

Decision of the Players' Status Chamber

passed on 3 July 2025

regarding an employment-related dispute concerning the coach
Zoran Pavlović

BY:

Thulaganyo GAOSHUBELWE (South Africa)

CLAIMANT:

Zoran Pavlović, Serbia
Represented by Dupovac Feđa

RESPONDENT:

Tvøroyrar Bóltfelag, Faroe Islands

I. Facts of the case

1. On an unspecified date, the Serbian coach Zoran Pavlović (hereinafter, the *Coach* or the *Claimant*) and the Faroese club Tvøroyrar Bóltfelag (hereinafter, the *Club* or the *Respondent*) concluded an employment contract (hereinafter, the *Contract*) valid as from 18 February 2023 until 31 October 2023.
2. Pursuant to Clause 21 of the Contract, the Club undertook to pay the Coach (hereinafter, jointly referred to as the *Parties*) a monthly remuneration of DKK 25,000, payable in arrears the first day of each month.
3. On 27 April 2023, the Coach sent an email to the Club denouncing that it had unexpectedly unilaterally terminated the Contract on 23 April 2023, and granted it a deadline of 15 days to pay DKK 250,000 as the residual value of the Contract. In his email, the Coach stressed, *inter alia*, the following:

"(...) For unknown reasons and without adequate sports grounds, on that day, you informed my client that you were terminating your collaboration with him and that he was not obliged to continue appearing in sporting facilities to perform his Coaches duties, in accordance with the concluded contract".

4. On 12 July 2023, the Club replied via email to the Coach as follows:

"The contract is governed under the law of Faroe Island, and is a standard contract used by the Faroese Football Association.

Under Clause 25 the contract can be terminated, by both parties, according with the procedures set out in Clause 2 in the Faroese law on salaried employees.

It means that in a period of 6 months, is the notice period one month [sic].

Under this [sic] circumstances [the Club] has not made any breach of contract, and will not made mor [sic] in this case".

5. On 1 December 2023, the Coach put the Club in default, and granted it a deadline of 15 days to pay DKK 250,000 as the residual value of the Contract.

II. Proceedings before FIFA

6. On 21 April 2025, the Coach filed the claim at hand before FIFA. A summary of the Parties' respective positions is detailed below.

a. Claim of the Claimant

7. In his claim, the Coach argued that the Club unilaterally terminated the Contract without just cause, and claimed to be entitled to compensation for breach of contract representing the residual value of the Contract.
8. In particular, the Coach contended that, in its letter dated 12 July 2023, the Club did not provide any reason for the termination, and he had to conclude that it was based on the "probation" period provided for in accordance with national law. Moreover, the Coach submitted that the unilateral termination of the Contract by the Club was not an *ultima ratio* measure.
9. The Coach argued that *"It is important to consider the overall circumstances of the present case, and said circumstances show that the Club demonstrated a clear disinterest in the retaining the Coach's services and thus in the employment relationship. This is proven also by the fact that the Coach wasn't even provided with termination letter which demonstrates the behaviour and overall attitude of the Club towards the Coach"*.
10. The Coach requested the following relief:

"As a consequence of all of the above, the Coach is requesting the FIFA DRC to determine that the Club terminated the employment relationship without just cause on 23rd April 2023 - and to order the Club to pay the Claimant the following amounts:

- *DKK 175.000,00 as the amount due as compensation for breach of contract + 5% interest as from 23rd April 2023 until the date of effective payment.*

In the event that the above-mentioned amount is not paid within the stated deadline, the present matter shall be submitted to FIFA's Disciplinary Committee, so that the necessary disciplinary sanctions may be imposed".

b. Reply of the Respondent

11. On 6 May 2025, the FIFA general secretariat notified the claim at hand to the Club, and granted it a deadline until 26 May 2025 to provide its position on the claim.
12. On 26 May 2025, the Club requested an extension of the deadline to reply to the claim.

13. On 27 May 2025, the FIFA general secretariat granted the Club a deadline of 10 days to provide its position on the claim, *i.e.*, until 6 June 2025.
14. The Club failed to present any further correspondence.

c. Unsolicited correspondence of the Club

15. On 13 June 2025, the FIFA general secretariat informed the Parties about the closure of the submission phase in the present proceedings.
16. On 19 June 2025, the Club filed unsolicited correspondence.
17. On 26 June 2025, the FIFA general secretariat recalled the Parties that, in accordance with art. 23 par. 1 of the Procedural Rules Governing the Football Tribunal (hereinafter, the *Procedural Rules*), parties may not supplement or amend their submissions or requests for relief or produce new evidence after the closure of the submission phase. Therefore, the FIFA general secretariat advised the Parties that the unsolicited correspondence was disregarded.

III. Considerations of the Players' Status Chamber

a. Competence and applicable legal framework

18. First of all, the Single Judge of the Player's Status Chamber (hereinafter, the *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 21 April 2025 and submitted for decision on 3 July 2025. Taking into account the wording of art. 31 and 34 of the January 2025 edition of the Procedural Rules, the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
19. 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), he is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a coach from Serbia and a club from the Faroe Islands.
20. 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. 29 of

the Regulations, the July 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

21. 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

22. 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

23. The Single Judge then moved to the substance of the matter, and took note that it concerned a claim by a coach against a club for breach of contract and the legal consequences thereof.
24. The Single Judge first noted that, according to the Coach, the Club abruptly and verbally terminated the Contract without just cause on 23 April 2023, without providing any reason for the termination. As such, the Coach contended that the Club breached the Contract and is therefore liable to pay compensation in the amount of DKK 175,000, representing the residual value of the Contract.
25. The Single Judge also noted that, for its part, the Club failed to reply to the claim despite having been invited to do so. Accordingly, the Single Judge established that the decision will be made based on the arguments and evidence on file (*cf.* art. 21 par. 1 of the Procedural Rules).
26. The Single Judge then went on to analyse the evidence submitted to the file, and took note that, on 27 April 2023, the Coach sent an email to the Club denouncing that it had unexpectedly terminated the Contract on 23 April 2023 and, as a consequence, requested compensation representing the residual value of the Contract.

27. The Single Judge further noted that, on 12 July 2023, the Club replied to the Coach informing him that the Contract *"can be terminated, by both parties"* according to Faroese law, and denied having breached the Contract.
28. In view of the above, the Single Judge first found that the Club did not deny having instructed the Coach not to continue rendering his services or having unilaterally terminated the Contract, as denounced by him. In fact, the Club informed the Coach that the Contract could be terminated based on Faroese law.
29. Consequently, the Single Judge determined that the Club unilaterally terminated the Contract on 23 April 2023, as claimed by the Coach.
30. Having established the above, the Single Judge went on to assess whether the Club had a just cause to unilaterally terminate the Contract.
31. In this respect, the Single Judge first recalled the following wording of art. 4 par. 1 of Annexe 2 of the Regulations:

"A contract may be terminated by either party without the payment of compensation where there is just cause".

32. The Single Judge also recalled that the longstanding jurisprudence of the Football Tribunal has repeatedly established that only a breach or misconduct which is of a certain severity justifies the termination of a contract without prior warning. In other words, only when there are objective criteria which do not reasonably permit to expect the continuation of an employment relationship between the parties, a contract may be terminated prematurely. Hence, if there are more lenient measures which can be taken in order for an employer to assure the employee's fulfilment of his contractual duties, such measures must be taken before terminating an employment contract. A premature termination of an employment contract, therefore, can only be an *ultima ratio* measure.
33. With the above in mind, the Single Judge noted that there is no evidence on file whatsoever of the Coach having been in breach of Contract.
34. Thus, the Single Judge concluded that the Club unilaterally terminated the Contract without just cause, and is therefore liable for the consequences that follow.

ii. Consequences

35. Having stated the above, the Single Judge turned his attention to the question of the legal consequences of the breach of contract committed by the Club.

36. The Single Judge observed that the outstanding remuneration at the time of termination, (*i.e.*, 23 April 2023) coupled with the specific requests for relief of the Coach, amount to DKK 25,000, corresponding to the April 2023 monthly salary.
37. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Club is liable to pay to the Coach the amounts which were outstanding under the Contract at the moment of the termination, *i.e.*, DKK 25,000 for April 2023.
38. In addition, taking into consideration the Coach's request as well as the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Coach interest at the rate of 5% *per annum* on the outstanding amount as from the date of termination until the date of effective payment, *i.e.*, 23 April 2023.
39. Having established the above, the Single Judge then turned to the calculation of the amount of compensation payable to the Coach by the Club in the case at stake. In doing so, the Single Judge first recapitulated that, in accordance with art. 6 par. 2 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 remuneration and other benefits due to the coach under the existing contract and/or the new contract.
40. In application of the aforementioned 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 them in the event of breach of contract.
41. In this regard, the Single Judge noted that no such compensation clause was included in the employment contract at the basis of the matter at stake.
42. 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 parameters set out in art. 6 par. 2 of Annexe 2 of the Regulations.
43. Bearing in mind the foregoing as well as the claim of the Coach, the Single Judge proceeded with the calculation of the monies payable Coach under the terms of the Contract until its term. Consequently, the Single Judge concluded that the amount of DKK 150,000 (*i.e.*, the residual value of the Contract from May to October 2023) serves as the basis for the determination of the amount of compensation for breach of contract.
44. In continuation, the Single Judge verified 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.

45. In this respect, the Single Judge noted that the Coach remained unemployed since the unilateral termination of the Contract.
46. The Single Judge referred to art. 6 par. 2 lit. a) of Annex 2 of the Regulations, according to which, in case the coach did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
47. As a result, the Single Judge decided to award the Coach compensation for breach of contract in the amount of DKK 150,000 as detailed *ut supra*, as the residual value of the Contract.
48. Lastly, taking into consideration the Coach's request as well as the constant practice of the Football Tribunal in this regard, the Single Judge decided to award the Coach interest on said compensation at the rate of 5% *per annum* as of the date of termination, *i.e.*, 23 April 2023, until the date of effective payment.

iii. Compliance with monetary decisions

49. 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.
50. 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.
51. 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.

52. 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.
53. 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.

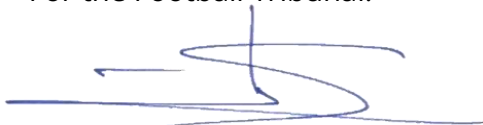
d. Costs

54. 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.
55. 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.
56. 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, Zoran Pavlović, is accepted.
2. The Respondent, Tvøroyrar Bóltfelag, must pay to the Claimant the following amount(s):
 - **DKK 25,000 as outstanding remuneration** plus 5% interest *per annum* as from 23 April 2023 until the date of effective payment.
 - **DKK 150,000 as compensation for breach of contract** plus 5% interest *per annum* as from 23 April 2023 until the date of effective payment.
3. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
4. 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.
5. 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.
6. 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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