

Decision of the Dispute Resolution Chamber

passed on 12 January 2023

regarding an employment-related dispute concerning the player
Fabio Gonçalves Abreu

BY:

Clifford J. Hendel (USA & France), Deputy Chairperson
Iñigo Riestra (Mexico), member
Tomislav Kasalo (Croatia), member

CLAIMANT / COUNTER-RESPONDENT 1:

Fabio Gonçalves Abreu, Portugal
Represented by Mr Pedro Macieirinha

RESPONDENT / COUNTERCLAIMANT:

Al Batin, Saudi Arabia
Represented by Sport Makers Law Firm

COUNTER-RESPONDENT 2:

KhorFakkan, United Arab Emirates
Represented by Al Junaibi Advocates

I. Facts of the case

1. On 8 October 2020, the Portuguese player, Fabio Gonçalves de Abreu (hereinafter: *the Player*), and the Saudi Arabian club, Al Batin (hereinafter: *the Club*) signed an employment contract (hereinafter: *the Contract*) valid as from the date of signature until 30 June 2022.
2. In accordance with Item 4 of the Contract, the Club undertook to pay to the Player a total remuneration of USD 1,670,000, divided as follows:
 - For the season 2020/2021: total USD 845,000, with USD 220,000 as an advance payment (due 20 October 2020) and 9 times USD 69,444 between October 2020 and June 2021;
 - For the season 2021/2022: total USD 825,000, with USD 100,000 as an advance payment (no due date in Contract) and 12 times USD 60,417 between July 2021 and June 2022.
3. Moreover, in accordance with Item 13.10. of the Contract, the parties agreed as follows:

“The parties agreed that this contract can be extended for an extra year (season 2022/2023), solely by the notification of the club to the player to extend the contract by no later than 30 May 2022. the parties agreed that the value and total salary of this extra year will be six hundred thousand euros (925,000 dollars) (sic) and the first party shall send the letter before the end of the season 2021/2022 to the second party and the second party hereby confirms that he accepts to extend his contract for extra season according to the abovementioned terms without need for further approval.”
4. On 16 June 2021, the Club sent an email to the Player informing him that training would resume on 1 July 2021 and that he must be present for the beginning of training.
5. On 30 July 2021, the Club sent an email to the Player warning him that he was absent without permission and that he was requested urgently to return to the Club, by no later than 31 July 2021.
6. On 7 August 2021, the Club began an internal investigation in which the Player was demanded to give a position as to his unauthorized absence. Furthermore, the Club reduced the Player’s salary for the months of July 2021 and August 2021, allegedly in accordance with the “Model Regulations of Professionalism”.
7. According to the Player, he justified himself in the disciplinary proceedings initiate by the Club and asserted therein that he had lost his passport and was, thus, unable to return to the Club by the stipulated deadline.

8. On 15 August 2021, the Player put the Club in default of payment of the monthly salaries of June 2021 and July 2021, in the amount of USD 129,850, as well as match bonuses of SAR 155,000 and the advance payment of USD 100,000 which allegedly fell due in July 2021.
9. On 18 August 2021, the Club notified the Player that the internal investigation was complete and that he was found to be in breach of his Contract, and that the latter was invited to appeal said outcome of the investigation.
10. On 23 August 2021, the Player sent the Club a further default notice, stating that he received the advance payment of USD 100,000, but maintaining that the salary for June 2021 remained unpaid, the salary for July 2021 remained partially unpaid and that the match bonuses of SAR 155,000 were equally not paid. The Player granted the Club a 15-day deadline to remedy the alleged breach.
11. On 30 August 2021, the Player responded to the Club's investigation and stated that he had lost his passport and that the allegations of unauthorised absence are unfounded.
12. On the same day, the Club replied to the Player and indicated as follows:

"Bonus payments: please note that our players, bonuses are always calculated and based on our Rewards Regulation which states that a starting player shall be rewarded for winning matches with an amount of SAR 5,000.

You requested the bonus of four matches, one of which we did not win (i.e. our match against Al Hilal) Consequently, Mr. Fabio de Abreu is entitled to the winning bonus of three matches only in an amount of 15,000 SR. And in case the Player is asking for any additional bonuses this could be discussed with the team administrative manager directly.

Monthly salaries: We acknowledge the Player's entitlement to the salary of July 2021 and the amount of 120.16 USD outstanding from the salary of June 2021 which The club in good faith postponed deduction of any sanctions to further payments.

Bonus of July 2021: As acknowledged by you, the payment was duly paid in full, and hence no interest rate shall be Due as per the contract for any installments.

Please find attached herewith the two proof of payments:

1. 226,956.46 SAR equivalent to USD 60,417 for the salary of July 2021;
2. 5,480.54 SAR which collectively constitutes the aforementioned due bonus payments in addition to USD 120.16 the remaining amount of the salary of June 2021.

Hence, the Player has received all his financial entitlements in full. And we are looking forward to his great efforts with the team as to achieve the mutual goals for all parties."

13. On 29 January 2022, the Player informed the Club that he considered Item 13.10 of the Contract as invalid and that he was free to look for another club when the term of the Contract ended, without the unilateral extension applying.
14. On 31 January 2022, the Club informed the Player that it wished to exercise the unilateral extension option outlined in Item 13.10 of the Contract and that it, thereby, considered the Contract extended until the end of the 2022/2023 season, with an annual salary of USD 925,000.
15. On 8 February 2022, the Player informed the Club that he considered the unilateral extension option invalid and that the Club was attempting to find a way to prevent the Player from joining another club.
16. On 19 February 2022, the Club sent a letter to the Player insisting that it had the contractual right to extend the Contract by virtue of Item 13.10 thereunder because it contained all essential aspects of a valid unilateral extension clause in line with FIFA's jurisprudence. Furthermore, the Club outlined that, as a consequence of the fact that the Player is the most expensive player ever signed by the Club, it wishes not to sell him.
17. On 7 April 2022, the Player put the Club in default of payment of the salaries for February 2022 and March 2022, as well as match bonuses in the amount of SAR 155,000. In this respect, the Player granted the Club a deadline of 15 days to remedy the alleged breach.
18. On 22 April 2022, the Club replied to the Player and stated that he was not only paid all salaries until the date of the default notice, but equally reiterated that there was no entitlement to bonuses of SAR 155,000, contrary to the Player's claims.
19. On 26 April 2022, the Saudi Arabian Football Federation (SAFF) approved the unilateral extension and registered the Player until the end of the 2022/2023 season.
20. On 10 June 2022, the Club sent a letter to the Player informing him that he had been absent from training for 5 consecutive days and that, as a result, he would be fined 15% of his monthly salary for every further day of absence.
21. On 14 June 2022, the Player replied to the Club and stated that he has not violated the Contract in any way; furthermore, as he had not been informed about the existence of any "internal regulations" of the Club when signing the Contract, the aforementioned fines could not apply.
22. On 2 July 2022, the Player and the Emirati Club, Khorfakkan FC (hereinafter: *the New Club*) signed an employment contract valid as from 1 July 2022 until 30 June 2024 (hereinafter: *the New Contract*).

23. In accordance with the New Contract, the New Club undertook to pay the Player a total compensation of USD 2,000,000, payable as follows:
 - USD 200,000 by 1 August 2022;
 - USD 200,000 by 1 August 2023;
 - USD 66,667 per month, as from 1 July 2022 until 30 June 2024 (= 24 months or USD 1,600,000).
24. On 13 July 2022, the Player put the Club in default of payment of the amounts of USD 120,834 plus SAR 155,000, corresponding to two monthly salaries of USD 60,417 each for the period between May 2022 and June 2022, and bonus payments relating to matches played. In this respect, the Player granted the Club a deadline of 10 days to remedy the alleged contractual breach.
25. On 15 July 2022, the Club informed the Player that he was required to attend the Club's premises by no later than 18 July 2022.
26. On 16 July 2022, the Player informed the Club that he considered the extension clause invalid and that, as a result, he was free to leave because the Contract had naturally expired. Furthermore, the Player once again informed the Club that he had not been paid the salaries for May 2022 and June 2022, as well as the alleged bonuses.
27. On 21 July 2022, SAFF sent a letter to the Club, asking about the Player's contractual situation, as an ITC request was issued by the New Club's Federation (which was subsequently granted).
28. On 23 July 2022, the Club sent a letter to SAFF, informing the latter that the extension had been exercised, that the Player was still under Contract with itself and that any club wishing to sign the Player would have to first contact the Club directly, so as not to commit a breach within the protected period.
29. On 25 July 2022, the Club send a notice to the Player informing him that he would be in serious breach of the Regulations if he were to sign another contract with another club. The Club granted the Player 24 hours to return and cease negotiating with the New Club, as well as inviting him to a zoom call to discuss any potential outstanding amounts, as it believed that it had no debt towards him.
30. On the same day, the Club sent a letter to the New Club, warning the latter that it still had a Contract with the Player and that, should the New Club and the Player disregard this, the Club would lodge a claim before FIFA and put the two breaching parties at risk of having sporting sanctions imposed.

31. Still on the same day, the Player sent a letter to the UAE Football Association, stating that he acknowledges not being bound by a contract to any other club and that he was a free agent when he signed with the New Club.
32. On 26 July 2022, the Player reiterated that he believed the Contract to be terminated, and once again put the Club in default of payment of the two salaries of May 2022 and June 2022, as well as the alleged bonuses of SAR 155,000.
33. On 27 July 2022, the New Club confirmed that it entered an employment contract with the Player on the basis that it was informed by the latter that the Contract had expired on 30 June 2022.
34. On the same day, the Club sent a termination letter to the Player. In said letter, it reiterated all previously mentioned points, namely that it considered the Player to have no outstanding amounts due, that the bonuses of SAR 155,000 are not contractually based, and that the Player was absent without authorization, which permitted the reduction of the salaries for the months of July 2021, August 2021 and June 2022. Furthermore, the Club accused the Player of having received a number of traffic fines, and denounced him for refusing to organize a zoom call to clarify the contractual situation, showcasing significant defiance and breach of contract.
35. On 29 July 2022, the New Club announced the signing of the Player. Equally, the Player sent a further letter informing the Club that he rejected all allegations in its previous correspondences and that he insisted on the payment of the allegedly outstanding amounts as stipulated previously.

II. Proceedings before FIFA

36. On 26 July 2022, the Player filed the claim at hand before FIFA.
37. On 13 September 2022, the Club filed a counterclaim against the Player.
38. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Player

39. According to the Player, the Club failed to pay the salaries for May 2022 and June 2022 under the Contract, in the total amount of USD 120,834, as well as match bonuses in the amount of SAR 155,000.
40. The Player particularly argued that the Club, despite having been put in default of the overdue amounts, failed to comply with its financial obligations under the Contract.

41. The Player also requested interest on all amounts at the rate of 5% *p.a.* as from the respective due dates until the date of effective payment.
42. Lastly, the Player requested the imposition of sporting and disciplinary sanctions on the Club.

b. Position of the Club

43. According to the Club, the Contract was terminated without just cause by the Player. In particular, the former argued that all financial obligations under the Contract had been complied with, with all salaries having been paid, as well as several disciplinary sanctions having been imposed against the Player on the basis of contractual breaches committed by the latter, or infringements of the Model Regulations of Professionalism, which apply by analogy to the Contract.
44. The Club also confirmed having made two further payments to the Player on 29 July 2022, in the amount of SAR 100,000 and SAR 6,416 each.
45. The Club further outlined that it remained in constant contact with the Player and issued several warnings as to his misconduct, therefore being able to document that it made all deductions from the Player's salary fairly.
46. Additionally, the Club outlined that the Contract had been unilaterally extended by virtue of Item 13.10 of the Contract, and that said clause was in line with FIFA's and CAS' jurisprudence on unilateral extension clauses.
47. Thus, according to the Club, the Contract was still valid until 30 June 2023, and the Player terminated it without just cause.
48. In its request for relief, the Club claimed the following amounts:
 - USD 3,520,000 as compensation plus 18% annual interest as from the date of termination of the Contract until the date of effective payment;
 - The imposition of a playing ban of 6 months on the Player, as well as a transfer ban of two entire and consecutive transfer windows on the New Club.

c. Response of the Player to the Counterclaim

49. In his response, the Player pointed out that he had been absent in 2021 when the Club alleged to have sanctioned him with fines for unauthorised leave, because he had his passport stolen. In this regard, the Player submitted copies of his old and new passports as evidence and stated that the different dates corroborate this statement.
50. The Player also argued that the Club made him sign the “Regulations for Professionalism” on 7 August 2021 when the internal disciplinary proceedings had already commenced, and the Player was previously not aware of them, thereby making them separate from the Contract.
51. Therefore, the Player insisted that the Club’s deductions to his salary were unjustified.
52. As to the unilateral extension clause, the Player argued that the clause under Item 13.10 of the Contract significantly infringed his freedom of movement and the terms thereunder were extremely confusing, based on the fact that they stated that the Club undertakes to pay the Player “*six hundred thousand euros (925,000 dollars)*”. The Player argued that this lack of clarity renders the extension clause not sufficiently clear to comply with the standards set by FIFA and CAS jurisprudence.
53. The Player equally submitted that he made his position about the extension clause, and his freedom to negotiate a new contract after 30 June 2022 very clear to the Club, who unduly maintained that it was in charge of the extension and the Player’s future.
54. Furthermore, the Player disputed having missed any training sessions or matches, and outlined that he replied to the Club’s letter of 10 June 2022 on 14 June 2022, in which he indicated that he never missed any training sessions or matches and had, in no way, violated the Contract.
55. Thus, the Player maintained that the Contract expired naturally and that, due to the lack of disciplinary infringements as otherwise alleged by the Club, he was owed outstanding remuneration as previously outlined.
56. The Player otherwise reiterated his previous position as to the remaining arguments of the Club.

d. Response of the New Club to the Counterclaim

57. In its response to the counterclaim, the New Club largely reiterated the points mentioned by the Player about the validity of the extension option, in particular the lack of clarity as to the remuneration due thereunder, and how this affects the validity of the clause in line with CAS jurisprudence.

58. Beyond this, the New Club commented on its own liability in the alleged inducement of the purported termination of the Player. In this respect, the former outlined that the Club failed to meet the burden of proving that the former had induced any contractual termination or breach potentially committed by the Player as there was no offer made prior to the expiry of the Contract or after the activation of the unilateral extension option. In any case, according to the New Club, as the extension option was invalid, no liability can arise out of any potential inducement.
59. On the same point, the New Club also argued that the Club tacitly acknowledged that the Contract had expired by not lodging a claim for unlawful termination until the Player lodged a claim before FIFA. Therefore, according to the New Club, the Club is making up contractual breaches committed by the Player to escape its own liability of the outstanding amounts.
60. The New Club also argued that the fact that the Club is claiming reimbursement for the transfer fee as it "did not get the value it originally paid for the Player of EUR 2,550,000" demonstrates that it only purports having activated the extension option out of bad faith.
61. Thus, the New Club rejected the counterclaim in its entirety.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) 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 26 July 2022 and submitted for decision on 12 January 2023. Taking into account the wording of art. 34 of the October 2022 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
2. Subsequently, the members of the Chamber 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 (October 2022 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 Portuguese player and a Saudi Arabian club, with an Emirati club as intervening party.
3. 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 (October 2022 edition), and considering that the present claim was lodged on 26 July 2022, the July 2022 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

4. 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

5. 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

6. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute the payment of certain contractually stipulated amounts, as well as, centrally, the validity of the unilateral extension clause contained in Item 13.10 of the Contract.
7. As a consequence, the Chamber noted, the Player's request was based entirely on the payment of outstanding amounts under the Contract, whereas the Club's claim was for compensation based on the purportedly unlawful termination of the Contract and inducement thereto by the New Club.
8. In this context, the Chamber acknowledged that it its task was to establish, firstly, whether or not the payments which were alleged as outstanding indeed remained as such, and furthermore whether the abovementioned unilateral extension clause could indeed be considered valid, or whether the Contract expired naturally on 30 June 2022.
9. To begin with, the Chamber recalled the Player's assertion that the Club was in debt with regards to the following amounts after the expiration / termination of the Contract, based on the initial claim for outstanding remuneration:
 - Salary for May 2022, in the amount of USD 60,417;
 - Salary for June 2022, in the amount of USD 60,417;
 - Match bonuses in the amount of SAR 155,000.
10. Furthermore, the Chamber took note of the Club's counterargument that the Player provided no evidence of being entitled to the bonuses in the amount of SAR 155,000, as well as all other financial entitlements having been either paid or justifiably reduced on the grounds of disciplinary infringements by the Player.
11. Having considered the above argumentations and supporting evidence, the Chamber firstly turned to the entitlement of the bonus payments in the amount of SAR 155,000. In this respect, the Chamber noted that the Player provided no evidence, such as a match calendar or an internal table of the Club, to corroborate his entitlement to such payments.
12. Furthermore, the Chamber observed that the Contract contained no specific provision with regards to bonus payments, suggesting that the bonus payment effected on 30 August 2021 was entirely discretionary on the Club's side. Thus, the Chamber concluded that the Player failed to demonstrate, in accordance with art. 13 par. 5 of the Procedural Rules, that he is entitled to the bonus payments as claimed.

13. Thereafter, the Chamber turned to the analysis of the allegedly outstanding salary payments under the Contract. In this respect, it revisited the Club's argumentation that the Player received two payments of SAR 6,461 and SAR 100,000 and that, additionally, several deductions were made to the Player's salary with the following justifications:
 - Absence for 14 consecutive days in July / August 2021, resulting in a salary deduction of USD 60,417 (one month) respectively;
 - Absence in June 2022, missing training between 2 and 6 June 2022, resulting in a sanction of SAR 101,954 (or USD 27,150);
 - Traffic fines of SAR 18,600 or USD 4,950.
14. The Chamber noted, in particular, that the Club provided proof of payment of only the first payment of SAR 6,461. Consequently, the Chamber firstly established that the only payment which may be considered as having been effected by the Club is in the amount of SAR 6,461, or approx. USD 1,717, and that the burden of proving that any further payments had been made, was not met by the Club.
15. As to the traffic fines allegedly incurred by the Player, and subsequently allegedly covered by the Club, the Chamber pointed out that the Club failed to provide any evidence of having paid these traffic fines on the Player's behalf, and in any case, that it was the Player's responsibility to make these payments to the relevant authority. Therefore, the Chamber concluded that these traffic fines may not be taken into consideration for the purpose of the present proceedings.
16. Consequently, the Chamber remarked that the amount of USD 119,117, i.e., USD 120,834 minus USD 1,717, may be established as having remained unpaid. In light of said conclusion, the Chamber subsequently deliberated whether or not said non-payment could be validly justified by the Club.
17. In this respect, the Chamber deemed that the Club's reasons for the above deductions were not sufficiently corroborated by accompanying evidence. In particular, with regards to the absence from training in July 2021 and August 2021, the Club failed to submit any evidence of said absence, such as an attendance sheet. Furthermore, the Player provided an adequate justification, namely the renewal of his passport, which was supported by adequate evidence by the latter. In any case, the Chamber wished to point out that said instalment was not claimed as unpaid by the Player.
18. In turn, for the salary of May 2022, the Chamber observed that the Club provided neither a justification for not having paid said salary, nor has it submitted any proof of payment to successfully demonstrate that a payment had actually occurred, contrary to the Player's allegation of non-payment. Thus, the Chamber deemed that the salary for May 2022 had remained unpaid and that it was payable.

19. Lastly, concerning the salary for June 2022, which the Club withheld on account of an alleged unauthorised absence by the Player, the Chamber once again noted that no evidence was provided by the Club to corroborate said assertion, which was contested by the latter. Thus, in the absence of any other justification, the Chamber concluded that the salary was unlawfully withheld, and that it shall be payable to the Player as a consequence thereof, minus the acknowledged payment of USD 1,717 which had occurred on 29 July 2022.
20. Therefore, in conclusion, the Chamber held that, in accordance with the general legal principle of *pacta sunt servanda*, the Player is, in any event entitled to receive outstanding remuneration in the amount established as outstanding above, namely USD 119,117.
21. The Chamber subsequently turned to the question of whether the Contract could be deemed as extended by virtue of the provision contained in Item 13.10 of the Contract. In this respect, the Chamber revisited the wording of said provision, which stated as follows:

“The parties agreed that this contract can be extended for an extra year (season 2022/2023), solely by the notification of the club to the player to extend the contract by no later than 30 May 2022. the parties agreed that the value and total salary of this extra year will be six hundred thousand euros (925,000 dollars) and the first party shall send the letter before the end of the season 2021/2022 to the second party and the second party hereby confirms that he accepts to extend his contract for extra season according to the abovementioned terms without need for further approval.”
22. Upon its analysis of the aforementioned clause, the members of the Chamber wished to first point out that, in their estimation, the wording of Item 13.10 of the Contract appears not to be unequivocally clear and is not clearly established, particularly given the contradiction between the numerical figure “925,000 dollars” and the wording “six hundred thousand euros”.
23. What is more, based on the wording of the clause itself, as well as the correspondence exchanged between the parties between January 2022 and the date the contractual relations had ceased to exist, the Chamber perceived that the Player was at the mercy of the Club. The Chamber particularly pointed towards the fact that the Player had made it known, in a timely manner and on more than one occasion before the Club exercised the purported option, that he wished to depart from the Club, creating the image that the Player’s contractual freedom was entirely in the hands of the latter.
24. In light of the above, the Chamber held that the provision contained in Item 13.10 of the Contract should thus be disregarded. By way of consequence, the Contract was deemed to have a term expiring naturally on 30 June 2022, and the Chamber concluded that the

Player had not breached the Contract with the Club, nor had the New Club induced the former thereto.

25. In conclusion, the Chamber decided to entirely reject the counterclaim submitted by the Club.

ii. Consequences

26. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
27. The Chamber recalled that the outstanding remuneration at the time of expiration of the Contract, coupled with the specific requests for relief of the Player, was equivalent to the amount of USD 119,117.
28. As a consequence, 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 which were outstanding under the contract at the moment of the termination, i.e. USD 119,117.
29. Lastly, taking into consideration the Player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the former interest at the rate of 5% *p.a.* on the outstanding amounts as from the following dates:
- on the amount of USD 60,417, as from 1 June 2022 until the date of effective payment;
 - on the amount of USD 58,700, as from 1 July 2022 until the date of effective payment.

iii. Art. 12bis of the Regulations

30. In continuation, the Chamber referred to art. 12bis par. 2 of the Regulations, which stipulates that any club found to have delayed a due payment for more than 30 days without a *prima facie* basis may be sanctioned in accordance with art. 12bis par. 4 of the Regulations.
31. To this end, the Chamber confirmed that the Player put the Club in default of payment of the amounts sought on the date of 26 July 2022, and that, of those amounts, USD 58,700 (i.e. the remainder of the salary for May 2022) had been overdue for more than 30 days. Moreover, the Chamber confirmed that the Player granted the Club a 15-day deadline to cure such breach.

32. Accordingly, it was established that the Club had delayed a due payment without a prima facie contractual basis. It followed that the criteria enshrined in art. 12bis of the Regulations were partially met in the case at hand.
33. The Chamber further established that, by virtue of art. 12bis par. 4 of the Regulations, it had competence to impose Sanctions on the Club. On account of the above and bearing in mind that this was the 7th offence committed by the Club within the last two years:
- 1) FPSD-2174, notified on 7 June 2021;
 - 2) FPSD-3108, notified on 3 November 2021;
 - 3) FPSD-5225, notified on 19 April 2022;
 - 4) FPSD-6053, notified on 4 August 2022;
 - 5) FPSD-6317, notified on 1 September 2022;
 - 6) FPSD-7047, notified on 13 October 2022,

the Chamber decided to impose a fine in the amount of USD 22,500 upon the Club, in accordance with art. 12bis par. 4 lit. c) of the Regulations.

34. In this context, the Chamber highlighted that a repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty in accordance with art. 12bis par. 6 of the Regulations.

iv. Compliance with monetary decisions

35. 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.
36. In this regard, the DRC 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.
37. Therefore, bearing in mind the above, the DRC 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 Respondent in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

38. 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.
39. The DRC 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.

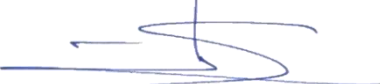
d. Costs

40. 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.
41. 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 shall be awarded in these proceedings.
42. 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 1, Fabio Gonçalves Abreu, is partially accepted.
2. The Respondent / Counterclaimant, Al Batin, has to pay to the Claimant / Counter-Respondent 1 the following amount:
 - **USD 119,117 as outstanding remuneration** plus interest as follows:
 - 5% interest *p.a.* over the amount of USD 60,417 as from 1 June 2022 until the date of effective payment;
 - 5% interest *p.a.* over the amount of USD 58,700 as from 1 July 2022 until the date of effective payment.
3. Any further claims of the Claimant / Counter-Respondent are rejected.
4. The Respondent / Counterclaimant's counterclaim is rejected.
5. A **fine of USD 22,500** is imposed on the Respondent / Counterclaimant.
6. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
7. 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.
8. The consequences **shall only be enforced at the request of the Claimant / Counter-Respondent** in accordance with article 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
9. 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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