

Decision of the Dispute Resolution Chamber

passed on 25 July 2024

regarding an employment-related dispute concerning
the player **Bodgan Ilie Vatajelu**

COMPOSITION:

Martín AULETTA (Argentina), Deputy Chairperson
Andre DOS SANTOS MEGALE (Brazil), member
Stella MARIS JUNCOS (Argentina), member

CLAIMANT:

Bodgan Ilie Vatajelu, Romania
Represented by Sabin Liviu Gherdan

RESPONDENT:

Abha, Saudi Arabia

I. Facts of the case

1. On 15 June 2023, the Romanian player Bodgan Ilie Vatajelu (hereinafter, the *Claimant* or the *Player*) and the Romanian club Universitatea Craiova agreed on the termination of their employment relationship.
2. Also on 15 June 2023, the Saudi club Abha (hereinafter, the *Respondent* or the *Club*) received a WhatsApp message from Mr Mohamed Ali Bouraoui (hereinafter, *Mr Bouraoui*), acting as a legal representative on behalf of the Player's agent, Mr Cornel Teodorescu (hereinafter, *Mr Teodorescu*), attaching a mandate of the Player on behalf of Mr Teodorescu and forwarding a link to the specialized web Transfermarkt.
3. On 16 June 2023, the sporting director of the Saudi club Abha (hereinafter, the *Respondent* or the *Club*), Mr Mohamed Abu Hathra (hereinafter, *Mr Hathra*) sent a WhatsApp message to the alleged agent of the Player, Mr Akram, attaching the so-called "*Offer Bodgan*" (hereinafter, the *Offer*).
4. In accordance with the Offer:

"Dear M. Bodgan,

We hope this letter finds you well. We are delighted to inform you that our club, Abha FC, is highly interested in securing your services as a free agent. We would like to present you with the following proposal:

1. Proposal details:

*Term: one (1) year plus an option of one more option season at the discretion of the club.
Annual salary: USD 500,000*

2. Additional Benefits:

*Transportation and accommodation provided by the club.
Aircraft tickets: two (2) economic flight tickets per season for you and the same for your spouse pre-season.
Match-Win-Bonus as per our internal rules.
Compensation for breach: 2 monthly salary.*

Please note that this proposal is subject to the following cumulative conditions:

- *Providing a release letter or proof of the end of your contract with your former club (free agent).*
- *Passing a medical examination conducted by our club's medical staff in Saudi Arabia, and*
- *Signing an employment contract with Abha FC.*

We would like to emphasize that this proposal is not a binding employment offer, Abha FC reserves the right to withdraw from the deal without legal consequences if any of the aforementioned conditions are not met.

We kindly request that you respond to this proposal within 48 hours of receiving this letter, indicating your acceptance or rejection. If you choose to accept our proposal, we will proceed with the necessary arrangements to finalize the transfer and employment process".

5. Also on 16 June 2023, Mr Akram reverted via WhatsApp a signed copy of the Offer to the Club.
6. On the same day, the Player and Mr Akram concluded the so-called "Intermediation Agreement", by way of which the Player undertook to pay a commission to Mr Akram after the latter succeeded in the negotiations to conclude a contract with the Respondent.
7. On 18 June 2024, the Club sent an email to Mr Teodorescu by way of which it communicated him the withdrawal of the Offer based on the following reasons:

"We hope this message finds you well. We regret to inform you that we must withdraw our non-binding employment offer that was extended to you for the position with Abha FC. This notification comes after the expiration of the deadline, which occurred yesterday.

As per the conditions outlined in our initial offer, we required the receipt of proof regarding the end of your last contract with your former club within the specified deadline. Unfortunately, we did not receive the necessary documentation through the official means before the expiration of the deadline.

Due to the expiration of the deadline without receipt of the required proof, we are unable to proceed with the employment offer at this time.

(...) Should there be any change in circumstances or if you are able to provide the required proof through the official means at a later date, we would be open to reconsidering our offer".

8. On 19 June 2023, Mr Bouraoui replied to the above email in the following terms:

"I inform you that I had not received the offer referred to in your attached letter, by official means...

We have received the offer from Akram by WhatsApp. As I am sure you are that I am authorised by the official agent of the player.

If you are still interested by the above mentioned player we are ready to provide you all needed information upon receipt of an offer by official means".

9. On 20 June 2023, Mr Bouraoui sent another email to the Club stating, *inter alia*, the following:

"I apologize for the delay in responding to your offer regarding the player, Mr Bodgan Ilie Vatajelu. Please accept my apologies for not meeting the deadline.

Firstly, I want to clarify that Mr Akram is not the official agent of the player. The official representative of the player exclusively in Saudi Arabia is [Mr Teodorescu]. Please direct any future communications or inquiries regarding the player through [Mr Teodorescu].

Furthermore, I have attached the proof of the player's release letter, which confirms his status as a free player. The letter, signed by his former club on June 16, 2023, serves as evidence of his availability for transfer.

If your club is interested in pursuing the opportunity of his transfer, I assure you that we are open to discussing a new offer. Please let us know your intentions and any updated proposals you may have".

10. On 23 June 2023, Mr Hathra replied via WhatsApp to a previous message from the Player informing about the following:

"Hello you are welcome Mr. Vatajelu. Sorry to answer late. Yes bro the committee decided to stop to sign you because we have 2 seats for only for the foreign players and we need striker and central defender now for that we decided to stop negotiation with your agent. And we wish all the best for you in the future".

11. On the same day, the Player replied *"Thank you for your answer Mr. Mohamed. Wish you all the best"*.
12. Also on 23 June 2023, the Player and the Romanian club Universitatea Cluj concluded an employment contract (hereinafter, the *Second Contract*), valid as from 26 June 2023 until 31 May 2025.
13. According to Clause 4 of the *Second Contract*, the Player would receive a monthly salary of EUR 12,500 net as from 26 June 2023 to 31 May 2024, and a monthly remuneration of EUR 13,000 net as from 1 June 2024 until 31 May 2025.
14. According to the same Clause of the *Second Contract*, the Player was also entitled to receive a bonus in the amount of EUR 25,000 net in the following instalments:
 - EUR 10,000 on 30 June 2023;
 - EUR 7,500 on 20 July 2023; and
 - EUR 7,500 on 15 August 2023.
15. On 20 October 2023, the Player put the Respondent in default informing, *inter alia*, that:

"Despite reaching an agreement between the Parties, your Club did not fulfil its obligations, which resulted in the Player incurring a 500.000 USD prejudice that your club will have to cover".
16. The Player granted a deadline of three days to the Club to proceed with the payment of the above-mentioned amount.

17. On 22 October 2023, the Club replied to the Player rejecting his allegations, informing him essentially (i) that the Offer did not constitute an employment contract, (ii) that no acceptance of the Offer was received through official channels within the deadline provided in the Offer, (iii) that on 19 June 2023 the Club informed about the withdrawal of the Offer, (iv) that the conditions provided in the Offer were not met, and (v) that the Player's immediate signing with Universitatea Cluj reinforces the Club's stance that the Offer was never intended as a binding employment contract.
18. On 23 February 2024, the Player and Universitatea Cluj mutually terminated their employment contract.
19. On 24 February 2024, the Player and the Kazakhstani club Aktobe concluded an employment contract (hereinafter, the *Third Contract*), valid until 31 December 2025.
20. According to Clause 3 of the Third Contract, the Player is entitled to receive a monthly remuneration of KZT 8,035,000 net through its entire duration.

II. Proceedings before FIFA

3. On 27 March 2024, the Player lodged the claim at hand before FIFA. A brief summary of the position of the Parties is detailed in continuation.

a. Position of the Claimant

4. According to the Player, the Offer included all the *essentialia negotii* to be considered as a valid and binding employment contract. In particular, the Claimant pointed out that the name of the parties, the object, the duration of the employment relationship, the salary and the signature of both parties are included in the Offer.
5. The Player submitted that despite the conclusion of the Offer, the Club never fulfilled its obligations, as it never provided him with flight tickets to Abha nor conducted the medical examination.
6. The Player argued that a couple of days after the employment contract was concluded, the Club informed him verbally that they were no longer interested in his services.
7. The Claimant stressed that the only action that he had to undertake in accordance with the Offer was to send the signed proposal within 48 hours, which he allegedly did. The Player also argued that "Afterwards, the Respondent has expressly agreed to the obligation to proceed with the necessary arrangements to finalize the transfer and employment process". In this respect, the Player argued it was the Club's obligation to set a date for the medical examination and to draft the employment contract. The Player considered the Club should be estopped from these two arguments.
8. The Player referred to the jurisprudence of the Chamber in accordance with which the validity of an employment contract cannot be made subject to a successful medical examination, as well as to the

jurisprudence according to which the club has the obligation to register the player and proceed with all the paperwork necessary for a contractual relationship.

9. Based on the above, the Player considered that the contractual relationship started on 16 June 2023 when he accepted the Offer and demonstrated to the Club that he was a free agent.
10. According to the Player, "[T]he parties had entered a valid and binding employment contract terminated unlawfully by the Respondent. As a result, we consider that the Claimant is entitled to the whole amount of the contract based on the Club's fault for non-execution".
11. The Player acknowledged his obligation to mitigate his damages, and claimed that the Club should be held liable to pay USD 324,258.94 as compensation for breach of contract, after mitigating his damages with the Second Contract and the Third Contract.
12. Subsidiarily, the Player argued he is entitled to receive USD 100,000 as per the compensation for breach of contract provided in the Offer (i.e., two monthly salaries of USD 50,000).
13. The Player requested the following relief:
 - (a) *To order FOTBAL CLUB ABHA to pay BODGAN ILIE VATAJELU the total amount of 324.258,94 USD representing payment for the 2023/2024 season;*
 - (b) *In subsidiary, to order FOTBAL CLUB ABHA to pay BODGAN ILIE VATAJELU the amount of 100.000 USD representing compensation for the breach of the employment contract;*
 - (c) *To order FOTBAL CLUB ABHA to pay the costs of the present proceedings.*

b. Position of the Respondent

14. In its reply to the claim, the Respondent submitted that the Offer was sent to the Player by Mr Akram, agent of the head coach Mr Czeslaw Michniewicz, without official authorization from the Club.
15. The Club alleged that Mr Akram sent the Offer directly to the Player when it had to be sent to his agent, Mr Teodorescu. Accordingly, the Club allegedly instructed Mr Akram to cease any negotiations and directed him to adhere to the formal and legal procedures with authorized personnel for managing contractual matters.
16. The Respondent asserted that the signed copy of the Offer was sent on 16 June 2023, without the knowledge of the Club's and the Player's exclusive authorized representatives.
17. The Club denied having received any unconditional acceptance of the Offer. Instead, it submitted that the Player proposed several modifications to the initial Offer, and that the Club was awaiting verification of his injury and recovery reports, as well as proof of the fact that he was indeed a free agent.

18. The Respondent relied on press articles that, on 16 June 2023, informed that the Player was still considering other offers and had not finalized his negotiations with the Club. According to the Club, that the Player was considering other offers is also substantiated by the fact that on 23 June 2023 (i.e., a few days after the withdrawal of the Offer) he concluded the Second Contract.
19. The Club also asserted that on 20 October 2023, only four days after the Club terminated the contract of its head coach and technical staff, the Player *"issued a default notice in annex 6 of the claim and submitted a previously undisclosed signed proposal to Abha Club"*.
20. The Club denied having ended the Offer verbally, as it is demonstrated by the emails sent to the Player. The Club rather withdrawn the Offer for lack of meeting the agreed conditions within the provided deadline.
21. Regarding the evidence provided by the Player, the Club argued that from the screenshot provided the PDF document attached is not visible, *"raising questions about its validity and evidential value as proof of acceptance"*. Also, that there is no evidence as to the delivery of the termination agreement concluded with Universitatea Craiova. The Club also argued that Mr Akram is a third party without any official authority or recognized capacity.
22. The Respondent submitted that the Player obtained the termination agreement on 19 June 2023, but only provided it to the Club on 20 June 2023, *"well past the crucial decision-making deadline"*. In this respect, *"If Vatajelu had been genuinely interested in pursuing the opportunity with Abha, he could have easily provided a copy of his contract immediately after obtaining his release on June 19, 2023"*.
23. The Respondent alleged that the Player had failed to substantiate his allegations, in particular, that a binding contract was agreed and that he proved his status of free agent. Also, he did not provide the Club with a medical report of his last injury neither his application to the required eVisa to demonstrate his intent to undergo the medical examination in Saudi Arabia.
24. According to the Club, the media releases demonstrate that the Player had never accepted the Offer, as they showed that he had ongoing negotiations with other clubs. In this respect, *"[the Player's] decision to sign with U Cluj (...), indicates that no binding contract was accepted with Abha, This decision and corresponding public statements further affirm the absence of prior communications to Abha, as such agreements would legally prevent signing with another club without first resolving or disclosing these commitments"*.
25. The Club argued that the fact that the Player swiftly signed an employment contract with Universitatea Cluj after the expiry of the deadline provided in the Offer suggests that his focus might not have been to secure a deal with the Respondent, but rather a planned transfer to another club and to obtain a better deal. According to the Respondent, the press releases evidenced that the Player declined the Offer because of personal factors, such as family and stability, over financial incentives. According to the Respondent, *"The rigorous requirements for a medical examination to complete the international transfer to Abha, compounded by the necessity of passing this examination"*

and securing a Saudi eVisa, likely deterred the claimant from advancing with the offer. These conditions, critical for the transfer to proceed, remained unfulfilled by Vatajelu, signaling a lack of intent to join Abha. Instead, he chose U Cluj, a club that offered a recovery-friendly environment with customized training regimes and less immediate pressure for match fitness, crucial for his situation as an athlete recovering from a serious injury".

26. The Club further argued that *"the non-pursuit of the steps required by the Abha proposal, specifically the medical examination and visa procedures that had to be conducted in Romania, can be interpreted as an implicit rejection of the offer"*. The Respondent submitted that the fulfilment of these conditions rested on the Player, as he could allegedly opt to pass the medical examination in Romania or apply to a Saudi eVisa to have the examination in Saudi Arabia. Accordingly, the Club concluded that *"the evidence clearly indicates that the claimant did not accept and submit his acceptance to Abha on 16 June 2023"*.
27. As to the flight tickets, the Club argued that its issuance was contingent upon the Player completing the visa and medical examination process and formally accepting the employment offer.
28. The Respondent insisted that Mr Akram was not authorised to act on behalf of the Player. In this regard, there is no evidence suggesting that Mr Teodorescu, to whom the Player had extended a power of attorney, was involved in or aware of the WhatsApp conversations provided by the Player. According to the Club, *"This participation of Mr Akram, who lacks the legal authority to bind the claimant in any contractual agreement, fundamentally undermines the legality of any agreements purportedly reached"*, reason why the claim should be dismissed.
29. The Club also submitted that Annex 3 of the claim, consisting of the WhatsApp message from Mr Akram to the Club where he allegedly sent a signed copy of the Offer, is legally inadmissible. In this respect, *"Mr Akram's involvement as an unauthorized agent casts doubt on the legality and legitimacy of the alleged contract acceptance"*.
30. The Respondent also challenged the authenticity of Annex 2 of the claim, consisting of the signed copy of the Offer. The Club argued that it received the signed copy of the Offer only on 20 October 2023, which is suspicious considering that the Offer was sent on 16 June 2023.
31. The Club questioned the authenticity of the Player's signature in the Offer, comparing it with other signatures of the Player that are accessible in the file. The Club provided a detailed analysis of the signature of the Player in the different documents on file comparing them to the one in the Offer.
32. According to the Respondent, *"Notable variations in stroke and flow and character formation strongly suggest potential forgery or unauthorized replication. Therefore, the defense asserts that the signature lacks credibility as evidence of agreement and requests its dismissal from consideration"*.
33. The Respondent further argued that the mere signature of the Offer was not enough, as it explicitly stated that *"We kindly request that you respond to this proposal within 48 hours of receiving this letter,*

indicating your acceptance or rejection". In this respect, the signature could be interpreted merely as an acknowledgement of receipt or review, rather than the agreement to the Offer.

34. The Club insisted in the fact that the Offer was explicitly non-binding, as it was conditioned to the fulfilment of three conditions: proof of free agent status, passing of a medical examination, and concluding a formal employment contract.
35. Additionally, the Respondent argued that after it withdrawn the Offer on 19 June 2023, the Player did not express any objections, attempted to rectify the situation neither did he demonstrate a continued interest in meeting the Offer's conditions. According to the Respondent, *"the claimant did not take the necessary steps to progress toward a binding agreement, thus justifying the club's decision to withdraw the offer"*.
36. The Club requested the following relief:

"Dismiss the Player's claim on the grounds that it does not fall within the jurisdiction of this tribunal. According to FIFA regulations, the scope of jurisdiction primarily covers disputes arising directly from employment relationships between clubs and players. We assert that the current matter does not pertain to such an employment relationship and, therefore, falls outside this tribunal's jurisdictional purview.

Request that the tribunal declare the signature on the proposal non-authentic and the acceptance of the proposal formally invalid. The contested authenticity of the signature and non-compliance with the recognized legal standards for formal acceptance render any alleged agreement legally void.

Declare the claim inadmissible due to the inclusion of unauthorized WhatsApp communications provided by a third party. These communications were obtained and submitted without proper legal authority, violating the principles of evidence admissibility under FIFA's procedural guidelines, which require that evidence must be both relevant and procured in a legally compliant manner.

Declare the evidence supporting the claims, specifically Annex 2, and Annex 3, as inadmissible for failing to substantiate the alleged formal acceptance on June 16, 2023. This annex does not meet the evidentiary standard required to demonstrate formal acceptance, lacking both the necessary detail and legal validity to be considered reliable proof of an agreement.

Declare the claim invalid due to the non-fulfillment of precedent conditions specified in the non-binding proposal. These conditions, essential for the evolution of the proposal into a binding agreement, were not met, i.e. Annex 4 was formally submitted on 20 June 2023 and lacked a medical examination. Consequently, under standard contract law principles recognized in international sports arbitration, no enforceable contract was formed.

Reject the claims of verbal and unjust withdrawal and deny the request for compensation for breach of contract, citing the absence of a binding and enforceable contract.

Declare the dismissal of all claims for damages or compensation, as the Player has not established a legally binding contract, nor has he demonstrated any breaches attributable to the Club or substantiated any loss of damages.

The Respondent also requests any further relief that this tribunal deems just and appropriate under the circumstances, to ensure equity and justice in the resolution of this dispute”.

c. Replica of the Claimant

37. In his replica, the Player argued that the Respondent withdrew the Offer after he had signed it because the board of the Club changed their perspective and decided to sign a different player. The Player argued that the WhatsApp message from Mr Hathra on 23 June 2023 proves that the Respondent did not fulfil its obligations as it never provided him with flight tickets to Abha, neither did it conduct the medical examination.
38. The Player denied the argumentation of the Respondent, and essentially argued that he did not arrive in Saudi Arabia because of the unilateral decision of the Club.
39. The Claimant argued that both Mr Akram and Mr Teodorescu were his agents and could negotiate his transfer to the Respondent. According to the Player, the only person without a mandate to represent him was Mr Bouraoui.
40. In any event, the Player argued that even if Mr Akram would not have a written mandate from him, this could not affect the consent of the Player to join the Respondent.
41. The Player challenged the press interviews provided by the Club, and alleged having no connection with the media articles regarding his transfer to the Respondent.
42. According to the Player, it is not true that he had no interest in signing with the Respondent, as it is proven by the fact that he accepted the Offer the same day it was sent to him. The Player decided to join Universitatea Cluj only after the Respondent informed him that they had changed their minds and would finally not conclude an employment contract.
43. The Player argued that he signed the Offer in his iPhone, and this is the reason why the signatures are not identical *“cause the holographic signature cannot be exactly reproduced through the iPhone device with a finger”*.
44. The Claimant insisted in the fact that, according to the well-established jurisprudence of the Chamber, the Offer should be considered a valid and binding employment contract, as it included the *essentialia negotii*.
45. The Claimant reiterated his entitlement to receive USD 324,258.98, corresponding to the mitigated residual value of the Offer.

d. Duplica of the Respondent

46. In its duplica, the Respondent insisted that the Offer was conditional upon the Player provided proof of his free agent status within a deadline of 48 hours.
47. The Club also insisted that the Player did not meet his burden of proof regarding the delivery of the above-mentioned information, neither that Mr Akram represented him. According to the Club, there is no evidence that the Player accepted the Offer either.
48. The Respondent denied that Mr Teodorescu and Mr Akram were both instructed by the Player to negotiate his transfer to the Club, and that only Mr Teodorescu was the sole recognized agent to negotiate on behalf of the Player.
49. The Club argued that there is no evidence that the Offer and the release letter were officially sent to or acknowledged by it.
50. The Respondent also argued that Mr Bouraoui was actively involved in the initial stages of the communications, and was the only authorised person to negotiate on behalf of Mr Teodorescu and indirectly on behalf of the Player. In this regard, *"Mr Bouraoui confirmed in writing that there was no acceptance of the Offer and presented apologies, while keeping the door open for further negotiations if the Club was still interested"*.
51. The Club challenged the authorisation of the Player in favour of Mr Akram, and considered it should not be admitted given that it could have been provided in the first round of submissions. In this respect, *"the late submission is a strategic response rather than a genuine oversight, raising concerns about procedural compliance"*. The Respondent argued that *"it appears to have been created or produced retroactively to address specific challenges raised by our defense"*.
52. The Respondent submitted that Mr Akram was convicted in 2013 of crimes related to organized crime and bribery, specifically for attempting to bribe a tax official to favor a mafia of fruit and vegetable importers from Türkiye. This case is known as the *"Port of Constanta"* file. According to the evidence provided by the Respondent, consisting of a press release from the National Anti-Corruption Division of Romania, Mr Akram was charged with the following crimes: (i) initiating or forming an organized criminal group or joining or supporting such a group in any form; (ii) two offenses of bribery, in continuous form; and (iii) incitement to forgery in documents under private signature.
53. The press release itself clarifies that *"By criminal decision no. 177 of 15.07.2019, the High Court of Cassation and Justice ordered the acquittal of the defendants (...) Akram Naser Abdel Rahman Bani Mustafa (...), for the offenses charged against them, since the deed does not exist, the deed is not provided for by the criminal law, or there is no evidence that a person committed the crime"*.
54. The Club further argued that Mr Akram has never held a FIFA licence as an intermediary.

55. The Respondent denied the Player's allegation that Mr Akram's lack of authority did not impact the validity of the Player's consent to join the Club. In this regard, "*without a written mandate, Mr Akram lacks the explicit authorization required to negotiate and make binding agreements on behalf of [the Player]. Therefore, Mr Akram's actions cannot be considered valid representations of the Player's consent*".
56. The Club insisted on the fact that the document that the contract concluded between the Player and Mr Akram is invalid as it does not meet the provisions of the FIFA Regulations on Working with Intermediaries (2015) nor the Regulations.
57. The Respondent reiterated its request for relief.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

58. First of all, the Dispute Resolution Chamber (hereinafter, the *Chamber*) 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 27 March 2024 and submitted for decision on 25 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.
59. Subsequently, the Chamber referred to art. 2 par. 1 and art. 24 par. 1 lit. a) 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 (June 2024 edition), it is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Romanian player and a Saudi club.
60. 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 (June 2024 edition), and considering that the present claim was lodged on 27 March 2024, the February 2024 edition of said regulations (hereinafter, the *Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

61. 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

62. 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

63. The Chamber turned to the substance of the present dispute, and took note of the fact that this is a claim of a player against a club concerning the alleged validity of an employment agreement and the consequences deriving from its alleged termination without just cause by the Club.

64. The Chamber initially noted that, according to the Player, on 16 June 2023 he accepted the conditions of the Offer sent by the Club, as a result of which an employment relationship was established as from 16 June 2023, in particular, after he allegedly shared both the signed copy of the Offer and the termination agreement concluded with his former club. Furthermore, the Chamber also noted that the Player argued that, a couple of days after, the Club verbally informed him that it was no longer interested in his services. For the Player, this constituted a breach of contract without just cause and, consequently, claimed being entitled to receive the residual value of the alleged contract after mitigating it with the new employment contracts subscribed with Univeritatea Cluj and Aktobe.

65. The Chamber also observed that, on its part, the Club alleged (i) that the Player's signature in the Offer was not authentic, (ii) that it did not conclude an employment contract with the Player (iii) that the Offer reached the Player by no official means, and (iv) that the Offer was conditional to the Player's medical examination, which did not take place, the proof of his free agent status, which was not received, and the conclusion of a formal employment contract, which was not signed either. In view of all the foregoing, the Club sustained that it did not conclude an employment contract with the Player and, consequently, the claim should be rejected.

66. Based on the above, the Chamber acknowledged that the crux of the dispute, and hence the main question to be tackled, lied in the assessment as to whether the Offer can be considered as a valid and binding contract as argued by the Player and, only in such a case, the consequences of the alleged unilateral termination with just cause by the Club.

67. Before entering into the above assessment, the Chamber wished to remind the parties that, as a general rule, FIFA's deciding bodies are not competent to deal upon matters of criminal law, such as the one of alleged falsified signatures of documents, and that such affairs fall into the jurisdiction of the competent national criminal authority. Without prejudice to the foregoing, and after a thorough analysis of the evidence provided by the parties, the Chamber concluded that, in spite of the technical remarks made by the Club, there was no substantial evidence that the consent given by the Player was forged. The Chamber considered that the Player's explanations regarding the

signature of the Offer via his iPhone explained the difference, if any, between the other signatures, and consequently decided to reject the Club's allegations in this regard.

68. The foregoing having been established, the Chamber considered it appropriate to recall the well-established jurisprudence of the Football Tribunal in accordance with which in order for an employment contract to be considered as valid and binding, apart from the signature of both the employer and the employee, it should contain the *essentialia negotii* of an employment contract, such as the parties to the contract and their role, the duration of the employment relationship and the remuneration payable by the employer to the employee.
69. The Chamber then referred to art. 13 par. 5 of the Procedural Rules, and unanimously considered that, *in casu*, it was up to the Player to prove that an employment contract, on the basis of which he claimed compensation for breach of contract from the Club, had in fact been concluded between the parties.
70. With the above in mind, and for the sake of clarity, the Chamber wished to recall the following sequence of events:
- On 15 June 2023, the Player and Universitatea Craiova mutually terminated their employment relationship.
 - On 16 June 2023, the sporting director of the Respondent, Mr Hathra, sent the Offer via WhatsApp to Mr Akram, the Player's alleged agent.
 - The Offer, signed by the Respondent's Professionalism Director, Mr Mohamed Al-Qathani, provided the following:
 - *We are delighted to inform you that our club, Abha FC, is highly interested in securing your services as a free agent. We would like to present you with the following proposal:*
 1. *Proposal details:*
 - Term: one (1) year plus an option of one more option season at the discretion of the club.*
 - Annual salary: USD 500,000*
 2. *Additional Benefits:*
 - Transportation and accommodation provided by the club.*
 - Aircraft tickets: two (2) economic flight tickets per season for you and the same for your spouse pre-season.*
 - Match-Win-Bonus as per our internal rules.*
 - Compensation for breach: 2 monthly salary.*
 - The Offer was further "*subject to the following cumulative conditions*":
 - (i) *Providing a release letter or proof of the end of your contract with your former club (free*

agent).

(ii) *Passing a medical examination conducted by our club's medical staff in Saudi Arabia, and*

(iii) *Signing an employment contract with Abha FC.*

- *According to the Offer, "this proposal is not a binding employment offer, Abha FC reserves the right to withdraw from the deal without legal consequences if any of the aforementioned conditions are not met. We kindly request that you respond to this proposal within 48 hours of receiving this letter, indicating your acceptance or rejection. If you choose to accept our proposal, we will proceed with the necessary arrangements to finalize the transfer and employment process".*
- Also on 16 June 2023, Mr Akram replied via WhatsApp sending back the Offer, allegedly signed by the Player.
- It is not disputed that the Player did not undergo a medical examination, nor travelled to Saudi Arabia.
- On 18 June 2023, the Respondent sent an email to Mr Bouraoui, Mr Teodorescu's legal representative, informing about the withdrawal of the Offer after the Player did not comply with the deadline provided therein.
- On 19 and 20 June 2023, Mr Bouraoui replied to the Club informing that he had not received the Offer, and instructed the Club to address all the communications to Mr Teodorescu. Mr Bouraoui also sent the release letter concluded between the Player and Universitatea Craiova, and informed that the Player was open to discuss a new offer.
- On 23 June 2023, Mr Hathra replied via WhatsApp to a previous message from the Player, informing him that the Club had decided to not sign him because *"we have 2 seats for only for the foreign players and we need striker and central defender now for that we decided to stop negotiation with your agent. And we wish you all the best for you in the future"*. The Player replied on the same day that *"Thank you for your answer Mr. Mohamed. Wish you all the best"*.
- Also on 23 June 2023, the Player and Universitatea Cluj concluded an employment agreement, which was terminated on 23 February 2024.
- On 20 October 2023, the Player put the Respondent in default, requesting the payment of USD 500,000 as per the Offer.
- On 22 October 2023, the Club replied rejecting the Player's entitlement to the above-mentioned amount arguing (i) that the Offer did not constitute an employment contract, (ii) that no acceptance of the Offer was received through official channels within the deadline provided in the Offer, (iii) that on 19 June 2023 the Club informed about the withdrawal of the Offer, (iv) that the conditions provided in the Offer were not met, and (v) that the Player's immediate signing with Universitatea Cluj reinforces the Club's stance that the Offer was never intended as a binding employment contract.

- Lastly, the Player was never registered with the Respondent, and no International Transfer Certificate (ITC) procedure was initiated.
71. With the above facts in mind, the Chamber observed that the Offer included the parties and their role, the duration of the employment relationship, and the remuneration payable to the Player by the Club. Finally, the WhatsApp screenshots provided by the Player clearly demonstrated that he accepted the Offer.
72. Notwithstanding the foregoing, the Chamber recalled that the Club argued that the Offer was received by the Player by no official means. However, and based on the evidence on file, the Chamber unanimously decided to reject this allegation based on the fact that not only did the Player provide WhatsApp screenshots from which it is evidenced that he indeed sent a signed copy of the Offer to the Club, but also that it was the Club itself who sent the Offer, which was signed by its Professionalism Director, to the Player's alleged agent, thus recognizing his authorization to represent the Player in the matter at stake.
73. Based on the foregoing considerations, the Chamber unanimously concluded that the Offer was, in principle, a valid and binding employment contract.
74. Without prejudice to the above, the Chamber then observed that the Offer was also *"subject to the following cumulative conditions"*:
- (i) *Providing a release letter or proof of the end of your contract with your former club (free agent).*
 - (ii) *Passing a medical examination conducted by our club's medical staff in Saudi Arabia, and*
 - (iii) *Signing an employment contract with Abha FC.*
75. The Chamber then noted that, according to the Offer, *"this proposal is not a binding employment offer, Abha FC reserves the right to withdraw from the deal without legal consequences if any of the aforementioned conditions are not met. We kindly request that you respond to this proposal within 48 hours of receiving this letter, indicating your acceptance or rejection. If you choose to accept our proposal, we will proceed with the necessary arrangements to finalize the transfer and employment process"*.
76. The Chamber also noted that the Offer contained the following provision: *"this proposal is not a binding employment offer, Abha FC reserves the right to withdraw from the deal without legal consequences if any of the aforementioned conditions are not met"*.
77. Based on the above, the Chamber observed that the Offer was conditioned not only to the Player accepting the Offer, but also to the Player's providing proof of his free agent status and to the Player's passing a medical examination.
78. In this respect, the Chamber wished to recall to the parties that, pursuant to art. 18 par. 3 of the Regulations, *"The validity of a contract may not be subject to a successful medical examination (...)"*. The

jurisprudence of the Chamber has repeatedly disregarded these provisions included in employment contracts when assessing their validity and enforcement.

79. Consequently, the Chamber, by majority, concluded that the Offer was only validly subjected or conditioned to the Player providing proof of his free agent status. In other words, the majority of the Chamber determined that the Offer would not be valid in case the Player did not provide the Club with his free agent status within the stipulated deadline.
80. With the above considerations in mind, the members of the Chamber turned their attention to the evidence provided by the Player. In this respect, and regardless of the fact that the Player cannot be blamed for not having passed a medical examination, as it is the Club's responsibility to secure it, the Chamber observed that from the screenshot of the WhatsApp conversation provided by the Player it was visible that he indeed sent a signed copy of the Offer to the Club. However, the Chamber observed that there was no evidence as to the delivery of the termination agreement with his former club. In other words, the Chamber, by majority, considered that from the evidence submitted it could not be established that the Player had shared proof of his free agent status with the Club within the deadline contemplated in the Offer, even though the Player was already in possession of the termination agreement signed with Universitatea Craiova, as it was concluded on 15 June 2023, i.e., before the Offer.
81. Based on the above, the Chamber, by majority, considered that the circumstances, as described by the Player, were not backed by the relevant documentary evidence, as the Player failed to demonstrate that he indeed shared the proof of his free agent status within the deadline stipulated in the Offer.
82. Furthermore, the Chamber recalled that, according to the Player, a couple of days after the conclusion of the Offer, the Club verbally informed him that it was no longer interested in his services. However, the Chamber observed that the Club provided the relevant evidence demonstrating that, on 18 June 2023 it sent an email to the Player informing about the withdrawal of the Offer after the Player did not comply with the conditions provided therein.
83. Based on the foregoing, the Chamber, by majority, concluded that the fact that the Player failed to provide proof of his free agent status within the agreed deadline rendered the Offer invalid.
84. In view of the foregoing, and referring to art. 13 par. 5 of the Procedural Rules, the majority of the Chamber concluded that the Player did not satisfactorily carry the burden of proof regarding the alleged conclusion of a contract between him and the Club. As such, in the majority of the Chamber's opinion, the Player did not prove to their satisfaction his allegations that a valid and binding employment contract was concluded between the parties on 16 June 2023.
85. For the sake of completeness, the majority of the Chamber wished to point out that the foregoing considerations are also backed by the Player's own conduct. In this respect, the Chamber, by majority, recalled that after the Respondent sent an email to Mr Bouraoui where he was informed about the withdrawal of the Offer, Mr Boraoui replied that *"we are ready to provide you all needed*

information upon receipt of an offer by official means", and then on 20 June 2023, he apologized for not having met the deadline, and also stressed that "if your club is interested in pursuing the opportunity of his transfer, I assure you that we are open to discussing a new offer. Please let us know your intentions and any updated proposals you may have".

86. Furthermore, the majority of the Chamber also stressed that, on 23 June 2023, when the Player was informed that the Club would not sign him, he only replied *"Thank you for your answer Mr. Mohamed. Wish you all the best"*.
87. In the majority of the Chamber's view, the Player himself acknowledged that he did not comply with the deadline set in the Offer, and suggested to initiate further negotiations to *"discussing a new offer" and/or "updated proposals"*. Moreover, when the Player was informed that the Club would finally not sign him, he accepted the Club's decision and signed a new employment contract with another club on the very same day. In other words, for the majority of the Chamber, the Player's own conduct showed that the Offer was never materialised.
88. In respect of all the foregoing circumstances, the Chamber, by majority, concluded that on the basis of the documentation on file, it could not be established that the Player and the Club had validly entered into an employment relationship, which would have been subsequently terminated by the Club. Consequently, the Chamber, by majority, decided to reject the claim of the Player due to its lack of contractual basis.

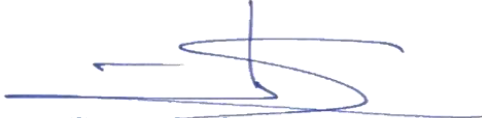
d. Costs

89. 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.
90. Furthermore, 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.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Bodgan Ilie Vatajelu, is rejected.
2. 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).

CONTACT INFORMATION

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