

Decision of the Players' Status Chamber

passed on 15 July 2024

regarding a dispute concerning the transfer of
the player A

BY:

CLAIMANT:

Club A, Country A

RESPONDENT:

Club B, Country B

Represented by

I. Facts of the case

1. On 13 August 2021, the club from Country A, Club A (hereinafter: the Claimant), and the Country B Club B (hereinafter: the Respondent) concluded an agreement (hereinafter: the Transfer Agreement) regarding the definitive transfer of the player A (hereinafter: the Player) from the Claimant to the Respondent.
2. In accordance with article 2 of the Transfer Agreement, the Respondent undertook to pay the Claimant the following:
 - "2.1 Club A will transfer 100% (one hundred percent) of the rights of the player to Club B for the amount of 7 000 EURO (seven thousand euro).*
 - 2.2 Club A shall receive 50% (fifty percent) of the net transfer fee received by Club B on case of a future sale of the player to a third club."*
3. In January 2024, the Player was transferred from the Respondent to the Country C Club C. Here are the relevant clauses of the contract between the Respondent and Club C:
 - "2.1. In consideration for the definitive transfer of the Player, the Buying Club shall pay to the Selling Club a fee of 750.000,00 EUR (seven hundredfifty thousand euro) (hereinafter the "Transfer Fee"), exclusive of Value Added Tax.*
 - [...]
 - 2.3. The Transfer Fee will be payable, taking into account the following payment schedule:*
 - 2.3.1. payment will be done at latest 10 days after the Transfer Conditions are met: 250.000,00 EUR*
 - 2.3.2. By 15th July 2024: 250.000,00 EUR*
 - 2.3.3. By 15th January 2025: 250.000,00 EUR"*
4. According to the Transfer Matching System (TMS), the Player was first transferred from the Country D Club D to the Country B Club B, and then from the Country B Club B to the Country C Club C.
5. By correspondence dated 13 February 2024, the Claimant put the Respondent in default and requested payment of 50% of the transfer of the Player to the Country C Club C.

II. Proceedings before FIFA

6. On 18 February 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

7. According to the Claimant, it is entitled to 50% of the net transfer fee received by the Respondent for the transfer of the Player to the Country C Club C.
8. The requests for relief of the Claimant, as amended, were the following:

"The amount of the claim is €375.000,00 (three hundred and seventy-five thousand euros)

Club B, Country B will receive the transfer fee of the player as follows:

1. Already received: €250.000,00 (Two hundred and fifty thousand euros)

2. On 15/07/2024: €250.000,00 (Two hundred and fifty thousand euros)

3. On 15/01/2025: €250.000,00 (Two hundred and fifty thousand euros)

Therefore, we request the immediate payment of €125.000,00 (One hundred and twenty-five thousand euros), as well as proof of payment of €125.000,00 (One hundred and twenty-five thousand euros) on 15/07/2024 and 15/01/2025."

b. Position of the Respondent

9. According to the Respondent, the Player had never been registered with the Claimant, and the International Transfer Certificate (ITC) was never in Country A. Consequently, it is the Respondent's position that the Player was a free agent at the time of the Transfer Agreement, which should therefore be considered unenforceable.
10. In addition, the Respondent argued that the employment contract between the Player and the Claimant refers to *Club A*, instead of *Club A A.F.C.* and lacks a signature or authorization from the Player's guardian or legal representative, rendering it legally ineffective as the Player's was a minor.

c. Replica of the Claimant

11. The Claimant argued that it made a strategic decision to change the name from *Club A Football Academy* to *Club A Football Club* in 2023. In addition, the Claimant indicated that the Player was at *Club A* since 2020, and that it did not receive his TMS keys until he participated in professional competitions in September 2021.

d. Duplica of the Respondent

12. The Respondent reiterated that no valid and enforceable Transfer Agreement containing a sell-on fee regarding the Player was ever signed between the parties, as the Claimant has never possessed any rights to the Player.

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

13. First of all, the Players' Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 18 April 2024 and submitted for decision on 15 July 2024. Taking into account the wording of art. 34 of the May 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.
14. 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 February 2024 edition), the Single Judge is competent to deal with the matter at stake, which concerns a dispute regarding the transfer of a player with an international dimension between a club from Country A and a Country B club.
15. 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 (February 2024 edition) and considering that the present claim was lodged on 18 April 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

16. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he may consider evidence not filed by the parties, including without limitation the evidence generated by or within the TMS.

c. Merits of the dispute

17. 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 it 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

18. The foregoing having been established, the Single Judge moved to the substance of the matter and took note of the fact that this claim concerns allegedly outstanding amount pursuant to article 2.2 of the Transfer Agreement. In addition, the Single Judge noted that, firstly, the Respondent disputes the validity of the Transfer Agreement.
19. In this context, the Single Judge acknowledged that its task was to determine whether the Transfer Agreement had been validly concluded and executed between the parties and, consequently, whether the sell-on fee was payable by the Respondent.
20. On this note, the Single Judge sought the true and common intention of the parties regarding the Transfer Agreement and determined that their true will can be established from the unambiguous wording of the articles 2.1 and 2.2. of the Transfer Agreement.
21. The Single Judge also observed that the parties signed the Transfer Agreement and, at any point, did not challenge its authenticity, which explicitly indicates their free consent and agreement on its terms and conditions. In this regard, the requirements of the offer and acceptance were duly met as parties sign legal documents at their own risk. Consequently, the Single Judge held that the Transfer Agreement had been validly concluded.
22. In addition, the Single Judge noted that that the Transfer Agreement was subsequently executed as the Claimant received the amount of EUR 7,000 and according to the evidence on the TMS, the Player was duly registered with the Respondent. In this respect, the Single Judge reiterated that the Respondent never requested reimbursement or challenged the validity of article 2.1 of the Transfer Agreement. As per the legal principle *venire contra factum proprium*, the Respondent cannot challenge the validity of the sell-on fee pursuant to article 2.2 of the Transfer Agreement but accept the payment of the transfer fee.
23. Considering the above, the Single Judge determined that the Claimant is contractually entitled to receive from the Respondent 50% of the sell-on fee received by the Respondent from Club C, considering the Player's transfer and registration from the latter to the Country C club. More precisely, the Claimant is entitled to EUR 125,000 as the requested instalment of the Transfer Agreement amounts to EUR 250,000.

ii. Consequences

24. Having stated the above, the Single Judge decided, in accordance with the general legal principle of *pacta sunt servanda*, that the Respondent is liable to pay to the Claimant the amount of EUR 125,000 as outstanding remuneration.
25. In addition, taking into consideration the Claimant's request as well as the constant practice of the PSC in this regard, the Single Judge decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amount as from 1 March 2024 until the date of effective payment.

iii. Compliance with monetary decisions

26. 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.
27. 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.
28. 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.
29. 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.
30. 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.

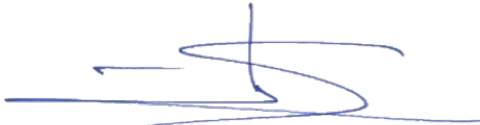
d. Costs

31. Finally, the Single Judge referred to art. 25 par. 1 and 2 of the Procedural Rules, according to which in disputes between clubs, costs in the maximum amount of USD 25,000 are levied. As per art. 25 par. 5 of the Procedural Rules, the Single Judge will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid.
32. Taking into account that the claim of the Claimant has been fully accepted, the Single Judge concluded that the Respondent shall bear the costs of the current proceedings before FIFA. According to Annexe A of the Procedural Rules, the costs of the proceedings are to be levied on the basis of the amount in dispute. Consequently, the Single Judge concluded that the maximum amount of costs of the proceedings corresponds to USD 5,000.
33. In light of the above, the Single Judge determined the costs of the current proceedings to the amount of USD 5,000 and concluded that said amount has to be paid by the Respondent in order to cover the costs of the present proceedings.

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Club A, is accepted.
2. The Respondent, Club B, must pay to the Claimant the following amount:
 - **EUR 125,000 as outstanding amount** plus 5% interest *p.a.* as from 1 March 2024 until the date of effective payment.
3. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
4. 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.
5. 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.
6. The final costs of the proceedings in the amount of USD 5,000 are to be paid by the Respondent to FIFA. FIFA will reimburse to the Claimant the advance of costs paid at the start of the present proceedings (cf. note relating to the payment of the procedural costs below).

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules Governing the Football Tribunal).

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