

# Decision of the Dispute Resolution Chamber

passed on 9 November 2022

regarding an employment-related dispute concerning the player **Kyriakos PAPAPOPOULOS**

**BY:**

**Stella Maris Juncos (Argentina)**, Single Judge of the DRC

**CLAIMANT:**

**Player Kyriakos PAPAPOPOULOS, Greece**  
Represented by Filip Blagojevic

**RESPONDENT:**

**Al Fayha Club, Saudi Arabia**  
Represented by R&A Sports Law

## I. Facts of the case

1. On 17 July 2021, the Greek player, Kyriakos PAPADOPOULOS (hereinafter: *Claimant* or *player*) and the Saudi Club, Al Fayha (hereinafter: *club* or *Respondent*) concluded an employment contract (hereinafter: *contract*) valid as 17 July 2021 until 16 July 2023.
2. According to the contract, the Respondent undertook to pay the Claimant a monthly net salary of USD 70,000 and a total signing fee of USD 420,000 net.
3. On 25 August 2021, the parties terminated their employment relationship and signed a termination agreement, according to which the Respondent undertook to pay the Claimant the following monies:
  - USD 100,000 on 1 September 2021;
  - USD 100,000 on 1 October 2021;
  - USD 100,000 on 1 March 2021;
  - USD 128,000 on 1 May 2022;
  - USD 128,000 on 1 July 2022;
  - USD 128,000 on 1 September 2022.
4. On 28 March 2022, the Claimant lodged a claim against the Respondent, requesting payment of certain outstanding amounts related to the first 3 instalments (FPSD-5585).
5. On 25 July 2022, the Claimant withdrew his claim against the Respondent (FPSD-5585).
6. On 15 September 2022, the Claimant put the Respondent in default and requested payment of USD 128,000, plus 5% interest, within 10 days.

## II. Proceedings before FIFA

7. On 4 October 2022, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of the Claimant

8. In his claim, the Claimant requested payment of USD 128,000, corresponding to the last instalment due from the termination agreement, plus 5% interest *p.a.* as of 2 September 2022.
9. Furthermore, the Claimant requested that any taxes shall be borne by the Respondent and that a fine of USD 10,000 shall be imposed on the Respondent.

10. In this context, the player argued that the last instalment from the settlement agreement remained outstanding, even after he put the club in default.
11. Moreover, he insisted that the payment is net, as it was established in the contract. According to the player, the termination agreement was drafted by the club and does not establish net or gross, but that he always received net amounts throughout the contractual relationship.
12. On account of the above, the player requested that the word "*net*" is included in the findings, so that he does not have problems with the Greek tax authorities.
13. The player held that art. 12bis is applicable in the matter at hand.

#### **b. Position of the Respondent**

14. In its reply, Respondent acknowledged that the amount regarding the last instalment remained outstanding due to financial difficulties of the club.
15. The Respondent also acknowledged that the amounts were always paid net.
16. However, the club rejected the Claimant's claim "*regarding the taxes*".

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

1. First of all, the Single Judge of the Dispute Resolution Chamber (hereinafter also referred to as *Single Judge*) 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 04 October 2022 and submitted for decision on 9 November 2022. Taking into account the wording of art. 34 of the June 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 Single Judge referred to art. 2 par. 1 and art. 24 par. 1 lit. a) of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players (July 2022 edition), she is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Greek player and a Saudi club.
3. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (July 2022 edition), and considering that the present claim was lodged on 4 October 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 Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

### c. Merits of the dispute

5. Her 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 it considered pertinent for the assessment of the matter at hand.

#### i. Main legal discussion and considerations

6. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the player claims an outstanding amount based on a termination agreement.
7. In this context, the Single Judge acknowledged that her task was to determine if the Claimant is entitled to the outstanding amount and if yes, to what extent.
8. The Single Judge noted that according to the player, the club failed to remit the last instalment of the termination agreement. He requested to be awarded the amount of USD 128,000 net plus 5% interest p.a. as of 2 September 2022.
9. Subsequently, the Single Judge took notice that the Respondent acknowledged its debt but rejected to be liable for any reimbursements of taxes since the amounts were paid net.
10. Therefore, the Single Judge established that, taking into account the contract as well as the agreement, the player is entitled to the claimed amount, which is supposed to be "net".
11. In this regard, the Single Judge pointed out that no reimbursement of taxes was requested.

#### ii. Consequences

12. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant the amount of USD 128,000 net.
13. In addition, taking into consideration the Claimant's request as well as the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as from 2 September 2022 until the date of effective payment.

### iii. Compliance with monetary decisions

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

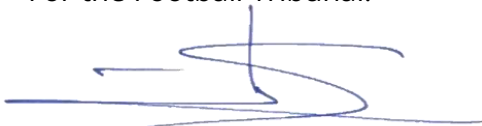
#### d. Costs

19. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
20. Likewise and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
21. Lastly, the Single Judge concluded its deliberations by rejecting any other requests for relief made by any of the parties.

#### IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Kyriakos PAPADOPOULOS, is partially accepted.
2. The Respondent, Al Fayha Club, has to pay to the Claimant, the following amount(s):
  - USD 128,000 net plus 5% interest *p.a.* as from 2 September 2022 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
  2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer



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**NOTE RELATED TO THE APPEAL PROCEDURE:**

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

**NOTE RELATED TO THE PUBLICATION:**

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

**CONTACT INFORMATION****Fédération Internationale de Football Association**

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