

Decision of the Dispute Resolution Chamber

passed on 5 August 2024

regarding an employment-related dispute concerning
the player Amamchi Augustine Iwuji

BY:

Mario FLORES CHEMOR (Mexico)

CLAIMANT:

Amamchi Augustine Iwuji, Nigeria

Represented by Johnny Precious Ogbah

RESPONDENT:

Al-Tahaddy Benghazi, Libya

Represented by Muah Tashani

I. Facts of the case

1. On 2 January 2024, the Nigeran player Amamachi Augustine Iwuji (hereinafter, the *Claimant* or the *Player*) and the Libyan club Al-Tahaddy Benghazi (hereinafter, the *Respondent* or the *Club*) concluded an employment contract (hereinafter, the *Contract*) valid as from 12 January 2024 until 15 July 2024.

2. According to Clause 3 of the Contract:

“The first party shall pay to the second party a total amount in respect of its commitment of the terms of the contract (100,000.000 USD (sic) Thirty-five thousand dollars (sic) As following details:

- *40,000.000 USD Forty thousand dollars advanced after the medical checkup and receiving the international clearance.*
- *20,000.000 USD twenty thousand dollars in 30-03-2023(sic)*
- *20,000.000 USD twenty thousand dollars in 30-04-2023(sic)*
- *20,000.000 USD twenty thousand dollars in 31-05-2023(sic)”*

3. As per Clause 4 of the Contract:

“The club is committed to providing an arrival ticket to Benghazi and a return ticket to its home country upon the end of the 2023-2024 season.

The club is committed to providing suitable accommodation for playing along with food expenses”.

4. Clause 9 of the Contract further provided the following:

“The club provides adequate housing for the player and his families and a car for the duration of his stay in Libya”.

5. On 4 February 2024, the Club paid USD 40,000 to the Player corresponding to the first instalment as per the Contract.

6. On 18 April 2024, the Club paid USD 10,000 to the Player.

7. On 15 May 2024, the Player put the Club in default, requesting his salaries for March and April 2024.

II. Proceedings before FIFA

8. On 18 June 20234, 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

9. According to the Player, the Club did not reply to his default notice of 15 May 2024, and it did not pay his outstanding remuneration after the expiration of the Contract.

10. The Player argued that it had to borrow money to buy return tickets to Nigeria for himself and for his wife and son.

11. The Player requested the following relief:

Whereof the Applicant hereby claims from the Respondent as follows:

(A) The sum of \$50,000 (Fifty Thousand USD Dollars Only) being the total remaining sum of his contract with the Applicant yet unpaid.

(B) The sum of \$10,000 (Ten Thousand USD) for the trauma caused him and debts he incurred all these months without a means of income.

(C) The sum of \$5000 (Five Thousand USD) being the cost of air tickets for him and his family.

(D) \$5000 (Five Thousand USD) as legal costs.

b. Position of the Respondent

12. In its reply, the Club argued that the Player was punished for breaking internal regulations in the amount of USD 15,000.

13. The Club further sustained that a deduction of 3%, corresponding to USD 3,000, is applicable by operation of the regulations of the Libyan Football Federation (LFF).

14. Based on the above, the Club argued the total amount due to the Player after the foregoing deductions is USD 32,000 (i.e., USD 50,000 – USD 15,000 – USD 3,000), and that the Player allegedly refused to inform about a bank account for the Club to pay the mentioned amount.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

15. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter, the *Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 18 June 2024, and submitted for decision on 5 August 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.
16. Subsequently, the Single 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 (June 2024 edition), he is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Nigerian player and a Libyan club.
17. Subsequently, the Single 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 (June 2024 edition), and considering that the present claim was lodged on 18 June 2024, the June 2024 edition of said regulations (hereinafter, the *Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

18. The Single 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 Single 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

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

20. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the parties strongly disputed the payment of certain financial obligations by the Club as per the Contract, namely, the alleged default of the Player's salary in the amount of USD 50,000.
21. In this context, the Single Judge acknowledged that his task was to determine, based on the evidence presented by the parties, whether the claimed amounts had in fact remained unpaid by the Respondent and, if so, whether the latter had a valid justification for not having complied with its financial obligations.
22. The Single Judge first 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.
23. Nonetheless, the Single Judge observed that the Club did not dispute the existence of the outstanding salaries claimed by the Player, but rather it argued that the total amount due was EUR 32,000 after deducting a fine allegedly imposed on the Player and after applying an alleged deduction as per the regulations of the LFF.
24. In this regard, the Single Judge considered that the Respondent did not provide any reasonable justification for not having complied with the terms of the Contract, and it also failed to submit any evidence in this regard.
25. In view of the foregoing, and bearing in mind the basic principle of *pacta sunt servanda*, which in essence means that agreements must be respected by the parties in good faith, the Respondent is held liable to pay to the Claimant the outstanding amounts deriving from the Contract concluded between the parties, namely, USD 50,000.
26. The Single Judge also took into consideration the fact that the Claimant requested no interest, so as not to contravene the principle *ne ultra petita*, the Single Judge did not award any interest on the above amount.
27. Lastly, the Single Judge decided to reject the Player's claim as to the reimbursement of the flight tickets, as he considered that from the evidence submitted, it could not be established who incurred in such expense.

ii. Art. 12bis of the Regulations

28. In continuation, the Single 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.

29. 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.
30. 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.
31. 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.
32. In this connection, the Single Judge highlighted that a repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty in accordance with art. 12bis par. 6 of the Regulations.

iii. Compliance with monetary decisions

33. Finally, taking into account the applicable Regulations, the Single 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.
34. In this regard, the Single 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.
35. Therefore, bearing in mind the above, the Single 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.
36. 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.
37. The Single 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

38. The Single 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 Single Judge decided that no procedural costs were to be imposed on the parties.
39. Likewise, and for the sake of completeness, the Single 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.
40. Lastly, the Single 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, Amamchi Augustine Iwuji, is partially accepted.
2. The Respondent, Al-Tahaddy Benghazi, must pay to the Claimant the following amount(s):

USD 50,000 as outstanding remuneration.
3. Any further claims of the Claimant are rejected.
4. A warning is imposed on the Respondent.
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

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland
www.fifa.com | legal.fifa.com | psdfifa@fifa.org | T: +41 (0)43 222 7777