

# Decision of the Dispute Resolution Chamber

passed on 17 July 2024

regarding an employment-related dispute concerning  
the player Valentin Rosier

**BY:**

**Roy Vermeer (the Netherlands)**

**CLAIMANT:**

**Valentin Rosier, France**  
Represented by Mr Laurent Fellous

**RESPONDENT:**

**Beşiktaş A.Ş., Türkiye**

## I. Facts of the case

1. On 1 June 2022, the French player Valentin Rosier (hereinafter: *Claimant* or *player*) and the Turkish club Besiktas JK (hereinafter: *club* or *Respondent*) concluded an employment contract (hereinafter: *Contract*) valid as from as from the date of signature until 31 May 2025.
2. According to the Contract, the Respondent undertook to pay the Claimant a monthly salary of EUR 135,000 net, payable over 10 instalments per season between August and May respectively.
3. On 17 January 2024, the Respondent, the Claimant and the French club OGC Nice (hereinafter: *the New Club*) concluded a loan agreement by way of which the Claimant would be temporarily transferred to the New Club as from the date of signature thereof until 30 June 2024 (hereinafter: *the Loan Agreement*).
4. In accordance with art. 4 of the Loan Agreement, the parties agreed as follows:

*"It is agreed and accepted by all Parties that BESIKTAS shall bear no liability in respect of any salary, bonus payments, benefits, remuneration or costs due to the Player during the Loan Period from 17 January 2024."*
5. On 11 April 2024, the Claimant put the Respondent in default and requested payment of EUR 69,677.42 net setting a 10 days' time limit in order to remedy the default.
6. On 19 April 2024, the Respondent replied to the default notice, indicating that, as the instalment of EUR 135,000 net was only due on 31 January 2024, thus being excluded by virtue of the Loan Agreement.

## II. Proceedings before FIFA

7. On 23 May 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

8. The Claimant requested overdue payables of EUR 69,677.42 net, corresponding to the pro-rata salary of January 2024 until the signature of the Loan Agreement.
9. In his claim, the player argued that he performed the Contract until the date of signature of the Loan Agreement, thus being entitled to the pro-rata salary for said month under the Contract.

10. The Claimant requested the above amount without any interest, however, soliciting a sanction in accordance with art. 12bis RSTP, as well as EUR 10,000 legal fees.

**b. Position of the Respondent**

11. According to the Respondent, the amount of EUR 135,000 net fell due on 31 January 2024- i.e., following the conclusion of the Loan Agreement.

12. Consequently, as the Contract was allegedly suspended before the amount fell due, it was not payable at all.

13. The Respondent, hence, requested for the claim to be rejected.

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

14. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter also referred to as *Single 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 23 May 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.
15. 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), 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 French player and a Turkish club.
16. Subsequently, the Single 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 (June 2024 edition), and considering that the present claim was lodged on 23 May 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

17. 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 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

18. 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 he considered pertinent for the assessment of the matter at hand.

### i. Main legal discussion and considerations

19. 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 dispute the payment of part of the Claimant's salary corresponding to the month of January 2024 under the Contract.
20. In this context, the Single Judge acknowledged that his task was to determine whether or not the Loan Agreement suspended the obligation of the Respondent to pay the salary for the month of January 2024 altogether, in part – for the number of days leading up to its signature, or not at all.
21. In respect of the above, the Single Judge recalled the positions of the parties, starting with the Claimant, who argued that he was entitled to a pro-rata amount of EUR 69,677.42 net, which corresponds to a proportion of 16/31 days of one monthly salary of EUR 135,000 net – i.e., the number of days before the Loan Agreement was signed.
22. Equally, the Single Judge took note of the Respondent's line of argument, namely that the Loan Agreement suspended the Contract as from 17 January 2024, therefore meaning that the former was absolved from having to remit any amounts falling due thereafter.
23. With this established, the Single Judge revisited the wording of art. 4 par. 3 of the Loan Agreement, according to which it was "*agreed and accepted by all Parties that BESIKTAS shall bear no liability in respect of any salary, bonus payments, benefits, remuneration or costs due to the Player during the Loan Period from 17 January 2024.*"
24. In line with the abovementioned provision, the Single Judge understood that any amounts falling due as from 17 January 2024 would exclusively be borne by the New Club.
25. Notwithstanding the above, the Single Judge equally recalled that it had remained uncontested that the Claimant rendered services up to said date – for which he must, under the terms of the Contract (and the general principles of labour law) be remunerated.
26. In this sense, the Single Judge emphasised that, pursuant to both the jurisprudence of the Football Tribunal and Swiss Law, it is trite that a player (as an employee) cannot waive his entitlement to salaries corresponding to work already performed.
27. Lastly, and for completeness' sake, the Single Judge pointed out that the Loan Agreement does not specify that any debt of the club (including the remuneration due for said pro-rated period) shall be absolved (or have been absolved in another way).
28. Consequently, the Single Judge concluded that the remuneration for the first 16 days of the Agreement (given that the loan period started on 17 January 2024) shall be payable to the Claimant – in exchange for the services he had rendered under the Contract.

29. The Single Judge understood that said amount was to be calculated as EUR 135,000 net x (16/31) = EUR 69,677.42 net.
30. Therefore, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the amount of EUR 69,677.42 net shall be awarded to the Claimant as outstanding remuneration.
31. Furthermore, since no interest was requested, in accordance with the principle of *ne iudex eat ultra petita partium*, the Single Judge decided that the above amount shall be paid without any additional interest.

## ii. Compliance with monetary decisions

32. 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.
33. 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.
34. 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.
35. 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.
36. 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.

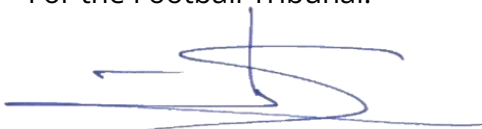
**d. Costs**

37. 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.
38. 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.
39. 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, Valentin Rosier, is partially accepted.
2. The Respondent, Beşiktaş A.Ş., must pay to the Claimant **EUR 69,677.42 net as outstanding remuneration**.
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. 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.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer



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**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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