

Decision of the Dispute Resolution Chamber

passed on 18 April 2024

regarding an employment-related dispute concerning
the player **Ahmed Ayman Shamsaldin Abdalaz**

COMPOSITION:

Martín AULETTA (Argentina), Deputy Chairperson
Roy VERMEER (The Netherlands), member
Khalid AWAD AL-THEBITY (Saudi Arabia), member

CLAIMANT:

Ahmed Ayman Shamsaldin Abdalaz, Egypt
Represented by Slim Boulasnem

RESPONDENT:

Jabala, Syria

I. Facts of the case

1. On an unspecified date, the Egyptian player, Ahmed Ayman Shamsaldin Abdalaz (hereinafter: *the Claimant* or *the player*) and the Syrian club, Jabala (hereinafter: *the Respondent* or *the club*) concluded an employment contract (hereinafter: *the contract*).
2. The player was born on 2 August 1993.
3. Clause 3 of the contract reads as follows: *"An amount of 1700\$-as a Monthly salary to be paid at the end of every month as of 1/11/2023 until 1/6/2024"*
4. On 1 January 2024, the Claimant put the Respondent in default and requested payment of USD 3,400 corresponding to December 2023 and January 2024 salaries, setting a time limit of 10 days. Moreover, the Claimant indicated that *"the club is illegally withholding the player's passport and refusing to return it, leaving him stranded in a foreign country in a delicate situation despite the fact that it is his only identity document"*. Finally, the Claimant requested the club to provide with a signed copy of the contract and his passport within 72 hours and to take all necessary steps in order for the player to obtain a valid visa.
5. In accordance with the Claimant, on 13 January 2024 during a first-team away match, the player was removed from the team bus before departure and was told by the club's representatives to stop training.
6. 14 January 2024, the player sent to the club the following notice:

"The player was excluded from the bus on Saturday 13 January 2024 and was banned from training by the management because he sent a formal notice.

Consequently, I am giving you 24 hours to return the player's passport and reinstate him in training with the club's first team, failing which I will initiate disciplinary proceedings with FIFA; I would remind you that the deadline for payment of the arrears expires in 3 days' time."
7. In accordance with the Claimant, on an unspecified date, the player warned the club that he would go to the Egyptian and Syrian diplomatic authorities in order to recover his passport.
8. In accordance with the Claimant, on 21 January 2024, the player's passport was returned, and a visa was issued until 27 April 2024.
9. On 27 January 2024, the player sent a termination notice considering that the club failed to fulfil its financial obligations and the club's abusive behavior.

10. On 12 February 2024, the player signed an employment contract with the Jordanian club, Al-Salt Club valid as from 7 February 2024 until the end of the season 2023/2024 (i.e., 30 May 2024 as per Transfer Matching System (TMS)), including a total salary of USD 9,000.

II. Proceedings before FIFA

11. On 20 February 2024, 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

12. The Claimant lodged a claim against the Respondent for breach of contract. In his claim, the player argued that the club failed to fulfil its financial obligation and had an abusive behaviour.
13. The player considered that he had just cause to terminate the contract considering that (i) the club failed to pay 2 salaries, (ii) the club prevented the player to train/play, (iii) the lack of administrative regularisation, (iv) the absence of replies to the letters from the player and (iv) the club retained the passport, and was only returned after he warned the club that he would go to his country diplomatic authorities in Syria.
14. As to his return, the player added that he had to borrow money to pay for the taxi to the Lebanese border (USD 150) and to pay for the return ticket his country BHD 67.80. and travelled through "*high-risk areas (terrorism and war)*".
15. The player requested the following amounts:
 - Outstanding salaries (quoted *verbatim*)
 - USD 1700 salaire du 1/12/2023, + 5% d'intérêts p.a. à partir du 1/12/2023;
 - USD 1700 salaire du 1/12, + 5% d'intérêts p.a. à partir du 1/101/2024 »
 - Compensation for breach of contract
 - USD 10,200 (salaries from February to June) plus 5 % interest as from 27 January 2024.
 - Specificity of sports
 - "*In this case, in light of the club's extremely abusive behaviour towards the player which rendered the player unemployed and forced him to put his life in danger during a two-day trip to one of the most dangerous areas in the region the Middle East, the concept of the specificity of sport must be applied in order to must be applied in order to duly take into account the facts of the case.*"

Thus, the equivalent of one season's salary, i.e. the equivalent of the duration of the contract, is claimed sport specificity."

- To apply sporting sanctions.
- Legal fees of EUR 5,000.

b. Position of the Respondent

16. The Respondent failed to provide its position within the timeframe granted.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

17. 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 20 February 2024 and submitted for decision on 18 April 2024. Taking into account the wording of art. 34 of the March 2023 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.
18. 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. lit. b) of the Regulations on the Status and Transfer of Players (February 2024 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between an Egyptian player and a Syrian club.
19. 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 (February 2024 edition), and considering that the present claim was lodged on 20 February 2024, the aforementioned edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

20. 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 TMS.

c. Merits of the dispute

21. 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

22. The foregoing having been established, the Chamber moved to the substance of the matter and first took note of the allegation of the player that the club, through its abusive and deliberate conduct, forced the termination of the contract by the player. In particular, the Chamber noted that the player claims that the club failed to pay 2 salaries, the club prevented him to train/play, the lack of administrative regularisation and lastly the allegation that the club retained his passport.
23. In continuation, the Chamber took note that the Respondent failed to present its reply to the claim, and therefore the decision would be made on the basis of the documentation on file, that is, the argumentation and evidence filed by the Claimant, in line with article 14 par. 1 of the Procedural Rules.
24. Before entering the analysis of this specific case, the Chamber deemed it appropriate to remind the parties that only a breach or misconduct which is of a certain severity justifies the termination of a contract. In other words, only when there are objective criteria which do not reasonably permit to expect the continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order to ensure the fulfilment of the contractual duties by the counterparty, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only ever be an *ultima ratio* measure.
25. Bearing in mind the foregoing, the Chamber observed that at the moment of termination (i) one salary was due (December 2023), (ii) 2 default notices were sent to remedy this situation, however, both remained uncontested, (iii) the Claimant requested in 2 different opportunities to the club to return his passport, to no avail and (iv) that Claimant was prevented to train/play which also remained uncontested by the club. In this context, the Chamber concluded that the circumstances of the present case are in line with art. 14 of the Regulations, in that it was not reasonable for the player to conclude that the employment relationship could subsist, and therefore the player had a just cause to terminate the contract.

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. The Chamber observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, are equivalent to two salaries under the contract, amounting to USD 3,400 (December 2023 and January 2024).
28. 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, i.e., USD 3,400.
29. 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 follows:
 - On the amount of USD 1,700 as from 1 January 2024 until the date of effective payment.
 - On the amount of USD 1,700 as from 27 February 2024 until the date of effective payment.
30. 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.
31. 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.
32. 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.

33. 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 USD 6,800 serves as the basis for the determination of the amount of compensation for breach of contract.
34. 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.
35. Indeed, the player found employment with Al-Salt Club. In accordance with the pertinent employment contract the player mitigated his damages in the total amount of USD 9,000, and therefore the entirety of the equivalent to the residual value of the contract.
36. 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 one of the reasons for termination was overdue payables by the club, and therefore decided that the player shall receive additional compensation.
37. In this respect, the DRC decided to award the amount of additional compensation of USD 5,100 i.e., three times the monthly remuneration of the player.
38. 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 USD 5,100 to the player, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
39. 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 27 January 2024 until the date of effective payment.

iii. Sporting sanctions

40. In continuation, the Chamber focused on the further consequences of the breach of contract in question and, in this respect, it addressed the question of sporting sanctions against the club in accordance with art. 17 par. 4 of the Regulations. The cited provision

stipulates that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract during the protected period.

41. In this respect, the Chamber referred to item 7 of the “Definitions” section of the Regulations, which stipulates *inter alia* that the protected period shall last “for 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”.
42. Furthermore, the Chamber took note that the player was born on 2 August 1993 and the relevant contract with the club was concluded at the latest on 1 November 2023 (cf. clause 4 of the contract). Furthermore, the Chamber noted that the club terminated the contract without just cause on 27 January 2024. The breach of contract by the club had therefore occurred within the protected period.
43. At the same time, the DRC recalled that the club terminated the contract without just cause. 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. In this respect, the Chamber wished to emphasize that the behaviour adopted by the club by retaining the player’s passport and remaining silent upon the player’s request to return it, sets an unacceptable and concerning precedent. This action not only disregards the player’s rights but also undermines the very essence of fair and ethical contractual agreements, and it also constitutes a blatant disregard to the Regulations. The DRC was of the unanimous opinion that such disregard and neglect of a club towards its players has no place in professional football and shall be penalised accordingly.
44. On this note, the DRC remarked that the wording of the Regulations allows it a significant degree of discretion to apply sporting sanctions on every case where the conditions of art. 17 par. 4 of the Regulations are met, that is, even if the Respondent is not deemed as a repeated offender, which is only a factor taken into account by the DRC when deciding whether to impose sporting sanctions on a club – a faculty the Chamber is prepared to use given the serious circumstances of the matter at hand.
45. Indeed, the DRC wished to underline that, as confirmed by the CAS on various occasions (e.g. CAS 2014/A/3754 and CAS 2017/A/5056, 5069), the DRC’s policy to not impose sporting sanctions in every single case where it has the power to do so, does not mean that it cannot impose them in other situations where the prerequisites of art. 17 par. 4 of the Regulations are fulfilled and the circumstances so warrant, such as *in casu*. Said rule 4 is sufficiently clear to fully respect the principles of legality and predictability, which require that the connection between the incriminated behaviour and the sanction must be clearly and previously defined by law. Put differently, players and clubs must be aware – and are

indeed put in a position to be aware – that to breach a contract within the protected period may lead to sporting sanctions being imposed by the DRC, especially when the relevant breach is so blatant and unjustified as in the matter at hand.

46. 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

47. 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.
48. 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.
49. 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, Ahmed Ayman Shamsaldin Abdalaz, is partially accepted.
2. The Respondent, Jabala, must pay to the Claimant the following amounts:
 - **USD 1,700 as outstanding remuneration** plus 5% interest *p.a.* as from 1 January 2024 until the date of effective payment;
 - **USD 1,700 as outstanding remuneration** plus 5% interest *p.a.* as from 27 January 2024 until the date of effective payment;
 - **USD 5,100 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 27 January 2024 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. 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.
6. If full payment is not made within **30 days** of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee.
7. 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 Governing the Football Tribunal).

CONTACT INFORMATION

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