

**“LIONEL MESSI v FC BARCELONA”**

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**ABSTRACT**

*One of the biggest clickbait of 2020 was Lionel Messi's transfer request to FC Barcelona after their humiliating defeat to Bayern Munich in the Champions League semifinals. Messi who was contracted to Barcelona till 2021 summer relied on a specific clause in his contract which allows him to leave at the end of each season. Barcelona denied Messi's request pressing on the contention that the date for triggering such a clause has expired which once again puts Messi's 700 million release clause in picture for any club that desires to sign him. All this fuzz was due to the extension of the 2020 season due to the coronavirus pandemic which ultimately extended the player contracts. The football world expected a lawsuit between Lionel Messi and FC Barcelona each having strong legal arguments for supporting their position. This article highlights the legal standpoint surrounding Messi's contract with FC Barcelona, the depth of each party's arguments and, the regulations relating to player contracts during the Covid-19 Pandemic.*

## **1. INTRODUCTION**

The football world was left in a frenzy after Lionel Messi submitted a transfer request to FC Barcelona, wanting to walk away from the club as a free agent after nearly two long decades with the Blaugrana side. Surely one of the biggest clickbait of 2020, Lionel Messi's stunning announcement made multimillionaire owners go crazy over bringing one of the best players in the world to strengthen their sporting side. Messi signed a four-year contract with FC Barcelona in 2017, but since then it has been a humiliating run for the Catalan side in Europe with the 2020 season going trophyless losing the league title to their rival club Real Madrid. The Argentine star was frustrated with the club's Board and unwilling to extend his contract despite many approaches from the side. Following their embarrassing 8-2 defeat against Bayern Munich in the Champions League, Messi dropped a bomb on the club by sending a burofax stating his desire to leave the club by exercising a specific clause in his contract which allows him to leave for free at the end of every season. However, Barcelona did not agree that the clause was still existing and stated that it has expired triggering the huge 700 Million euros release clause of the player, which was backed by Laliga in an official statement. Though Messi and his agents stuck to their decision after discussions with the club, he finally gave in and confirmed his staying in the club for another year as he did not wish to take the club of his life to the court in a lawsuit.

## **2. COVID-19 AND PLAYER CONTRACTS**

Lionel Messi is contracted to FC Barcelona till 2021 after he signed a four-year deal back in 2017 when he claimed his desire to finish his career at the Catalan club. After PSG triggered Neymar's release clause of 222 million euros, Barcelona was keen to keep their icon Messi at the club thereby inserting a humongous release clause of 700 million euros in his contract. However, Messi has one specific clause in his contract which allows him to leave the club for free, at the end of each season. Such a clause allowing a player to break his contract without a transfer fee is surely exquisite and is only available to superstars of Messi's stature. Ten days following the humiliating Champions League exit, on 25th August, Messi sent a burofax to the club as an official statement informing his desire to leave the club by activating the so-called 'get out of jail free' clause in his contract. Though the club was dismayed at this shocking announcement, they did not agree to Messi's

statement. Barca's position, backed by LaLiga chief Javier was that Messi missed the June 10 deadline in his contract, a date stipulated ten days after the original date of the Champions League; the timeframe that was given for Messi to inform the club of his intention to leave. This clause, therefore having expired, activates once again, the 700 million Euros release clause of the player, and any team willing to buy Lionel Messi must pay this humongous sum to FC Barcelona. Despite this public statement by Laliga supporting Barca, Messi was confident about his decision following FIFA's guidelines during the pandemic that any pre-existing dates would be extended beyond the completion of the delayed campaigns and therefore skipped the PCR tests and the team's first training under the new coach. Discussions continued after Messi's agents arrived in Barcelona, but both the club and Laliga did not give in, which forced Messi to stay for another year; a decision he took to avoid a lawsuit against his beloved club.

The Covid-19 pandemic delayed Europe's all major league's to a point that the Champions League final originally to be played by May 30, got extended till August 23. Since the players were asked to play beyond June 30, the usual date for the end of football contracts, the postponement raised many issues and concerns over whether the particular contracts will end or will they get automatically extended until the end of the resumed season. In a bid to avoid players walking out on clubs, FIFA issues certain guidelines, stating that in its view, the expiry date of June 30 was intended by all parties to mean the 'end of the season'. However, FIFA also acknowledged that mandatory National Laws would, in most cases, ultimately govern rights under player's contracts. What if Messi had gone to the court?

### **3. FRAMING THE ARGUMENTS**

Lionel Messi's legal team could revolve around the prime argument that contracts are designed to provide certainty and courts are loath to go down the road of trying to read the intent of the parties beyond the simple words on the page. They will suggest that since when the contract was signed, the "intent" was to allow the player until the end of the season to decide if he would stay or go and since the CL final was originally scheduled for May 30, the "intent" of the contract was to allow Messi eleven days after the completion of the competitive season to decide to stay or go. The team will argue that the effective date should be eleven days after the CL final date of August 23, 2020. That is, Messi is trying to argue that the June deadline for him to activate the clause was intended

to refer not to a specific date, but rather a particular event, "the end of the season"- which was postponed this year due to the coronavirus crisis.

Barcelona could go by the simple argument that the first rule of contractual interpretation is that the plain words are binding unless they are unclear, statute-barred, or ambiguous. There is nothing remotely unclear about a simple date like June 10, 2020, that would allow a judge to go outside what is written on within the "four corners" of the legal document to embark on a speculative analysis as to the parties' intentions when they signed the contract. That leaves no ambiguity in the date of June 10, 2020, for Messi's team to argue about. Moreover, they could argue that according to international football practices and rules, the contractual season ends on June 30, 2020, and hence the date of June 10 in Messi's contract does not represent 11 days after the competitive season ends, but rather, 20 days before the contractual season. That is, going by the contractual season if the new season ended on 23rd August 2020, Messi's deadline to activate his clause is 20 days before, which is the 3rd of August which he missed. In this way, Messi's argument about the intention of parties could go against him leaving him in a more complicated situation.

#### **4. LEGAL STANDPOINT**

Though FIFA issued guidelines extending the player contracts till the end of the postponed season, they also acknowledged that that mandatory National Laws would, in most cases, ultimately govern rights under player's contracts. Both UEFA and FIFA legal executives are aware that if there is any disagreement between Lionel Messi and FC Barcelona, then it must be resolved through a Spanish court and would see both governing bodies exempt from becoming embroiled in the emerging legal conflict between both sides. Player contracts construed by the Spanish law take a broadly similar approach to that of other European Jurisdictions. As far as the law here is concerned, a date is a date- and that threshold point in time would be deemed to be the objective intention of the parties to trigger the attached contractual consequence. Even if the court was to go beyond the text of the agreement finding any ambiguity in the date specified, they simply cannot substitute Messi's argument of the intention of parties regarding "the end of the season"; because FC Barcelona also has a strong argument based on the contractual season dates which Messi has duly missed.

## **5. WILL MESSI RUIN BARCELONA**

Very recently, Spanish Newspaper El Mundo released documents surrounding Messi's 4-year contract, signed in 2017, with a complex breakdown of € 555 million he is to receive if all the add-ons are completed. The report states that the deal of Messi is the highest one an athlete has ever signed. There are only four copies of the contract; Messi has one, Barca has another, La Liga has a copy and so does Cuatrecasas, the law firm used by the Argentine international. F C Barcelona denied any involvement in the contract leakage and is set to take legal action against the newspaper.

Also, rumours about the financial difficulties faced by the Catalan club came to light, with reports suggesting they have debts adding up to more than €1 Billion. It was El Mundo who claimed that the club is 'on the verge of bankruptcy', with much of the blame being laid at the door of the former board led by Josep Maria Bartomeu. El Mundo published the information under a headline which said Messi's contract will 'ruin Barcelona', with the Argentine understood to be the highest-paid athlete ever. Considering the Club's current financial situation, they will have to cut the Argentine's wages by 40% in order to keep him at the club taking into account the fact that he already took a wage cut during the pandemic. Messi, on the other hand, is in the last few years of his contract and would be looking for a more secure contract. The French club PSG is doing exactly that. The club which is practically owned by the nation of Qatar is looking to offer Messi 800,000 pounds per week, a figure that Barcelona cannot match. FC Barcelona's debt was seen incoming by everyone and the blame can only be put on the Board for their unprofessional and naive contract dealings over the last four years.

Messi's contract is a great eye-opener for future football contract negotiations. It is not a question if Messi deserves such an exquisite contract. The football world is getting engulfed with oil money and it is a common sight for even very young talented players getting bagged by Club Giants for humongous amounts of money. It is the Club and the Club only that has the entire responsibility for its player contracts and in no way the burden for its financial crisis can be put on a player.

**6. CONCLUSION**

A case between Lionel Messi and FC Barcelona? No football fan in the world would have imagined such an event happening. But it did not, as Messi didn't want to take the club of his life to court. On the legal side, Messi indeed had a weak hand even if he takes the matter to court, but the way a club like Barcelona has treated its legend- the best player of all time is disgraceful. Forcing him to stay, the club has also created a sitch where Messi might not indulge in any future negotiations with it and could walk out as a free agent after the current season without any economical gain to the side.