

Decision of the Players' Status Chamber

passed on 17 July 2025

regarding an employment-related dispute concerning the coach Oleksii Chystiakov

BY:

Ghanem SALEH, Jordan

CLAIMANT:

Oleksii Chystiakov, Cyprus
Represented by Oleh Melnychuk

RESPONDENT:

FK Spartak Dubnica nad Vahom, Slovakia

I. Facts of the case

1. On 1 February 2023, the Cypriot coach, Oleksii Chystiakov (hereinafter: *the Coach* or *the Claimant*), and the Slovakian club, FK Spartak Dubnica nad Vahom (hereinafter: *the Club* or *the Respondent*), entered into an employment contract (hereinafter: *the Contract*), valid from the date of signature until 31 December 2023.

2. The Contract established, *inter alia*, the following (quoted *verbatim*):

"1. The parties agree on the Coach's remuneration to be paid by the Club to the Coach for the performance of Coach's activities, in the amount of 1000 C (in words: one thousand Euro).

2. In addition to the remuneration, the Club agrees to provide the Coach with the following benefits:

a. Rental of a standard furnished apartment in Dubnica nad Váhom with a minimum budget of 700€ per month,

3. The Coach's remuneration is payable by the 30th day of the month following the month for which the remuneration is payable, by bank transfer to the Coach's bank account indicated at the head of this contract.

4. In the event that the Coach is unable to perform the subject matter of this Agreement for more than 10 days for any reason, the Club shall be entitled to prorate the Coach's remuneration for the time in excess of the 1st day until the Coach begins to perform the subject matter of this Agreement. The period during which the Trainer does not perform the subject of this Agreement shall not be deemed to be the period during which the Trainer does not perform the training for any reason on the part of the Club."

3. The copy of the Contract submitted by the Coach was only partially translated into English.
4. On 15 November 2024, the Coach allegedly sent the Club a default notice, stating the following (quoted *verbatim*):

"Request for a settlement - pro-litigation notice

according to the documents sent, the arrears of the contractual wage from FK Dubnica nad Vahom iCO: 50770837 were transferred to FK Spartak Dubnica nad Vahom a.s. ICO: 56243693. To this day, I have not received the payment of this claim of mine to the account specified in the Coaching Contract. I hereby call upon you to immediately pay the outstanding amount of EUR 6,160 to the account maintained in Tatrabanka Bratislava, IBAN: SK38 1100 0000 0029 3169 0475, no later than 14 days from the delivery of this notification. If this does not happen within this period, I will forward all

the necessary documents through my legal representative with a request for payment of the obligation and accessories through the relevant bodies of the Slovak Football Association in Bratislava and through the FIFA legal portal in Zurich."

5. The parties apparently exchanged emails regarding a potential settlement for outstanding remuneration. However, no copy of the complete email chain is available in the case file.

II. Proceedings before FIFA

6. On 3 June 2025, the Coach filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Position of the Coach

7. In his claim, the Coach requested outstanding remuneration based on a settlement agreement purportedly signed between the parties on 30 June 2023.
8. According to the Coach, they had agreed on the payment of a total amount of EUR 6,160, payable in two instalments: (i) the first on 30 July 2023 and (ii) the second on 30 September 2023.
9. The Coach alleged that the Club did not make any payment and therefore claimed entitlement to the outstanding debt plus 5% interest from 30 September 2023 until the date of effective payment.
10. Along with his claim, the Coach submitted a power of attorney, a bank account registration form, and an untranslated contract.
11. On 3 June 2025, the FIFA general secretariat acknowledged receipt of the claim and invited the Coach to complete the petition by submitting *inter alia* (i) a translation of the already submitted contract into one of the FIFA official languages, and (ii) "*documents of relevance to the dispute, such as contracts, previous correspondence with respect to the case, and any other document of legal nature upon which you base your claim*".
12. On 6 June 2025, the Coach submitted a partial translation of the Contract and screenshots of emails allegedly exchanged with the Club regarding a potential settlement between the parties.

b. Position of the Club

13. The Club did not respond to the claim despite having been invited to do so.

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

14. First of all, the Single Judge of the Players' Status Chamber (hereinafter: *the Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 3 June 2025 and submitted for decision on 17 July 2025. Taking into account the wording of arts. 31 and 34 of the January 2025 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.
15. Furthermore, 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 par. 1 lit. c) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Players' Status Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Cypriot coach and a Slovakian club.
16. 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 of the Regulations (July 2025 edition), the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

17. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which he 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

18. Having established the competence and the applicable regulations, 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 assessing the matter at hand.

i. Main legal discussion and considerations

19. The Single Judge then moved to the substance of the matter, noting that it concerned a claim for outstanding remuneration brought by a coach against a club.
20. The Single Judge acknowledged that the Coach claimed an amount of EUR 6,160 in outstanding remuneration, allegedly arising from a settlement agreement concluded between the parties on 30 June 2023.
21. As the Club failed to respond to the claim, the Single Judge confirmed that the decision would be rendered on the basis of the evidence and argumentation presented by the Coach, in accordance with art. 21 par. 1 of the Procedural Rules.
22. However, the Single Judge observed that the Coach failed to provide any documentary evidence to substantiate the existence of the alleged settlement agreement.
23. In particular, no copy of the purported agreement was submitted. Instead, the Coach presented a poorly translated version of the original employment contract and did not provide any breakdown of the claimed amount in relation to the contractual terms. The Single Judge was of the opinion that this lack of substantiation rendered the claim vague, uncorroborated, and legally insufficient.
24. Further, the Single Judge stated that the email correspondence submitted by the Coach did not reference the parties involved and failed to demonstrate the conclusion of a final and binding agreement. The Single Judge noted that the terms and conditions described in the emails were inconsistent with those invoked in the claim, further undermining the credibility of the alleged settlement.
25. The Single Judge then recalled that pursuant to art. 13, par. 5 of the Procedural Rules, the burden of proof lies with the party asserting a fact. In this case, the Coach bore the responsibility of proving the existence and content of the alleged settlement agreement. Given the absence of reliable and consistent evidence, the Single Judge concluded that the Coach had not discharged this burden.
26. Accordingly, the Single Judge determined that no contractual basis existed for the claimed amount and decided to reject the Coach's claim in its entirety.

d. Costs

27. 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.

28. 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.
29. Lastly, the Single Judge concluded his 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, Oleksii Chystiakov, is rejected.
2. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to art. 50 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., art. 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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