

# Decision of the Dispute Resolution Chamber

passed on 17 July 2024

regarding an employment-related dispute concerning  
the player Abdallah Ra'edMahmoud Al Fakhori,

**BY:**

**Roy VERMEER (The Netherlands)**

**CLAIMANT:**

**Abdallah Ra'edMahmoud Al Fakhori, Jordan**

Represented by Mr Emad Hanayneh

**RESPONDENT:**

**Al Ain FC, Saudi Arabia**

Represented by Mr Nasr El-din Azzam

## I. Facts of the case

1. The player, Abdallah Ra'ed Mahmoud Al Fakhori, signed an employment contract with Al Ain Club from 12 January 2023, until 30 May 2023.
2. Accordingly, the player was entitled to a monthly salary of USD 7,000 net or USD 32,290 net in total.
3. On 16 March 2024, the player sent a default notice, requesting his salaries from 12 January 2023 until 30 May 2023 for a total amount of USD 37,000, and granted 10 days to remedy the default.
4. On 25 March 2024, the club replied indicated the following:
  - The club paid a total of SAR 91,673.
  - Additionally, SAR 4,950 were deducted for traffic violations (SAR 3,700 in March 2023 and SAR 1,250 in May 2023).
  - Despite the contract being for USD 32,290, the player requested USD 37,000, which is beyond the agreed terms.
  - The player is entitled to only SAR 24,464 (USD 6,523), which the club will pay at the earliest opportunity.

## II. Proceedings before FIFA

5. On 18 April 2024, the player lodged a claim before the FIFA Football Tribunal for outstanding remuneration and requested the payment of USD 32,290 (salaries from January 2023 until May 2023), plus 5% interest p.a.
6. In its reply, the club argued that the total debt is USD 6,854.
7. In particular, the club explained that the player requested USD 37,000 despite contract value being USD 32,290.
8. The club argued that it paid the player as follows:
  - 30 May 2023: SAR 16,623
  - 30 May 2023: SAR 26,250
  - 15 May 2023: SAR 15,000
  - 03 July 2023: SAR 33,878.97 = USD 9,013 (Bank Transfer)
  - TOTAL: SAR 91,673 = USD 24,446
9. The club further argued that it further had to deduct USD 990 for traffic fines incurred by the player.

10. In his replica, the Claimant acknowledged having received SAR 76,673, equivalent to USD 20,443. As a result, he acknowledged that the rest of the debt is USD 11,847.
11. The Claimant further indicated that the amount which paid on 15 May 2023, i.e. SAR 15,000 (4000 USD) was a bonus.
12. Regarding the car traffic violations, the player argued that contract does not state that he is responsible for any traffic violations while using the car. The player stated that he signed a nonnegotiable form when receiving the car. Therefore, in the view of the player, the club decided to deduct the traffic violation fines from the his salary on their own, without an agreement between both parties.
13. In its *duplica*, the Respondent insisted that it has proved the Player received three payments totaling SAR 76,752.
14. The club underlined that the player acknowledged receiving these three payments but disputed the payment of SAR 15,000, claiming it was a bonus and not part of his salary. The club disagreed with this claim, stating that the document clearly indicates that the SAR 15,000 was part of the foreign players' salaries.
15. The club argued that the Player's claim is a malicious attempt to enrich himself, as he was fully aware of the payments he had received but still requested the entire amount of the contract.
16. The club emphasized that there is no basis for any bonuses in the Player's employment contract, further supporting their argument that the SAR 15,000 was part of his salary.
17. The club concludes that it is evident and indisputable that the Player received a total amount of SAR 91,673, equivalent to USD 24,446.

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

1. First of all, the Single Judge Dispute Resolution Chamber (hereinafter also referred to as *the 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 18 April 2024 and submitted for decision on 17 July 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.
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 (March 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 a Jordanian player and a Saudi club.
3. Subsequently, the Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (March 2023 edition), and considering that the present claim was lodged on 18 April 2024, the March 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 he 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. His 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 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

6. The foregoing having been established, the Judge moved to the substance of the matter.
7. In this context, the Judge acknowledged that the present matter concerns is a claim for outstanding remuneration.
8. In particular, the Judge noted that the Claimant was entitled to a monthly salary of USD 7,000 net and that, initially, he requested the payment of USD 32,290 for his salaries from January 2023 until May 2023. Yet, the Judge noted that, during the proceedings, the Claimant acknowledged certain partial payments made by the Respondent, but concluded that the amount of USD 11,847 is still outstanding.
9. On the other hand, the Judge noted that the club acknowledged a debt of USD 6,854.
10. In other words, the Judge understood that, fundamentally, the parties are disputing a difference of USD 4,993 (i.e. USD 11,847-6,854). The Judge understood that the main legal issue at stake is to determine the exact amount due to the player.
11. In order to determine said amount, the Judge first noted that the club paid SAR 15,000 on 15 May 2023, equivalent to approx. USD 4,000. The Judge observed that the player acknowledged this payment, but argued that it relates to a bonus.
12. Yet, after reviewing the document on file as well as the contract, the Judge observed that he does not have elements that would allow him to consider it as a non-contractual bonus. Indeed, the Judge observed that there is no convincing evidence either to determine that an extra-contractual bonus was agreed upon. The Judge also observed that the player failed to explain the exact the reason for said hypothetical bonus (i.e. usually, a specific sporting achievement) and therefore he could only establish that it was related to a salary.
13. The second element of dispute as to the determination of the outstanding amounts is the payment of a traffic fine. The Judge noted that the club deducted USD 990 for a traffic fine violation apparently committed by the player while driving with the club's car.
14. In this respect, the Judge observed that the contract does not provide any stipulation by means of which traffic fines would be paid by the club on behalf of the player and then would subsequently be deducted. Therefore, the Judge was of the firm opinion that the club could not perform this deduction.
15. As a result, the amount of USD 990 for the traffic fine is due.
16. In view of the above, given the acknowledged debt (USD 6,854) and the additional traffic fine (USD 990), the Judge established that the final debt amounts to USD 7,844.

17. In addition, taking into consideration the Claimant's request as well as the constant practice of the DRC 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 dates until the date of effective payment.

#### ii. Compliance with monetary decisions

18. 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.
19. 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.
20. Therefore, bearing in mind the above, the Judge 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.
21. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form.
22. 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.
23. In continuation, the Judge referred to art. 12bis par. 2 of the Regulations, which stipulates that any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned in accordance with art. 12bis par. 4 of the Regulations.
24. To this end, the Single Judge confirmed that the player put the club in default of payment of the amounts sought, which had fallen due more than 30 days before, and granted the club a 10-day deadline to cure such breach of contract.
25. Accordingly, the Single Judge confirmed that the club had delayed a due payment without a prima facie contractual basis. It followed that the criteria enshrined in art. 12bis of the Regulations was met in the case at hand.

26. The Single Judge further established that by virtue of art. 12bis par. 4 of the Regulations he has competence to impose sanctions on the club. On account of the above and bearing in mind that this is the first offense by the club within the last two years, the Single Judge decided to impose a warning on the club in accordance with art. 12bis par. 4 lit. a) of the Regulations.

**d. Costs**

27. 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.
28. 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.
29. Lastly, the Judge concluded his 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, Abdallah Ra'edMahmoud Al Fakhori, is partially accepted.
2. The Respondent, Al Ain FC, must pay to the Claimant the following amount:
  - **USD 7,844 as outstanding remuneration** plus 5% interest *p.a.* as from 1 June 2023 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 Bank Account Registration Form.
5. 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.
6. 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.
7. This decision is rendered without costs.
8. A **warning** (art. 12 bis of the Regulations) is imposed on the Respondent.

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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