

# Decision of the Dispute Resolution Chamber

passed on 5 May 2022

regarding an employment-related dispute concerning the player Zoran Marušić

**BY:**

**Frans de Weger (The Netherlands)**, Chairperson  
**Khadija Timera (Senegal)**, member  
**Khalid Awad Al-Thebity (Saudi Arabia)**, member

## **CLAIMANT / COUNTER-RESPONDENT:**

**FC Dinamo Tbilisi, Georgia**  
Represented by Georgi Gradev and Márton Kiss

## **RESPONDENT / COUNTER-CLAIMANT:**

**Zoran Marušić, Serbia**  
Represented by Alfonso León Lleó

## **INTERVENING PARTY:**

**Navbakhor Lochinlari FC, Uzbekistan**  
Represented by Ashkot Kyureghyan

## I. Facts of the case

1. On 15 January 2021, the Georgian club FC Dinamo Tbilisi (hereinafter: *the club*) and the Serbian player Zoran Marušić (hereinafter: *the player*) concluded an employment agreement (hereinafter: *the contract*), valid between 15 January 2021 and 15 January 2022.

2. Article 2.2 of the contract provides the following:

*'Validity of the present contract may be extended till December 31, 2022, if the club improve the conditions of the contract, namely, from January 15, 2022, the player's monthly salary will become in amount of 7 000 (Seven Thousand) EUR equivalent in GEL [Georgian Lari] without income tax -NET, according to the official exchange rate of the National Bank of Georgia existing on the day of payment'.*

3. Article 3.1 of the contract holds the following clause:

*'In accordance with principle, according to which nobody is able to gain a profit from his illegal action, neither of the parties cannot terminate the contract without just cause, each party can terminate this contract only on the legal basis (just cause) and only in the cases provided for in this contract'.*

4. Article 4 of the contract stipulates as follows:

*'4.1 The Club shall pay the Player monthly salary in amount of 6 000 (Six Thousand) EUR equivalent in Gel without income tax -NET, according to the official exchange rate of the National Bank of Georgia existing on the day of payment.*

*4.2. If the Player, plays more than 60% of the official matches of the first team, during the football season 2021, upon fulfilment of this condition, the salary of the "player" will be determined in amount of 7 000 (Seven Thousand) EUR equivalent in Gel, without income tax - NET, according to the official exchange rate of the National Bank of Georgia existing on the day of payment. The mentioned difference will be paid by the "Club" in full in December 2021.*

*[...]*

*4.4. The Club shall provide the Player with two economy class round-trip airline tickets per season the direction of Serbia.*

*4.5. For the additional stimulation employer is authorized to pay the bonuses to the player; The bonuses shall be paid in accordance with the Club's domestic policy.*

4.6 Salary shall be paid until 15<sup>th</sup> of next calendar month'.

5. On 15 January 2021, the player and the club concluded a mutual agreement, based on *inter alia* which the following was agreed:
  - The club shall pay the player USD 300 net in GEL without income tax - net, '*according to the official exchange rate of the National Bank of Georgia existing on the day of payment, as accommodation allowance*', as bonus for the won of each official match;
  - The club shall pay the player USD 300 net per month in GEL, '*according to the official exchange rate of the National Bank of Georgia existing on the day of payment, as accommodation allowance*';
  - '*If the club, during the term of the employment contract signed between the parties, will overcome ...*', '*in case of the qualification stage UEFA Europa Conference League 2021/2022*', an amount of '*USD 3,000 net in GEL without income tax - net, according to the official exchange rate of the National Bank of Georgia existing on the day of payment*';
  - In case the contract would be extended until 31 December 2022, the terms of the contract would also apply in 2022.
6. On 22 July 2021, the player played his 25<sup>th</sup> match of the 2021 season, thus participating in more than 60% of the matches of the club, hence, his salary got increased to EUR 7,000.
7. On 3 December 2021, the club confirmed the player that his salary was increased to EUR 8,000 net for the 2022 season and that he would be entitled to several bonuses, and thus – according to the club - triggered the extension option as per article 2.2 of the contract. According to the player, this was an offer for an extension of the contract, in which it was never mentioned that the contract would be extended automatically.
8. On 5 January 2022, the club informed the player that he would receive his outstanding remuneration on in January 2022 and also provided the player a flight ticket, with the request to travel to Tbilisi, Georgia.
9. On 6 January 2022, the player put the club in default for the outstanding salaries, providing it a 15 days' deadline to remedy its default, however to no avail. In the same letter, the player refused the extension of the contract as proposed by the club.
10. On 10 January 2022, the club requested the player to clarify his request dated 6 January 2022, which he consequently did on 11 January 2022, explaining that the December 2021 salary, 15 days of January salary, 7 bonuses for winning matches (i.e. USD 2,100 in total), an

individual bonus, accommodation allowance of USD 900 in total and a flight ticket remained outstanding.

11. On 11 January 2022, the club provided the player with a flight ticket (after a previous request on 5 January 2022 to provide his comments to a ticket option remained unanswered) and asked him to rejoin the team as soon as possible, as the team had already resumed training as from 10 January 2022.
12. On 20 January 2022, the club confirmed having paid all the player's outstanding remuneration, i.e. the total amount of GEL 30,330 (approximately EUR 8,950), consisting of the amounts of USD 2,100 as match bonuses, USD 900 as housing allowance, as well as the balance of the outstanding salaries between August until and including December 2021 as the player's salary was raised from EUR 6,000 to EUR 7,000 (5 x EUR 1,000) and the balance for the November 2021 basic wage (EUR 1,000).
13. However, on 20 January 2022, the Uzbek club Navbakhor Lochinlari FC (hereinafter: *Navbakhor*) posted on social media a video in which the player announces that soon he will play for Navbakhor. In reaction to this, the club sent an email to Navbakhor, informing that it still had a valid contract with the player, however Navbakhor failed to reply.
14. On 21 January 2022, the player wrote to the club, informing that he would start a proceeding at FIFA claiming his outstanding dues and appropriate compensation, thus, according to the club, effectively unilaterally terminating the contract. What is more, the player explained that he found it astonishing that the club still insisted on his return to its club.
15. After the player signed a contract with Navbakhor on 24 January 2022, on 31 January 2022, the club paid him his salary for the month of December 2021 and on 7 February 2022, an amount of GEL 515.20 as air ticket refund.
16. On 31 January 2022, the club paid an amount of GEL 20,400 (equivalent to EUR 5,924) to the player, as balance for the outstanding December 2021 salary.
17. On 7 February 2022, the club paid an amount of GEL 515.20 (equivalent to EUR 150) to the player, as balance for the '*air ticket refund*'.
18. On 14 February 2022, the provisional registration of the player was confirmed by the Single Judge of the Players' Status Chamber.
19. On 24 January 2022, the player signed a new employment contract with Navbakhor, valid between 25 January 2022 until 22 December 2022, based on which he would be entitled to a monthly salary of UZS 5,000,000 and an individual bonus of USD 140,000 net.

20. Art. 9 of the contract between the player and Navbakhor contains the following clause: *'If the [Player] receives an offer from any new third party and the Club agrees to release him during the transfer window/or in case of termination of the Contract on the initiative of the [Player] without any just reasons, the [Player] or the third party pays compensation in the amount of 300,000 (three hundred thousand) US dollars net'*.

## **II. Proceedings before FIFA**

21. On 18 February 2022, the club filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### **a. Position of the club**

22. In its claim, the club explains that the contract was initially valid between 15 January 2021 and 15 January 2022, and that by raising the player's salary from EUR 7,000 to EUR 8,000 as from the start of the 2022 season, the contract was extended until 31 December 2022. According to the club, the player initially did not protest against such extension. Also, by terminating the contract on 21 January 2022, the player effectively recognized that the contract was still valid on said date.
23. What is more, the club is of the opinion that the player terminated the contract without just cause, as he had effectively terminated the contract within the 15 days' deadline he granted on 6 January 2022 to the club, and thus only gave the club de facto 14 days to remedy its default.
24. Also, the club explains that on 6 January 2022, the salaries for December 2021 and January 2022 were not yet due, and that on the day of termination of the contract, i.e. 21 January 2022, only the amount of EUR 6,000 as salary for December 2021 was due, for only 6 days. Said salary was eventually paid on 31 January 2022.
25. In addition, the club explains that it did not reimburse the air ticket for the player, as it was only obliged to provide him with two economy class round-trip tickets to the direction of Serbia, but the player requested the reimbursement of an air ticket to Bora Bora.
26. Based on the foregoing, the club deems that the prerequisites of art. 14bis are not met in the case at hand.
27. As to the consequences, the club deems that the player is not entitled to the salary of January 2022, as he failed to return to the club's premises to render his services, as well as that itself is entitled to compensation for breach of contract in the amount of EUR 450,000.
28. The requests for relief of the club, as amended, were the following:

Compensation for breach of contract in the amount of EUR 450,000, plus 5% interest p.a. as from 22 January 2022, as follows:

- EUR 90,580 as residual value of the contract in the period between 22 January 2022 until 31 December 2022;
- EUR 123,600 (i.e. USD 140,000 net) as value of the player's contract with Navbakhor in the period between 22 January and 22 December 2022;
- an amount between EUR 264,800 (i.e. USD 300,000) as value of the player's services with Navbakhor ) based on art. 9 of the contract with Navbakhor) and EUR 450,000 as market value of the player indicated on '*Marusic's transfermarkt portal*';
- to declare Navbakhor jointly liable for the payment of the compensation and to impose sporting sanctions on both the player and Navbakhor.

#### **b. Position of the player and counterclaim**

29. In his reply, the player argued that the contract was valid between 15 January 2021 and 15 January 2022 and that the parties agreed upon a possibility to extend the contract until 31 December 2022, as well as that the player's salary would be increased from EUR 6,000 to EUR 7,000, would he play in more than 60% of the official matches during the football season 2021.
30. The player confirms that he participated in more than 60% of the official matches during the football season 2021 and that hence, his salary was increased to EUR 7,000 per month.
31. Moreover, the player explains that he never accepted the offer the club made to him on 3 December 2021, since the club was several times in breach of its contractual obligations towards the player and he eventually had to send a default letter on 6 January 2022, in which it was also mentioned that the player did not want to extend his contract.
32. The player explains that the contract expired on 15 January 2022, and that on said day, an amount of EUR 7,000 remained outstanding as salary for the month of December 2021, as well as USD 3,000 as bonuses based on the mutual agreement for the '*second qualifying round of UEFA Conference League*'.
33. Also, the player confirms that on 20 January 2022, he indeed received GEL 30,330, however that this sum is only equivalent to EUR 8,808 and not EUR 8,950 as indicated by the club.

34. As to the alleged validity of the extension clause, the player argues that said clause is not an extension clause, as it holds the words '*may be extended*' and not the words '*shall be extended*'.
35. Moreover, the player explains that the validity of a unilateral extension option should be considered on a case-by-case basis, using *inter alia* the Portmann criteria. According to the player, the unilateral extension option can only be valid if it is negotiated and stipulated clearly and meets all relevant (Portmann) criteria.
36. In the matter at hand, the player deems that the clause in article 2.2 is not clear, and is simply '*a clause framing the conditions of this hypothetical future negotiation*'. The player claims that he was never aware and never committed to one additional extra contractual year with the club. Also, the player explains that the club only on 10 January 2022 expressed the existence of a unilateral cause for the first time and that it was never the intention of the parties to agree upon such clause.
37. Furthermore, the player explains that the conditions mentioned in the article 2.2 were met in bad faith by the club, as the club was actually forced to increase the salary to EUR 8,000, since it already increased the salary to EUR 7,000 as per the contents of art. 4.2 of the contract. As such, it did not follow the contents from clause 2.2 of the contract.
38. Also, the player explains that clause 2.2 of the contract left him to the complete mercy of the club.
39. Finally, the player explains that he deems that an increase of salary of EUR 1,000, i.e. 12.5% of his monthly salary, shall not be considered a substantial compensation as per the CAS jurisprudence.
40. Subsidiarily, the player deems that he had a just cause to terminate the contract, since the club did not comply with the instructions of his default letter dated 6 January 2022 by 21 January 2022 the latest. Whereas the amounts of USD 12,000 and USD 5,100 as bonuses had become due on 6 January 2022, the club only paid him the amounts of EUR 6,000 and USD 3,000, and that on 21 January 2022, another amount of EUR 7,000 as salary for December 2021 fell due.
41. Furthermore, the player requested EUR 10,000 as reimbursement for his legal fees, and that the club be ordered to pay procedural costs.
42. The requests for relief of the player, as amended, were the following:

Outstanding remuneration in the total amount of EUR 4,576 and USD 3,000, plus 5% interest p.a. as from the respective due dates, as follows:

- EUR 1,076 as outstanding part of the December 2021 salary;
- EUR 3,500 as *pro rata* part outstanding part of the January 2022 (1 until 15 January) salary;
- USD 3,000 as bonus for reaching the second qualifying round of the UEFA Conference League.

### **c. Position of Navbakhor**

43. In its reply, Navbakhor asks for the rejection of the claim of the club and argued that there is no unilateral extension clause agreed upon in the contract between the player and the club, and even if there was, such extension clause is to be considered null and void. Moreover, Navbakhor explains that the extension clause was not mandatory, as the wording of the clause reads "*may be extended*".
44. What is more, Navbakhor argues that the club, for unknown reasons, even offered the player a higher salary (EUR 8,000) than it was supposed to do as per the contract (EUR 7,000).
45. Navbakhor further argues that the validity of the unilateral extension clause needs to be evaluated on a case-by-case basis, taking into account inter alia the potential duration of the contract, whether the option should be exercised in an acceptable deadline, the salary rewards deriving from the option right, whether or not one party is at mercy of the other party with regard to the contents of the contract, whether the option is clearly established and emphasized in the original contract, whether the extension period is proportional to the contract and whether there is more than one extension option.
46. Navbakhor explains that in the matter at hand, the player was clearly not conscious of the extension clause at the moment of signing the contract and that he validly refused the extension of his contract by means of his correspondence dated 6 January 2022. As a result, Navbakhor concludes that the contract had validly expired on 15 January 2021 and the player was free to sign with Navbakhor.
47. Moreover, Navbakhor explains that the club had overdue payables towards the player (as confirmed in its email dated 20 January 2022) and that the club was thus in breach of its contractual obligations.
48. Navbakhor concludes that it never induced the player to breach his contract, as it only entered into negotiations with the player after the contract had expired. Even if the contract had not



expired, Navbakhor explains that the player had a just cause to terminate the contract, due to the overdue payables.

#### **d. Reply club to counterclaim player**

49. In its reply to the counterclaim, the club explains that the salary of December 2021, i.e. EUR 7,000, was paid in two instalments, namely an amount of EUR 1,000 on 20 January 2022 and an amount of EUR 6,000 on 31 January 2022.
50. What is more, regarding the additional amount of EUR 76 the player claims, the club explains that the amounts of EUR 6,000 and USD 3,000, which were paid on 20 January 2022, were paid in GEL and as per the exchange rate applicable amounted to GEL 30,190, whereas the club paid GEL 30,330. Thus, the club overpaid the player and does not owe an additional EUR 76.
51. Moreover, the club explains that the player is not entitled to any salary for January 2022, as he did not render his services anymore, by failing to return after the winter break on 5 January 2022.
52. Additionally, the club argues that the amount of USD 3,000 as bonus for reaching the second qualifying round of the UEFA Conference League is not due, because the clause speaks about 'overcome', and the club did not eventually qualify to the group stage of the UEFA Conference League, as it lost twice to Maccabi Haifa in July 2021.
53. In conclusion, the club asks for the rejection of the counterclaim.

### **III. Considerations of the Dispute Resolution Chamber**

#### **a. Competence and applicable legal framework**

54. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *DRC* or *Chamber*) analysed whether it was competent to deal with the case at hand. In this respect, the Chamber took note that the present matter was presented to FIFA on 18 February 2022 and submitted for decision on 5 May 2022. Taking into account the wording of art. 34 of the October 2021 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.
55. 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. a) of the Regulations on the Status and Transfer of Players (March 2022 edition), it is competent to deal with the matter at stake, which concerns a dispute in relation to the

maintenance of the contractual stability where there has been an ITC request and a claim from an interested party in relation to said ITC request between a Georgian club and a Serbian player, with involvement of an Uzbek club.

56. 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 (March 2022 edition), and considering that the present claim was lodged on 18 February 2022, the August 2021 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### **b. Burden of proof**

57. 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**

58. 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**

59. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the controversy at the basis of the aforementioned dispute lies fundamentally on the validity of the execution of the extension clause contained in art. 2.2 of the contract.
60. In this context, the Chamber acknowledged that its task was to analyse the circumstances under which the extension option contained in the aforementioned contract was executed and, consequently, to reach a conclusion whether the extension clause mentioned in art 2.2 of the contract could be validly upheld. In this respect, for the sake of completeness, the Chamber deemed appropriate to recapitulate the sequel of events that led to the emergence of the contractual dispute at hand.

61. In this context, the Chamber first and foremost recalled the wording of art. 2.2 of the contract, which stipulates that the contract may be extended until 31 December 2022, in case the salary of the player would be increased by the club to EUR 7,000, or its equivalent in GEL. What is more, the respective article did not contain any conditions in how the execution of such option must be communicated by the club to the player.
62. In continuation, the Chamber focused its attention on the club's letter dated 3 December 2021, addressed to player, informing him of its decision to execute the option of extending his contract until 31 December 2022 and by increasing his salary from EUR 7,000 to EUR 8,000.
63. Subsequently, the DRC observed that it was undisputed by the parties that the player was not in favour of accepting such alleged unilateral extension of the contract, as he was of the opinion that the article 2.2 of the contract was simply '*a clause framing the conditions of this hypothetical future negotiation*'.
64. In continuation, the members of the Chamber referred to the correspondence of the club sent to the player on 5 January and 11 January 2022 (in reply to the player's default letter dated 6 January 2022), by means of which the player was invited to rejoin its team.
65. The members of the Chamber further noted that the player was eventually of the opinion that the contract had expired by law on 15 January 2022, as he had not accepted the alleged unilateral extension clause, and consequently signed a new contract with Navbakhor.
66. At this point, the Chamber pointed out that, in view of the aforementioned facts, the parties have fundamentally divergent positions: on the one hand, the club claims that the extension of the contract was validly triggered, by increasing player's salary from EUR 6,000 to EUR 7,000 (as from 22 July 2021, when the player had reached the bar of playing in 60% of the club's official matches) to EUR 8,000 (as from 3 December 2021, when the club communicated that it had raised the player's salary and thus had triggered the extension option). On the other hand, the player claims that he never accepted the club's offer to extend the contract, and that the club only at a very late stage invoked the alleged existence of a unilateral extension option and thus acted in bad faith, as it, in spite of being aware of the player's refusal to extend the contractual relation, unilaterally executed the extension option against the player's will.
67. In this context, and by entering into the analysis of the alleged unilateral extension clause, the Chamber deemed that – in line with the jurisprudence of the Chamber and the Court of Arbitration for Sport (CAS) in this respect, in combination with the criteria developed in the legal literature – the complete circumstances under which the clause was agreed upon should be taken into account. At this point, the members of the Chamber deemed it appropriate to

recall the elements, which it deemed relevant for the assessment whether the unilateral extension option, in the current matter, can be validly upheld:

- the potential maximal duration of the employment contract shall not be excessive;
- the unilateral extension option must be exercised by the club within an acceptable deadline, before expiry of the current employment contract;
- the salary reward derived from the option right must be defined in the original contract and must correspond to a '*substantial salary increase*';
- one party may not be at the complete mercy of the other party in regards to the contents of the employment contract;
- the option must be clearly established and emphasized in the original contract, so that the player is aware of it at the time of signing the contract;
- the extension option should be proportional to the main contract;
- It would be advisable to limit the number of extensions to one sole extension.

68. In view of the above, the Chamber finds that the above elements give helpful guidance as to the question whether or not the option clause at stake is valid or not, as will be set out below. However, for the sake of completeness, it must be underlined that the overall package of elements is decisive in order to assess the validity of such clause. The specific circumstances of each and every case are always decisive.

69. Upon analysis of the abovementioned factors, the members of the Chamber first of all wished to point out that - in its opinion - the wording of the clause in art. 2.2 appears not to be unequivocally clear and is not clearly established, once read in combination with the wording of article 4 of the contract. Based on these articles, the parties "may" extend the contract until 31 December 2022, in case the player's salary would be increased (from EUR 6,000 or its equivalent in GEL) to EUR 7,000 or its equivalent in GEL.

70. In the Chamber's opinion, it became however - from information on file, the sequence of events and the contents of the contract - not entirely clear as to when the extension option, which in itself did not provide for an excessive extension of the contract, would need to be lifted and as to whether the extension option would be triggered in case the player's salary would be increased to EUR 7,000 in case the player would participate in 60% of the official matches of the club, or whether a separate salary increase would be necessary. In this respect, the members of the Chamber reiterated the aforementioned unclarity also follows from the

behaviour of the parties, which had agreed on two different occasions, i.e. on 22 July 2021 and 3 December 2021, on a salary increase of the player.

71. What is more, irrespective of the foregoing, the Chamber deemed it important to note that the club itself was rather hesitant in its communication towards the player regarding the alleged extension of the contract. From the information on file, it can be noted that the club - after the salary increase from EUR 6,000 to EUR 7,000 on 22 July 2021 (because the player played in 60% of the official matches of the club) remained silent for more than 4 months, until on 3 December 2021, slightly more than one month before the expiry of the contract, it announced a second salary increase to EUR 8,000 to the player, as well as the alleged unilateral extension of the contract.
72. In the Chamber's view, said attempt to lift the extension option, only communicated to the player on 3 December 2021 after a previous salary increase had already taken place on 22 July 2021, was made at a rather late point in time. In this regard, the Chamber notes that also no deadline was mentioned in the contract itself. Furthermore, the Chamber wished to explicitly refer to the fact that the contract would already expire on 15 January 2022 and that thus, the player was only made aware of the potential extension of the contract at short notice. In other words, the Chamber finds that the option was not exercised by the club within an acceptable deadline, before expiry of the current employment contract.
73. Additionally, the Chamber deemed it crucial to point out the club is of the opinion that by increasing the player's salary from EUR 7,000 to EUR 8,000 (an amount which is not mentioned in the contract and/or in the relevant extension option) on 3 December 2021, it had validly triggered the extension option. However, also in light of abovementioned criteria, the members of the Chamber remarked that a salary increase from EUR 7,000 to EUR 8,000, i.e. approximately 15%, which is an important element in view of the above list, in its view and taken into account the particularities of the matter at hand, cannot be considered as a substantial salary raise. Therefore, also this criterion is not met as there was no substantial salary increase.
74. In conclusion, the members of the Chamber were of the opinion that from the entire circumstances of the case, the wording of the clause and the behaviour of the club, the image arose of a player that was left at the mercy of the club when it came to the possible extension of the contract.
75. In view of all the above considerations, the Chamber concluded that art. 2.2 of the contract cannot be considered as a valid unilateral extension option and thus should be disregarded. The Chamber therefore concluded that as from 16 January 2022, the player was no longer contractually bound to the club and, as such, he was free to enter an employment relationship with any club of his choice. As a consequence, the Chamber deemed that neither the player breached his contract with the club, nor had Navbakhor induced any type of breach.

76. In view of all the aforementioned, the Chamber decided to entirely reject the claim of the club, and to partially upheld the counterclaim of the player.

## ii. Consequences

77. Having stated the above, the members of the Chamber turned their attention to the question what the consequences of the expiry of the contract on 15 January 2022 would be, taking into account the respective requests made by the player in his counterclaim.

78. The Chamber observed that in order to establish the financial obligations deemed as outstanding in the present case, the following three requests of the player should be analysed:

- the player's request to be awarded an amount of EUR 1,076 as outstanding part of the December 2021 salary;
- the player's request to be awarded an amount of EUR 3,500 as *pro rata* outstanding part of the January 2022 salary (for the period between 1 and 15 January 2022);
- the player's request to be awarded an amount of USD 3,000 as bonus for reaching the second qualifying round of the UEFA Conference League.

79. As to the salary for the month of December 2021 (EUR 7,000), the members of the Chamber noted that it could be established - from the documentation and explanation provided by the club - that said salary was indeed paid in two instalments: (a) an amount of EUR 1,000 on 20 January 2022 and (b) an amount of EUR 6,000 on 31 January 2022. What is more, the Chamber concluded that the player was not able to demonstrate with convincing documentation that indeed an amount of EUR 76 remained outstanding, due to currency exchange rates.

80. What is more, as to the *pro rata* part of the salary claimed for the month of January 2022, the Chamber first of all established that from the information on file it can be noted that until 31 January 2022, several salaries remained unpaid by the club, as well as that the club's request to the player to rejoin its team on 5 January 2022 was rather vague and indirect, and that only on 10 January 2022, a clear request to rejoin the team was made by the club. Under these circumstances, with the contract already expiring on 15 January 2022 and several salaries remaining outstanding, the Chamber was in the specific matter at hand of the opinion that the fact that the player did not return to the club, would not deprive him from his right to receive his monthly remuneration for the time the contract was still in force. In conclusion, the Chamber established that - since the contract remained in force until 15 January 2022 - the club is obliged to pay to the player the *pro rata* part of the salary for January 2022, i.e. EUR 3,500, plus 5% interest *p.a.* as from 16 January 2022.

81. Finally, as to the bonus of USD 3,000 claimed by the player, the members of the Chamber noted that from the contents of the relevant clause in the mutual agreement, it follows that - in order for the bonus to become due to the player - the club should indeed have qualified to the Group Stage of the Conference League. Based on the documentation on file, the Chamber could - to its comfortable satisfaction - establish that such event did not take place, as the club was eliminated in the preliminary qualification rounds. As a result, the members of the Chamber decided to reject this part of the claim.
82. As a consequence of the above, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the club is liable to pay to the player the amounts claimed as outstanding under the contract, in total EUR 3,500, as detailed above.
83. In addition, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest at the rate of 5% *p.a.* on the outstanding amounts as from 16 January 2022 until the date of effective payment.
84. Having established all the foregoing, the members of the Chamber concluded their deliberations by establishing that the claim of the club is rejected and that the counterclaim of the player is partially accepted.

### iii. Compliance with monetary decisions

85. Finally, taking into account the applicable Regulations, the Chamber 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.
86. In this regard, the Chamber 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.
87. Therefore, bearing in mind the above, the Chamber decided that the club must pay the full amount due (including all applicable interest) to the player within 45 days of notification of the decision, failing which, at the request of the player, 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 club in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

88. The club shall make full payment (including all applicable interest) to the bank account provided by the player in the Bank Account Registration Form, which is attached to the present decision.
89. The Chamber 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**

90. 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.
91. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation, such as reimbursement of legal fees as claimed by the player, shall be awarded in these proceedings.
92. Lastly, the DRC 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 / Counter-Respondent, FC Dinamo Tbilisi, is rejected.
2. The counterclaim of the Respondent / Counter-Claimant, Zoran Marušić, is partially accepted.
3. The Claimant / Counter-Respondent has to pay to the the Respondent / Counter-Claimant, the following amount(s):
  - EUR 3,500 as outstanding remuneration, plus 5% interest *p.a.* as from 16 January 2022 until the date of effective payment.
4. Any further claims of the Respondent / Counter-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 Claimant / Counter-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 Respondent / Counter-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

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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).

**CONTACT INFORMATION**

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