



انتشار مدارک افشا شده در برنامه ی پرونده

ملوان و تراکتور قربانی بی تدبیری دبیر کل

به گزارش وب سایت رادیو ورزش، دو برنامه ی اخیر "پرونده" ی رادیو ورزش به موضوع درگیری های باشگاه های ایرانی در فیفا اختصاص یافت و در این رابطه مکاتباتی از باشگاه های ملوان و تراکتورسازی با فیفا و نیز فدراسیون جهانی فوتبال با فدراسیون فوتبال ایران افشا شد که نشان می دهد نه تنها خطر کسر امتیاز و سقوط به دسته ی پایین تر این باشگاه ها را تهدید می کند که حتا ممکن است تیم های ملی فوتبال کشورمان نیز از تورنمنت های تحت نظارت فیفا کنار گذاشته شوند.

این در شرایطی است که آنچه در این دو برنامه مشخص شد، آن است که اشتباهات و بی تدبیری شخص دبیر کل فدراسیون فوتبال بزرگ ترین ضربه را به منافع باشگاهی ما در این رشته وارد کرده است.

در ادامه به بررسی برخی از این مستندات می پردازیم.

مکتبات بین فیفا و باشگاه ملوان بندر انزلی نشان می دهد که این باشگاه مدت زمان اندکی برای درخواست گراند زمان داشته و به رغم آن که فیفا تأکید کرده است که در صورت فیصله نیافتن این موضوع ممکن است تیم های ملی ایران دچار خسران شوند، اما فدراسیون دو روز پس از پایان مهلت فیفا تازه این مکاتبات را به باشگاه ملوان ارسال می کند و در نهایت مجبور می شود به امضای دبیر کل نامه ای را به فدراسیون جهانی ارسال و طی آن نامه که مهر آنی بر آن نشسته، درخواست مهلت مجدد کند. یعنی گرهی که با دست باز می شد کارش به دندان رسیده تا به سختی حل و فصل شود.



FROM : IRANLEAGUE.DABIRKHANEH

FAX NO. :

Jan. 23 2017 12:21PM P3

اتوماسیون اداری فرانس

FIFA

Terms

of the

Decision

of the

FIFA Disciplinary Committee

(composed of: Mr. Raymond Hack (RSA), acting chairman;
Mr. Peter Campbell (CAY), member;
Mr. Fiti Sunia (ASA), member)

at the FIFA HQ in Tokyo, Japan

on 13 December 2016,

to discuss the case of:

Club Malavan Anzali FC, Iran

(Decision 160887 PST IRN TKY)

regarding:

failure to comply with a decision passed by the
Dispute Resolution Chamber on 3 September 2015 regarding an
employment-related dispute arisen between the player Zorn
Zlatkovski, Bulgaria and the club Malavan Anzali FC, Iran

(art. 64 of the FIFA Disciplinary Code)

944-5
944/8



FROM : IRANLEAGUE.DABIRKHANEH

FAX NO. :

Jan. 23 2017 12:22PM P5

اتوماسیون اداری فرانس

FIFA

3. The creditor is directed to notify the secretariat to the FIFA Disciplinary Committee of every payment received.

Sent to: - IR Iran Football Federation, which is required to immediately forward this decision to the club Club Malavan Anzali FC;
- Mr Zoran Zlatkovski
c/o Mr Georgi Gradev.

Note relating to the terms of the decision:

The judicial bodies may decide not to communicate the grounds of a decision and instead communicate only the terms of the decision. Any request for the grounds of the decision must be sent in writing to the secretariat to the FIFA Disciplinary Committee, within ten days of receipt of notification of the terms of the decision (art. 116 par. 1 of the FIFA Disciplinary Code). Failure to do so will result in the decision becoming final and binding and the party being deemed to have waived its right to file an appeal.

Note relating to the legal action:

If the party requests the grounds of the decision, the motivated decision will be communicated in full, written form. The time limit to lodge an appeal before the Court of Arbitration for Sports (CAS) begins upon receipt of this motivated decision (art. 116 par. 2 of the FIFA Disciplinary Code).

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

K. Schönerberger

Karin Schönerberger
Deputy Secretary to the FIFA Disciplinary Committee

4222
10.11.17



FROM : IRANLEAGUE.DABIRKHANEH
11/23/2017

FAX NO. :

Jan. 23 2017 12:22PM P4

توماسون اداری فرانس

2

FIFA

Decision

1. The club Malavan Anzali FC is pronounced guilty of failing to comply with the decision passed by the Dispute Resolution Chamber on 3 September 2015 and is, therefore, in violation of art. 64 of the FIFA Disciplinary Code.
2. The club Malavan Anzali FC is ordered to pay a fine to the amount of CHF 15,000. The fine is to be paid within 30 days of notification of the present decision. Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.701, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case no. **160887.sck**.
3. The club Malavan Anzali FC is granted a final period of grace of 30 days as from notification of the present decision in which to settle its debt to the creditor, the player Zoran Zlatkovski.
4. If payment is not made by this deadline, the creditor may demand in writing from the secretariat to the FIFA Disciplinary Committee that six (6) points be deducted from the debtor's first team in the domestic league championship. Once the creditor has filed this request, the points will be deducted automatically without a further formal decision having to be taken by the FIFA Disciplinary Committee. The order to implement the points deduction will be issued on the association concerned by the secretariat to the FIFA Disciplinary Committee.
5. If the club Malavan Anzali FC still fails to pay the amount due even after deduction of the points in accordance with point 4 above, the FIFA Disciplinary Committee will decide on a possible relegation of the debtor's first team to the next lower division.
6. As a member of FIFA, the IR Iran Football Federation is reminded of its duty to implement this decision and, if so requested, provide FIFA with proof that the points have been deducted. If the IR Iran Football Federation does not comply with this decision despite being ordered to do so, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to expulsion from all FIFA competitions.
7. The costs of these proceedings amounting to CHF 2,000 are to be borne by the club Malavan Anzali FC and shall be paid according to the modalities stipulated under point 2 above.

۹۰۱۱/۶



FROM : IRANLEAGUE.DABIRKHANEH

FAX NO. :

Jan. 23 2017 12:21PM P3

اتوماسیون اداری فرانس

FIFA

Terms

of the

Decision

of the

FIFA Disciplinary Committee

(composed of: Mr. Raymond Hack (RSA), acting chairman;
Mr. Peter Campbell (CAY), member;
Mr. Fiti Sunia (ASA), member)

at the FIFA HQ in Tokyo, Japan

on 13 December 2016, 12

to discuss the case of:

Club Malavan Anzali FC, Iran

(Decision 160887 PST IRN TKY)

regarding:

failure to comply with a decision passed by the
Dispute Resolution Chamber on 3 September 2015 regarding an
employment-related dispute arisen between the player Zorn
Zlatkovski, Bulgaria and the club Malavan Anzali FC, Iran

(art. 64 of the FIFA Disciplinary Code)

944-5
944/8



FROM : 0

FAX NO. :

Jan. 29 2007 11:15AM P2

To: 00982188053605

From: 0432227878

Fax: 0432227878

Powered by
KOFAX at: 17-01-27-10: 04 Doc: 004 Page: 002/2



**FOOTBALL FEDERATION
ISLAMIC REPUBLIC OF IRAN**

Date: 23 Jan 2017
No: 14542
Ref:

TOP URGENT

Mr. Karin Schonberger
Deputy Secretary to the FIFA Disciplinary Committee
FIFA

Sub: Player Zoran Zlatkovski, Malavan Anzali Cultural and Sport Club, IR Iran
Request for Grounds of the Decision

Dear Sir,

Hope this letter finds you in the best of health.

Reference to above subject, please find enclosed an official letter from our affiliated club "Malavan Anzali FC" concerning request for providing grounds of the decision passed by FIFA Disciplinary Committee on 13 December 2016 for your kind attention.

In this respect, please note that due to communication and facsimile transmission issues, the passed decision has been communicated to our affiliated club on 23 January 2017 and your valuable cooperation by sending the grounds of the decision for possible lodging an appeal from our club side will be highly appreciated.

Your valuable consideration is highly appreciated.

Yours sincerely,

Dr. Alireza Assadi
General Secretary

Handwritten note: 495-1 / 9016/17



FROM : 0

FAX NO. :

Jan. 29 2007 11:14AM P1

To: 00902198053605

From: 0432227878

Fax: 0432227878

Powered by KOFAX® at: 17-01-27-10, 04 Doc: 001 Page: 001/1

TELEFAX

- Mr Zoran Zlatkovski
c/o Mr Georgi Gradev
(Fax: +41 43 430 20 66)
- Club Malavan Anzali FC,
via the IR Iran Football Federation
- IR Iran Football Federation
(Fax: +98-21/8805 3605)

FIFA®
For the Game. For the World.

Zurich, 27 January 2017

Ref. no. 160887 sck (please quote in all correspondence)

Club Malavan Anzali FC, Iran

(Relative to the case:

**Player Zoran Zlatkovski, Bulgaria / Club Malavan Anzali FC, Iran, regarding
an employment-related dispute arisen between the parties)**

Dear Sirs,

We refer to the above-mentioned matter as well as to the decision passed by the FIFA Disciplinary Committee on 13 December 2016 and notified to the parties on 10 January 2017.

In this regard, we kindly inform you that the grounds of the said decision were requested by the club Malavan Anzali FC (cf. enclosure).

Please be informed that we will notify the grounds of the relevant decision in due course.

Thank you for your cooperation.

Yours faithfully,
FIFA

K. Schö

Karin Schönenberger
Deputy Secretary to the Disciplinary Committee

Encl. as mentioned



FROM : 0

FAX NO. :

Jan. 29 2007 11:15AM P3

To: 00982188053605

From: 0432227878

Fax: 0432227878

Forwarded by
KOFAX at: 17-01-27-10:04 Doc: 804 Page: 003/2

Date: تاریخ

No: شماره

Subject: موضوع

بسمه تعالی

باشگاه فرهنگی ورزشی ملوان بندر انزلی

MALAVAN FOOTBALL CLUB



To: deputy secretary to the disciplinary committee date 13 January 2017

Karin Schonenberger

Ref: decision 160887 PST IRN TKY

Dear sir/madam

Refer to your letter 10th Jan. 2017 including the FIFA disciplinary committee decision on 13 December 2016, concerning the case of the player Zoran Zlatkovski, Bulgaria and the club Malavan Anzali Fc, IRAN, we are finally requesting the grounds on the decision.

We also draw your attention the fact that we just received your letter to day 23 Jan 2017, due to some delays, which IR.IRAN Football association will approve it.

Yours Truly

Masoud Rezaei

Malavan Fc General Manager

Masoud Rezaei

23 Jan. 2017

www.fcmalavan41.com

آدرس: بندر انزلی، میدان امام خمینی (ره)، خیابان مطهری، پست شهید بهشتی



FROM : IRANLEAGUE.DABIRKHANEH

FAX NO. :

Jan. 23 2017 12:21PM P1

App: پیوست ندارد

No: ۱۱۰/۹۷۰۶ شماره (پیوسته)

Date: ۹۵/۱۱/۳ تاریخ (تاریخ)

سازمان لیگ فوتبال ایران
Iran Football League Organization



مدیر عامل محترم باشگاه فرهنگی ورزشی ملوان انزلی

با سلام و احترام،

به پیوست نامه مورخ ۱۰ ژانویه ۲۰۱۷ کمیته انضباطی فیفا ثبت شده به شماره ۱۱۰/۹۷۰۶ دبیرخانه سازمان لیگ در رابطه با دعوی مطروحه فی مابین آن باشگاه محترم و بازیکن آقای زوران زلاتکوفسکی جهت آگاهی ارسال می گردد. در همین رابطه مقتضی است تا آن باشگاه محترم اقدامات لازم را در جهت حل و فصل این پرونده طی موعده مقرر توسط فیفا و قبل از اعمال محرومیت های انضباطی از قبیل کسر ۶ امتیاز از امتیازات فصل اخیر بعمل آورد.

{حیدر بهاروند}

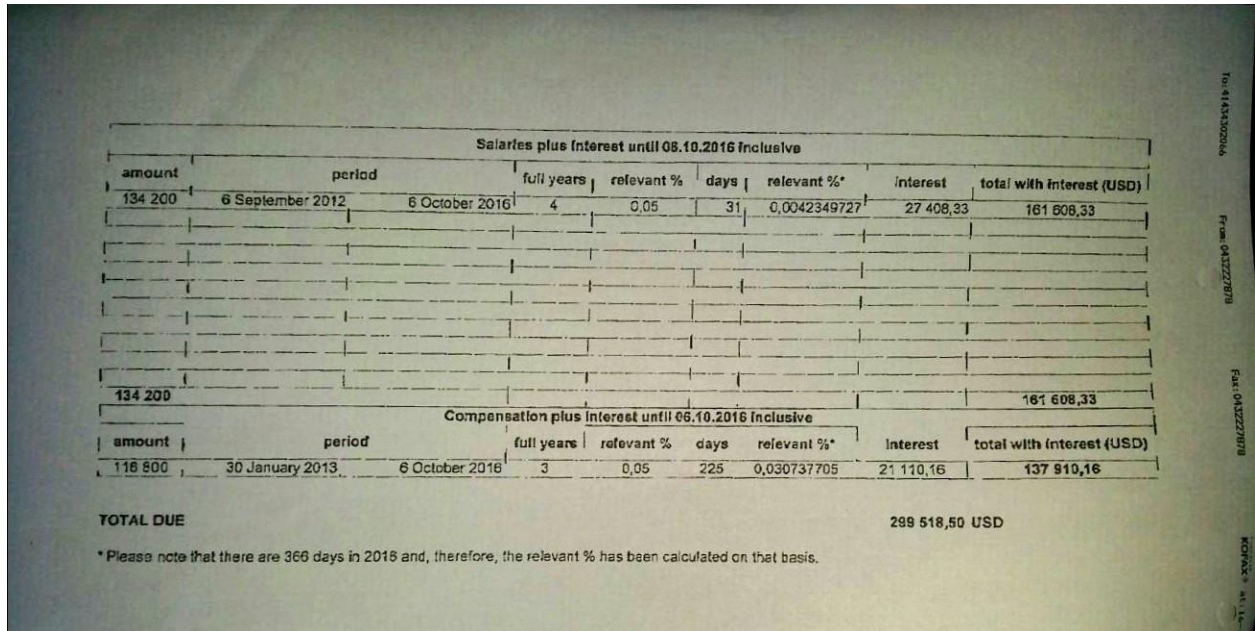
{سرپرست سازمان لیگ اوتبال}

۹۴۴
۷۵۱۶۴
رسد

www.iranleague.org



تهران، خیابان ملاسعدی، خیابان شیخ بهایی، ضلع جنوب غربی میدان شیخ بهایی، پلاک ۲۶ کد پستی: ۱۹۹۳۸۶۴۷۱۳ تلفن: ۸۸۰۵۵۶۲۲ شماره: ۸۸۰۵۵۶۱۳ وبسایت عمومی: ۸۸۰۵۵۶۳۴
No.26, Sheikh Bahaei Sq., Sheikh Bahaei Street, Mollasadra Ave., Tehran-Iran, P.O.Box:1993064713 Tel: +9821 88055362 Fax: +9821 88055631 Public Relations: 88055634





To: 41434302066

From: 0432227878

Fax: 0432227878

KOFAX® at: 16-11-17-09:59 Doc: 106 Page: 6

FIFA

The IR Iran Football Federation is kindly requested to forward this letter to the club Malavan Anzali FC immediately.

Thank you for your cooperation.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

K. Schöner

Karin Schönerberger
Deputy Secretary to the Disciplinary Committee

Encl. as mentioned



To: 41434302044

From: 0432227878

Fax: 0432227878

KOFAX® at: 16-11-17-09:59 Doc: 106 Page: 1/1

FIFA
For the Game. For the World.

TELEFAX

- Mr Zoran Zlatkovski
c/o Mr Georgi Gradev
(Fax: +41 43 430 20 66)
- Club Malavan Anzali FC,
via the IR Iran Football Federation
- IR Iran Football Federation
(Fax: +98-21/8805 3605)

بسم الله الرحمن الرحيم
حضرت آقای زورن زلاتکوفسکی
حضرت آقای جورجی گریف
۲۹/۱۱/۱۶

Zurich, 17 November 2016

Ref. no. 160887 sck (please quote in all correspondence)

Club Malavan Anzali FC, Iran

(Relative to the case:
Player Zoran Zlatkovski, Bulgaria / Club Malavan Anzali FC, Iran,
regarding an employment-related dispute arisen between the parties)

Dear Sirs,

We refer to the above-mentioned matter and, in particular, to the correspondence from the legal representative of the player Mr Zoran Zlatkovski dated 6 October 2016, according to which no payment plan was agreed between the parties (cf. enclosure).

In view of the foregoing, we wish to inform you and the club Malavan Anzali FC that the case will be submitted to the FIFA Disciplinary Committee for evaluation on 13 December 2016.

With this in mind, we hereby urge the club Malavan Anzali FC for the final time to pay the outstanding amounts immediately, and to send us copies of proof of payment.

Should the club Malavan Anzali FC pay the outstanding amounts by **2 December 2016 at the latest** and send us copies of proof of payment by the same deadline, the case will not be submitted to the FIFA Disciplinary Committee and the disciplinary proceedings will be closed.

Should the club Malavan Anzali FC fail to submit a statement or pay the outstanding amounts by the specified deadline, the FIFA Disciplinary Committee will decide on the case using the file in its possession (cf. art. 110 par. 4 FDC).

۲۹/۱۱/۱۶
۳۶۶
۳۶۶



این درشرایطی است که مدیر برنامه های زلاتفسکی با فیفا مکاتبه کرده و خواهان دادرسی در این خصوص شده است و در نامه ی خود نوشته هیچ پاسخی از باشگاه ملوان دریافت نکرده است. همه ی این موارد درحالی مشکل زا بوده که باشگاه ملوان از تمام این قضایا به ظاهر بی اطلاع بوده و پرونده و مکاتبات فیفا در فدراسیون فوتبال و سازمان لیگ بدون هیچ اقدامی باقی مانده بود.





To: 41434302066

From: 0432227878

Fax: 0432227878

KOFAX at: 16-11-17-09:59 Doc: 106



By fax:

FIFA Disciplinary Committee (DC)
Mrs. Karin Schönenberger
Deputy Secretary to the DC
Fax: +41 43 222 78 78

Sofia, 6 October 2016

Ref. No. 160887 sck

Club Malavan Anzali FC, Iran

(Relative to the case:

Player Zoran Zlatkovski, Bulgaria / Club Malavan Anzali FC, Iran, regarding an employment-related dispute arisen between the parties)

Dear Madam,

I refer to your letter dated of today regarding the above-captioned matter, which took my full attention.

The Creditor is astonished to see that the DC, with reference to a letter from the Debtor dated 30 December 2015, remitted via the IR Iran Football Federation to FIFA on 3 January 2016, suggests that "there are ongoing negotiations between the parties in order to reach a payment plan"!

In fact, the afore-cited Debtor's letter is saying exactly the opposite, i.e. that "the player is not showing any interest of cooperation" "to solve the dispute in a mutual agreement by both parties".

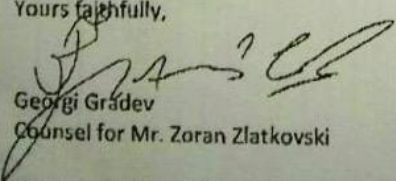
There have never been any negotiations at all between the parties for a payment plan and there will never be, as the Creditor is **not** interested in such recourse. The Creditor insists to receive from the Debtor the full amount as per the relevant FIFA decision in a lump sum payment.

Therefore, the Creditor hereby respectfully asks the DC not to delay the proceedings in the present case any further.

Finally, I am enclosing herewith a calculation of the applicable default interest on the outstanding amounts as per the relevant FIFA decision for the attention of the Debtor and the DC.

Thank you for your kind attention to the above and for dealing with this case expeditiously.

Yours faithfully,


Georgi Gradev
Counsel for Mr. Zoran Zlatkovski

Encl. as mentioned (1 page)



GRADEV SPORTS

Byala Cherkova Street Block 16 Office 32 BG-1408 Sofia • T: +359 886 300 045 • F: +359 2 953 14 02 & +41 43 430 30 66
www.GRADEV.com • agency@gradev.com • sports@mail.bg



اما ماجرای باشگاه تراکتور از این نیز پیچیده تر است و پس از ارسال حکم اولیه و درخواست گراند تیم تبریزی، فیفا در شرح مفصل رای خود به موارد متعددی اشاره می کند.

از جمله ی آن ها می توان به این موارد اشاره کرد:

از نکات جالب در رای حمزه یونس می توان به موارد زیر اشاره کرد:

- ۱- فسخ غیرموجه و یکجانبه قرارداد از سوی تراکتورسازی
- ۲- این فسخ در دوره حفاظت اتفاق افتاده بود که علاوه بر الزام به جبران خسارات مجازاتهای ورزشی نیز در نظر گرفته خواهد شد
- ۳- تراکتورسازی به یکی از نامه های فیفا سه ماه بعد از ابلاغ جواب داده است.
- ۴- در این رای به صراحت در ۲۰۱۶/۱۰/۱۶ آمده که پس از ابلاغ دو دوره محرومیت از نقل و انتقالات اجرایی خواهد شد
- ۵- اصل بدهی ۹۲۰۰۰ دلار امریکا بوده اما جریمه ۱۸۶۰۰۰ دلار به عنوان خسارت نقض قرارداد برای باشگاه ایرانی در نظر گرفته شده است.

پرسش مهم آن است که چرا تراکتورسازان به cas در مهلت قانونی اعتراض نکردند؟ این بزرگترین خطای استراتژیک باشگاه است که از تمامی ظرفیت های قانونی موجود استفاده کرده و اجازه دادند رای نهایی و لازم الاجرا شود.



To: 00982188053609

From: 0432227878

Fax: 0432227878

Transmitted by KOPAX at: 16-10-25-16:04 Doc: 698 Page: 001/1

FIFA

For the Game. For the World.

FAX +41 43/222 7755

To: Mr Hamza Younes,
c/o Mr Osama Al Sabbagh
Fax: + 352 49 59 93

Date: 25 October 2016

To: Tractorsazi Tabriz FC
Fax: + 98 41 342 486 66

Total Pages: 13
(incl. this page)

**Copy for
information
by fax:**

- AFC
- IR Iran Football Federation

Re: Player Hamza Younes, Tunisia / Club Tractorsazi Tabriz, Iran)
(case ref. 16-00627/boa)

Fédération Internationale de Football Association

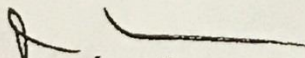
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland T: +41 43/222 7777

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned matter by the Dispute Resolution Chamber in the meeting held in Zurich, Switzerland, on 30 September 2016, as well as a copy of the directives of the CAS regarding its appeal procedure.

Yours faithfully,

On behalf of the
Dispute Resolution Chamber


Maja Küster Hoffmann
Head of Players' Status

سید علی حسینی
رئیس هیئت مدیره فوتبال ایران
۱۱/۱۰/۱۶

۹۵، ۸، ۵
✓ ریاست محترم کمیته انضباطی فوتبال ایران استعفای درستی
✓ مدیر محترم وادارای فوتبال ایران استعفای درستی
✓ ریاست محترم هیئت مدیره فوتبال ایران استعفای درستی
✓ ریاست محترم هیئت مدیره فوتبال ایران استعفای درستی
✓ ریاست محترم هیئت مدیره فوتبال ایران استعفای درستی



To: 00982188053605

From: 0432227878

Fax: 0432227878

Transmitted by
KOFAX at: 16-10-25-16:04 Doc: 696 Page: 002/2



Decision of the Dispute Resolution Chamber

passed in Zurich, Switzerland, on 30 September 2016,

in the following composition:

Geoff Thompson (England), Chairman

Theo van Seggelen (Netherlands), member

Jon Newman (USA), member

Mario Gallavotti (Italy), member

Taku Nomiya (Japan), member

on the claim presented by the player,

Hamza Younes, Tunisia
represented by Mr Osama Al Sabbagh

as Claimant

against the club,

Tractorsazi Tabriz FC, Iran

as Respondent

regarding an employment-related dispute arisen between the parties



To: 00982180053605

From: 0432227878

Fax: 0432227878

Received by KOFAX at: 16-10-25-16:04 Doc: 698 Page: 003/2

FIFA®

For the Game. For the World.

I. Facts of the case

1. On 15 July 2015, the Tunisian player, Hamza Younes (hereinafter: *player or Claimant*), and the Iranian club, Tractorsazi Tabriz FC (hereinafter: *club or Respondent*), signed an employment contract (hereinafter: *contract*) valid as from 15 July 2015 until expiry of the 2015-2016 season.
2. According to art. 4 of the contract, the parties agreed that "(4-1) The full amount of the contract is USD425'000 for full season which is agreed between both parties. (4-2) 20% of the full amount will be paid after signing the contract and after passing medical and physical test and obtaining ITC card. (4-3) 80% of the full amount will be paid in ten (10) monthly payments during the season beginning on August 22nd 2015."
3. According to art. 7-12 of the contract, if the club does not pay the player's salaries and bonuses for more than 3 months, "the player may ask Iran Football Federation or FIFA to receive his rights through his manager. In case of make a claim, he should wait for the final vote and the player is not allowed to abandon the club whatsoever."
4. According to art. 8 of the contract, the parties agreed that the player would receive USD 1,000 as victory bonus and USD 300 for each goal he scored.
5. On 25 November 2015, the player put the club in default of payment of the amount of USD 92,000, granting the club ten days to pay, and specified that in the absence of payment, he would terminate the contract. In this regard, the player highlighted that the club only paid his monthly remuneration for August 2015 and USD 10,000 in relation to his September 2015 salary.
6. Having received no reply to his default notice, on 11 December 2015, the player sent a notice of termination of contract to the club. In said letter, the player *inter alia* reiterated that until then the club had only paid him USD 44,000 for August and part of September 2015, whereas it should have had paid him 4 monthly salaries.
7. In reply to an email from the club dated 11 December 2015, on 13 December 2015, the player agreed to postpone the termination of the contract and transmitted a settlement offer to the club.
8. On 14 December 2015, the club informed the player that he should wait until the club's board would decide on the offer, since the person indicated as signee for the club was not authorised to sign the offer on behalf of the club.
9. On 3 February 2016, the player reverted to the club in writing maintaining his termination of the contract on 11 December 2015 based on the club's failure to remit part of his September and his full October and November 2015 salaries. The



To: 0432227876

From: 0432227876

Fax: 0432227876

Version: KOPAR 1.0 10-10-2010-04 Doc: 010 Page: 004/2

FIFA

For the Game, for the World

player further asked the club to remit 2 extra months of salary as payment of damages.

10. On 18 March 2016, the player lodged a claim against the club before FIFA explaining that the club only paid him the 20% in the amount of USD 85,000 (cf. art. 4-2 of the contract) as well as USD 34,000 plus USD 10,000 relating to the months of August and part of September 2015, respectively.
11. In continuation, the player highlighted that when he terminated the contract, the club was late by more than three months in the payment of his remuneration, which gave him just cause to terminate the contract.
12. Additionally, the player stressed that the exchange of correspondence with the club following the contract termination does not challenge the termination of the contract on 11 December 2015. In this regard, the player held that since it appeared that the author of the club's email of 11 December 2015 was not entitled to sign on the club's behalf, this person's email had no legal value.
13. On account of the aforementioned, the player deemed that he had just cause to terminate the contract and that, consequently, the club shall be ordered to pay him outstanding remuneration in the amount of USD 109,500 and compensation for breach of contract in the amount of USD 193,032, composed as follows:
 - USD 24,000 as outstanding part of his remuneration for September 2015;
 - USD 68,000 as outstanding remuneration for the months of October and November 2015;
 - USD 11,000 as outstanding remuneration for the month of December 2015, calculated *prorata temporis*;
 - USD 6,500 corresponding to USD 5,000 for five victory bonuses plus USD 1,500 for three bonuses in relation to goals scored;
 - USD 23,032 as compensation for breach of contract, based on the residual value of December 2015;
 - USD 170,000 as compensation for breach of contract, based on the five monthly salaries left to be paid under the contract until its expiry date.
14. In spite of having been invited to present its position in relation to the player's claim, no response was received from the club within the time limit granted to respond.
15. On 25 February 2016, the player signed an employment contract with the Romanian club Concordia Chiajna Sports Club, in accordance with which the player was entitled to receive remuneration of Romanian Lei (RON) 72,000 as from February until May 2016. According to the player, this contract was mutually terminated before its execution started and that he renounced his rights in relation to said contract by means of a "gentlemen agreement". In this respect, the player submitted a copy of a statement issued by the Romanian club, which *inter alia* reads that after both parties signed the employment contract, they mutually agreed to renounce to register the Claimant.



II. Considerations of the Dispute Resolution Chamber

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 matter at hand. In this respect, it took note that the present matter was submitted to FIFA on 18 March 2016. Consequently, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (edition 2015; hereinafter: *Procedural Rules*) are applicable to the matter at hand (cf. art. 21 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 in combination with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (edition 2016) 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 Tunisian player and an Iranian club.
3. Furthermore, 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 (edition 2016), and considering that the present claim was lodged on 18 March 2016, the 2015 edition of said regulations (hereinafter: *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, the Chamber entered into the substance of the matter. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation available 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. In particular, the Chamber recalled that in accordance with art. 6 par. 3 of Annexe 3 of the Regulations, FIFA may use, within the scope of proceedings pertaining to the application of the Regulations, any documentation or evidence generated or contained in the Transfer Matching System (TMS).
5. Having said that, the Chamber acknowledged that the parties had signed an employment contract valid as from 15 July 2015 until the expiry of the 2015/2016 sporting season, in accordance with which the Claimant was entitled to receive, *inter alia*, USD 34,000 per month during a period of ten months as from 22 August 2015.
6. In this respect, the Chamber referred to TMS and pointed out that based on the information contained therein, the sporting season 2015/2016 in Iraq came to an end on 20 May 2016.

**FIFA**

For the Game. For the World.

7. In continuation, the members of the Chamber took into account that, on 25 November 2015, the Claimant put the Respondent in default of payment of the amount of USD 92,000, corresponding to part of his monthly remuneration for the month of September 2015 as well as his entire monthly remuneration for the months of October and November 2015, and that, on 11 December 2015, having reportedly received no payment or reaction from the Respondent to his default notice, the Claimant notified the club of the termination of the contract on the basis of the alleged outstanding remuneration.
8. Additionally, the Chamber duly noted that after the Claimant and the Respondent apparently sought an amicable resolution of the dispute opposing them, no agreement was reportedly found and that, on 3 February 2016, the Claimant informed the Respondent that he maintained his termination of the contract on 11 December 2015.
9. Consequently, the Claimant held that he had just cause to terminate the contract on 11 December 2015 and claimed that, as a result, the Respondent is liable to pay compensation for breach of contract in addition to the outstanding remuneration.
10. Subsequently, the DRC observed that the reply of the Respondent to the claim was received about three months after the notification of the closure of the investigation of the matter at hand. As a result, in line with art. 9 par. 4 of the Procedural Rules as well as the Chamber's constant jurisprudence in this regard, the DRC decided not to take into account the reply of the Respondent and established that, in accordance with art. 9 par. 3 of the Procedural Rules, it shall take a decision upon the basis of those documents on file that were provided prior to the closure of the investigation-phase, *in casu*, upon the statements and documents presented by the Claimant.
11. Having so found, the members of the Chamber highlighted that the underlying issue in this dispute was to determine as to whether the Claimant had just cause to prematurely terminate the employment contract and to decide on the consequences thereof.
12. Against such background, the Chamber proceeded with an analysis of the circumstances surrounding the present matter, the Claimant's arguments as well as the documentation on file, bearing in mind art. 12 par. 3 of the Procedural Rules, in accordance with which any party claiming a right on the basis of an alleged fact shall carry the burden of proof.
13. By doing so, the Chamber took into account the Claimant's allegation that the Respondent had failed to pay his monthly remuneration for the months of September, October and November 2015 in the total amount of USD 92,000, which was the motive for the Claimant to terminate the contract on 11 December 2015 after having previously put the Respondent in default.



To: 00982100053600

From: 0432227878

Fax: 0432227878

Transmitted by: KOFAX at: 18-10-2015 04:04 Doc: 698 Page: 007/1

FIFA

For the Game. For the World

14. Bearing in mind the consideration under number II./10. above as well as art. 4-3 of the contract, the Chamber established that when the Claimant terminated the contract on 11 December 2015, the Respondent had not paid to the Claimant part of his salary for September 2015, his salary for October 2015 and for November 2015 in the total amount of USD 92,000, all payments of which had fallen due and remained unpaid by the Respondent after having been put in default by the Claimant.
15. On account of the above, and considering that the Respondent had repeatedly and for a significant period of time been in breach of its contractual obligations towards the Claimant, the Chamber decided that the Claimant had just cause to unilaterally terminate the contract on 11 December 2015 and that, as a result, the Respondent is to be held liable for the early termination of the contract with just cause by the Claimant.
16. In the context of the matter at hand, the Chamber wished to highlight that after having terminated the contract on 11 December 2015, the Claimant continued to give the Respondent the chance to remedy the default, to no avail.
17. Prior to dealing with the consequences of the early termination of the employment contract with just cause by the Claimant, the members of the Chamber considered that the Respondent must fulfil its contractual obligations in accordance with the general legal principle of "*pacta sunt servanda*" and pay to the Claimant the amounts which were outstanding under the contract at the moment of the termination of the contract.
18. Accordingly, the Chamber decided that the Respondent is liable to pay to the Claimant the amount of USD 92,000, corresponding to USD 24,000 of the Claimant's salary for the month of September 2015 and his contractual salaries relating to October and November 2015, each in the amount of USD 34,000.
19. However, and with regard to the Claimant's claim pertaining to allegedly outstanding victory/goal bonuses in the amount of USD 6,500, the Chamber referred to art. 12 par. 3 of the Procedural Rules and decided that since the Claimant had not substantiated such claim with documentary evidence demonstrating that the conditions for payment of such bonuses had been fulfilled, this part of the Claimant's claim had to be rejected.
20. In continuation, having established that the Respondent is to be held liable for the termination of the contract with just cause by the Claimant, the Chamber decided that, in accordance with art. 17 par. 1 of the Regulations, the Respondent is liable to pay compensation to the Claimant. Consequently, the Chamber focused its attention on the calculation of the amount of compensation for breach of contract in the case at stake.



To: 00982189053605

From: 0432227878

Fax: 0432227878

Forwarded by KOFAX® at: 16-10-25-16:04 Doc: 679 Page: 008/1

FIFA®

For the Game. For the World.

21. In doing so, the members of the Chamber firstly recapitulated that, in accordance with art. 17 par. 1 of the Regulations, 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.
22. 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 established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
23. As a consequence, the members of the Chamber determined that the amount of compensation payable by the Respondent to the Claimant had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.
24. Having said that, the members of the Chamber turned their attention to the remuneration and other benefits due to the Claimant under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation of the amount of compensation.
25. In this respect, the Chamber proceeded with the calculation of the monies payable to the Claimant under the terms of the employment contract as from its date of termination with just cause by the Claimant, i.e. 11 December 2015, until May 2016 and concluded that the Claimant would have received in total USD 204,000, i.e. 6 monthly salaries of USD 34,000 each, as remuneration had the contract been executed until its expiry date. Consequently, the Chamber concluded that the amount of USD 204,000 serves as the basis for the final determination of the compensation for breach of contract in the matter at hand.
26. In continuation, the Chamber verified whether the Claimant had signed an employment contract with another club during the relevant period of time, by means of which he would have been able to reduce his loss of income. According to the constant practice of the DRC, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of



To: 00982180033605

From: 0432227878

Fax: 0432227878

Forwarded by KOFAX® at: 16-10-25-16:04 Doc: 698 Page: 009/12

FIFA®

For the Game. For the World.

compensation for breach of contract in connection with the player's general obligation to mitigate his damages.

27. In this respect, the Chamber took into account that based on the information available in TMS, the Claimant had found new employment with the Romanian club Concordia Chiajna Sports Club, as from 17 February 2016 until 30 June 2016. Furthermore, the Chamber noted that according to the pertinent employment contract, the Claimant was entitled to a remuneration of RON 72,000, thus approximately USD 18,000, as from February until May 2016.
28. Regardless of the fact that the Claimant omitted to present evidence corroborating his statement that he renounced his rights under this new employment contract, which apparently was terminated by mutual consent before its execution started, the members of the Chamber deemed it important to point out that by voluntarily agreeing to the early termination of his new employment contract with Concordia Chiajna Sports Club, the Claimant had actually freely renounced to receive the income relating to the period of time between February 2016 and May 2016. Consequently, the Chamber concurred that the full amount RON 72,000 under the new employment contract shall be taken into consideration in the calculation of the amount of compensation for breach of contract in the case at hand.
29. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand as well as the Claimant's general obligation to mitigate his damage, the Chamber decided that the Respondent must pay the amount of USD 186,000 to the Claimant as compensation for breach of contract.
30. In continuation, the Chamber focused its attention on the further consequences of the breach of contract in question and, in this respect, addressed the question of sporting sanctions in accordance with art. 17 par. 4 of the Regulations. The cited provision stipulates *inter alia* that, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on a club found to be in breach of contract during the protected period.
31. Subsequently, the members of the Chamber referred to item 7 of the "Definitions" section of the Regulations, which stipulates, *inter alia*, that the protected period shall last "*for three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional*". In this respect, the Chamber took note that the termination with just cause of the contract by the Claimant had occurred on 11 December 2015, i.e. almost 5 months following the entry into force of the contract at the basis of the dispute. Therefore, the Chamber concluded that, irrespective of the Claimant's age, the breach of contract by the Respondent had occurred within the protected period.

**F FA**

For the Game. For the World

32. As a result, by virtue of art. 17 par. 4 of the Regulations, the Chamber decided that the Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision. In this regard, the Chamber emphasised that apart from the Respondent having clearly acted in breach of the contract within the protected period in the present matter, the Respondent had also on several occasions in the recent past been held liable by the Chamber for the early termination of the employment contracts with the players Ferreira Vilela (case. ref. nr. 13-00091; decided on 6 November 2014), Bicaj (case ref. nr. 15-00186; decided on 23 July 2015), and Ramsay (case ref. nr. 16-00858; decided on 18 August 2016).
33. The Chamber concluded its deliberations in the present matter by rejecting any further claim lodged by the Claimant.

III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Hamza Younes, is partially accepted.
2. The Respondent, Tractorsazi Tabriz FC, has to pay to the Claimant outstanding remuneration in the amount of USD 92,000, **within 30 days** as from the date of notification of this decision.
3. The Respondent has to pay to the Claimant compensation for breach of contract in the amount of USD 186,000, **within 30 days** as from the date of notification of this decision.
4. In the event that the amounts due to the Claimant in accordance with the above-mentioned numbers III./2. and III./3. are not paid by the Respondent within the stated time limits, interest at the rate of 5% p.a. will fall due as of expiry of the aforementioned time limits and the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for consideration and a formal decision.
5. Any further claim lodged by the Claimant is rejected.
6. The Claimant is directed to inform the Respondent immediately and directly of the account number to which the remittance is to be made and to notify the Dispute Resolution Chamber of every payment received.



To: 00982100053605

From: 0432227070

Fax: 0432227070

Forwarded by KOFAX at: 16-10-25-16:04 Doc: 698 Page: 011/1

F FA

For the Game. For the World.

7. The Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

Note relating to the motivated decision (legal remedy):

According to art. 58 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:

Court of Arbitration for Sport
Avenue de Beaumont 2
1012 Lausanne
Switzerland
Tel: +41 21 613 50 00
Fax: +41 21 613 50 01
e-mail: info@tas-cas.org
www.tas-cas.org

For the Dispute Resolution Chamber:

Marco Villiger
Deputy Secretary General

Encl. CAS directives



To: 00932188053605

From: 0432227878

Fax: 0432227878

Page: 012/1
KOPAX? at: 16-10-2016 04 Doc: 698



Directions with respect to the appeals procedure before CAS
(Code of Sports-related Arbitration, 2010 edition)

The CAS appeals arbitration procedure is provided by articles R47 et seq. of the Code of Sports-related Arbitration (2010 edition, hereafter: the Code). This procedure can be summarised as follows:

1. Any party intending to challenge a final decision issued by a FIFA legal body, in accordance with the FIFA Statutes, must file a statement of appeal with CAS within a 21-day time limit starting from the receipt of the grounded decision challenged (article 63 of the FIFA Statutes).

The exact address of the Court of Arbitration for Sport is:

Court of Arbitration for Sport
Avenue de Beaumont 2
CH-1012 Lausanne
Tel. (41.21) 613 50 00
Fax (41.21) 613 50 01
www.tas-cas.org

2. To be admissible, the statement of appeal shall be drafted imperatively in English or in French (see art. R29 of the Code) and contain the following elements :
 - the name and full address of the Respondent(s);
 - a copy of the decision appealed against;
 - the Appellant's request for relief;
 - the appointment of the arbitrator chosen by the Appellant from the CAS list unless the parties have agreed to a Panel composed of a sole arbitrator (see clause 3 below); the list of CAS members is published on the web site www.tas-cas.org;
 - if applicable, an application to stay the execution of the decision appealed against, together with reasons (the statement of appeal filed with CAS does not stay automatically the execution of the decision challenged, save for the decisions of a financial nature);
 - a copy of the provisions of the Statutes or Regulations or the specific agreement providing for appeal to the CAS;
 - the evidence of the payment of the Court Office fee of CHF 1,000 (Crédit Suisse, Rue du Lion d'Or 5-7, C.P. 2468, 1002 Lausanne; account n°: 0425-384033-71).



To: 00982188053605

From: 0432227878

Fax: 0432227878

Forwarded by
KOFAX at: 16-10-25-16-04 Doc: 698 Page: 013/1

The statement of appeal and all written submissions to be filed with CAS shall be sent to the CAS Court office in as many copies as there are parties and arbitrators, together with one additional copy for the CAS itself and another one for FIFA (in principle a minimum of 6 copies in all).

3. The arbitration procedure is allocated to a Panel composed of three arbitrators and constituted pursuant to the rules provided by article R54 of the Code. Before the filing of the statement of appeal, the parties have nevertheless the opportunity to decide that the arbitration shall be submitted to a sole arbitrator. In this case, the evidence of this agreement must be attached to the statement of appeal. In addition, Art. R50 of the Code is applicable.
4. Within 10 days following the expiry of the time limit for the filing of the statement of appeal, the Appellant shall file with the CAS an appeal brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specifications of other evidence upon which it intends to rely, failing which the appeal shall be deemed withdrawn (see article R51 of the Code). Furthermore, in its written submissions, the Appellant shall specify any witnesses, including a brief summary of their expected testimony, and experts, stating their area of expertise, whom it intends to call at the hearing and state any other evidentiary measure which it requests.
5. Within 20 days from the receipt of the appeal brief, the Respondent shall submit to the CAS an answer containing the following elements :
 - a statement of defence;
 - any defence of lack of jurisdiction;
 - any exhibits or specification of other evidence upon which the Respondent intends to rely, including the names of the witnesses and experts whom it intends to call at the hearing.

Since 1 January 2010, the CAS appeals procedure does no longer provide for the possibility of filing counterclaims.

6. In accordance with articles R64 and R65 of the Code, the CAS determines the possible advance of costs that the parties must pay to the CAS within a certain time limit. In the absence of payment of such advance of costs, the appeal shall be deemed withdrawn and the CAS shall terminate the arbitration.
7. At the end of the written proceedings, the CAS summons the parties to a hearing, without prejudice to article R57 §2 of the Code.
8. The CAS shall have full power to hear the case de novo. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the competent authority for a new decision.
9. The award, a summary and/or a press release setting forth the results of the proceedings shall be made public by the CAS, unless both parties agree that they should remain confidential. A copy of the award is notified to FIFA.

In case of discrepancy between the present document and the Code, the provisions of the Code shall prevail.



در این رای تفصیلی به روشنی هویداست که باشگاه تراکتورسازی تبریز از فعالیت در بازار نقل و انتقالات زمستانی و پنجره ی نقل و انتقال تابستانی محروم شده بود. اما کسی نه در فدراسیون و نه در باشگاه زیر بار این موضوع نرفت و تراکتورسازان زمانی متوجه شدند این ماجرا جدی تر از حد تصور آن ها و فدراسیون نشینان و مهم تر از همه شخص دبیرکل فدراسیون است که در آخرین ساعات پنجره نقل و انتقالات زمستانی برای دریافت کارت ITC سجاد شهباززاده اقدام کردند.

این درشرایطی است که اگر باشگاه تراکتور قصد داشت بازیکنی دراختیار بگیرد که نیازی به صدور ITC نداشت، ممکن بود تا پایان فصل هیچ کسی متوجه این موضوع نشود.

با این حال فیفا فردای ارسال گراند به فدراسیون فوتبال ایران و دو طرف دعوا، در نامه ای جداگانه به شخص دبیرکل فدراسیون فوتبال اعلام می کند محرومیت تراکتور از دو پنجره ی نقل و انتقال بازیکن برای بازیکنان داخلی و خارجی از زمان صدور رای اجرایی شده است، اما باز هم به دستور ایشان و همراهی سازمان لیگ و نیز هیات فوتبال استان آذربایجان شرقی قرارداد بازیکنان ثبت شد.



To: 00982188083608

From: 0432227878

Fax: 0432227878

Power by KOPAX at: 16-10-26 17:02 Doc: 018 Page: 001/1

F FA

For the Game. For the World.

TELEFAX

IR Iran Football Federation
General Secretariat

Zurich, 26 October 2016

Player Hamza Younes, Tunisia / Club Tractorsazi Tabriz FC, Iran
Ref. Nr. 16-00627/boa (please always indicate this reference)

Dear Sirs,

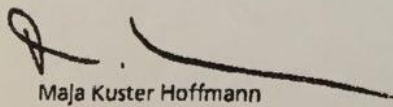
Please find enclosed a copy of the decision passed by the Dispute Resolution Chamber in the meeting held in Zurich, Switzerland, on 30 September 2016 in connection with the dispute involving the Tunisian player, Mr Hamza Younes, and the Iranian club, Tractorsazi Tabriz FC, for your perusal.

In particular, we kindly refer you to point III.7. of said decision and kindly advise you to take the necessary measures in order for the relevant sanction to be executed accordingly.

We thank you for taking note of the above.

Yours faithfully,

On behalf of the
Dispute Resolution Chamber


Maja Kuster Hoffmann
Head of Players' Status

Encl. 12 pages



حال پرسش آن است که در برابر بیت المال و نیز منافع ملی چه کسی پاسخگوست؟