
**IN THE MATTER OF AN ARBITRATION UNDER THE ARBITRATION RULES
OF THE QATAR SPORTS ARBITRATION TRIBUNAL**

ARBITRATION NO. 005 OF 2020

**MR. DANILO CIRINO DE OLIVEIRA
(CLAIMANT)**

V.

**MUAITHER SPORTS CLUB
(RESPONDENT)**

**FINAL AWARD
IN THE NAME OF HIS HIGHNESS THE EMIR OF THE STATE OF QATAR**

22 APRIL 2021

**KHADEJA AL-ZARRAA (QATAR)
SOLE ARBITRATOR**

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DEFINITIONS

- QSAF** The Qatar Sports Arbitration Foundation.
- QSAT** Qatar Sports Arbitration Tribunal, which operates under Qatar Sports Arbitration Foundation.
- Rules** Qatar Sports Arbitration Tribunal Arbitration Rules issued by the QSAF.
- QSL** Qatar Stars League.
- QSLM** Qatar Stars League Management
- Arbitrator** Ms. Khadeja Al-Zarraa appointed as sole arbitrator by the Chairman of the Ordinary Arbitration Division on 23 September 2020.
- Hearing** The hearing held virtually on 25 March 2021.

I. THE PARTIES

1. Mr. Danilo De Oliveira (hereinafter referred to as the “Claimant”) is a professional football player from Brazil. The Claimant is represented by (1) Mr. Mubarak Abdullah Mohamed Saad Al Sulaiti, of Al Sulaiti Law Firm, based at [REDACTED] and (2) Mr. Pedro Macieirinha, of José Macieirinha, Pedro Macieirinha e Associados, Sociedade de Advogados, RL, based at [REDACTED]
2. Muaither SC (hereinafter referred to as the “Respondent”) is a Qatari Football Club based in Qatar. The Respondent is not represented by counsel.
3. The Claimant and the Respondent are hereinafter referred to as the (“Parties”)

II. FACTUAL BACKGROUND

4. Below is a summary of the relevant facts and allegations based upon the Parties’ written submissions, pleadings and evidence adduced. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence maybe set out where relevant, in connection with the legal discussion that follows. Whilst the Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, she refers in her Award only to the submissions and evidence she considers necessary to explain and justify her reasoning.
5. On 1 July 2019 the Claimant and Respondent entered into a Football Player Contract effective from 1 July 2019 until 31 May 2020 (the “Contract”) whereby the Claimant agreed to be a professional football player for the Respondent.
6. Sometime in early March of 2020, the Claimant made a request to the Respondent to allow him to take his family back to Brazil due to fears of the spread of Covid-19. The Respondent initially rejected the request due to fears that the Claimant may not be able to return to the State of Qatar to complete the remaining football season.
7. The Claimant persisted in his request and the Respondent ultimately agreed to allow him to travel in exchange for his executing an undertaking ensuring that he will return to the country. Consequently, on 15 March 2020 the Claimant signed an undertaking (“Undertaking”) which states the following:

*“I undertake the below website DANILO CIRINDO DE OLIVEIRA
The player of the first Brazilian nationality and who holds the passport
Number [REDACTED] voluntarily and completely my will to take full
responsibility because it is my desire Period requested only for reasons*

of family health care due to Corona Virus. to travel and leave Doha and return no later than 3/29/2020 with my full knowledge of international circumstances that it is from the club management alert that there can be governmental measures that prevent my return For Doha, and in the event that he is not able to return on the date specified above, I pledge and acknowledge that the club will not claim any current or future financial or moral dues and consider myself to have received all of my material rights under the contract between us¹”

8. Following the signing of the Undertaking, the Claimant left the country with his family. Shortly thereafter, the State of Qatar announced that it was restricting entry only to nationals and permanent residents as a precautionary measure to combat the spread of Covid-19. In consequence, the Claimant was not able to return by 29 March 2020.
9. Consequently, the Respondent did not pay the Claimant his monthly salary for April and May 2020. The contract was terminated by effluxion of time on 31 May 2020.

III. PROCEEDINGS BEFORE THE QATAR SPORTS ARBITRAL TRIBUNAL

10. On 2 September 2020, the Claimant filed a Notice of Arbitration with QSAT (hereinafter referred to as ‘the Notice of Arbitration’), in accordance with Article 24.1 of the QSAT Rules (‘the Rules’). In the Notice of Arbitration, the Claimant requested the appointment of a sole arbitrator but failed to nominate an arbitrator.
11. On 4 September 2020, QSAT General Secretariat informed the Claimant of receipt of the Notice of Arbitration and initiated an Ordinary Arbitration procedure under the reference 005/2020.
12. On 8th September 2020, QSAT General Secretariat notified the Claimant that, in accordance with the Rules, the Claimant must be represented by a Qatari lawyer and the Claimant was asked to provide a power of attorney for a Qatari lawyer to represent him in the case.
13. By a letter dated 9 September 2020, the Respondent was informed of the Notice of Arbitration and was invited to submit, within (10) days, in accordance with Article 24.5 of the Rules, any relevant information about the number and its choice of arbitrator from the list and, in accordance with Article 25.1 of the Rules, to file with the QSAT General Secretariat, within twenty (20) days from the date of receipt of the letter, its Response to the Notice of Arbitration,

¹ Exhibit 5, Notice of Arbitration

submitting any relevant information including a brief statement of the defence, any defence of lack of jurisdiction and any counterclaim.

14. On 15 September 2020, the Claimant submitted a letter to QSAT General Secretariat requesting an extension of time of 15 days to provide a power of attorney. On the same day, QSAT General Secretariat notified the Claimant that his request for the extension was approved by the Chairman of the Ordinary Arbitration Division.
15. On 20 September 2020, the Respondent notified QSAT General Secretariat of the preferred language of proceedings (Arabic) and its preference for an arbitration panel consisting of three arbitrators.
16. On 23 September 2020 the Respondent notified General Secretariat stating that its preferred language of proceedings was Arabic and nominated Ms. Khadeja Al-Zarraa as sole arbitrator
17. On 23 September 2020, the Chairman of the Ordinary Arbitration Division issued a decision appointing Ms. Khadeja Al-Zarraa as sole arbitrator for the case, and that English was to be the operative language of the arbitration.
18. On 23 September 2020, QSAT General Secretariat notified Ms. Khadeja Al-Zarraa of her appointment as sole arbitrator for the case and requested she to file the statement of independence and acceptance confirmation.
19. On 24 September 2020, Ms. Khadeja Al-Zarraa sent QSAT General Secretariat the statement of acceptance form in accordance with article 8 of the Rules.
20. On 24 September 2020, QSAT General Secretariat informed the parties of the operative language of proceedings and the appointment of Ms. Al-Zarraa as sole arbitrator. The case documents were forwarded to the Arbitrator on the same date.
21. On 27 September 2020, the Respondent submitted the Response to the Notice of Arbitration in Arabic and was notified by QSAT General Secretariat on the same date that the document must be filed in English and was given a deadline until 29 September 2020 to submit the same.
22. On 28 September 2020, the Respondent submitted the Response to the Notice of Arbitration in English to QSAT General Secretariat.
23. On 1 October 2020, the Claimant submitted a letter to QSAT General Secretariat requesting an additional 15 days to provide the power of attorney because he was still searching for a Qatari lawyer.

24. On 4 October 2020, QSAT General Secretariate notified the Claimant that his request for the time limit extension had been approved by the Chairman of the Ordinary Arbitration Division.
25. On 16 October 2020, the Claimant submitted to QSAT General Secretariate a non-authenticated power of attorney issued to Mr. Mubarak Al Sulaiti, Qatari lawyer holding license No. 57.
26. On 16 October 2020, the Claimant submitted the Statement of Claim to QSAT General Secretariat.
27. On 19 October 2020, QSAT General Secretariat sent the Statement of Claim to the Respondent and allowed it 20 days to respond.
28. On 19 October 2020, QSAT General Secretariate notified the Claimant that pursuant to the Arbitrator's Order, the power of attorney must be authenticated and submitted no later than 27 October 2020.
29. On 20 October 2020, the Claimant objected to the Arbitrator's Order stating that the power of attorney is considered to be true when acknowledged or not challenged by the party against whom is presented as per the Portuguese Civil code.
30. On 21 October 2020, QSAT General Secretariat informed the Claimant that pursuant to the Rules, the lex arbitri of all procedures is Qatari Law which requires a power of attorney to be authenticated. Hence, the Claimant was required to provide an authenticated power of attorney by 27 October 2020.
31. On 27 October 2020, the Claimant submitted a letter to QSAT General Secretariate requesting an additional 30 days to provide the authenticated power of attorney due to difficulties from Covid – 19 restrictions in Portugal.
32. On 1 November 2020 QSAT General Secretariat informed the Claimant that the Arbitrator approved the request and that the new deadline for submitting the authenticated power of attorney was 26 November 2020.
33. On 1 November 2020, the Respondent submitted the Statement of Defence to QSAT General Secretariat.
34. On 1 November 2020, QSAT General Secretariat shared the Statement of Defence with the Claimant.

35. On 26 November 2020, the Claimant submitted a letter to QSAT General Secretariat requesting an additional 10 days to provide the authenticated power of attorney due to delay in obtaining an appointment with the embassy of Qatar in Portugal.
36. On 30 November 2020, QSAT General Secretariat notified the Claimant of the Arbitrator's decision to extend the deadline to submit the power of attorney by 6 December 2020.
37. On 4 December 2020, the Claimant submitted a letter to QSAT General Secretariate requesting an additional extension to submit the authenticated power of attorney citing the Portuguese holidays as justification.
38. On 7 December 2020, QSAT General Secretariat requested the Claimant to confirm the date by which he would be able submit the authenticated power attorney. On the same date the Claimant confirmed that he would be able to provide the authenticated power of attorney by 15 January 2020.
39. On 9 December 2020, QSAT General Secretariat notified the Claimant of Arbitrator's decision granting him a final extension to submit the power of attorney by no later than 15 January 2021.
40. On 20 December 2020, the Claimant provided a copy of the power of attorney authenticated by the embassy of Qatar in Portugal.
41. On 21 December 2020, QSAT General Secretariat notified the Claimant informing him that the power of attorney lacked the proper authentications from the authorities in the State of Qatar and based on the Arbitrator's Order, requested him to authenticate the power of attorney locally in Qatar and submit a copy by no later than 15 January 2021.
42. On 15 January 2021, the Claimant submitted a letter to QSAT General Secretariat requesting an additional extension to submit the power of attorney by no later than 30 January 2021.
43. On 18 January 2021, QSAT General Secretariat notified the Claimant of the Arbitrator's approval to the request for the extension.
44. On 30 January 2021, the Claimant submitted a letter to QSAT General Secretariat requesting one final extension to submit the power of attorney due to delay in delivery by the Qatar post office.

45. On 1 February 2021, QSAT General Secretariat notified the Claimant that pursuant to the Arbitrator's Order, the deadline to submit the authenticated power of attorney was extended to 7 February 2021.
46. On 7 February 2021, the Claimant submitted the authenticated power of attorney to QSAT General Secretariat.
47. On 16 February 2021, the Arbitrator requested an extension of 60 days of the time limit to issue the Award due to the delay in receiving the power of attorney from the Claimant.
48. On 16 February 2021, the Chairman of the Ordinary Arbitration Division approved the Arbitrator's request to extend the time limit to issue the Award.
49. On 17 February 2021, QSAT General Secretariat notified the Parties of the decision of the extension of the time limit to issue the Award.
50. On 14 March 2021, the Arbitrator submitted a request to QSAT General Secretariat in order to hold a virtual hearing and proposed tentative dates and timings to be discussed with the Parties.
51. On 21 March 2021, QSAT General Secretariat issued the Parties an invitation to the Hearing and requested that the Parties confirm the identity of attendees for the Hearing.
52. On 23 March 2021, QSAT General Secretariat received the Respondent's acceptance of the date of the proposed hearing and attendee details.
53. On 24 March 2021, QSAT General Secretariat received the Claimant's acceptance of the date of the proposed hearing and attendee.
54. On 25 March 2021 the hearing was conducted virtually via Microsoft Teams with the attendance of both Parties.
55. During the Hearing, the Arbitrator requested that the Claimant resubmit the Notice of Arbitration and Statement of Claim with both Mr. Mubarak Al Sulaiti and Mr. Pedro Macieirinha's signatures and under Mr. Mubarak Al Sulaiti's letterhead as principal counsel by 28 March 2021.
56. On 28 March 2021, the Claimant resubmitted the Notice of Arbitration and Statement of Claim jointly signed by both counsel to QSAT General Secretariat.

57. On 28 March 2021, QSAT General Secretariat informed the Claimant that pursuant to the Arbitrator's Order made in the Hearing, the document's must also be issued on Mr. Mubarak Al Sulaiti's letterhead.
58. On 28 March 2021, the Claimant requested an extension to 1 April 2021 to resubmit the documents.
59. On 28 March 2021, QSAT General Secretariat informed the Claimant that the Arbitrator granted him an extension to 30 March 2021 to resubmit the documents.
60. On 30 March 2021, the Claimant submitted the corrected the Notice of Arbitration and Statement of Claim jointly signed by both counsels to QSAT General Secretariat.
61. On 11 April 2021, QSAT General Secretariat shared the hearing minutes with the Parties.

IV. SUBMISSIONS OF THE PARTIES

62. The following outline of the Parties submissions is illustrative only and does not necessarily comprise every contention put forward. The Arbitrator, has however, carefully considered all the submissions made, even if there is no specific reference to those submissions in the following summary.
63. The Claimants submissions, in essence, may be summarised as follows:
64. On 1 July 2019, the Claimant and Respondent entered into a Contract effective from 1 July 2019 until 31 May 2020, whereby the Claimant agreed to be a professional football player for the Respondent.
65. Sometime in early March of 2020, the Claimant made a request to the Respondent to allow him to take his family back to Brazil due to fears of the spread of Covid-19. The Respondent initially rejected the request due to concerns that the Claimant may not be able to return to the State of Qatar to complete the reaming football season.
66. The Claimant insisted on his request. Consequently, on 15 March, 2020 the Claimant signed an Undertaking which states the following:

*"I undertake the below website DANILO CIRINDO DE OLIVEIRA
The player of the first Brazilian nationality and who holds the passport
Number [REDACTED] voluntarily and completely my will to take full
responsibility because it is my desire Period requested only for reasons*

of family health care due to Corona Virus. to travel and leave Doha and return no later than 3/29/2020 with my full knowledge of international circumstances that it is from the club management alert that there can be governmental measures that prevent my return For Doha, and in the event that he is not able to return on the date specified above, I pledge and acknowledge that the club will not claim any current or future financial or moral dues and consider myself to have received all of my material rights under the contract between us”²

67. Following the execution of the Undertaking, the Respondent allowed the Claimant to travel with his family on the condition that he return to Qatar by the agreed date set out in the Undertaking. Shortly after, the State of Qatar announced that it was restricting entry to only Qatari nationals and permanent residents as a precautionary measure to combat the spread of Covid-19. Therefore, the Claimant was not able to return by 29 March 2020. Consequently, the Respondent did not pay the Claimant his salary for the months of April and May 2020. The contract was terminated on 31 May 2020 by effluxion of time.
68. The Claimant asserts that his absence was duly authorized by the Respondent and authorised given that the Respondent provided the Claimant with a training schedule during the period where he was unable to return to Doha. The Claimant further asserts that he attended all the online training sessions held with the other players in that period in compliance with his Contract and that at that time all physical training was suspended.
69. Moreover, the Claimant asserts that the undertaking was signed with the intention that it will “*enter into force only if the competitions were continued, that is if the player has missed any official matches for the club.*”³ Further, the Claimant claims that “*the suspension of incoming flights was never agreed between the parties as a government measure able to make effective the undertaking signed by the player*”⁴
70. Consequently, it is the Claimant’s position that he was under the jurisdiction of the Respondent and participated in all online training sessions as its other players did for that period given that physical training was suspended. Further, the Claimant asserts that the Respondent had announced that salaries will not be suspended or reduced for that period and that the Respondent did not suspend him or notify him of any breach of the Contract due to his failure to return to Qatar. Therefore, the Claimant argues that he is entitled to his salary for that period.

² Exhibit 5, Notice of Arbitration

³ Statement of Claim, para 3.59

⁴ Statement of Claim, para 3.55

71. The Claimant's requests for relief as set out in Notice of Arbitration dated 2 September 2020 reads as follows:
- I. The monthly salary of April in the amount of [REDACTED] dollars;
 - II. The monthly salary of May 2020 in the amount of [REDACTED] USD dollars;
 - III. In the total amount of [REDACTED] \$ USD, plus interest 5% p.a 30 April 2020 over the amount of [REDACTED] \$US Dollars until effective payment and, plus interest 5% p.a 31 May 2020 over the amount of [REDACTED] \$US Dollars until effective payment;
 - IV. The Respondent shall be condemn in sportive sanctions.
72. The Respondent's submissions, in essence, may be summarised as follows:
73. The Respondent asserts that the Claimant was determined to travel with his family despite being aware of the associated risks at that time due to Covid-19. The Respondent contends that the Claimant signed the Undertaking with full knowledge of the risks associated with leaving the country at that time due to Covid-19 restrictions imposed worldwide. Further, the Respondent claims that it specifically mentioned the possibility of the closure of the borders as a precautionary measure to combat the spread of Covid-19 which would or could prevent the Claimant from returning to Qatar for the remainder of his Contract term. However, the Claimant disregarded the potential risks and signed the Undertaking acknowledging the potential risks and left the country. Consequently, the Claimant was unable to return by 29 March 2020 as agreed by him in the Undertaking due to the closure of the border of the State of Qatar.
74. Moreover, the Respondent's position is that the Undertaking was meant to serve as a tool to create a balance between the parties in relation to allowing the Claimant to return home based solely on his wishes and preserving the Respondent's rights in the event that the Claimant failed to return to Qatar by the agreed date. Further, the Respondent claimed that during that time, no other player from the team left the country and that the team players and administrative staff all adhered to the precautionary measures taken at that time with the exception of the Claimant who left the country based on his sole desire. Therefore, it is the Respondent's position that pursuant to the Undertaking, the Claimant waived the right to claim any financial dues from the Respondent should he fail to return to Qatar by 29 March 2020. Thus, the Respondent is deemed to have performed all of his obligation under the Contract.
75. Furthermore, the Respondent asserted that in order for the Claimant to fulfil his contractual obligations, he must succumb to the legal jurisdiction of the Respondent which required him to remain in Qatar. Thus, leaving the country and his inability to return hindered the performance of his obligation.

76. Moreover, the Respondent asserts that the relationship between the Parties is an employment relationship by virtue of the Contract executed between them. Therefore, the basis for entitlement of the monthly salary is the performance of the work which requires the Claimant to be physically present in the country. Further, the Respondent contends that the Undertaking is an integral part of the Contract therefore, it should be deemed as a waiver of the Claimant's financial rights against the Respondent following 29 March 2020.
77. Consequently, the Respondent asserts that it has performed all obligations under the Contract and the Claimant clearly waived his right to seek payment of any financial dues following 29 March 2020.
78. The Respondent's requests for relief as set out in the Statement of Defence dated 1 November 2020 reads as follows:
- I. Rejection of all claims made by the Claimant.

V. JURISDICTION

79. Article 62 of the Statutes of QFA provides as follows:

"The QFA recognises the jurisdiction of the Independent Qatar Sports Arbitration Tribunal (QSAT)

(a) to resolve all disputes between QFA, its Members, Players, Officials Intermediaries, affiliated to /registered with/licensed by the QFA at the time the dispute arose (internal national disputes) except those specifically excluded in the Statutes or relevant regulations of the QFA..."

80. Therefore, the provisions of the QSAT Rules shall apply to the proceedings.

81. Article 63 of the QFA Statutes provides:

1. *The QFA, its Members, Players, Officials and intermediaries will not take any dispute arising between them to the Ordinary Courts unless these Statutes, the FIFA Regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. Instead of recourse to ordinary courts, any disagreement shall be submitted to the jurisdiction of the QFA and/or the QSAT.*
2. *The QFA and/or the QSAT shall have jurisdiction on disputes between parties belonging to the QFA at the time that the dispute arose (internal national disputes). FIFA shall have jurisdiction on disputes between parties belonging to different National Associations and/or Confederations at the time the dispute arose (international disputes)*

3. *Recourse may only be made to an Arbitration Tribunal once all internal channels of QFA have been exhausted*

82. The jurisdiction of the QSAT in the present case is established and is not disputed by the Parties. Accordingly, the Arbitrator holds that QSAT has jurisdiction to hear the Claimant's claim.

VI. APPLICABLE LAW

83. Rule 41.1 of the Rules provides as follows:

“The Panel shall decide the dispute according to the rules of law chosen by the parties and the applicable regulations or, in the absence of such a choice, according to the law that the Panel determines to be appropriate.....”

84. Article XIV of the Contract provides that the Contract is governed firstly by the Regulations of the QFA/QSLM and subsidiarily by the Laws of the State of Qatar. Therefore, the Arbitrator shall decide this claim according to the Regulations of the QFA/QSLM and Qatari Law.

VII. MERITS

A. THE UNDERTAKING

85. The Claimant claims that he is entitled to his salary for the months of April and May of 2020 which the Respondent refused to pay following the Claimant's inability to return to Qatar by 29 March due to the closure of the state of Qatar's borders as a measure to combat the spread of Covid-19. The Claimant asserts that at time of the execution of the Undertaking *“the suspension of incoming flights were never agreed between the parties as a government measure able to make effective the undertaking signed by the player”*⁵ The Claimant further asserts that the *“undertaking was agreed to enter into force only if the Competitions were continued, that is if the player had missed any official matches for the club”*⁶

86. The Respondent contends that the Claimant was aware of the potential risks that may prevent him from returning to Qatar at that time due to the precautionary measures taking by governments worldwide to combat the spread of Covid-19.

⁵ Statement of Claim, para 3.55

⁶ Statement of Claim, para 3.59

87. The wording of the Undertaking clearly indicates that the Claimant was aware of the potential risks that may prevent him from returning to the country which states *“with my full knowledge of international circumstances that it is from the club management alter that there can be governmental measures that prevent my return for Doha”*⁷. Further, during the Hearing the Claimant confirmed that the Respondent met with him for more than an hour and discussed the potential risks associated with traveling at the time⁸.
88. In light of the above, it is clear to the Arbitrator that the Claimant was aware of the potential risks that may prevent him from returning should he choose to travel with his family. It is also clear that the Claimant executed the Undertaking with full knowledge of those potential risks which subsequently prevented him from returning by the agreed date. Hence, the Arbitrator denies the Claimant’s assertion that he was not aware of the risks involving closure of borders when he executed the Undertaking.
89. Moreover, the Claimant asserts that the purpose of the Undertaking is to only be applicable in case the Claimant fails to return by the agreed date and misses an official match. However, the Claimant fails to support this claim as the wording of the Undertaking do not refer to missing an official match and only states that it is applicable if the Claimants failed to return to Qatar by 25 March 2020. If the Claimant’s intention was that the Undertaking is executed solely in case an official match is missed, he should have clarified this language before executing the Undertaking. Therefore, the Claimant’s assertion that the undertaking is intended to apply only if his travels prevent him from playing in an official match, is rejected.

B. THE RELATIONSHIP BETWEEN THE PARTIES

90. The Respondent asserts that the relationship between the Parties is an employment relationship by virtue of the Contract executed between them. Therefore, the basis for the entitlement to the monthly salary is the performance of the work which requires the Claimant to be physically present in the country. Further, the Respondent contends that the Undertaking is an integral part of the Contract therefore, it should be deemed as a waiver of the Claimant’s financial rights following 29 March 2020 against the Respondent. Therefore, the Respondent is of the view that it has fulfilled its obligations towards the Claimant until the expiry of the Contract term on 31 May 2020.
91. The Claimant contends that he has continued to perform his contractual obligations while abroad by attending all the online training sessions organized by the Respondent. The Claimant further argues that during the months of April

⁷ Exhibit 5, Notice of Arbitration

⁸ Hearing Minutes, para 99.

and Mary of 2020 all the players residing in Qatar were asked to attend online training session as physical training was suspended. Further, the Claimant contends that the Respondent assured the players that it will not suspend or reduce their salaries.

92. Upon review of the Contract terms, it is clear to the Arbitrator that it contains all the elements of a labour contract which includes subordination, control and supervision. Therefore, it is the Arbitrator's view that the contractual relationship between the Parties is considered an employment relationship subject to the provisions of the Labour Law No. (14) of 2004 (the "Labour Law").

93. Further, Article (4) of the Labour Law states:

"the rights prescribed by this Law represent the minimum rights of the Workers. Therefore, any condition contrary to the provisions of this Law, even if made prior to its effectiveness, shall be void unless they are more advantageous to the Worker. Any release, compromise or waiver of the entitlements prescribed herein for the Worker shall be deemed void" (emphasis supplied)

94. Article (4) prohibits any agreement by the Worker whereby the worker is waiving a right prescribed to him by the Labour Law. Article (1) defines the Worker as "any natural person who receives a remuneration or to whom a remuneration accrues in respect of services rendered under the Employer's management and control" (emphasis supplied). Further, Chapter six of the Labour Law addresses the Worker's entitlement to remuneration in exchange of the work performed. Therefore, Worker's right to be compensated financially for the work performed is guaranteed by the Labour Law and any agreement by the Worker to waive such a right shall be deemed void.

95. In light of the above, the Arbitrator will now consider whether the Claimant has performed any work during the period of April and May of 2020.

96. The Claimant contends that despite being outside the country, he attended all the online training sessions held by the Respondent similar to the other players who were still residing in Qatar at the time. Therefore, despite not being able to return to Qatar by 29 March 2020, he continued to fulfil his contractual obligations until the expiry of the Contract on 31 May 2020. In this regard, the Claimant submitted Exhibit 8 which contains two audio files for two training sessions held on 19 April 2020 and 19 May 2020. In those video files, the Claimant is seen participating in training sessions with other players and a coach from the Respondent. The Claimant affirms that the Respondent sent him the links for the training sessions and that the issue of his noncompliance with the Undertaking was never raised by the Respondent following his travels.

97. The Respondent contends that given that the Claimant is a football player by profession, he is required to train whether he is contracted by the Respondent or on leave. Further, the Respondent argues that in order for the Claimant to be under the legal jurisdiction of the Respondent, he must be in the country on the agreed period stated in the Undertaking. Otherwise, the Claimant will not be benefiting the Respondent by attending the online training given that he cannot participate in any matches since he is outside the country. Further, the Respondent asserts that the Claimant was not given a notice following his failure to return to Qatar by 29 March as agreed in the Undertaking because he was aware of its contents and legal affects.
98. As discussed in paragraph 92 above, in the Arbitrator's view the relationship between the Parties is an employment relationship governed by the terms of the Contract and the provisions of the Labour Law. The Labour Law affords a Worker the right to receive remuneration for the services provided to the employer. Further, as established above in paragraph 94 any agreement by the Worker to waive the right to remuneration shall be deemed void. Turning to the circumstances of the case, it is clear that the Claimant continued to perform his contractual obligations towards the Respondent during the months of April and May of 2020 by attending all the online training session held by the Respondent. Moreover, at the time, all the Respondent's players were under quarantine restrictions due to the Covid -19 precautionary measures adopted by the State of Qatar and as confirmed by the Respondent during the hearing⁹. Consequently, all the Respondent's players were asked to attend the same online training sessions attended by the Claimant. Further, the Respondent also confirmed during the hearing that its first official match played physically following the Covid-19 restrictions was sometime in June¹⁰. Moreover, the Respondent did not deny or contest the Claimant's allegations of attending all online training sessions organized by the Respondent in April and May of 2020.
99. In light of the above, it is clear to the Arbitrator that the Claimant continued to perform his obligations under the Contract following his departure from Qatar based on the request of the Respondent. Further, the Claimant performed his contractual obligations in the same manner as the Respondent's other players at that time who were still residing in Qatar. Moreover, it is clear to the Arbitrator that the Respondent failed to adequately notify the Claimant of his breach of the Undertaking and the Contract due to his absence from the country.
100. Turning to the Respondent's claim that the Claimant's absence from Qatar in that period affected the Respondent's interests given that he was not able to participate in any official matches, the Arbitrator is satisfied that the claim is

⁹ Hearing Minutes, para 140-144.

¹⁰ Hearing Minutes, para 145-147.

unsustainable given that no official matches were played at that time. Hence, the Respondent's interests were not affected by the Claimant's absence from the country.

101. In light of the above, it is the Arbitrator's view that the Claimant performed his contractual obligations towards the Respondent for the months of April and May of 2020 by participating in online training sessions, at the request of the Respondent and particularly notes the Respondent's failure to notify the Claimant that he would not be paid in his absence from Qatar. Hence, the Claimant is entitled to payment of his salary for April and May 2020.
102. Accordingly, the Arbitrator concludes that the Respondent is liable to pay the Claimant his outstanding salary for the months of April and May of 2020 in the total amount of USD 36,364.
103. The Claimant is requesting that the Respondent pays an interest rate of 5% over the total amount of April and May salaries until effective payment. The Permanent Constitution of Qatar states that Sharia is the main source of legislation in Qatar. Further, Article (2) of the Civil Code Law No. (22) of 2004 ("Civil Code") states that if no legislative provision exists, the judge shall decide the claim based on the principles of Sharia. Sharia bars the award of interest on late payments. In this regard, Article 568 of the Civil Code prohibits interest on loans and deems a condition in an agreement whereby an interest rate is imposed to be void. Hence, the general rule under Qatar registration is that interest is not permitted even in loans which complies with the general principles of Sharia. Nonetheless, Article 268 of the Civil Code provides an alternative approach to interest if it is classified as damages suffered from a debtor's delay in payment of an obligation concerning a monetary amount provided that the creditor proves that he/she has suffered damages as a result. Whereas the element of contractual liability are fault, damages and causation and the Respondent's delay in payment of the Claimant's salary for April and May of 2020 is deemed to satisfy the element of fault. However, the Claimant failed to establish the extent of the damages resulting from that delay. Therefore, the Claimant's request for payment of interest is denied.
104. The Claimant is requesting that the Respondent shall be condemn in sportive sanctions. The Claimant failed to adequately plead his request by providing details and evidence of any sportive sanctions. Further, imposing sportive sanctions is not within QSAT or the Arbitrator's remit as that power is vested in the QFA/QSLM. Therefore, the Claimant's request for sportive sanction is dismissed.

VIII. COSTS

105. Article Rule 49 of the Rules provides that:

49.1 “In disputes concerning non-disciplinary matters, the parties shall pay the costs specified by the Secretary General in the light of overall circumstances and complexity of the dispute at stake as well as in accordance with Annex (1).

49.2 “In disputes concerning non-disciplinary matters, if the amount of the dispute can be fixed and determined, the amount will be calculated in accordance with the costs scale in Article (2) of Annex (1)

49.3 “If it is not possible to fix and determine the amount of the dispute, the Secretary General shall fix the amount of the costs in the light of overall circumstances and complexity of the dispute at stake as well as in accordance with Annex (1)

106. Article Rule 50 of the Rules provides that

50.1 the Secretary General shall determine the final amount of the cost of the arbitration at the end of the particular proceedings, which shall include:

- a. The QSAT Administrative fee,*
- b. The QSAT administrative costs calculated in accordance with the Article (2) of Annex (1),*
- c. The arbitrators’ costs and fees,*
- d. The ad hoc clerk’s fees, if any, calculated in accordance with Article (3.5) of Annex (1),*
- e. A contribution towards the QSAT’s expenses, and*
- f. The costs of the witnesses, experts and interpreters.*

50.2 The Secretary General may communicate the final account of the arbitration costs in the award or may choose to communicate such final account separately to the parties”

50.3 “The Panel shall determine in the arbitral award, which party shall bear the arbitration costs or in which proportion the parties shall share such costs. The Panel may also award legal fees or other expenses incurred in connection with the proceedings. When [granting] its award on costs and fees, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties.”

107. Having taken into consideration the outcome of the arbitration, the Arbitrator deems that the total costs of the arbitration shall be borne by the Respondent. The amount of the arbitration costs will be determined and notified to the Parties by the QSAT Secretary General.

IX. FINAL AWARD

108. For the reasons stated above, the Arbitrator decides, declares and awards as follows”

1. The Respondent shall pay the Claimant the monthly salary of April in the amount of USD [REDACTED]
2. The Respondent shall pay the Claimant the monthly salary of May 2020 in the amount of USD [REDACTED]
3. The Claimant’s claim for payment of interest of 5% over April and May salaries until effective payment is dismissed;
4. The Claimant’s claim for sportive sanction is dismissed; and
5. The costs of the arbitration, to be determined and served on the Parties by the QSAT Secretary General, shall be borne by the Respondent.

Seat of the arbitration: Doha, Qatar

Date 22 April 2021

THE QATAR SPORTS ARBITRATION TRIBUNAL

Sole Arbitrator



Khadeja Al- Zarraa
Qatar