International Journal of Business & Law Research 14(2):454-461, April-June, 2026

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DOI:10.5281/zenodo.22542700

An Examination Of Contractual Rights And Remedies In The Termination Of Coaches' Employment Under Nigerian Law

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ABSTRACT

The termination of employment contracts within the sports industry, particularly in relation to professional coaches, has generated significant legal and commercial controversies in Nigeria. Coaching contracts are typically governed by general principles of contract law, labour law regulations, and, in some instances, the internal regulations of sporting federations. However, the unique nature of coaching engagements—often characterized by fixed-term agreements, performance-based clauses, and termination provisions—raises complex legal issues when disputes arise. This study critically examines the contractual rights available to coaches under Nigerian law and the remedies accessible to them in cases of wrongful or unlawful termination. It explores the application of common law master-servant principles, statutory protections under labour legislation, and judicial interpretations by Nigerian courts. The research further evaluates whether existing legal frameworks adequately protect coaches, particularly in a system where sports employment relationships are frequently informal and performance-driven. The study finds that while Nigerian contract law provides remedies such as damages for wrongful termination, reinstatement is rarely granted except where employment is protected by statute. It concludes that there is a need for clearer contractual drafting, stronger regulatory oversight within sports federations, and possible legislative reforms to ensure fairness, stability, and professionalism in the sports employment sector.

Keywords: Contract of Employment, Coaching Employment, Termination of Employment, Wrongful Termination.

INTRODUCTION

Employment relationships in Nigeria are primarily governed by the general principles of contract law, subject to statutory modifications and judicial interpretation. The courts have consistently maintained that employment is fundamentally contractual in nature, and the rights and obligations of the parties are determined by the terms voluntarily agreed upon.[1] Within this framework, the employment of coaches—particularly in professional football and other competitive sports presents distinctive legal challenges due to the performance-sensitive and time-bound character of coaching contracts. Under Nigerian law, employment relationships traditionally fall into three broad categories: (i) master–servant employment, (ii) employment protected by statute, and (iii) employment governed by special legal frameworks.[2] Most

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[1]Organ v Nigerian Liquefied Natural Gas Ltd (2013) 16 NWLR (Pt 1381) 506 (SC).

[2]Imoloame v WAEC (1992) 9 NWLR (Pt 265) 303 (SC).

coaching contracts in Nigeria fall within the master–servant category, meaning that termination may occur in accordance with contractual terms, subject to compliance with notice requirements. In such cases, courts are generally reluctant to impose reinstatement and instead award damages for breach of contract.[3]

The general contractual principles governing termination are rooted in the received English common law system, which Nigeria inherited through colonial legal development.[4] The Supreme Court has repeatedly affirmed that where an employer terminates employment in breach of contractual terms, the remedy available is damages representing what the employee would have earned during the notice period, unless the employment enjoys statutory flavour.[5] This position raises critical concerns for coaches, whose contracts are often fixed-term and tied to competitive performance indicators. The regulatory environment of sports governance also intersects with contractual principles. For instance, the Nigeria Football Federation (NFF) regulates professional football administration in Nigeria, including licensing and disciplinary frameworks. Additionally, international regulatory bodies such as Fédération Internationale de Football Association (FIFA) establish contractual stability rules that influence domestic sporting contracts, particularly in professional football. However, the extent to which such regulations override or supplement Nigerian contract law remains a contested issue. The National Industrial Court of Nigeria (NICN), established under constitutional reforms, now exercises exclusive jurisdiction over labour and employment disputes.[6] The Court has increasingly adopted equitable and international labour standards in resolving employment disputes, thereby slightly departing from the rigid common law approach.[7] Nevertheless, whether such progressive interpretations extend meaningfully to coaching contracts remains uncertain. Given the growing commercialisation of sports in Nigeria, disputes arising from the premature termination of coaching contracts are becoming more frequent. Coaches often face summary dismissal due to poor performance, political interference within sports clubs, or administrative restructuring. In many instances, termination occurs without strict adherence to contractual clauses or procedural fairness. This raises fundamental questions regarding the adequacy of contractual protections and the effectiveness of available remedies. This study therefore seeks to examine the nature of contractual rights available to coaches under Nigerian law and critically analyse the remedies accessible upon termination. It interrogates whether Nigerian legal principles sufficiently balance the commercial interests of sports organisations with the legitimate expectations of coaches. The study also evaluates judicial attitudes towards wrongful termination in sports employment and considers whether reforms are necessary to strengthen legal protection in this emerging sector.

CONCEPTUAL CLARIFICATIONS

Contract of employment, Coaching employment, termination of employment, wrongful termination, Remedies for wrongful termination.

Contract of Employment

A contract of employment is fundamentally a legally binding agreement between an employer and an employee whereby the employee agrees to serve the employer in return for remuneration. Under Nigerian law, employment relationships are primarily governed by the general principles of contract law, subject to statutory modifications.[8] The Labour Act defines a contract of employment as "any agreement, whether oral or written, express or implied, whereby one person agrees to employ another as a worker and that

[3]Chukwumah v Shell Petroleum Development Co Ltd (1993) 4 NWLR (Pt 289) 512 (SC).

[4]Interpretation Act, s 32 (reception of English law principles).

[5] Olatunbosun v NISER Council (1988) 3 NWLR (Pt 80) 25 (SC).

[6]Constitution of the Federal Republic of Nigeria 1999 (as amended), s 254C.

[7]Aloysius v Diamond Bank Plc (2015) 58 NLLR (Pt 199) 92 (NICN).

[8]Organ v Nigerian Liquefied Natural Gas Ltd (2013) 16 NWLR (Pt 1381) 506 (SC).

other person agrees to serve the employer as a worker."[9] Although the Labour Act mainly regulates workers engaged in manual or clerical labour, its conceptual definition is useful in understanding employment relationships generally. Judicially, Nigerian courts have consistently affirmed that the rights and obligations of parties in employment matters are determined by the terms of their contract. In Organ v Nigerian Liquefied Natural Gas Ltd, the Supreme Court held that an employment relationship is contractual in nature and must be interpreted strictly in accordance with its terms.[10] Thus, where a contract specifies the procedure for termination, parties are bound by those provisions. In the context of coaching employment, the contract usually contains specific clauses relating to duration (often fixed-term), performance benchmarks, disciplinary measures, and termination conditions. These clauses define the scope of rights and liabilities between sports organisations and coaches.

2. Coaching Employment

Coaching employment refers to the engagement of a professional individual to train, manage, and direct athletes or teams within a sporting organisation. In Nigeria, most professional coaching engagements, especially in football, are contractual and fixed-term in nature. The regulatory framework governing football coaching contracts often involves oversight by the Nigeria Football Federation (NFF), which regulates professional football administration. At the international level, contractual stability principles developed by Fédération Internationale de Football Association (FIFA) influence contractual drafting and dispute resolution mechanisms in professional football. Legally, coaching employment in Nigeria typically falls under the common law master–servant category, unless the appointment is protected by statute. Consequently, the rights of coaches are primarily contractual rather than statutory.

3. Termination of Employment

Termination of employment refers to the lawful or unlawful bringing to an end of the contractual relationship between employer and employee. Termination may occur by:

a) Expiration of fixed-term contract
b) Notice in accordance with contractual provisions
c) Summary dismissal for misconduct
d) Mutual agreement
e) Frustration of contract

Under common law principles applied in Nigeria, either party may terminate a master–servant employment relationship provided the termination complies with the terms of the contract. In Chukwumah v Shell Petroleum Development Co Ltd, the Supreme Court reiterated that an employer has the right to terminate employment for good, bad, or no reason at all, so long as the procedure stipulated in the contract is followed. [11] For coaches, termination frequently occurs before the expiration of the agreed term, often due to poor performance or administrative restructuring. Where such termination breaches contractual provisions, it may amount to wrongful termination.

4. Wrongful Termination

Wrongful termination arises where an employer ends an employment relationship in breach of the contractual terms governing notice or procedure. It is important to distinguish wrongful termination from unfair dismissal. Under Nigerian common law, the focus is not on the fairness of the employer's reason, but on compliance with contractual terms. In Olatunbosun v NISER Council, the Supreme Court emphasised that where termination is inconsistent with contractual provisions, the remedy lies in damages.[12] The court does not typically inquire into whether the reason for termination was justified, except where the employment enjoys statutory protection. In the context of coaching contracts, wrongful

[9]Labour Act, s 91.

[10] Organ v Nigerian Liquefied Natural Gas Ltd (n 1).

[11]Chukwumah v Shell Petroleum Development Co Ltd (1993) 4 NWLR (Pt 289) 512 (SC).

[12]Olatunbosun v NISER Council (1988) 3 NWLR (Pt 80) 25 (SC).

termination commonly occurs where a club terminates a fixed-term contract without payment of agreed compensation or without observing disciplinary procedures stipulated in the agreement.

5. Remedies for Wrongful Termination

A remedy is the legal means by which a court enforces a right or compensates for its violation. In employment disputes under Nigerian common law, the primary remedy for wrongful termination is damages. The measure of damages is usually the salary the employee would have earned during the required notice period, unless the contract provides otherwise. In fixed-term contracts, damages may extend to the unexpired term, subject to mitigation principles.[13] However, the National Industrial Court of Nigeria (NICN), empowered under section 254C of the Constitution, has increasingly adopted equitable principles and international best practices in labour adjudication.[14] This has led to broader considerations of fairness, though reinstatement remains exceptional outside statutory employment. For coaches, remedies may include Payment in lieu of notice, Compensation for the unexpired term of a fixed contract, Damages for breach of contract and Enforcement of agreed severance clauses.

Nature of Coaching Contracts under Nigerian Law

Coaching contracts in Nigeria are primarily governed by general principles of contract and employment law. Unlike public servants whose appointments may enjoy statutory protection, most professional coaches especially in football are engaged under private contractual arrangements between the coach and the club or sports association. Under Nigerian law, employment relationships are categorized broadly into:

(I) Master-servant employment: In master–servant employment, termination is lawful once contractual notice requirements are satisfied, regardless of motive. In Union Bank of Nigeria Ltd v Ogboh, the Supreme Court confirmed that an employer may terminate employment for good, bad, or no reason at all, provided the contract is complied with.[15] This principle was reiterated in WAEC v Oshionebo.[16]

(II) Employment with statutory flavour: Employment with statutory flavour, however, requires strict compliance with statutory procedure. In Shitta-Bey v Federal Public Service Commission, the Supreme Court held that where a statute governs employment, termination in breach of statutory procedure is null and void.[17] Most coaching contracts in Nigeria do not enjoy statutory flavour, and therefore remedies are usually limited to damages.

(III) Employment governed by special legal regimes.[18] Coaching contracts generally fall within the master–servant category. This means the relationship is regulated strictly by the terms agreed by the parties.

In Organ v Nigerian Liquefied Natural Gas Ltd, the Supreme Court affirmed that an employment relationship is contractual and must be interpreted according to its terms.[19] Therefore, the rights of coaches such as duration of contract, notice period, termination clauses, and compensation are determined primarily by the express provisions of their agreements. Coaching contracts, particularly in professional football, are typically fixed-term agreements containing clauses relating to remuneration, performance benchmarks, disciplinary control, and termination. Most of these contracts fall within the master–servant category identified in Olaniyan v University of Lagos, where the Supreme Court distinguished between

[13]See generally Chukwumah v Shell Petroleum Development Co Ltd (n 4).

[14]Constitution of the Federal Republic of Nigeria 1999 (as amended), s 254C.

[15]Union Bank of Nigeria Ltd v Ogboh (1995) 2 NWLR (Pt 380) 647 (SC).

[16]WAEC v Oshionebo (2006) 12 NWLR (Pt 994) 258 (SC).

[17]Shitta-Bey v Federal Public Service Commission (1981) 1 SC 40 (SC).

[18] Imoloame v WAEC (1992) 9 NWLR (Pt 265) 303 (SC).

[19]Organ v Nigerian Liquefied Natural Gas Ltd (2013) 16 NWLR (Pt 1381) 506 (SC).

ordinary employment and employment with statutory flavour.[20] Unlike statutory employment, which derives protection from legislation, coaching employment is generally governed by private contractual arrangements. Thus, the protection available to coaches depends largely on the precision and enforceability of contractual clauses. In professional football, contractual relationships may also be influenced by regulations of the Nigeria Football Federation (NFF), and internationally by the Fédération Internationale de Football Association (FIFA), particularly concerning contractual stability. However, such regulations do not override Nigerian domestic law unless incorporated into the contract.

Grounds for Termination of Coaches' Employment

Termination of coaching employment may arise in several circumstances:

(a) Expiration of Fixed-Term Contract

Most coaching contracts are fixed-term. Upon expiration, the contract ends automatically without the need for notice unless renewal is agreed. This aligns with general contract principles. In Mobil Producing Nigeria Unlimited v Udo, the Court of Appeal recognised that fixed-term contracts create enforceable rights for the agreed duration.[21] Where terminated prematurely without contractual authority, damages may extend to the unexpired term, subject to mitigation principles.

(b) Termination by Notice

Either party may terminate the contract by giving notice in accordance with the contractual provisions. The Supreme Court in Chukwumah v Shell Petroleum Development Co Ltd held that an employer can terminate employment for good, bad, or no reason, provided the termination complies with contractual terms.[22] Similarly, in International Drilling Co Ltd v Ajijala, damages were limited to what the employee would have earned during the notice period.[23]Thus, where a coaching contract provides for one month's notice or salary in lieu, compliance with that clause makes the termination lawful.

(c) Summary Dismissal for Misconduct

An employer may summarily dismiss a coach for gross misconduct, such as breach of fiduciary duty, insubordination, or unethical conduct. However, where misconduct is alleged, fair hearing principles may apply, especially where the contract stipulates disciplinary procedures. Section 36 of the Constitution guarantees fair hearing. [24] In Yusuf v Union Bank of Nigeria Ltd, the Supreme Court held that an employee accused of misconduct must be given an opportunity to defend himself.[25] Likewise, in Arinze v First Bank of Nigeria Ltd, failure to accord fair hearing rendered the dismissal wrongful.[26] Where coaching contracts contain disciplinary procedures, failure to comply may constitute wrongful termination.

(d) Termination in Breach of Contract

Where termination occurs without adherence to agreed procedures, it constitutes wrongful termination. In Olatunbosun v NISER Council, the court held that termination inconsistent with contractual provisions amounts to wrongful dismissal.[27]

Contractual Rights of Coaches

The contractual rights of coaches depend on the express and implied terms of their agreements. These rights typically include:

[20]Olaniyan v University of Lagos (1985) 2 NWLR (Pt 9) 599 (SC).

[21]Mobil Producing Nigeria Unlimited v Udo (2008) 36 WRN 53 (CA).

[22]Chukwumah v Shell Petroleum Development Co Ltd (1993) 4 NWLR (Pt 289) 512 (SC).

[23]International Drilling Co Ltd v Ajijala (1976) 2 SC 115 (SC).

[24]Constitution of the Federal Republic of Nigeria 1999 (as amended), s 36.

[25]Yusuf v Union Bank of Nigeria Ltd (1996) 6 NWLR (Pt 457) 632 (SC).

[26]Arinze v First Bank of Nigeria Ltd (2004) 12 NWLR (Pt 888) 663 (SC).

[27]Olatunbosun v NISER Council (1988) 3 NWLR (Pt 80) 25 (SC).

I. Right to Remuneration: A coach is entitled to salary and agreed bonuses. Failure to pay constitutes breach of contract.
II. Right to Due Notice: Where the contract specifies notice, the coach has a right to receive such notice or salary in lieu. Nigerian courts have consistently upheld this principle.[28]
III. Right to Fair Procedure (Where Applicable): Although master–servant employment does not strictly require reasons for termination, where misconduct is alleged and the contract provides disciplinary procedures, failure to follow such procedure may render the dismissal wrongful.
IV. Right to Damages for Breach: Where termination violates contractual provisions, the coach has a right to claim damages.

Remedies Available to Coaches upon Wrongful Termination

The remedy available depends on the nature of the employment.

(a) Damages

The primary remedy in master–servant employment is damages. In Chukwumah v Shell Petroleum Development Co Ltd, the Supreme Court held that damages are calculated based on what the employee would have earned during the notice period.[29] In Nigerian Produce Marketing Board v Adewunmi, the Supreme Court held that wrongful dismissal gives rise only to damages and not reinstatement.[30] This principle was reinforced in Garabed v Lagos City Council.[31] Damages are typically limited to salary for the notice period unless the contract provides otherwise.[16] In fixed-term contracts, courts may award salary for the unexpired term. In fixed-term contracts, damages may extend to the unexpired term, subject to mitigation of loss.

(b) Salary in Lieu of Notice: Where provided for in the contract, payment in lieu of notice satisfies the employer's obligation.

(c) Reinstatement (Rare in Coaching Contracts): Reinstatement is generally unavailable in master–servant relationships. It is granted mainly where employment enjoys statutory flavour. In Imoloame v WAEC, the Supreme Court held that termination in violation of statutory provisions is null and void, and reinstatement may be ordered.[32] However, most coaching contracts lack statutory flavour.

(d) Reliefs before the National Industrial Court: The National Industrial Court of Nigeria (NICN) has exclusive jurisdiction over labour matters under section 254C of the Constitution.[33] In Skye Bank Plc v Iwu, the Supreme Court affirmed the exclusive jurisdiction of the NICN in employment disputes.[34]The Court has in some cases adopted equitable principles and international labour standards, as seen in Aloysius v Diamond Bank Plc, where the Court applied international best practices in employment relations.[35] This development suggests that coaches may benefit from a broader interpretation of fairness, though damages remain the dominant remedy.

The Role of Sports Regulatory Frameworks

Beyond domestic employment law, sports regulatory frameworks influence coaching contracts. The Nigeria Football Federation regulates professional football operations in Nigeria. Disputes may sometimes be resolved internally before recourse to litigation. At the international level, Fédération Internationale de Football Association promotes contractual stability and provides dispute resolution

[28]Organ v Nigerian Liquefied Natural Gas Ltd (n19).
[29]Chukwumah v Shell Petroleum Development Co Ltd (n 3).
[30]Nigerian Produce Marketing Board v Adewunmi (1972) 1 All NLR (Pt 2) 433 (SC).
[31]Garabed v Lagos City Council (1959) WRNLR 1 (SC).
[32]Imoloame v WAEC (n 18).
[33] Constitution of the Federal Republic of Nigeria 1999 (as amended), s 254C.
[34]Skye Bank Plc v Iwu (2017) 16 NWLR (Pt 1590) 24 (SC).
[35]Aloysius v Diamond Bank Plc (2015) 58 NLLR (Pt 199) 92 (NICN).

mechanisms through its structures. However, unless expressly incorporated into domestic contracts, such frameworks do not displace Nigerian judicial authority or domestic contract law principles.

Challenges in the Enforcement of Coaches' Rights

Several challenges affect enforcement of contractual rights:

1. Poorly drafted contracts and Informal employment arrangements: In many Nigerian sports organisations, coaching contracts are either poorly drafted or inadequately detailed. Essential clauses such as dispute resolution mechanisms, compensation for early termination, liquidated damages, and procedural safeguards are often omitted. This contractual weakness creates uncertainty and limits enforceability, particularly where clubs lack financial stability.
2. Financial instability of sports clubs: Many Nigerian sports clubs experience financial constraints, which affect their ability to honour contractual obligations. Even where courts award damages, enforcement may be difficult due to insolvency or lack of assets. This practical enforcement problem reduces the effectiveness of judicial remedies.
3. Classification under the Master–Servant Doctrine: One of the most significant challenges is the classification of coaching employment under the traditional master–servant doctrine. Under this doctrine, an employer may terminate employment for good, bad, or no reason at all, provided contractual notice is given. Courts have consistently upheld this position in cases such as Union Bank of Nigeria Ltd v Ogboh and Chukwumah v Shell Petroleum Development Co Ltd. This rigid common law position limits judicial intervention and restricts remedies primarily to damages. For coaches whose careers are performance-based and reputation-sensitive, monetary damages may not adequately compensate for reputational injury or career disruption.
4. Absence of Statutory Protection (Lack of Statutory Flavour): Most coaching contracts do not enjoy statutory flavour. As established in Shitta-Bey v Federal Public Service Commission, statutory employment requires strict compliance with enabling legislation, failing which termination is null and void. This is Because coaching employment is largely private and contractual, reinstatement is rarely available. This leaves coaches vulnerable to abrupt termination without long-term security.
5. Reluctance of coaches to litigate due to reputational concerns: Despite these challenges, the legal position remains that courts will enforce clear contractual provisions.

Summary of Findings

From the foregoing analysis, the study makes the following findings:

1. Coaching employment in Nigeria is primarily contractual and falls within the master–servant category.
2. Termination is lawful once contractual notice provisions are complied with, regardless of motive.
3. Most coaching contracts lack statutory flavour, thereby limiting remedies to damages rather than reinstatement.
4. Damages are generally confined to salary for the notice period or unexpired term in fixed contracts.
5. The National Industrial Court has introduced progressive labour standards, but its impact on sports employment remains limited.
6. Practical enforcement challenges, including financial instability of clubs and delayed litigation, undermine effective protection.

CONCLUSION

This study has examined the contractual rights and remedies available to coaches in the termination of employment under Nigerian law. It is evident that the prevailing legal framework is grounded in traditional common law principles that emphasise contractual freedom and limit judicial interference in master–servant relationships. While this approach promotes certainty and employer discretion, it inadequately reflects the commercial realities and professional sensitivity of modern sports employment.

Coaching careers are short, reputation-driven, and heavily performance-dependent. Abrupt termination without meaningful protection may cause irreparable professional harm beyond monetary loss. Although the jurisdiction of the National Industrial Court represents a progressive development in Nigerian labour jurisprudence, substantive protection for coaches remains largely dependent on the quality of contractual drafting.

Therefore, for Nigerian sports law to evolve in line with global best practices, reforms must strengthen contractual stability, enhance procedural safeguards, and provide more effective remedies. Such reforms will promote fairness, professionalism, and sustainable development in Nigeria's sports industry.

RECOMMENDATIONS

In light of the identified challenges, the following recommendations are proposed:

1. **Legislative Reform for Sports Employment Protection:** There is a need for targeted legislative reform specifically addressing professional sports employment in Nigeria. Such legislation should Define minimum contractual standards for coaches, Provide procedural safeguards before termination and Establish clear compensation rules for premature termination. This would move coaching employment beyond the rigid master–servant doctrine.
2. **Standardisation of Coaching Contracts:** The Nigeria Football Federation should introduce mandatory standard contract templates for professional coaches. These templates should include Clear termination clauses, Compensation formulas for early termination, Arbitration provisions and Dispute resolution timelines. Standardization would reduce ambiguity and litigation.
3. **Strengthening Internal Dispute Resolution Mechanisms:** Sports federations should establish independent dispute resolution panels specialising in sports employment matters. Such panels could resolve disputes faster than regular courts while preserving contractual stability.
4. **Expansion of NICN's Progressive Jurisprudence:** The National Industrial Court of Nigeria should continue applying international best practices, as seen in Aloysius v Diamond Bank Plc. This progressive approach may allow broader remedies, including enhanced damages in appropriate cases.
5. **Capacity Building and Legal Awareness:** Coaches should be encouraged to seek legal advice before entering contracts. Many contractual disputes arise from lack of understanding of termination clauses and performance conditions.