FIFA FOOTBALL TRIBUNAL

Decision of the Dispute Resolution Chamber

passed on 4 August 2022

regarding an employment-related dispute concerning the player Emil Velic

COMPOSITION:

Omar Ongaro (Italy), Deputy Chairperson
Laurel Vaurasi (Fiji), member
Khadija Timera (Senegal), member

CLAIMANT:

Emil Velic, Slovenia
Represented by Drazen Nikolic and Anja Draganic

RESPONDENT:

Xanthi FC, Greece

FIFA FOOTBALL TRIBUNAL

I. Facts of the case

1. On 29 September 2020, the Slovenian player Emil Velic (hereinafter: *the player* or *the Claimant*) and the Greek club Xanthi FC (hereinafter: *the club* or *the Respondent*) concluded a private agreement (hereinafter: *the agreement*) stating that the parties entered into a one-year contract from 1 July 2021 until 30 June 2022.

2. Moreover, the agreement entitles the player to receive from the club a car, two air tickets and a bonus of EUR 150 net for every game in which he participates and the team wins with a clean sheet.

3. The last paragraph of the agreement states: *"The contractual parties are consent that all possible disputes that might arise from this contract will be settled upon FIFA-DRC (Dispute Resolution Chamber)".*

4. On 1 July 2021, the parties concluded an employment contract valid from 1 July 2021 until 30 June 2022 (hereinafter: *the contract*).

5. Article 1 of the contract states that the Respondent was competing in the "*SL 2 National Division*".

6. Article 4.1 of the contract states that the player would receive from the club a monthly salary amounting to EUR 1,055 to be paid no later than the end of each month for 12 months a year. In addition, the player would receive from the club a Christmas gift (equal to a monthly salary) and an Easter gift (equal to half of a monthly salary) as well as, a leave allowance (equal to half of a monthly salary).

7. Article 4.4 of the contract states that the player shall receive a total amount of EUR 51,700 net payable in 6 instalments as follows:

    1) EUR 1,800 on 31 August 2021;
    2) EUR 12,025 on 30 September 2021;
    3) EUR 12,025 on 31 October 2021;
    4) EUR 1,800 on 31 January 2022;
    5) EUR 12,025 on 31 March 2022 and
    6) EUR 12,025 on 31 May 2022.

8. Article 10 of the contract states*: "Any dispute between the parties is resolved by the First Instance Committee for the Settlement of Financial Disputes and in the second instance by the Arbitration Court of the HFF".*

9. According to the information available in the Transfer Matching System (TMS), on 15 February 2021, the player was transferred on loan from the Respondent to the Bosnian club FK Mladost Doboj (hereinafter: *Mladost*) until 30 June 2021.

10. In the relevant loan agreement concluded between the Respondent and Mladost it is indicated that the Respondent signed an employment contract with the Claimant valid from 29 September 2020 until 30 June 2022.

11. On 17 February 2021, the player and the club signed a declaration (hereinafter: *the declaration*) by means of which the player stated: " (...) *After my departure on a loan basis from Xanthi FC full payment of all my payroll took place, via transfer on my bank account. Thoroughly: Payroll proportion February 47.75 euros, Easter bonus proportion 165.42 euros, leave allowance 85.35 euros, total 298.52 euros. Moreover, it is agreed the amount of 24,825 euros which represents any amount on future instalments for my release from the team, INSTALLMENT A 12,412.50 euros on 31/03/2021, the amount of 12,412.50 euros INSTALLMENT B on 31/05/2021. After these I have no other financial or other claim towards XANTHI F.C. Also, I declare that with my consent, there was a withholding from my January salary of the amount of 100 euros to pay my obligation to the Panhellenic Association of Remunerated Football players. (PSAP). After these I have no other financial or contractual claim towards XANTHI F.C*".

12. On 9 September 2021, the player sent an email to the club enclosing a letter dated 8 September 2021 which states that the Respondent owed him two monthly salaries amounting to EUR 2,110 (EUR 1,055 x 2, cf. article 4.1 of the contract) related to the months of July and August 2021, and EUR 1,800 as the first instalment (cf. article 4.4 of the contract). Moreover, in the same letter, the player stated that based on the agreement the club should have provided him two air tickets and a car, but the club did not provide him the air ticket for going to Greece, neither the club informed nor invited him to join the club´s preseason trainings, which have started during July 2021. Furthermore, the player stated that the club has ignored his emails and requests to join the club's team. The player requested the club to pay him the total amount of EUR 3,910 within the next 15 days and to provide the player two-flight tickets and a car. Finally, the player warned the club that in case it would not pay the requested amounts by the given deadline, he would be forced to unilaterally terminate the contract (cf. art. 14bis of the Regulations on the Status and Transfer of Players - RSTP).

13. On 27 September 2021, taking into account that the club did not react to the previous email, the player notified the club the termination of their contractual relationship (hereinafter: *the termination letter*).

14. On 27 September 2021, the club replied to the termination letter stating not having any obligation towards the player since 30 June 2021, date in which their cooperation was terminated. In particular, the club stated that the only contract signed between the parties is the agreement concluded on 29 September 2020 valid for the season

2020/2021, *i.e.* 30 June 2021. The club added not having any contract with the player valid from 1 July 2021. The club stressed that this fact was also proven by the declaration stating that all the financial obligations of the club were met and that the player did not have any other claim after leaving the team and being transferred on loan to Mladost until 30 June 2021. Furthermore, the club held that the contract dated 1 July 2021 was signed prior to that date and under the condition precedent of the qualification of the club to the Super league 1 at the end of the season 2020/2021. Since the team failed to qualify to the first category, the condition was not met and subsequently this contract was never activated.

15. According to the player, on 7 December 2021 he signed a contract with the Slovenian club, NK Radomjle valid until 30 June 2023 involving a monthly salary of EUR 3,000 gross (which according to the player is equivalent to EUR 2,000 net).

II. Proceedings before FIFA

16. On 1 December 2021, 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

17. The player lodged a claim against the club before FIFA for outstanding remuneration and compensation due to the termination of the employment relationship by him with just cause (cf. art. 14bis of the RSTP).

18. The player argued that he was willing to fulfil his duties based on the agreement and the contract, but the club denied him his right to play and work.

19. In particular, the player claimed that the club ignored him by not providing the flight ticket to join the club in Greece and by not paying his remuneration since 1 July 2021. The player further argued that the club did not inform him when the season started, nor on which date he was expected to be at the club or when trainings would start. The player added that after it was obvious that the Respondent was ignoring all his requests and the contract itself, he sent the termination letter. In respect of the above, the player enclosed two emails sent to the club in July 2021 requesting to join trainings.

20. In light of the above, the player requested FIFA to order the club to pay the following amounts:

1) EUR 2,110 as monthly salaries for July and August 2021, plus interest of 5% *p.a.* as follows:

- For month of July 2021 interest on EUR 1,055 as of 1 August 2021 until full payment;

- For month of August 2021 interest on EUR 1,055 as of 1 September 2021 until full payment;

2) EUR 1,800 as first instalment (cf. article 4.4 of the contract), plus interest of 5% *p.a.* as of 31 August 2021 until full payment;

3) EUR 10,550 as lost income in damages for salaries in the period from 1 September 2021 until 30 June 2022 (the rest of ten monthly salaries in amount of EUR 1,055 each) plus interest of 5% *p.a.* as of 27 September 2021 until full payment; and

4) EUR 49,900 on the name of the lost income in damages for signing the contract (the rest of the instalments cf. article 4.4 of the contract) plus interest of 5% *p.a.* as of 27 September 2021 until full payment.

21. Finally, the player claimed that sporting sanctions should be imposed on the club.

b. Position of the Respondent

22. The Respondent contested FIFA´s competence arguing that the contract recognized in its article 10 the First Instance Committee for the Settlement of Financial Disputes of HFF (hereinafter: *the HFF Committee*) as the competent body to examine this case.

23. The Respondent stated that the HFF Committee complies with FIFA regulations guaranteeing the principle of parity and fair proceedings. In particular, the Respondent referred to articles 4, 14 and 53 of the Procedural Regulations of the HFF Committee. Moreover, the Respondent stated that the aforementioned has been confirmed by the Decision No. 30/2007 passed by the HFF Committee and by the FIFA Dispute Resolution Chamber (DRC) (cf. decisions 65349, 65412 and 65972). The Respondent did not enclose documentary evidence in support of the above.

24. With regard to the substance, the Respondent requested FIFA to dismiss the claim in its entirety since the employment relationship with the player finished on 30 June 2021, and it had fulfilled all its financial obligations towards him based on the declaration.

25. The Respondent confirmed having signed different contracts with the Claimant before 1 July 2021, enclosing copies of them. The ones which are relevant to the matter at hand are the following:

1) Contract dated 1 July 2021 valid as from 1 July 2021 (referring to Super League 2) until 30 June 2022 (season 2021/2022). The Respondent argued that this contract was signed as a preliminary agreement for the parties to establish the conditions in case they would decide to sign for one more year. This specimen is signed by both parties;

2) Contract dated 1 July 2021 valid as from 1 July 2021 (referring to Super League 1) until 30 June 2022 (season 2021/2022). The Respondent stated that this contract was concluded under the condition that the club would qualify for the Super League 1 and since the Respondent did not qualify, it was never activated. Nonetheless, this contract does not specify any condition and it is only signed by the player; and

3) Private agreement dated 29 September 2020 (season 2021/2022). The Respondent argued that since the parties did not negotiate a contract for the 2021/2022 season, this agreement is not valid by itself. This agreement is identical to the one provided by the player (*i.e.* the contract).

26. In particular, the Respondent argued that the contract provided by the player and the contract provided by the club for the season 2021/2022 referring to the Super League 2 could be tampered since they show the following differences:

27.

Clause	**Contract provided by the player**	**Contract provided by the club**
4.2	Not bonuses agreed	Bonuses agreed as standard club´s practice
4.5	Medical insurance through Super League 2	Medical insurance through Super League 1
4.8; 4.9; 4.11; 5.5 and 5.6	Lines	No lines
Club´s stamp	Bigger stamp	Smaller stamp

28. In continuation, the Respondent confirmed that on 15 February 2021 the player was transferred on loan to Mladost and alleged that two days after the player´s departure, *i.e.* on 17 February 2021, he signed the declaration stating that the club fulfilled all its financial obligations and acknowledging not having any further claim against it. Therefore, the Respondent argued that the Claimant does not have legal basis to seek any further amount.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

29. 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 1 December 2021 and submitted for decision on 4 August 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.

30. 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, par. 1, lit. b) of the Regulations on the Status and Transfer of Players (July 2022 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 Slovenian player and a Greek club.

31. The Chamber further noted that the Respondent contested the competence of FIFA's deciding bodies in favour of the HFF Committee, alleging that the latter is competent to deal with any dispute deriving from the relevant employment contract and agreement.

32. Taking into account all the above, the Chamber emphasised that in accordance with art. 22, par. 1, lit. b) of the Regulations on the Status and Transfer of Players, FIFA is, in principle, competent to hear an employment-related dispute between a club and a player of an international dimension. Nevertheless, the parties may explicitly opt in writing for such dispute to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs. Equally, the Chamber referred to the principles contained in the FIFA National Dispute Resolution Chamber (NDRC) Standard Regulations, which came into force on 1 January 2008.

33. In this context, Chamber pointed out that it should first analyse whether the employment contract at the basis of the present dispute contained a clear and exclusive jurisdiction clause in favour of the HFF Committee. In doing so, it noted that the employment relationship between the parties is based on both the agreement and the contract. Both documents have different jurisdictional clauses in cases of potential disputes between the parties. On the one hand, the agreement states, "*The contractual parties are consent that all possible disputes that might arise from this contract will be settled upon FIFA-DRC (Dispute Resolution Chamber)".* On the other hand, the contract states, *"Any dispute*

between the parties is resolved by the First Instance Committee for the Settlement of Financial Disputes and in the second instance by the Arbitration Court of the HFF".

34. The Chamber, after analysing the wording of the cited jurisdiction clauses, concluded that they did not clearly and exclusively establish the competence of the HFF Committee on an exclusive basis in line with art. 22 par. 1 lit. b) of the aforementioned Regulations. In fact, the DRC underlined that the two cited provisions contradict each other.

35. As a consequence, the Chamber was of the opinion that the first pre-requisite for establishing the competence of an NDRC was not met, and therefore, it established that the Respondent's objection to the competence of FIFA to deal with the present matter had to be rejected. It followed that the Dispute Resolution Chamber is competent, on the basis of art. 22, par. 1 lit. b) of the Regulations on the Status and Transfer of Players, to consider the present matter as to the substance.

36. For the sake of completeness, and even if the above was not the case, the Chamber wished to clarify the further pre-requisites for establishing the competence of a NDRC. The Chamber namely referred to principle of equal representation of players and clubs and underlined that this principle is one of the very fundamental elements to be fulfilled, in order for a national dispute resolution chamber to be recognised as such. Indeed, this prerequisite is mentioned in the Regulations on the Status and Transfer of Players, in the FIFA Circular no. 1010 as well as in art. 3 par. 1 of the NDRC Regulations, which illustrates the aforementioned principle as follows: *"The NDRC shall be composed of the following members, who shall serve a four-year renewable mandate: a) a chairman and a deputy chairman chosen by consensus by the player and club representatives (…); b) between three and ten player representatives who are elected or appointed either on proposal of the players' associations affiliated to FIFPro, or, where no such associations exist, on the basis of a selection process agreed by FIFA and FIFPro; c) between three and ten club representatives (…)."* In this respect, the FIFA Circular no. 1010 states the following: *"The parties must have equal influence over the appointment of arbitrators. This means for example that every party shall have the right to appoint an arbitrator and the two appointed arbitrators appoint the chairman of the arbitration tribunal (…). Where arbitrators are to be selected from a predetermined list, every interest group that is represented must be able to exercise equal influence over the compilation of the arbitrator list"*.

37. With the aforementioned principles in mind, the Chamber went on to examine the documentation presented by the Respondent and noted that in fact no documentation in support of the above had been provided by the Respondent. As a consequence, the Chamber was of the opinion that the club failed to prove that the HFF Committee indeed respects the principle of equal representation of players and clubs, at that FIFA was competent to entertain the matter at hand.

38. 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 (July 2022 edition), and considering that the present claim was lodged on 1 December 2021, 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

39. 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

40. 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

41. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the main divergent point between the parties is whether an employment relationship exists between them as from 1 July 2021 and for the season 2021/2022.

42. The DRC was mindful also that on the one hand, the player argues having terminated the contract on 27 September 2021 with just cause. On the other hand, the club argues that the employment relationship between the parties expired on 30 June 2021 and not having any outstanding amount towards the player based on the declaration signed by the latter.

43. The DRC additionally recalled that the player provided FIFA with copy of the agreement and the contract, both of which are signed by both parties, whilst the club held the following:

a. With regard to the contract, the club pointed out some differences between the two versions and argued having signed five different contracts prior to the 1 July 2021.

Also, it stressed that the contract was concluded between the parties as a preliminary agreement and in case the parties would like to continue their relationship for the season 2021/2022, they should sign another contract;

b. With regard to the agreement: in spite of the fact that versions provided by both parties are identical, the club argued that the validity of the agreement was depending on the existence of an employment contract between the parties for the season 2021/2022. According to the club, since the player left on loan there was no employment relationship and consequently the agreement was not valid.

44. In light of the above, the DRC concluded that the differences pointed out by the club could have been caused by the multiple dates and by signing many different contracts at the same time. Nonetheless, it found important to note that the amounts requested by the player are identical in both versions of the contract. As such, the DRC remarked that the club should act diligently by checking carefully the content of the contract at hand before adding its signature. As a result, the Chamber decided that the differences raised by the club do not have an impact on the validity of the version provided by the player.

45. What is more, the DRC underlined that the contract is signed by both parties and there is no indication in its wording that it was a preliminary agreement nor that it was conditioned to any certain future fact. Along these lines, the DRC also confirmed that, conversely to the club's position, the agreement was signed by both parties and was valid and binding to the parties.

46. In light of all the above, the DRC concluded that the parties had an employment relationship based on the contract and the agreement valid until 30 June 2022.

47. Having established the above, the Chamber moved on to the second issue at stake, which is the termination of the employment relationship as argued by the player, who held having terminated the contract on 27 September 2021 due to the lack of interest from the club.

48. On this note, the club did not contest having received the termination letter and, in fact, replied to it on the same date. As a result, the Chamber was comfortable to consider that on 27 September 2021 the player terminated the employment relationship.

49. Subsequently, the DRC moved to the analysis whether the termination of the contract by the player was with or without just cause, and the consequences thereto.

50. On one hand, the Claimant argued that the club ignored him by not providing information about where and when he should have joined the team for trainings and the relevant flight ticket. In addition, the Claimant argued that the Respondent failed to pay his remuneration as from 1 July 2021 until the date of termination. On the other hand, the

Respondent´s main argument was not having a contractual relationship with the Claimant after 30 June 2021 – something that the Chamber had already set aside.

51. In continuation, the DRC noted that the Claimant presented evidence of having requested twice in July 2021 to join the Respondent's team, and that moreover the player sent a default notice to the Respondent granting 15 days to honour its obligations prior to the termination letter.

52. The Chamber then referred to the wording of art. 14bis par. 1 of the Regulations, in accordance with which, if a club unlawfully fails to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).

53. The Chamber also noted that in the case at hand the Respondent bore the burden of proving that it indeed complied with the financial terms of the contract concluded between the parties. The Chamber was observant of the Respondent´s allegation regarding the declaration, which was in fact signed by both parties and based on which the Claimant declared to not have any other financial or contractual claim towards the Respondent.

54. Nevertheless, the Chamber confirmed that the declaration pertained solely to the agreement and not the contract in light of its clear wording, and therefore the argumentation submitted by the club had to be rejected. As such, the DRC decided that there was no evidence on file capable of justifying the non-payment of the amounts claimed as outstanding by the Claimant.

55. As a consequence, taking into account the specific circumstances of this case, the Chamber concluded that the Claimant had a just cause to unilaterally terminate the contractual relationship with the Respondent, based on art. 14bis of the Regulations.

ii. Consequences

56. 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.

57. The Chamber observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, is equivalent to EUR 3,910. 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 amounts which were outstanding under the contract at the moment of the termination.

58. 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 their due dates until the date of effective payment.

59. 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.

60. In application of the relevant provision, the Chamber held that it first of all had to clarify as to 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. 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.

61. As a consequence, the members of the Chamber determined that the amount of compensation payable by the club to the player 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.

62. 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 from the date of its unilateral termination until its end date. Consequently, the Chamber concluded that the amount of EUR 60,450 gross (*i.e.* the residual value of the contract from September 2021 to June 2022) serves as the basis for the determination of the amount of compensation for breach of contract.

63. 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 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.

64. Indeed, the player found employment with NK Radomjle. In accordance with the pertinent employment contract, the player was entitled to a total of EUR 21,000 gross. Therefore, the Chamber concluded that the player mitigated his damages in the total amount.

65. Subsequently, the Chamber referred to art. 17 par. 1 lit. ii) of the Regulations, according to which a player is entitled to an amount corresponding to three monthly salaries as additional compensation should the termination of the employment contract at stake be due to overdue payables. In the case at hand, the Chamber confirmed that the contract termination took place due to said reason i.e. overdue payables by the club, and therefore decided that the player shall receive additional compensation.

66. In this respect, the DRC decided to award the amount of additional compensation of USD EUR 3,165, *i.e*. three times the monthly remuneration of the player under the contract.

67. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of EUR 42,615 to the player (*i.e.* EUR 60,450 minus EUR 21,000 plus EUR 3,165), which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.

68. 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 claim until the date of effective payment.

iii. Sporting sanctions

69. The Chamber noted that the Respondent had also on several occasions in the recent past been held liable by the Football Tribunal for the early termination of the employment contracts without just cause, namely in the following cases: FPSD- 5837, decision of 6 July 2022; FPSD-6047, decision of 6 July 2022; and FPSD-5999, decision of 6 July 2022.

70. Under article 17 par. 4 of the Regulations, in addition to the obligation to pay compensation (if any), sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period.

71. As to the protected period, this is defined in the Regulations as *"a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire*

seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional".

72. In the present case, the player was younger than 28 years old when he signed the contract. For three years or three entire seasons had not elapsed by the time the contract was terminated, the Chamber confirmed that said termination took place within the protected period.

73. At the same time, the DRC recalled that both (a) the player terminated the contract with just cause, as the club had was found to have breached of the employment contract, and (b) the club was a repeat offender in this respect. As such, and by virtue of art. 17 par. 4 of the Regulations, the Chamber decided that the Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

74. For the sake of completeness, the Chamber recalled that in accordance with article 24 par. 3 lit. a) of the Regulations, the consequences for failure to pay relevant amounts in due time may be excluded where the Football Tribunal has imposed a sporting sanction on the basis of article 17 in the same case. Consequently, the Chamber confirmed that the consequences for failure to pay relevant amounts in due time envisaged by art. 24 of the Regulations were excluded in the present matter, and that should the Respondent fail to timely comply with this decision, it would be for the FIFA Disciplinary Committee to adopt the necessary measures in accordance with the FIFA Disciplinary Code.

d. Costs

75. 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.

76. 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.

77. 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, Emil Velic, is admissible.

2. The claim of the Claimant is partially accepted.

3. The Respondent, Xanthi FC, has to pay to the Claimant the following amounts:

   a. EUR 1,055 as outstanding remuneration plus 5% interest *p.a.* as from 1 August 2021 until the date of effective payment;
   b. EUR 1,80 as outstanding remuneration plus 5% interest *p.a.* as from 31 August 2021 until the date of effective payment;
   c. EUR 1,055 as outstanding remuneration plus 5% interest *p.a.* as from 1 September 2021 until the date of effective payment;
   d. EUR 42,615 as compensation for breach of contract without just cause plus 5% interest *p.a.* as from 1 December 2021 until the date of effective payment.

4. Any further claims of the Claimant are rejected.

5. Full payment shall be made to the bank account indicated in the enclosed Bank Account Registration Form.

6. The Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

7. If full payment is not made **within 45 days** of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee.

8. 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).

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