

Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 27 November 2014,

in the following composition:

Geoff Thompson (England), Chairman
Mario Gallavotti (Italy), member
Johan van Gaalen (South Africa), member

on the matter between the player,

Player V, from country B

as Claimant / Counter-Respondent 1

and the club,

Club S, from country P

as Respondent / Counter-Claimant

and the club,

Club L, from country B

as Counter-Respondent 2

regarding an employment-related dispute arisen between the parties

I. Facts of the case

1. On 6 July 2011, the player from country B, Player V (hereinafter: *the player* or *Claimant / Counter-Respondent 1*) and the club from country P, Club S (hereinafter: *the club* or *Respondent / Counter-Claimant*), concluded an employment contract (hereinafter: *the contract*) valid as from 1 July 2011 until 30 June 2016.
2. In accordance with the contract, the player was entitled to the amount of EUR 1,839,500 per season payable in 12 equal installments of EUR 153,292, due on the 5th day of the following month, as well as to the gross amount of EUR 1,100 per month as rent.
3. Also on 6 July 2011, the player and club entered into an "Annex", art. 1 of which states: *"The gross amount of EUR 1,839,500 (...) shall have to correspond with the net amount of EUR 1,100,000 for each season.*
4. Art. 12 of the contract stipulates: *"In the event that either party terminates this contract allegedly with just cause, and the FIFA Dispute Resolution Chamber or the Court of Arbitration for Sport does not recognize the existence of such good reason, the defaulting party shall be obliged to compensate the other party for the damages caused by the illegal action, settling hereby a penalty clause with the compensation amount to be paid as detailed below:*

If Club S illegally terminates this agreement, it shall be obliged to pay the player compensation corresponding to the remuneration value falling until the end of this agreement, it may, however, deduct the compensation value that the player would receive for the same sporting activity exercised for another entity within the period corresponding to the one stipulated in the cancelled agreement

If the player illegally terminates this agreement, he shall be bound, based on juridical and labour grounds, to pay Club S a compensation corresponding to the value of the remuneration that must be given to the end of the terminated agreement, because he joined another club, and on legal sports grounds, he shall be bound to pay the amount of EUR 25,000,000, corresponding to the estimated costs for sports participation of the player incurred by the parties hereunder related to this agreement as well."
5. In January 2012, the player was loaned to Club X until 30 June 2012. Subsequently, the player was loaned to Club Y until 31 December 2012 and to Club Z until 30 June 2013.
6. On 28 June 2013, the player asked the club about the upcoming season, his status in the club, if there was *"an agenda"* for the next weeks and if there are *"any*

other options for me", outlining that he would do "his best to cooperate for a best solution for both sides".

7. On 1 July 2013, the club's in-house counsel replied to the player asking him if he had talked to the new directors, stating that he was *"not aware of your future"*.
8. Equally, the following e-mails were exchanged between the agent of the player and the in-house counsel of the club:
 - 30 June 2013: the agent asks the club for its position on the player while stating that the player is *"waiting your call for training before the championship."*
 - 2 July 2013: the club replies that the coach is not *"counting with Player V for the future"*, and proposes a deal with Club Q (player for free to Club Q), on the condition that the agent will *"forgive your remaining credit"*.
 - 10 July 2013: the agent replies that the player wants to stay with the club. However, at the same time, the agent proposes an exchange of loans: the player to Club Q and two players from Club Q to the club. The agent also insists on his credit.
 - 11 July 2013: the club asks the agent about the costs of the players from Club Q, to which the agent replies, after which the club states that it is not interested.
 - 12 July 2013: the agent informs the club that he does not understand what it wants, that it has to summon the player for training and that it must pay his credit.
9. Also, the player and the in-house counsel exchanged some emails between 9 and 12 July 2013, starting with the player stating he is happy to remain with Club S for the next 3 years, thereafter asking for his money for 3 years *"give me a document for free and after this I go from Club S. Dis is ok for Club S?"* and then demanding that the counsel calls him as he and the club *"brock my balls, testa di cazzo."*
10. What is more, via a *whatsapp* conversation, the technical director of the club, Mr F informed the player:
 - On 1 July 2013, that he should arrive in the academy on 8 July 2013;
 - On 4 July 2013, that he should arrive in the academy on 15 July 2013;
 - On 12 July 2013, that he should arrive on 15 July 2013 to train with the B team or have one more week of vacation until 22 July 2013, *"and then we talk"*.
11. To the latter two messages, the player answered with *"Hahahaha"*.
12. On 20 July 2013, the apparent lawyer of the agent requested the club to pay the agent's commission. Equally, he stated that the player had not received a notice

from the club to start preparation and *“he invite to communicate where and when he has to join the team.”*

13. On 26 July 2013 at 13:09, the club informed the player via e-mail that it sent him a message on 12 July 2013 saying that he had 2 options: either join the B team on 15 July 2013 or extend his vacation until 22 July 2013. *“you didn’t tell us nothing, so we assumed that you preferred to extend your vacations period until July 22. So, and as you didn’t show up since that date (22), you are in breach of the contract. You should arrive in Academy, for training sessions, as soon as possible.”*
14. One hour later, on 26 July 2013 at 14:14, the club informed the player via e-mail: *“Sorry, I mean as soon as possible, during today.”*
15. The player alleged having only received these two e-mails on 3 August 2013, as an enclosure to the e-mail of that date (cf. par. I./19. below).
16. Also on 26 July 2013, the club’s in-house counsel e-mailed the player that he was causing damages to the club, that he had to follow the order of the club’s “Football Department”, as well as indicating *“if you want us to find a new club for you, you should have arrived on 15 July and start training session (...)”*.
17. The player alleged having never received the e-mail dated 26 July 2013 sent by the club’s in-house council.
18. On 31 July 2013, the club e-mailed the agent outlining that it tried its best to find a solution regarding the player: *(...) we tried our best during the first 15 days of July, then we ask him to return but allow to be on vacation one more week and he preferred to be on vacation, and since then Player V is missing”*. Also, the club outlined its difficult financial position and asked the agent to find a solution, *“a team, because Player V needs a team to play and we don’t have more time or money to do it. Whenever you want I am available to a meeting (...)”*
19. On 3 August 2013, the club reminded the player via e-mail that he is in breach of contract since 22 July 2013. *(...) you should arrive in Academy, for training session, complying with your contractual obligations. It’s up to you.”*
20. Also on 3 August 2013, the alleged lawyer wrote to the club stating that with his e-mail of 20 July 2013 (cf. par. I./12. above), he had asked when the player should arrive for the training; *“he had not had a official communication from Club S with telegram and he didn’t read your email. However Player V wants to start the season with Club S early, he has trained all the summer to start the season very good with Club S. He available to came for training but asks a few days off because his father is now in hospital for a serious illness. I wait your answer to*

know your opinion about the possibility for Player V of coming up with a few days late so he can be with his father in Hospital."

21. On 7 August 2013, the lawyer wrote to the club stating that the agent wants his commission and, in relation to the situation of the player, that the agent proposed a solution in his e-mails of 10 and 12 July 2013 (i.e. the loan exchange with Club Q).
22. On 8 and 9 August 2013, the lawyer proposed another offer for the engagement of the player to Club Q, but only if the club agreed. Otherwise, *"soon as he can leave his father in hospital returns to country P (...)."*
23. Also on 9 August 2013, the in-house counsel sent the player an e-mail to which it enclosed a notice by means of which the player was informed that the counsel was nominated by its Board to investigate the reasons for his absence from work.
24. On 12 August 2013, the player informed the club that he was in the hospital in Country B due to his father's illness enclosing documents of the hospital. The player stated that via the e-mails of his agent and the agent's lawyer he asked to be allowed to remain in Country B for a few days and that *"I have had no your answer and I have had no your communication, by telegram, to come back to country P for training."* The player further indicated that *"however if Club S doesn't authorize me to stay in Country B for few days I return immediately in country P to start the season with Club S."* He also invited the club to read the e-mail of the agent in relation to the transfer to Club Q.
25. Between 12 and 19 August 2013, 7 e-mails are sent by the agent and his lawyer either informing the club about the player's situation, the exchange with Club Q or requesting authorization for the player to stay in Country B for a few days.
26. On 18 August 2013, the club played its first official match of the 2013/2014 season.
27. On 20 August 2013, the player informed the club that he had still not heard when and where to start with practice, asking for an authorization to stay in the hospital and that he learned that Club S had started disciplinary proceedings. Equally, the player stated that he asked his agent and the lawyer to send a complaint to FIFA *"to seek damages"*, but, at the same time, asked where and when he could join the team, *"I confirm my availability to join the team."*
28. On 21 August 2013, the club informed the player that:
 - Club S does not have any power of attorney that he has a lawyer, therefore, Club S will not respond to any email without the representation duly proved;

- He was informed that he was supposed to be back on 22 July 2013 and he never came back or justified his absence;
 - He knew his place of work was in country P/Academy in country P;
 - He was not authorized to remain in Country B;
29. Equally, the e-mail contained a sentence mentioned that the club enclosed letters *"sent to your known and official address."*
30. Also on 21 August 2013, the player replied stating that:
- all e-mails were signed by his agent or the lawyer appointed;
 - the club never replied to the various emails;
 - *"I've never had an official communication by telegram as the law requires"*;
 - He has requested to stay with his father in the hospital in Country B;
 - He would return to country P in two days;
 - *"only today I knew that I was not authorized to remain in Country B"*
31. Equally on 21 August 2013, a notice was sent by the club to the player's address in the city R in country P, terminating the contract due to the player's absence from work.
32. Between 23 August 2013 and 22 September 2013, the player and club exchanged various communications by means of which, *inter alia*, the player asked to be reinstated and the parties tried to negotiate a settlement.
33. On 23 September 2013, the player lodged a claim in front of FIFA against the club, asserting that the latter had breached the contract without just cause. Therefore, the player requested payment of the following amounts plus 5% interest as from 1 August 2013:
- EUR 153,292 as outstanding salary for July 2013;
 - EUR 1,100 as outstanding accommodation allowance for July 2013;
 - EUR 6,335,460 as compensation for breach of contract;
 - EUR 10,000 as legal fees.
34. In particular, the player deemed that the club's e-mail dated 31 July 2013 (cf. par. I./18. above) and its behavior after such email, should be interpreted as an early termination of the contract.
35. In reply to the claim, the club indicated that the player's main obligation was to practice football, participating in matches and training sessions. In particular, and in accordance with the applicable Collective Bargaining Agreement (CBA), the player was obliged to show up punctually for training, matches, pre-game

- preparations, etc. In this context, the club indicated that it has an Academy (in country P), in country P, where all players have their trainings sessions.
36. More specifically, the club indicated that the pre-season of the 2013/2014 season started on 1 July 2013 and that the majority of players were in the Academy for medical exams. Since Club S is a major club and there are 3 newspapers in country P alone, it was public and notorious that its pre-season started on 1 July 2013 in the Academy, as it did every year.
 37. Nevertheless, the player did not show up on 1 July 2013 and on the same date, Mr F told the player over the phone that he had to be present on 8 July 2013 before 8:00 AM, which was followed up by a *whatsapp* message.
 38. Club S stressed that on 4 July 2013, Mr F informed the player that he should present himself on the Academy on 15 July 2013, to which the player answered in *"the following extract terms": "Hahahahaha, OKK"*.
 39. The club states that, in the meantime, the first team travelled to country C, having left on the 15th and returning on the 23rd of July 2013, reason for which the player was informed that he could return on the 15th to train with the B team or on 22 July 2013. The club stressed that the player neither showed up on the 15th nor on the 22nd of July 2013. Thereafter, the player never contacted Mr F again, showing a complete lack of interest in fulfilling his obligations.
 40. The club then again contacted the player via e-mail on 26 July 2013 and 3 August 2013 informing him that he was in breach of his employment contract. On 9 August 2013, the club advised the player that its Board had started a process due to his absence.
 41. On 21 August 2013, after the football league from country P had already started and after the player had not showed up for over a month, the club acknowledged the termination of the contract without just cause, having formally notified the player via a registered letter sent to his last known address. Said correspondence was also sent the same day to the player's e-mail address.
 42. Apart from the aforementioned, the club also emphasized that the player had a disciplinary background. In particular, on 19 January 2012, the player missed a last minute penalty, although he was not supposed to take it. This action led to furious reactions from the fans and it was so severe that Club S installed a disciplinary process, *"having suspended him immediately from all activities"*. As a result, and since the player was not liked by the fans, the club and player found a solution to loan him to Club X trying to maintain the market value and somehow preserve the investment made just 6 months earlier.

43. As to the claim of the player, the club stressed that:
- it told the player when to return on many occasions; he was notified on 1, 4, 12, and twice on 26 July 2013, as well as on 3 and 9 August 2013 that he had to start work and where he should appear.
 - Club S had always been clear that it would be hard for the player to have a place in its 2013/2014 season squad. Therefore, Club S was receptive to negotiations for a transfer. However, the existence of negotiations of a transfer does not give the player the right to disappear and to miss the entire pre-season.
 - Club S made a big investment when hiring the player, but because of his indiscipline on 19 January 2012, Club S was willing to let the player leave for free on the condition that the agent would refrain from his fee, which the agent refused.
 - All e-mails of the lawyer were sent without authorization. Club S did not know the lawyer, the e-mails were sent to the financial department and were sent from a *gmail* account. Since Club S had spoken often with the player directly, it thought that the e-mails were nothing more than a "*bad taste joke*".
 - The player was aware of his default and did nothing to fulfil his contract; he had received the relevant e-mails but did not show up in country P.
 - Club S had a bank check for the player related to the 22 days of July 2013, but was unable to give it to him since he was missing from work. On 23 September 2013, duly authorized by the player's current lawyer, Club S deposited the check in the player's bank account.
 - The player did not show up in country P on 23 August 2013 but only on 27 August 2013, at the end of the day to have a meeting with Club S at his own request. However, his agent only arrived on the 29th, and the meeting only took place on that date.
 - The player, through various e-mails, demonstrated that his only intention was that Club S paid all his wages until the end of the contract and that it would let him become a free agent.
44. Finally, the club, with reference to art. 42 and 53 of the CBA, held that it had a just cause to terminate the contract since i) the player was absent during the complete pre-season and ii) he had insulted club members, caused conflicts and did not observe conduct proper of the activity. In respect of the latter point, the club referred to the player's statement "*testa di cazzo*".
45. As a result, the club lodged a counter-claim requesting:
- EUR 5,411,207.60 from the player corresponding to the remaining value of the player's contract plus 5% interest as from 22 July 2013;

- EUR 25,000,000 in case the player signs with a new club, the new club shall pay this amount as indicated in art. 12 of the contract;
 - EUR 10,000 from the player as legal costs.
46. In his replica, the player stressed that the club tacitly admitted that it was not interested in the player's services since January 2012. Also, the player stressed that it is common ground between the parties that i) the club did not summon him to join the pre-season as of 1 July 2013, ii) did not invite him to take part in the pre-season tour in country C from 15 to 23 July 2013, and iii) granted him various unsolicited temporary releases of attending his work place, i.e. until 8 July, extended until 15 July, further extended until 22 July 2013, with no plausible explanation.
47. The player further indicated that Mr F, via his message dated 12 July 2013, did not summon the player to return to work on 22 July 2013, but merely informed him that they would "talk", which is vague and unclear and cannot be considered as a summon. As to his reply of "Hahaha", the player indicated that this was ironically, being frustrated by the situation created by the club and that he already apologized for this to the in-house counsel.
48. The player stressed that already on 2 July 2013 (cf. point I./8. above), the club had informed him that the coach was not counting on his services and that the club only wanted to talk about a settlement, which can be inferred from Mr F's message dated 12 July 2013. Under such circumstances, it was clear for the player that the club was no longer interested in his services and therefore he started to inquire about a loan/transfer.
49. Furthermore, the player emphasized that he only received the club's e-mail dated 26 July 2013 on 3 August 2013, as an enclosure to the e-mail of 3 August 2013. Also, he never received the in-house counsel's e-mail dated 26 July 2013.
50. The player further outlined that on 5 August 2013, his salary for July 2013 fell due, but that no payment was made. Also, his rent for July and August 2013 was not paid. The player further stressed that he was never paid by check, but always via wire transfer, thus, the club had no excuse for not paying the relevant amounts. Only later on, 1/3rd of his July 2013 salary was paid.
51. The player further held that:
- The club never registered him with the Football Federation from country P for the 2013/2014 season. The club did not provide any evidence and the mere fact that the club asked for his ITC on 7 August 2014 does not confirm the registration;

- He never received the notification dated 21 August 2013; no evidence is submitted in this respect;
 - The notification of 9 August 2013 does not clearly state that disciplinary proceedings were opened;
 - The CBA is not applicable to the present dispute;
 - The club did not formally summon him for the first team's pre-season, despite the player formally tendering his services on 28, 30 June 2013 and 10, 12 and 20 July 2013;
 - The player directly, and via his agent and lawyer, claimed for the right to perform work;
 - There has been no explicit statement that he was to report for duty on 22 July 2013;
 - On 31 July 2013, the club reported that it has no financial means to pay him his salary and that he did not meet the club's professional expectations. This e-mail in connection with the club's statement of 2 July 2013, clearly shows that the club was no longer interested in the player;
 - The club did not request the return of the player's ITC until 7 August 2013, *"when he asked for the return of the ITC only to be able to blackmail the player to renounce his claims, as the club did later."*;
 - The club did not bother to inquire about the lawyer's power of attorney.
52. Finally, the player outlined that the club paid him on 20 September 2013 the amount of EUR 54,964, therefore, the amount of EUR 98,328 is still due for the month of July 2013. The player amended his claim requesting the following:
- EUR 98,328 as salary for July 2013;
 - EUR 1,100 as rent for July 2013;
 - EUR 6,335,460 as compensation for breach of contract;
 - EUR 10,000 as legal costs
53. In its duplica, the club reiterated its previous argumentation and added that:
- The player was informed on 1, 4, 12, 26 July and 3 and 9 August 2013 to return to work.
 - It is not true that the player did not receive the emails dated 26 July 2013.
 - It was the player's duty to present himself at the club's training ground.
 - It does not forge documents; the communication of 21 August 2013 was sent by registered mail to the player's last known address as well as his last known working address (the Academy). In this respect, the club submitted a receipt in the language of country P stating that the letter "got delivered" on 26 August 2013, without however any indication by whom. The same letter was sent to the player via e-mail. The club submitted said e-mail, from which the club alleges that it can be proven that the documents were sent to the player.

- The club questions what prevented the player from booking a flight ticket and presenting himself at the Academy, as requested;
 - The amount of EUR 153,292 was gross, and it paid the player the net amount for the period between 1 and 22 July 2013.
54. On 17 February 2014, the player and Club L signed a contract valid from the date of signature until 30 June 2015, in accordance with which he was entitled to 10,000 per month, and which was terminated on 1 September 2014. On 8 September 2014, the player signed a contract with Club Y valid until 30 June 2015, for a fixed salary of EUR 150,000 for the 2014/2015 season + EUR 15,000 “travelling costs”.
55. For its part, Club L replied to the claim stressing that there is no legal or contractual provision on which Club S can base its claim for EUR 25,000,000; if Club S wishes to submit a claim against Club L as the jointly and severally liable party, then the same claim must be lodged against the player, which did not occur. Equally, Club S did not request that Club L shall be held liable for the amount of EUR 5,411,207.60. Therefore, both requests have to be dismissed.
56. Equally, Club L stated that it acted *bona fide* and that it is clear that it may not be held liable for the termination of the contract.

II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *the 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 submitted to FIFA on 23 September 2013. Consequently, the 2012 edition of the Rules Governing the Procedures of the Players’ Status Committee and the Dispute Resolution Chamber (hereinafter: *Procedural Rules*) is applicable to the matter at hand (cf. article 21 of the 2012 and 2014 editions of the Procedural Rules).
2. Subsequently, the members of the Chamber referred to art. 3 par. 1 of the Procedural Rules and confirmed that in accordance with art. 24 par. 1 and 2 in conjunction with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2014), 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 player from country B, a club from country P and a club from country B.
3. Furthermore, the Chamber analysed which edition of the Regulations on the Status and Transfer of Players 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 (editions 2012 and 2014) and whilst reiterating that the present claim was lodged in front of FIFA on 23 September 2013, the 2012 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

4. The competence of the Chamber and the applicable regulations having been established, and entering into the substance of the matter, the Chamber started by acknowledging the above-mentioned facts as well as the documentation contained in the 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.
5. Having duly considered all the arguments presented by the parties, the Chamber acknowledged that the essence of the present matter circles around the question as to whether or not the club had a just cause to terminate the contract with the player on 21 August 2013.
6. The Chamber duly observed that the club deemed that it had a just cause to terminate the contract with the player on 21 August 2013, since the player had been absent from the club during the complete pre-season, despite the fact that it had requested him on 1, 4, 12, and 26 July 2013, as well as on 3 and 9 August 2013, to return to the club and resume his duties.
7. On the other hand, the Chamber noted that the player held that the club terminated the contract without just cause, since the club had clearly shown that it was not interested anymore in his services, which, in the player's view, can be corroborated by the fact that the club did not summon him to join the pre-season as of 1 July 2013, that it did not invite him to take part in the pre-season tour in country C from 15 to 23 July 2013, and that it granted him various unsolicited temporary releases from attending work.
8. Having duly considered the above, the Chamber wished to refer to its well-established jurisprudence by means of which it has been established that only a breach or misconduct which is of a certain severity justifies the termination of a contract. In other words, only when there are objective criteria which do not reasonably permit to expect a continuation of the employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to ensure the employee's fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract can only ever be an *ultima ratio* measure.

9. As a consequence of the above, the Chamber duly noted that it had to examine whether or not the absence of the player, under the given circumstances, justified the termination of the contract by the club on 21 August 2013.
10. In this respect, and before entering into further considerations, the Chamber wished to stress however that, from all the documentation submitted by the parties, it appeared that, in fact, both parties had not acted in a very cooperative manner and had not done everything in their powers to save the employment relationship between them. The Chamber pointed out that both parties were seemingly unable to communicate in a professional manner with the objective of reaching an agreement or continuing their employment relationship. However, given the fact before them, i.e. the termination of the contract as well as the claim of the player and the counter-claim of the club, the members of the Chamber had no alternative than to assess the early termination of the contract and the possible consequences deriving thereof.
11. After a thorough analysis of all the documents on file and having duly considered all the arguments raised by the parties, the Chamber came to the conclusion that the absence of the player from the club, in this very specific matter, did not justify the early termination of the contract by the club, as will be explained in more detail below.
12. First, the Chamber agreed with the club and emphasised that, in principle, a player should resume his obligations with the club of origin, i.e. the club that loaned him to another club, after the expiry of a loan period. Notwithstanding the foregoing, the Chamber referred to the fact that the player had been loaned by the club on 3 different occasions and that, after the expiry of the 3rd loan period, the player had asked the club on 28 June 2013 about the upcoming season, his status in the club, and if there was "*an agenda*" for the next weeks. The Chamber deemed that the player's request was reasonable, considering that he had been loaned by the club on 3 previous occasions and that, thus, it was not more than sensible to enquire what the club's plans for him were for the following season. Equally, the Chamber noted that on 30 June 2013, also the agent of the player had informed the club that the player was "*waiting for your call for training before the championship*". Hence, the Chamber determined that on both 28 June 2013 as well as 30 June 2013, the player had offered his services to the club.
13. The Chamber stressed that in reply to the aforementioned communications, i.e. on 1 and 2 July 2013, the club informed the player that i) it was not aware of his future, and ii) that the coach was not interested in his services, that a transfer to Club Q was proposed and that it asked his agent to waive any outstanding commission. The Chamber is of the opinion that as from this moment on, if the club was genuinely interested in the services of the player for the upcoming

season, it was upon the club to unequivocally state and inform the player that it indeed intended to rely on the player for the upcoming season and make use of his services. The Chamber concurred that no such unequivocal statement was made to the player after 2 July 2013.

14. In this context, the Chamber also finds that the notifications sent via *whatsapp* on 1 July 2013, 4 July 2013, and 12 July 2013 can, given the peculiar circumstances of the present matter, not be interpreted as genuine notifications asking the player to return to the club to resume his duties with the intention of keeping him in the squad for the upcoming season. Furthermore, the Chamber underlined that it had not been provided with a satisfactory justification as to why the club had kept extending the player's holidays. Given that the club had previously informed the player that the coach was not interested in his services, the Chamber outlined that these actions only added to the uncertainty the player found himself in.
15. What is more, the Chamber underlined that it remained uncontested that the club had not invited the player for the pre-season tour in country C as from 15 to 23 July 2013.
16. Furthermore, the Chamber held that by the end of July 2013, the club was still sending conflicting information to the player; on the one hand it stated that the player had to arrive at the club on 26 July 2013 but, a few days later by means of the club's communication dated 31 July 2013, the club informed the agent of the player that he needed to find a new club for the player, since "*we don't have more time of money to do it (...).*"
17. In continuation, the Chamber was not convinced by the club's argumentation that it did not reply to the lawyer of the player, who was also representing the agent, since said lawyer did not present a power of attorney. As such, the club did not find it pertinent to respond to the notifications sent to it by the mentioned lawyer in August 2013, which included the request made on behalf of the player that he wanted to stay in Country B to accompany his father who had been hospitalized. Given the particular circumstances of this matter, in particular the volume of the notifications and their contents, it was not unreasonable to expect the club to answer the lawyer's e-mails or, at the very least, request the lawyer for a power of attorney confirming that he was indeed representing the player. The Chamber was unanimous in its conclusion that the club's decision to simply ignore all the relevant communications from the lawyer should be held against it.
18. Moreover, the Chamber underlined that the July 2013 salary was not paid by the club on the agreed date. In this respect, the members of the Chamber did not see any reason why the July 2013 was to be paid by cheque, whereas all the previous payments had been made by bank transfer.

19. Finally, the Chamber did not agree with the club's argument that the player had insulted club members and did not observe proper conduct whilst referring to some allegedly injurious statements made by the player, and that this shall also be considered a valid reason to terminate the contract. The Chamber once again stressed that the unilateral termination of a contract is an *ultima ratio* and did not agree that the relevant statement of the player was so severe that is justified the early termination of the contract by the club.
20. In conclusion, the Chamber rejected the club's argumentation that it had a just cause to terminate the employment contract with the player on 21 August 2013. As a result, the Chamber determined that the club had terminated the employment contract without just cause. Nevertheless, and as mentioned previously, the Chamber wished to point out that it found that the player had also not done everything in his power to save the employment relationship with the club, an element that should be taken into account when calculating the amount of compensation payable as breach of contract by the club to the player.
21. Bearing in mind the previous considerations, the Chamber went on to deal with the consequences of the early termination of the employment contract without just cause by the club.
22. In this respect, the members of the Chamber concurred that the club must fulfill its obligations as per the employment contract in accordance with the general legal principle of "*pacta sunt servanda*". The Chamber noted that in accordance with art. 1 of the Annex the parties had agreed upon a net salary of EUR 91,666 as well as rent in the amount of EUR 1,100 per month. Consequently, and whilst considering that the club had paid the player the amount of EUR 54,964, as indicated by the player himself, the Chamber decided that the club is liable to pay to the player the remuneration that was outstanding at the time of the termination *i.e.* the amount of EUR 130,568, corresponding to part of the July 2013 salary and rent (EUR 37,802) salary as well as the August 2013 salary and rent (EUR 92,766).
23. Furthermore, and considering the player's claim for interest, the Chamber ruled that the club must pay 5% interest on the amount of EUR 130,568, as from the due dates.
24. In continuation, the Chamber decided that, taking into consideration art. 17 par. 1 of the Regulations, the player is in principle entitled to receive from the club compensation for breach of contract in addition to any outstanding salaries on the basis of the relevant employment contract.

25. In this context, the Chamber outlined that in accordance with said provision, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
26. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber reasoned that the employment contract did contain a clause regarding compensation to be awarded in case of breach of contract the parties, but insisted that the calculations stipulated therein are not reciprocal, reason for which the DRC did not apply art. 12 of the employment contract.
27. On account of the above, the Chamber established that it had to assess the compensation due to the Claimant in accordance with the other criteria under art. 17 of the Regulations. In this respect, the Chamber pointed out that, at the time of the termination of the contract, the contract would run for another 35 months. Also, the Chamber noted that the player had found a new club on 17 February 2014.
28. As a consequence, and considering the very specific circumstances of the present matter, i.e. the fact that the club had terminated the contract without just cause, but that the player had also partly contributed to the fact that the employment relationship had come to an end, the Chamber determined that it would be fair and reasonable in the present matter to only award compensation for breach of contract as from the date of termination of the contract until the moment the player found new employment.
29. Therefore, the Chamber established that the player was entitled to the equivalent of 5 monthly salaries of EUR 92,766 under the contract with the club as compensation for breach of contract, resulting in the total amount of EUR 463,830, which was to be considered by the DRC as a reasonable and justified amount of compensation for breach of contract, under the given circumstances.
30. Equally, and considering the player's claim for interest, the Chamber decided that the club must pay 5% interest on the amount of EUR 463,830, as from the date on which the player lodged his claim, i.e. as from 23 September 2013.

31. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further claim lodged by the player is rejected as well as that the counter-claim of the club is rejected.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent 1, Player V, is partially accepted.
2. The claim of the Respondent / Counter-Claimant, Club S, is rejected.
3. The Respondent / Counter-Claimant has to pay to the Claimant / Counter-Respondent 1, **within 30 days** as from the date of notification of the present decision, outstanding remuneration in the amount of EUR 130,568 plus 5% interest *p.a.* until the date of effective payment as follows:
 - 5% *p.a.* as of 6 August 2013 on the amount of EUR 37,802;
 - 5% *p.a.* as of 6 September 2013 on the amount of EUR 92,766.
4. The Respondent / Counter-Claimant has to pay to the Claimant / Counter-Respondent 1, **within 30 days** as from the date of notification of the present decision, compensation for breach of contract in the amount of EUR 463,830 plus 5% interest *p.a.* on said amount as from 23 September 2013 until the date of effective payment.
5. In the event that the amounts due to the Claimant / Counter-Respondent 1 in accordance with the above-mentioned numbers 3. and 4. are not paid by the Respondent / Counter-Claimant within the stated time limits, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.
6. Any further claim lodged by the Claimant / Counter-Respondent 1 is rejected.
7. The Claimant / Counter-Respondent 1 is directed to inform the Respondent / Counter-Claimant immediately and directly of the account number to which the remittances are to be made and to notify the Dispute Resolution Chamber of every payment received.

Note relating to the motivated decision (legal remedy):

According to art. 67 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS, a copy of which we enclose hereto. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

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For the Dispute Resolution Chamber:

Jérôme Valcke
Secretary General

Encl. CAS directives