

# Decision of the Players' Status Chamber

passed on 24 October 2023

regarding an employment-related dispute concerning  
the coach Vladimir Janković

**BY:**

**Louis Everard (the Netherlands)**

**CLAIMANT:**

**Mr Vladimir Janković**  
Represented by Kasalo Raić

**RESPONDENT:**

**FK Riteriai, Lithuania**

## I. Facts of the case

1. On 29 March 2023, the Serbian coach Vladimir Jankovic (hereinafter: *Claimant* or *coach*) and the Lithuanian club VSJ FK Riteriai (hereinafter: *club* or *Respondent*) concluded an employment contract (hereinafter: *contract*) valid as from the date of signature until 15 November 2023.
2. In accordance with the Contract, the Respondent undertook to pay to the Claimant *inter alia* the following amounts:
  - EUR 6,612 as monthly salary;
  - EUR 1,158 as monthly rental allowance;
  - EUR 500 as an official match winning bonus.
3. On 21 July 2023, the Respondent sent the Claimant a correspondence titled “Order on implementation of the Employment Contract”, according to which the latter was prohibited from attending training sessions and continuing to carry out his coaching activity until 23 July 2023.
4. On 24 July 2023, the Respondent sent a second correspondence to the Claimant titled “Order on providing explanation regarding alleged violation of Employment duties”, in which an explanation was requested from the Claimant regarding an alleged “psychological compulsion and unethical behaviour with other team members”.
5. On the same day, in reply to both abovementioned correspondences, the Claimant provided a response, stating the following:
  - The accusations of “psychological compulsion and unethical behaviour” are unfounded and completely uncorroborated;
  - The failure to pay the Claimant outstanding bonuses and the preclusion from conducting training sessions constituted a severe breach of contract by the Respondent;
  - The Respondent is formally put in default of payment of EUR 2,000 as outstanding remuneration, and granted a deadline of 15 days to remedy the alleged breach;
  - Respondent should immediately cease breaching the Contract and allow the Claimant to resume his activity as head coach.
6. On 25 July 2023, the Respondent unilaterally terminated the Contract due to “serious violations” of his employment duties. The Respondent specified that its players complained about a “negative, psychologically stressful and demotivating atmosphere” within the team, for which the Claimant was allegedly responsible, and which constituted a material breach of the contract by the Claimant, entitling the Respondent to prematurely terminate the Contract with just cause.

7. On 26 July 2023, the Respondent paid an amount of EUR 5,342.58, corresponding to the Claimant's pro-rata salary and rental allowance for the month of July until the date of termination.
8. On 28 July 2023, the Claimant sent a default notice to the Respondent, requesting compensation in the amount of EUR 28,698.86 plus interest within 15 days, to no avail.
9. The coach signed a contract with Montenegrin club Sutjeska Niksic (hereinafter: *the New Club*) valid as from 10 August 2023 until 31 May 2025 (hereinafter: *the New Contract*).
10. In accordance with the New Contract, the Claimant is entitled to receive EUR 450 per month as salary.

## II. Proceedings before FIFA

11. On 1 September 2023, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of the Claimant

12. In his claim, the Claimant argued that the Respondent fabricated allegations of "psychological compulsion" and "unethical behaviour", providing no evidence to that effect.
13. The Claimant further outlined that the Respondent only made reference to a signed letter by the players, of which he never received a copy, purporting that the former was responsible for a "negative, psychologically stressful and demotivating atmosphere" in the dressing room, which was in any case insufficient to terminate the Contract with just cause.
14. The Claimant thus argued that, as the termination of the Contract resulted without just cause by the Respondent, compensation was due to the former.
15. The Claimant therefore requested compensation of EUR 28,698.86, as well as interest on said amount from 26 July 2023.

### b. Position of the Respondent

16. Despite having been invited to do so, the Respondent failed to provide a position to the claim.

### III. Considerations of the Players' Status Chamber

#### a. Competence and applicable legal framework

17. First of all, the Single Judge of the Players' Status Chamber (hereinafter also referred to as *Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 1 September 2023 and submitted for decision on 24 October 2023. Taking into account the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
18. Subsequently, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 lit. c) of the Regulations on the Status and Transfer of Players (May 2023 edition), the Single Judge is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Serbian coach and a Lithuanian club.
19. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (May 2023 edition), and considering that the present claim was lodged on 1 September 2023, the May 2023 edition edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### b. Burden of proof

20. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, he stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

#### c. Merits of the dispute

21. His competence and the applicable regulations having been established, the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for the assessment of the matter at hand.

### i. Main legal discussion and considerations

22. The foregoing having been established, the Single Judge moved to the substance of the matter, and took note of the fact that the basis of the dispute revolved around the alleged unlawful termination of the Contract by the Respondent.
23. In this context, the Single Judge acknowledged that his task was to determine whether the Respondent had terminated the Contract with or without just cause, and what the consequences of such potentially unlawful termination may be.
24. The Single Judge firstly revisited the parties' submissions, starting with the Claimant, according to whom the Contract was terminated without just cause, as the (uncorroborated) justification of an alleged psychologically stressful environment does not constitute a valid reason to terminate the Contract prematurely.
25. On the other hand, the Single Judge noted that the Respondent failed to provide a position to the claim altogether.
26. Prior to evaluating the parties' positions, the Single Judge recalled the wording of art. 13 par. 5 of the Procedural Rules, according to which a party that asserts a certain fact also bears the burden of proving its veracity.
27. Equally, the Single Judge recalled the longstanding jurisprudence of the Football Tribunal, in accordance with which a premature contractual termination may only occur as an *ultima ratio* measure. That is, only contractual breaches of a certain severity or consistency by one party enable the counterparty to depart from the Contract with just cause.
28. Having established this, the Single Judge went on to analyse the facts and evidence presented to him in the context of the above. In the case at hand, he observed that there was no evidence on file whatsoever to corroborate the allegations in the Respondent's termination letter.
29. Furthermore, the Single Judge deemed that the justifications provided, even if documented appropriately, would not have given rise to just cause. In particular, he considered that the timeline of the termination (merely three days after the first "warning") exhibited a clear lack of the Respondent's intention to allow the Claimant to better his allegedly breachful conduct.
30. As such, the Single Judge deemed that the termination of the Contract by the Respondent was not an *ultima ratio* measure.
31. Therefore, the Single Judge concluded that the Contract was terminated without just cause by the Respondent, to the detriment of the Claimant.

## ii. Consequences

32. Having stated the above, the Single Judge turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
33. The Single Judge observed that the Claimant acknowledged not having any outstanding salaries at the time of termination of the Contract, and proceeded with the calculation of the compensation due to the coach by the club in the case at stake.
34. In doing so, the Single Judge firstly recapitulated that, in accordance with art. 6 of Annexe 2 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 coach 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.
35. In application of the relevant provision, the Single Judge held that he 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 Single Judge established that no such compensation clause was included in the employment contract at the basis of the matter at stake.
36. As a consequence, the Single Judge determined that the amount of compensation payable by the club to the coach had to be assessed in application of the other parameters set out in art. 6 of Annexe 2 of the Regulations. The Single Judge recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.
37. Bearing in mind the foregoing as well as the claim of the coach, the Single Judge proceeded with the calculation of the monies payable to the coach under the terms of the contract from the date of its unilateral termination until its end date. Consequently, he concluded that the amount of EUR 33,227.42 (i.e. the residual value of the Contract, or EUR 2,427.42 as the pro-rata remainder of the salary for July 2023 + 4 salaries of EUR 7,700 each between August 2023 and November 2023) serves as the basis for the determination of the amount of compensation for breach of contract.
38. In continuation, the Single Judge verified as to whether the coach had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the Football Tribunal as well as art. 6 par. 2 lit. b) of Annexe 2 of the Regulations, such remuneration under a new employment contract shall be taken into account in the

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

39. Indeed, the coach found employment with the New Club. In accordance with the pertinent employment contract, the coach was entitled to a total remuneration of EUR 1,800 in the period overlapping the two contracts, that is, four times EUR 450. The Single Judge thus held that the Claimant mitigated his damages by said amount.
40. Subsequently, the Single Judge referred to art. 6 par. 2 lit. b) of the Regulations, according to which a coach is entitled to an amount corresponding to three monthly salaries as additional compensation should the termination of the employment contract at stake be due to overdue payables. In the case at hand, the Single Judge confirmed that, as it was the club which had terminated the employment contract, additional compensation would not be applicable.
41. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Single Judge established that the Respondent would, in principle, be liable to pay the Claimant a total compensation of EUR 31,427.42 (i.e. EUR 33,227.42 minus EUR 1,800).
42. Notwithstanding, however, the Single Judge noticed that the Claimant had limited his request for relief to EUR 28,698.86.
43. Thus, and in accordance with the general legal principle of *ne iudex eat ultra petita partium*, the Single Judge decided that the club must pay the amount of EUR 28,698.86 to the coach, which was to be considered a reasonable and justified amount of compensation for breach of contract in the present matter.
44. Lastly, taking into consideration the coach's request as well as the constant practice of the Single Judge in this regard, the latter decided to award the coach interest on said compensation at the rate of 5% *p.a.* as of 26 July 2023 until the date of effective payment.

### iii. Compliance with monetary decisions

45. Finally, taking into account the applicable Regulations, the Single Judge referred to art. 8 par. 1 and 2 of Annexe 2 of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.
46. In this regard, the Single Judge highlighted that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The

overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.

47. Therefore, bearing in mind the above, the Single Judge decided that the Respondent must pay the full amount due (including all applicable interest) to the Claimant within 45 days of notification of the decision, failing which, at the request of the Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Respondent in accordance with art. 8 par. 2, 4, and 7 of Annexe 2 of the Regulations.
48. The Respondent shall make full payment (including all applicable interest) to the bank account provided by the Claimant in the Bank Account Registration Form, which is attached to the present decision.
49. The Single Judge recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 8 par. 8 of Annexe 2 of the Regulations.

#### **d. Costs**

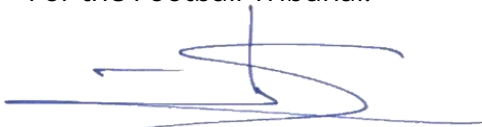
50. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the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



## IV. Decision of the Players Status Chamber

1. The claim of the Claimant, Vladimir Jankovic, is partially accepted.
2. The Respondent, FK Riteriai, must pay to the Claimant the following amount(s):
  - **EUR 28,698.86 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 26 July 2023 until the date of effective payment.
3. Any further claims of the Claimant are rejected.
4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
5. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:
  1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.
  2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.
6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.
7. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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**NOTE RELATED TO THE APPEAL PROCEDURE:**

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

**NOTE RELATED TO THE PUBLICATION:**

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

**CONTACT INFORMATION**

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