating that it wanted him to continue with the case but that was still of the view that the arbitration does not meet the requirements of FIFA Circular 1010, whilst outlining that FIFA was not willing to decide the dispute as long as the arbitration in Israel was still pending.

14. On 26 August 2021, the player, via the SAFP, sent another letter to Mr Keinan indicating the following:

"*We herewith lodge a formal protest and do consider this as not acceptable and not a fair conduct of the arbitration proceedings.*
In case we do not hear form you by the end of August 2021, we consider that this case is not going to be decided in the arbitration proceedings and that we are free to lodge a case with the FIFA DRC."

15. On 3 May 2022, the player insisted in the continuation of the proceedings before FIFA

16. On 12 June 2022, Mr Hanoch Keinan rendered the following *"Decision in Arbitration File 80-19/20*" with, inter alia, the following contents:
"The Arbitrator was further requested to determine the amount of compensation owed to the player due to the termination of the agreement with him
(...)
the Defendant must be given the opportunity to submit a Statement of Defense to the updated Statement of Claim.
(...)
The preliminary hearing determined is therefore re-scheduled to August 16, 2022
(...)
in accordance with [the contract] (...) it was determined that any dispute which may rise between them will be decided before the Arbitration Institute of the Israeli Football Association.
(...)
the [Israeili] Arbitration Institute has conducted hundreds of files for years and continues to conduct such, while preeminent attorneys in Israel serve therein and its administration
(...)
As for the issue entwined with regard to (...) FIFA (...), which has been written here will not harm as such any institution of (...) FIFA Institutions, as to be described herein below.
(...)
the arbitration proceeding before me does not stand in contradiction to the FIFA Regulations. The opposite is actually true. The agreement between the Parties included an arbitration stipulation before the Arbitration Institute
(...)
Furthermore, FIFA has never negated the authorities of the Arbitration Institute.

17. On 28 January 2022 and according to the information contained in the Transfer Matching System (TMS), the player concluded a contract with the Belgian club, ASBL Royal Excelsior Virton following a transfer "out of contract" from Maccabi Petah Tikva FC.

18. Accordingly, the transfer instruction included a statement on behalf of Maccabi Patah TIkva FC indicating the following:
"I hereby confirm that the Belgian football player Mr. Mujangi Bia does not have a valid employment agreement with the Club.
The agreement between Mr. Bia and the Club ended during the 2019/20 playing season."

19. In his initial claim, the Claimant first stated that the contract would be automatically extended for one year in case of promotion to 1st division. In this case, his salary would increase from *"50.000 NIS gross (40.000 NIS net) the first season and 100.000 NIS gross (80.000 NIS net) the second season"* (free translation from French).

20. The Claimant claimed that his salaries of September (only NIS 38,500), October (NIS 39,000), November (NIS 39,000) and December 2019 (NIS 39,000) as well as January 2020 (NIS 37,500) were not paid in full.

21. Moreover, the Claimant held that his salaries of February, March and April 2020 were not paid.

22. In light of the above, the Claimant requested the following:
- NIS 120,000 corresponding to the salaries of February, March and April 2020;
- NIS 4,500 corresponding to the amounts not paid arising from the salaries of September, October, November, December 2019 and January 2020.

23. In its reply, the club contested FIFA's competence, arguing that *"parallel and prior proceedings are taking place between the parties and pending before an Arbitrator of the IFA Arbitration Institute*".

24. The club held that FIFA should stay its proceedings pending the arbitration award of the arbitrator and submitted a letter dated 15 December 2019 from the IFA forwarding the claim of the club to the parties.

25. On the substance, the club replied that shortly after the arrival of the player in the club, he failed to *"meet the professional standards expected from a player in his status and that the player cannot contribute to the future success of the club*".

26. The club held that *"it did not hide its aspirations to terminate its engagement with the player*" and notified the player of this during the winter 2020 transfer window.

27. The club held that despite this, the player insisted on staying and did not make any effort to find another team, which is why the club lodged a claim to the IFA Arbitration Institute.

28. The club further argued that the player was acting in bad faith lodging his claim because of the consequence in Israel of the Covid19 crisis.

29. The club held that it paid the salaries of the player from August 2019 to January 2020, monthly salary of EUR 10,000 which, according to the club amounts to NIS 39,000 but that *"further amounts were reduced due to excess apartment expenses (the club provided the player with an apartment*)".

30. As the player was not in Israel in March, April and May 2020, he should not be entitled to compensation for those months, as well as the months during which the club could not perform the employment contract due to Covid19.

31. Should the DRC declare itself competent, it should limit the amount of compensation awarded to the player to one monthly salary of EUR 10,000 for the month of February 2020.

32. In his replica, the Claimant underlined that the club did not pay his salaries from February 2020 until May 2021.

33. In this respect, the Claimant argued that, following its clause 9, the contract was extended until May 2021.

34. As a result, the player amended his request and requested the payment of the following amounts:

Outstanding remuneration:
NIS 250,000, corresponding to his salaries from February 2020 to May 2020 (i.e. NIS 50,000*5)), plus 5% interest p.a. as from 1 June 2020;
NIS 55,986 as bonus for winning 21 games during the season 2019/2020 (i.e. NIS 2,666*21). The player submitted a list of matches in this regard (art. 6 of the contract).
NIS 1,033,330 for the season 2020/2021 (i.e. NIS 103,330*10) (art. 9 of the contract)
NIS 29,326 as bonuses for 11 matches during the season 2020/2021, plus 5% interest p.a. as from 1 June 2021
Compensation:
NIS 619,980, corresponding to 6 months of salaries, plus 5% interest p.a. as from 1 June 2021.

35. The player explained that he was not able to mitigate his damages since "*the contract remained in force until the end of the season 2021".*

36. As to the arbitration proceedings opened in Israel, the player considered that it does not respect the principles of a fair trial nor the principles contained in the FIFA Circular 1010.

37. In particular, the player stated that he did not have any influence whatsoever on the composition of the panel.

38. In its duplica, the Respondent insisted that the matter is still subject to litispendence.

39. In addition, the Respondent considered that the player's replica is a new claim and considered that "FIFA should ignore all of the new arguments raised in the Player's [replica]".

40. The Respondent considered that "the Player's new claim is clearly time-barred" since "*it has been filed at least two years and 3 months since the Player left Israel (in March 2020*)".

41. The Respondent requested to first decide on the issue of jurisdiction and lis pendens.

42. The Respondent explained that a hearing before the IFA Arbitration Tribunal is scheduled for 16 August 2022.

43. According to the Respondent, the player in fact agreed that the IFA Arbitration Tribunal is competent, but only argued that its authority "has expired".

44. In the opinion of the Respondent, the only reason for the length of the proceeding is the player's behaviour and his refusal to produce a statement of defines.

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II. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *the Chamber*) 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 15 May 2020 and submitted for decision on 21 July 2022. Taking into account the wording of art. 34 of the June 2022 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.

2. Subsequently, the Chamber referred to art. 2 par. 1 and art. 24 par. 1 lit. a) of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players, it is in principle competent to deal with an employment-related dispute with an international dimension such as the present one, which involves a Belgian player and an Israeli club.

3. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, and considering that the matter was presented to FIFA on 15 May 2020 it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (June 2022 edition), the March 2020 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

4. 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. Admissibility

5. The Chamber noted that, on 15 December 2019, the club lodged a claim against the player before the Arbitration Institute of the Israeli Football Association (IFAA) in relation to its contractual relationship with the player. On the other hand, the Chamber also noted that, on 15 May 2020 and given that the player did not recognise the IFAA as being compliant with FIFA Circular No. 1010, said player lodged a claim before FIFA against the club, by means of which he requested the payment of outstanding remuneration.

6. On this note, the Chamber also observed that, on 9 October 2020, the FIFA Administration decided to suspend the proceedings initiated in relation to the claim lodged by the player, given that, in principle, the matter was already pending before the IFAA.

7. However, the Chamber noted that, subsequently, on 3 May 2022, the player insisted in the continuation of the proceedings before FIFA, as he argued that no decision was rendered yet by the IFAA.

8. In relation to the matter of *lis pendens*, the Chamber considered it to be pertinent to underline that, in principle, the existence of *lis pendens* depends on, *inter alia*, that the actions must have the same subject matter and be between the same parties. Further to this, legal doctrine shows that serious reasons can exist and might justify a stay of proceedings if the proceedings before the national decision-making body had already reached an advanced stage. Put differently, it is relevant whether the other decision-making body will render a decision within a reasonable period of time.

9. Within this context, the Chamber took note of the fact that, upon information provided by Maccabi Petah Tikva FC, on 12 June 2022, Mr Hanoch Keinan, Arbitrator at the IFAA, rendered its "*Decision in Arbitration File 80-19/20*" by means of which, *inter alia*, determined that a *"preliminary hearing"* would be held on 16 August 2022. Given the aforementioned chronology of the proceedings before the IFAA, the Chamber first noted the significant time elapsed between the claim lodged by the club (i.e. 15 December 2019) and the establishment of a date for a *"preliminary hearing*" (i.e. 16 August 2022).

10. In the opinion of the Chamber, the significant time elapsed between both procedural stages serves as an indicator that the IFAA would be unable to render a decision within a reasonable period of time. In other words, the Chamber observed that the proceedings before the IFAA had not already reached an advanced stage. To the contrary, the Chamber was provided with information that would lead to conclude that the proceedings before the IFAA were still at a preliminary stage, even though the claim of the club was lodged more than two and a half years. The DRC is not convinced that the IFAA proceedings will be concluded soon as a first hearing has only been scheduled for August 2022.The Chamber further considered that, from the evidence on file, there is no proof that the player and the club were duly heard before the IFAA, whereas both parties already presented their respective position in writing before FIFA. Because of this, the Chamber understood that it is better equipped to render a decision than the IFAA.

11. In view of the above, the Chamber therefore considered that the Club failed to prove to FIFA at the relevant moment in time that the IFAA was expected to render a decision within a reasonable time.

12. Equally important, and with reference to art. 22 par. 1 lit. b) of the FIFA RSTP, the Chamber wished to underline that the Respondent had not provided any evidence that the IFAA was an independent arbitration tribunal that had been established at national level within the framework of the association and/or a collective bargaining agreement and which guaranteed fair proceedings and respected the principle of equal representation between players and clubs. Indeed, the Chamber deemed this of the utmost importance since a decision-making body of a member association of FIFA can only be competent when it complies with the aforementioned principles and the jurisdiction of said decision-making body is explicitly mentioned in the employment contract and/or a collective bargaining agreement. Whereas the contract contains a clear jurisdiction clause, the Respondent has not proven to the Chamber that the IFAA complied with the requirements of guaranteeing fair proceedings and respecting the principle of equal representation between players and clubs. As such, the FIFA DRC deemed that it was *per se* competent to adjudicate on the dispute between the player and the club, irrespective of any procedure pending at domestic level. In this regard, the Chamber also found it of importance that the player from the very start of the domestic proceedings objected to the competence of the IFAA and thus never accepted its jurisdiction.

13. Consequently, the Chamber unanimously agreed that the present proceedings are not to be stayed due to litispendence, and confirmed that the claim of the player is admissible.

d. Merits of the dispute

14. 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

15. The Chamber first noted that the player Mujangi Bia (the Claimant) and Maccabi Petah Tikva FC (the Respondent) concluded an employment contract valid, in principle, as from 1 June 2019 until 31 May 2020.

16. The Chamber then observed that the player lodged a claim before FIFA against the club, by means of which he claimed the payment of outstanding remuneration, while he explained that the contract was in fact valid until 31 May 2021 due to the provisions of clause 9 of the contract (cf. point 2 above).

17. In view of the above, the Chamber considered that, before examining any other issue, it shall determine the exact period of validity of the contract.

18. In relation to said issue, the Chamber observed that, indeed, the parties mutually agreed upon adding a handwritten clause to the contract, by means of which they convened to add an extension clause to the contract for one additional season in exchange of a remuneration in favour of the player in the amount of NIS 103,333 per month. In this respect, the Chamber carefully analysed the documentation gathered during the investigation and observed that the conditions for the extension of the contract appear to have been fulfilled. As a result, the Chamber established that the contract was valid for one additional season, i.e. until 31 May 2021, and that the player would be entitled to 10 instalments of NIS 100,333 each during the period of said extension.

19. The foregoing been established, the Chamber went on to analyse the main events leading to the dispute between the parties.

20. In particular, the Chamber observed that, after having signed an employment contract on 5 June 2019, the club lodged a claim against the player on 15 December 2019 before the IFAA by means of which it expressed its desire to no longer *"continue its relationship with the player*" since the player "*fails to meet the professional standards expected from a player*", while it asked a *"a declaratory order ordering the termination of the Agreement between the parties while awarding the amount of the damages the player is entitled to receive from the Team".*

21. From the contents of said requests, the Chamber first wished to underline that, on the basis of art. 14 of the Regulations, either party to an employment contract between a professional player and a club may terminate the contract if they deem to have a just cause for such a termination. In principle, said termination is usually notified to the counterparty in writing, but does not require any declaratory statement or notice from an official decision-making body.

22. At the same time, the Chamber also underlined that, in case of a dispute, it would be up to the competent decision-making body to establish whether a contractual breach occurred, with or without just cause, who is to be deemed responsible and what the consequences of such a breach would be (cf. art. 17 of the Regulations).

23. As a result, the Chamber understood that the claim lodged by the club on 15 December 2019 unequivocally confirms its decision of the Respondent to terminate the contract with the player.

24. Simultaneously, and referring to the request of the club before the IFAA, the Chamber also noted that the club requested before said body to award "*the amount of the damages the player is entitled to receive from the Team".* In other words, by acknowledging that it shall pay compensation to the player, the club *de facto* acknowledged that it was terminating the contract without just cause. For the sake of completeness, the Chamber also referred to its longstanding jurisprudence in accordance with which a player cannot be dismissed for alleged poor performance. Thus, the alleged poor or unsatisfactory performance cannot be considered as a just cause to terminate a contract.

25. Consequently, the Chamber established that the club terminated the contract without just cause on 15 December 2019 and, as a result, the player is entitled to compensation.

ii. Consequences

26. 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.

27. Before entering the determination of the payable compensation, the Chamber first remarked that the player is entitled to his outstanding remuneration.

28. The Chamber observed the claim of the player, and noted that he requested the payment of NIS 55,986 as bonus for winning 21 games during the season 2019/2020 (i.e. NIS 2,666*21), in accordance with art. 6 of the contract. The Chamber observed that the player supported his request with sufficient evidence.

29. On the other hand, the Chamber observed that the club did not contest that it did not pay said amount.

30. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent is liable to pay to the Claimant the outstanding bonus in the amount of NIS 55,986.

31. In addition, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as from the due date (i.e. the end of the season 2019/2020) until the date of effective payment.

32. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by the club in the case at stake. In doing so, 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.

33. In application of the relevant provision, the Chamber held that it first of all had to clarify whether the pertinent employment contract contained 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.

34. 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.

35. As a consequence, 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.

36. Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract until its term. In particular, the Chamber observed that the player would still receive from the club the amounts of NIS 200,000 for the rest of the season 2020, from February 2020 until 31 May 2020 (4* NIS 50,000), and for that for the season 2020-2021, he would be entitled to “103,333 NIS gross for 10 months”, i.e. NIS 1,033,330.

37. Thus, the Chamber established that the residual value of the contract is NIS 1,233,330 (i.e. NIS 200,000 + NIS 1,033,330), which serves as the basis for the determination of the amount of compensation for breach of contract.

38. In continuation, the Chamber verified 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 Chamber as well as art. 17 par. 1 lit. ii) 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 player’s general obligation to mitigate his damages.

39. In this respect, the Chamber noted that the player remained unemployed since the unilateral termination of the contract and only signed a contract on 28 January 2022, i.e. after the original date of expiration of his contract with Maccabi Petah Tikva FC (cf. point 16 above). The Chamber therefore established that the player did not mitigate his damages during the applicable period.

40. The Chamber referred to art. 17 par. 1 lit. ii) of the Regulations, according to which, in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.

41. In this respect, the Chamber decided to award the player compensation for breach of contract in the amount of NIS 1,233,330, as the residual value of the contract.

42. Lastly, taking into consideration the player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of the date of the claim until the date of effective payment.

iii. Compliance with monetary decisions

43. Finally, taking into account the applicable Regulations, the Chamber referred to art. 24bis par. 1 and 2 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.

44. In this regard, the Chamber 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.

45. Therefore, bearing in mind the above, the Chamber decided that the club must pay the full amount due (including all applicable interest) to the player within 45 days of notification of the decision, failing which, at the request of the creditor, 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 club in accordance with art. 24bis par. 2, 4, and 7 of the Regulations.

46. The club shall make full payment (including all applicable interest) to the bank account provided by the player in the Bank Account Registration Form.

47. The 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. 8 of the Regulations.

e. Costs

48. 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.

49. Furthermore, 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.

50. Lastly, the Chamber concluded its deliberations by rejecting any other requests for relief made by any of the parties.

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III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Mujangi Bia, is admissible.

2. The claim of the Claimant is partially accepted.

3. The Respondent, Maccabi Petah Tikva FC, has to pay to the Claimant, the following amounts:

   NIS 55,986 as outstanding bonus, plus 5% interest p.a. as from 1 June 2020 until the date of effective payment**.**
   NIS 1,233,330 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 15 May 2020 until the date of effective payment.

4. Any further claims of the Claimant are rejected.

5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.

6. Pursuant to art. 24 bis of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **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 the ban shall be of up to 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 made by the end of the three entire and consecutive registration periods.

7. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.

8. This decision is rendered without costs.

For the Football Tribunal:

Emilio García Silvero
Chief Legal & Compliance Officer

FIFA FOOTBALL TRIBUNAL

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).

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