

Decision of the Dispute Resolution Chamber

passed on 2 April 2024

regarding an employment-related dispute concerning
the player Andreas Tatos

BY:

Andrés DOS SANTOS MEGALE (Brazil)

CLAIMANT:

Andreas Tatos, Greece

RESPONDENT:

3Gen Holding Elazigspor, Turkey

I. Facts of the case

1. On 21 July 2017, the player and 3Gen Holding Elazigspor concluded an employment contract valid as from 27 July 2017 until 31 May 2019.
2. On 10 October 2019, following a claim of the player, the DRC issued a decision (no. 19-00026/sil) awarding the Player EUR 110,000 as outstanding remuneration plus interest as from the due dates, and EUR 79,000 as compensation.
3. The Club failed to comply with the decision, leading to a registration ban imposed on the club.
4. On 14 January 2022, the parties reached a settlement agreement, according to which the Club agreed to pay EUR 25,000 immediately, and the remaining EUR 164,000, plus interest, due by 30 January 2023.

II. Proceedings before FIFA

5. In its reply, the Respondent disputed the accuracy of the amount claimed by the Claimant, asserting that the necessary deductions have not been made.
6. The Respondent further argued that it is obvious that the claimant cannot bring a claim on the basis of the previous DRC decision because two years have passed, and that his claim is out of time.
7. In his replica, the Claimant clarified that the club paid of EUR 25,000 on 21 January 2022
8. In its duplica, the Respondent acknowledge a debt of EUR 164,000.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

1. First of all, the Judge of the Dispute Resolution Chamber (hereinafter also referred to as Judge) analysed whether he was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 19 November 2023 and submitted for decision on 2 April 2024. Taking into account the wording of art. 34 of the May 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.
2. Subsequently, the Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (May 2023 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 Greek player and a Turkish club.
3. Subsequently, the Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (May 2023 edition), and considering that the present claim was lodged on 19 November 2023, the May 2023 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

4. The Judge 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 Judge 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

5. Its competence and the applicable regulations having been established, the Judge entered into the merits of the dispute. In this respect, the Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Judge emphasised that in the following considerations he will refer only to the facts,

arguments and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

i. Main legal discussion and considerations

6. The foregoing having been established, the Judge moved to the substance of the matter. In particular, the Judge noted that the player lodged a claim for outstanding remuneration only arising from a settlement agreement signed after a previous FIFA decision.
7. In this respect, the Judge noted that this settlement superseded the decision of the Dispute Resolution Chamber.
8. Moreover, the Judge observed that, during the proceedings, the parties concurred that the amount of EUR 164,000 is still outstanding.
9. Therefore, the Judge only confirmed this acknowledgement.
10. In addition, taking into consideration the Claimant's request as well as the constant practice of the Judge in this regard, the Judge decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as from the due date until the date of effective payment.

ii. Compliance with monetary decisions

11. Finally, taking into account the applicable Regulations, the Judge referred to art. 24 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.
12. In this regard, the Judge 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.
13. Therefore, bearing in mind the above, the DRC decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, 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 Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

14. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
15. The Judge 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. 24 par. 8 of the Regulations.

d. Costs

16. The Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *“Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent”*. Accordingly, the Judge decided that no procedural costs were to be imposed on the parties.
17. Likewise, and for the sake of completeness, the Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
18. Lastly, the Judge 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, Andreas Tatos, is admissible.
2. The claim of the Claimant is partially accepted.
3. The Respondent, 3Gen Holding Elazigspor, must pay to the Claimant the following amount:
- EUR 164,000 as outstanding remuneration plus 5% interest *p.a.* as from 31 January 2023 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 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

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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