TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

**CAS 2024/A/10619 Jovan Miladinović v. FC Crvena Zvezda**

# ARBITRAL AWARD

**delivered by the**

# COURT OF ARBITRATION FOR SPORT

**sitting in the following composition:**

Sole Arbitrator: Mr Frans **de Weger**, Attorney-at-Law, Haarlem, The Netherlands

**in the arbitration between**

**Jovan Miladinović**, Kraljevo, Serbia

Represented by Mr Vladimir Bojović, Mr Nebojša Tasić, and Mr Mitar Špadijer, Attorneys-at-Law, Bojović & Špadijer, Belgrade, Serbia

**- Appellant -**

**and**

**FC Crvena Zvezda**, Belgrade, Serbia

Represented by Mr Davor Radić, Attorney-at-Law, Radić & Radić Ltd., Split, Croatia

**- Respondent -**

* * * * *

## I. PARTIES

1. Mr Jovan Miladinović (the "Appellant" or the "Player") is a professional football player of Serbian nationality.

2. FC Crvena Zvezda (the "Respondent" or the "Club") is a professional football club under Serbian law affiliated with the Football Association of Serbia, with its registered office in Belgrade, Serbia.

3. The Appellant and the Respondent are hereinafter jointly referred to as the "Parties".

## II. INTRODUCTION

4. The present appeal arbitration proceedings concern an appeal lodged by the Player against a decision (the "Appealed Decision") issued on 18 October 2024 by the Dispute Resolution Chamber of the Football Association of Serbia (the "NDRC") following a claim lodged by the Player against the Club, and a counterclaim lodged by the Club against the Player.

5. In the Appealed Decision, the NDRC rejected the Player's claim regarding outstanding payments as well as the request for termination of the contract. As to the counterclaim lodged by the Club, the NDRC also rejected this claim regarding the payment of a contractual penalty.

6. In the related CAS proceedings, i.e. *CAS 2024/A/10559 (Jovan Miladinovic v. FC Crvena Zvezda & Football Association of Serbia)*, between the Player, the Club, and the Football Association of Serbia ("FAS"), the Sole Arbitrator has dealt with a claim from the Player for alleged denial of justice in relation to the proceedings before the NDRC. The Sole Arbitrator notes that the appeal in CAS 2024/A/10559 has been withdrawn by the Player and an award on costs has been issued on 6 June 2025.

7. Both proceedings were not consolidated for reasons as further set out in this award.

## III. FACTUAL BACKGROUND

8. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings and at the hearing. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion.

### A. Background Facts

9. On 18 April 2022, the Player and the Club concluded an employment contract valid as from the day of signature to 30 June 2025 (the "Employment Contract").

10. On the same date, the Player and the Club concluded an annex to the Employment Contract (the "Annex").

11. On 22 January 2023, the Player made his debut for the Club's first team at the age of 16, in a friendly match against FC Dinamo Tbilisi.

12. On 24 February 2023, the Player, his parents and the agent Igor Gluščević concluded a representation agreement until 24 February 2025 to be further extended by two years unless either Party expressly informs the other Party about its decision not to extend.

13. On 18 September 2023, the Player was invited to join the Serbia Under-17 National Team for a series of friendly matches against the Slovakia Under-17 National Team.

14. Furthermore, the Club did not license the Appellant to participate in any official competition within the Football Association of Serbia (Youth League, Cadet League, Serbian Super League) for parts of the 2023/2024 season.

15. On 7 March 2024, the Club registered the Player for the Cadet League of Serbia.

16. The Player was not registered for the Serbian Super Liga, the Cadet League, or the Youth League for the 2024/2025 season.

**B. Proceedings before the NDRC**

17. On 27 October 2023, the Player filed a lawsuit before the NDRC seeking termination of the Contract due to the Club's alleged fault. The procedure was filed before the NDRC under reference VRS-68/2023.

18. On 11 December 2023, the Club filed a response to the claim, disputing all the allegations.

19. On 19 December 2023, Miloš Stanić, an arbitrator appointed to the NDRC by the Association of Super League and First League Clubs of Serbia (the "Clubs Union") and serving as the president of the three-member panel in the proceedings, resigned from his role as an arbitrator entirely. Subsequently, Boris Miletić, an arbitrator delegated to the NDRC by the Union of Professional Footballers Serbia (the "Players Union"), was designated as the new president of the three-member panel.

20. On 28 December 2023, the NDRC issued a decision rejecting the Club's request to disqualify arbitrator Filip Blagojević, who had been nominated by the Player to serve as a member of the three-member panel

21. At the end of December 2023, Uroš Zeković, an arbitrator appointed by the Club to the three-member panel, resigned from his role as an arbitrator entirely.

22. On 11 January 2024, the Player submitted new evidence, consisting of a psychological-psychiatric expert report concerning the Player, which was conducted by both a neuropsychologist and a psychologist.

23. On 15 January 2024, Vesna Kovačević and Nenad Ćurković, the remaining two arbitrators on the list who were appointed by the Clubs Union, resigned from their roles as arbitrators entirely. This resulted in the NDRC being "blocked," as the rules mandate that the decision-

making panel must consist of one president, one arbitrator appointed by the Clubs Union, and one arbitrator appointed by the Players Union.

24. On 27 May 2024, the new amendments to the NDRC Rules of Procedure were officially adopted during the Executive Board session.

25. On 8 July 2024, new members of the NDRC were elected.

26. On 10 September 2024, the Club submitted a lawsuit against the Appellant for alleged damages (penalties). The procedure was filed before the NDRC under reference VRS-15/2024.

27. On 23 August 2024, the President of the NDRC, Stefan Jokić, issued a decision to proceed with the damage compensation case through an expedited procedure.

28. On 4 October 2024, the Player submitted a response to the claim in the case before the NDRC.

29. On 9 October 2024, the President of the Court made a decision to consolidate case VRS-15/2024 with case VRS-68/2023 (latter case was under appeal at CAS for an alleged denial of justice, with reference *CAS 2024/A/10559*) and scheduled a hearing for 18 October 2024.

30. On 17 October 2024, the Player stated that he would not attend the scheduled hearing set for 18 October 2024 before the separation of cases VRS-15/2024 and VRS-68/2023. In his letter the Player expressly described that he would not participate in the merged procedure in this matter.

31. On 18 October 2024, the hearing before the NDRC took place. The Player's legal representatives, Vladimir Bojović and Nebojša Tasić, were absent. However, the *Minutes of the Hearing* stated that they had been duly notified.

32. On 18 October 2024, the NDRC issued the Appealed Decision in the cases VRS-68/2023 and VRS-15/2024, consolidated in case number VRS-15/2024, as follows:

> *"I. The claim of the claimant – counter-defendant Jovan Miladinović, whose legal representative is his father Vaso Miladinović, regarding debt and termination of the contract, against the defendant- counter-claimant FC „Crvena Zvezda" Belgrade, whose legal representative is Svetozar Mijailović, IS REJECTED, as UNFOUNDED.*
>
> *II. The claim of the defendant- counter-claimant FC „Crvena Zvezda" Belgrade, whose legal representative is Svetozar Mijailović regarding payment of a contractual penalty, against the claimant- counter-defendant Jovan Miladinović, whose legal representative is his father Vaso Miladinović, IS REJECTED as UNFOUNDED.*
>
> *III. Each party bears its own costs".*

33. The reasoning in the decision may be summarised as follows.

34. The claim lodged by the Player was rejected as unfounded on several grounds. First, the Player failed to substantiate allegations that the club exerted pressure to change his intermediary, as

no valid representation agreement existed, nor was the intermediary registered with the FAS. Second, the claim that the Player was excluded from the national team under club influence was dismissed based on official evidence confirming his inclusion in the squad list. Third, the allegations regarding deregistration and limited playing opportunities were unsupported. The club provided official registration records and evidence of the Player's participation in matches, while the Player submitted unauthenticated documents. Fourth, the claim that the club failed to meet its financial obligations was rebutted by financial records showing all dues had been settled. Finally, the Player never issued any formal complaint or notice of default, and his continued participation and acceptance of benefits were interpreted as implicit acceptance of the contract's execution.

35. The Club's counterclaim for payment of a EUR 300,000 contractual penalty was also dismissed. Although this penalty was included in a preliminary agreement, the Parties later signed a definitive professional contract and annex, which expressly superseded all prior agreements. The NDRC held that the Club had not reserved the right to invoke the penalty clause from the preliminary contract, and thus, no legal basis remained to enforce it.

## IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

36. On 19 November 2024, the Player filed a Statement of Appeal with the CAS Court Office in accordance with Article R48 of the 2023 edition of the Code of Sports-related Arbitration (the "CAS Code"), naming the Club as the Respondent.

37. On 22 November 2024, the CAS Court Office informed the FAS of the Player's appeal and of the possibility to request its participation as a party in the present arbitration proceedings, as the Appellant's appeal was not directed at the FAS. The FAS was given 10 days to submit an application along with the reasons for its participation. The FAS did not, however, file any application.

38. On the same date, the CAS Court Office informed the Parties that it had noted that the Player requested, *inter alia*, that the present matter be consolidated with case *CAS 2024/A/10559* and therefore invited the Club, in accordance with Article R52 of the CAS Code, to inform the CAS Court Office within 3 days whether it agrees with the Player's request.

39. On the same date, the Player submitted an Appeal Brief via courier and e-filing.

40. On 25 November 2024, the CAS Court Office sent the FAS a copy of the Appeal Brief in accordance with Article R52 of the CAS Code.

41. On the same date, the CAS Court Office invited the Club to submit its Answer within 20 days of receiving this letter, in accordance with Article R55 of the CAS Code.

42. On 2 December 2024, the FAS informed the CAS Court Office that it renounced its right to request its possible intervention in the present arbitration proceedings.

43. On 4 December 2024, the Club objected to the admissibility of the appeal, arguing that not all procedural requirements under the relevant provisions of the CAS Code had been met.

Consequently, the Club requested that the Player's appeal be deemed withdrawn. Alternatively, should the CAS Court Office reject this request, the Club sought an extension of the deadline for submitting its answer by an additional 20 days.

44. On the same date, the CAS Court Office drew the Club's attention to the content of the CAS Court Office letter of 22 November 2024 and reminded it that the Statement of Appeal was filed on 19 November 2024. Nevertheless, the Player was invited to submit his position on the Club's objection by 10 December 2024. Additionally, the CAS Court Office noted the Club's request for a 20-day extension of the time limit to file its Answer to the Appeal Brief and informed the Parties that pursuant to Article R32(2) of the CAS Code, and on behalf of the CAS Director General, a 10-day extension was granted. The Player was invited to confirm by 9 December 2024 whether he agreed to the time limit being extended an additional 10 days.

45. On 4 December 2024, the Player informed the CAS Court Office that he disagrees to grant the Club an additional 10-day deadline to respond to the appeal.

46. On 5 December 2024, the CAS Court Office acknowledged receipt of the Player's letter and noted his position regarding the Club's objection to the admissibility of the appeal.

47. On 9 December 2024, the CAS Court Office informed the Parties that, pursuant to Article R32 of the CAS Code, the Deputy President of the CAS Appeals Arbitration Division had decided to grant the Club an additional 10-day extension of the time limit to file its Answer.

48. On the same date, the Club sent a letter to the CAS Court Office and requested written proof that the Statement of Appeal was sent to the Club. The Club also informed the CAS Court Office that it objected to the consolidation of the two proceedings.

49. On 10 December 2024, the CAS Court Office sent a DHL report to the Club confirming that the CAS Court Office letter of 22 November 2024 was notified to the Respondent.

50. On the same date, the Club informed the CAS Court Office that the email regarding the letter of 22 November 2024, along with the Statement of Appeal, had been directed to the Club's spam folder. The Club also informed the CAS Court Office that it agreed with the Player to the appointment of Mr Frans de Weger as Sole Arbitrator in this case.

51. On 11 December 2024, the CAS Court Office informed the Parties that pursuant to Article R50 of the CAS Code, case *CAS 2024/A/10619* shall be submitted to the same Sole Arbitrator as case *CAS 2024/A/10559*, *i.e.* Mr Frans de Weger.

52. On 2 January 2025, the Club filed its Answer.

53. On 6 January 2025, the CAS Court Office informed the Parties that, unless they agree otherwise or the Sole Arbitrator orders differently due to exceptional circumstances, Article R56 of the CAS Code prohibits them from amending their requests or arguments, submitting new exhibits, or presenting additional evidence after the submission of the Appeal Brief and the Answer.

54. On 10 January 2025, the Player informed the CAS Court Office that he preferred that a decision be made without a case management conference and without a hearing, due to the urgency of the matter. Alternatively, if the Sole Arbitrator decides to hold a hearing, the Appellant will maintain its proposal to hear all witnesses listed in the Appeal Brief. Additionally, the Player requested that, due to the urgency of the matter, the operative part of the award be communicated to the parties prior to the reasoning, and that the award be issued by the end of January 2025.

55. On 12 January 2025, the Club informed the CAS Court Office of its proposal for a hearing in this matter, as set out in the Club's Answer. Additionally, the Club requested a case management conference with the Sole Arbitrator to discuss procedural issues.

56. On 13 January 2025, the CAS Court Office noted that the Parties' positions as to the holding of a case management conference as well as a hearing. Additionally, the Club was invited to provide its position on the request concerning the operative part of the award be communicated to the parties prior to the reasoning by 16 January 2025.

57. On 17 January 2025, the CAS Court Office informed the Parties that pursuant to Article R54 of the CAS Code, and on behalf of the Deputy President of the CAS Appeal Arbitration Division, the Panel appointed to decide the case is constituted as follows:

Sole Arbitrator: Mr Frans de Weger, Attorney-at-Law in Haarlem, The Netherlands

58. On 4 February 2025, the CAS Court Office informed the Parties that, on behalf of the Sole Arbitrator, and in accordance with Article R52(5) of the CAS Code, the present procedure and *CAS 2024/A/10559* would not be consolidated, with the reasons for this decision to be provided in the final award.

59. On 11 February 2025, the CAS Court Office informed the Parties that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator decided to hold a hearing in the present proceedings via videoconference.

60. On 17 February 2025, following consultation of the Parties, the CAS Court Office informed the Parties on behalf of the Sole Arbitrator that a hearing would be held on 22 April 2025.

61. On 19 and 20 February 2025 respectively, the Club and the Player provided the CAS Court Office with a list of participants in the hearing.

62. On 3 March 2025, the CAS Court Office provided the Parties with an Order of Procedure and requested the Parties to return a signed copy by 10 March 2025.

63. On the same date, the Player returned a signed copy of the Order of Procedure.

64. On 4 March 2025, the Club returned a signed copy of the Order of Procedure.

65. On 1 April 2025, the CAS Court Office provided the Parties with an indicative hearing schedule and requested the Parties to submit any comments or amendments they may have in this regard by 8 April 2025.

66. On 22 April 2025, a hearing was held by videoconference. At the outset of the hearing, all Parties confirmed that they had no objection to the appointment of the Sole Arbitrator.

67. In addition to the Sole Arbitrator, the following persons attended the hearing:

a) For the Player:

1) Mr Nebojša Tasić, Counsel;
2) Mr Vladimir Bojović, Counsel;
3) Mr Jovan Miladinović, Player;
4) Mr Vaso Miladinović, Father and legal representative of the Player; and
5) Mr Tamara Salazar, Interpreter.

b) For the Club:

1) Mr Davor Radić, Counsel;
2) Mr Marko Petrović, CEO; and
3) Ms Tina Samardžić, Interpreter.

c) For the CAS:

1) Ms Amelia Moore, Counsel to the CAS

68. The following witnesses and experts were heard, in order of appearance:

*Witnesses called by the Appellant*

1) Mr Igor Gluščević, Agent of the Player;
2) Mr Vladimir Gluščević, Agent of the Player;
3) Mr Mirko Poledica, FIFPro representative;
4) Mr Zoran Djurić, Neuropsychiatrist;
5) Ms Olga Zivković-Aleksić, Psychologist;
6) Mr Jovan Miladinović, Player; and
7) Mr Vaso Miladinović, Father and legal representative of the Player.

*Witnesses called by the Respondent*

8) Mr Marko Petrović, CEO; and
9) Mr Nikola Jelić, Director of the Academy of the Club.

69. The witnesses were invited by the Sole Arbitrator to tell the truth subject to the sanctions of perjury under Swiss law. The Parties and the Sole Arbitrator had full opportunity to examine and cross-examine the witnesses.

70. The Parties were given full opportunity to present their cases, submit their arguments and answer the questions posed by the Sole Arbitrator.

71. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Sole Arbitrator and that their right to be heard had been respected.

72. On 23 April 2025, the CAS Court Office invited the Player to submit, by 28 April 2025, a power of attorney signed by the Player himself, in accordance with Article R30 of the CAS Code, and as was requested during the hearing by the Sole Arbitrator.

73. On 24 April 2025, the Player provided the CAS Court Office with a power of attorney signed by the Player himself.

## V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

74. The Sole Arbitrator confirms that he carefully heard and took into account in his decision all the submissions, evidence, and arguments presented by the Parties, even if they have not been specifically summarised or referred to in the present arbitral award.

### A. The Appellant

75. The Players' Appeal Brief, in essence, may be summarised as follows:

***Grounds for termination***

- The Player was subjected to discriminatory treatment by the Club, in violations of Article 4 paragraph 10 of the Employment Contract, which obliges the Club to ensure that players are not treated differently without valid reasons. Despite being fully available and medically fit to participate, the Player was excluded from team activities and denied equal opportunities as guaranteed under the contract.

- The Club's management pressured the Player and his parents to terminate the representation agreement with his agent Igor Gluščević and instead sign with another agent favoured by the Club.

- Although the Player was initially selected for the national team, he was subsequently removed from the squad list under pressure from Club officials. This removal had no medical or sporting justification and was an extension of the discriminatory conduct exercised by the Club.

- The Club failed to include the Player on official match sheets and in the COMET registration system, thereby preventing him from participating in domestic competitions. These actions were taken while the Player remained contractually bound and fully available for selection.

- Despite the Player's eligibility and readiness, the Club did not undertake the necessary steps to obtain a competition licence for him during parts of the 2023/2024 season. This failure effectively deprived the Player of his right to work as a professional footballer and amounted to a constructive breach of contract.

- In the 2024/2025 season, the Club again failed to license the Player for official competition, without any valid justification, effectively continuing his exclusion from professional football.

***Procedural irregularities before the NDRC***

- The NDRC proceedings were resumed after a prolonged suspension caused by the resignation of several arbitrators, without ensuring the proper and lawful reconstitution of the panel.

- The Player had repeatedly requested the FAS to re-establish the functioning of the NDRC in a lawful manner, but these requests were ignored.

- The acting panel of the NDRC that rendered the Appealed Decision was not the same as the panel originally constituted for the case, and the change was made without regard to the rules.

- The decision was issued even though the Player had raised procedural objections and had not attended the hearing, which took place without a valid justification for the panel's composition.

***Ongoing consequences for the Player***

- As a result of the Club's actions, the Player was excluded from official competitions for several months during the 2023/2024 season and again in 2024/2025.

- The Player was limited to playing in a regional competitions outside the official structure of FAS.

- These exclusions seriously affected the Player's professional development, career prospects, and mental well-being.

76. On this basis, the Player submitted the following requests for relief:

"*The Appellant is respectfully requesting the Court of Arbitration for Sport:*

*a) To accept the claim/appeal of the Appellant and decide that the contract and annex are cancelled by club's fault, which decision will be mandatory for the Respondent.*

*b) To establish/decide that the club has no right to training compensation as well as solidarity contribution.*

*c) To condemn the Respondent to pay the entire CAS administration costs and the arbitration fees and to reimburse the Appellant of any and all expenses he incurred in connection with this procedure.*

*d) To rule that the Respondent has to pay the Appellant a contribution towards legal costs. Total amount (c+d) -40.000 CHF".*

## B. The Respondent

77. The Club's Answer, in essence, may be summarised as follows:

***Lack of a valid power of attorney***

- The Player's appeal was filed by an unauthorized person, given that there is no valid power of attorney in the case file to represent the Player.
- The power of attorney from 4 November 2024 was not signed by the Player, but exclusively and solely by his father Vaso Miladinović, a person who does not have active power to independently sign a power of attorney on behalf of his minor son.
- To confirm that the Player did not sign the power of attorney, the Club compares the signature in question with the signature appearing on the power of attorney submitted to the NDRC in the context of the Appealed Decision, which bears the signatures of both the Player and his father.
- Tolerating a legal approach in which contracts or powers of attorney can be signed by a parent without the signature of the player himself will result in a complete "*legal anarchy*".
- Consequently, CAS needs to dismiss the appeal in this case because it was not filed within the deadline by an authorized person.

***Appellant's request for relief is indefinite and undeterminable***

- The Player did not ask the CAS to modify, cancel or invalidate the Appealed Decision in his request for relief.
- Therefore, the Player did not propose to change the Appealed Decision within the set deadline, and thus the Appealed Decision became final and binding for all Parties.
- Thus CAS should dismiss, or alternatively reject the Player's request, "*given that it is neither determined nor determinable in relation to the contested decision of NDRC Serbia on 18 October 2024*".

***Res judicata***

- The dispute has already been resolved by the Appealed Decision since the Player does not explicitly challenge this decision.
- Under the principle of *res judicata*, a new procedure is barred when the same parties, claims, and facts are involved. This principle covers all facts existing at the time of the first decision, regardless of whether they were presented or known. Only "*real nova's"* may justify a new claim, which is not the case here.
- Therefore, the appeal is inadmissible, or alternatively, must be dismissed.

***Merits***

- The appeal brief is largely a copy of the one filed in CAS 2024/A/10559 and the Club refers to and resubmits its earlier filings in CAS 2024/A/10559.
- The remaining arguments in the appeal brief are based on the Player's personal views and legally unfounded interpretations of the NDRC's rules and conduct.
- The Player fails to address or contest the reasoning of the Appealed Decision and repeats previously rejected arguments without explaining why the Appealed Decision would be incorrect. The Club fully endorses the reasoning and conclusions of the Appealed Decision.
- The Player portrays himself as a victim and the Club as abusive, but his narrative is unfounded and strategically construed. Evidence shows the Player was healthy and content during his time with the Club.
- The Player's behaviour during the contract was poor and disruptive, and his goal is to discredit the Club and gain a free agent status without compensation.
- The contractual relationship was honoured and continues to be in force until 30 June 2025.
- Therefore, the Player's request is entirely legally unfounded and thus the appeal should be rejected.

78. On this basis, the Club submitted the following requests for relief:

"*The Respondent FK Crvena Zvezda respectfully requests the Court of Arbitration for Sport to issue an Award as follows:*

*1) To declare this Appeal inadmissible.*

*2) To charge all costs of this proceeding to Jovan Miladinović and to grant a contribution to the legal fees of the Respondent of CHF 30,000.*

*In addition, in the case the Court of Arbitration for Sport does not accept the abovementioned primary request, the Respondent then petitions for alternative request respectfully seeking that the Court of Arbitration for Sport issue an Award as follows:*

*1) To establish that the Appeal filed by Jovan Miladinović against FK Crvena Zvezda must be dismissed.*

*2) To charge all costs of this proceeding to Jovan Miladinović and to grant a contribution to the legal fees of the Respondent of CHF 30,000.*

*In addition, in the case the Court of Arbitration for Sport does not accept the abovementioned secondary request, the Respondent then petitions for alternative request respectfully seeking that the Court of Arbitration for Sport issue an Award as follows:*

*1) To establish that the Appeal of the Jovan Miladinović against FK Crvena Zvezda must be rejected.*

*2) To charge all costs of this proceeding to Jovan Miladinović and to grant a contribution to the legal fees of the Respondent of CHF 30,000".*

## VI. JURISDICTION

79. Article R47 CAS Code provides as follows:

> *"An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body.*
>
> *An appeal may be filed with CAS against an award rendered by CAS acting as a first instance tribunal if such appeal has been expressly provided by the rules of the federation or sports-body concerned".*

80. Article 31 of the NDRC Rules provide as follows:

> *"The NDRC's decisions may be the subject of an appeal before the Court of Arbitration for Sport in Lausanne, Switzerland (CAS). The 21-day time limit for appeal shall begin on the day the decision is received in full.*
>
> *The legal decision brought by the relevant panel shall be binding on all the parties in the proceedings before the NDRC".*

81. In view of the above, the Sole Arbitrator observes that the regulations of the FAS provide a pathway to file an appeal with CAS.

82. The CAS jurisdiction is furthermore not disputed and confirmed by the signature on the Order of Procedure by the Club.

83. It therefore follows that CAS has exclusive jurisdiction to adjudicate and decide on the Player's appeal against the Appealed Decision.

## VII. ADMISSIBILITY

84. Article 31 of the NDRC Rules of Procedure provides as follows:

> *"The NDRC's decisions may be the subject of an appeal before the Court of Arbitration for Sport in Lausanne, Switzerland (CAS). The 21-day time limit for appeals shall begin on the day the decision is received in full.*
>
> *The legal decision brought by the relevant panel shall be binding on all parties in the proceedings before the NDRC".*

85. Furthermore, the Appealed Decision states the following:

> *"Against the Decisions of the Dispute Resolution Chamber, an appeal can be filed with the Court of Arbitration for Sport in Lausanne (CAS), within 21 days from the day of receipt, whereas the appeal filed against the Decision of the Dispute Resolution Chamber does not delay its execution, and in accordance with Article 32 paragraph 2 of the Rules of Procedure of the DRC of the Football Association of Serbia".*

86. Since the Appealed Decision was provided to the Player on 4 November 2024, and the Statement of Appeal was filed on 19 November 2024, the appeal was filed within the deadline of 21 days set by Article 31 of the NDRC Rules of Procedure. In addition, the Appeal Brief was filed on 22 November 2024, which falls within the 10-day deadline as set out in Article R51 of the CAS Code. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

87. It therefore follows that, in principle, the appeal is admissible. At the same time, the Sole Arbitrator notes that the Club has raised several objections concerning the admissibility of the appeal, which will be addressed in the following sections.

***Alleged lack of valid power of attorney for Player's representation***

88. In its Answer, the Club alleges that the "*appeal in this case was filed by a so-called unauthorized person, given that there is no valid power of attorney in the case file to represent the Appellant in this appeal procedure, precisely because the player Jovan Miladinović has never signed the power of attorney for this appeal on 4 November 2024*". The Club points out that the power of attorney "*was not signed at all by player Jovan Miladinović as the Appellant, but was signed exclusively and solely by his father Vaso Miladinović, a person not having at all the active power to independently sign a power of attorney on behalf of and for the account of his minor son as a player*". Therefore, the Club proposes "*to immediately dismiss the appeal in this case because it was not filed in the deadline by an authorized person (Appellant), given that player Jovan Miladinović did not sign a valid power of attorney to file an appeal in this case*".

89. The Sole Arbitrator notes that Article R30 of the CAS Code provides that "*any party represented by an attorney or other person shall provide written confirmation of such representation to the CAS Court Office*". However, at the same time, the Sole Arbitrator notes that Article R30 of the CAS Code is silent on the question when such written confirmation must be submitted to the CAS Court Office. Also, Article R48 of the CAS Code, that deals with the (mandatory) requirements of the statement of appeal, does not explicitly list the power of attorney. The Sole Arbitrator therefore holds that regardless of whether the power of attorney was valid or not, this does not affect whether the appeal was filed on time, since the power of attorney does not need to be attached to the statement of appeal in order to comply with the deadline to file the appeal (see, *inter alia*, CAS 2015/A/3959).

90. Notwithstanding the above, Article R30 of the CAS Code still requires, so finds the Sole Arbitrator, the Player to confirm his representation in writing. In this regard, the Sole Arbitrator notes that, regardless of the validity of the power of attorney signed on 4 November 2024, the Player confirmed his representation in accordance with Article R30 of the CAS

Code by submitting a power of attorney signed by himself to the CAS Court Office on 24 April 2025.

91. In light of the above, the Sole Arbitrator concludes that the appeal cannot be dismissed on the basis of an alleged lack of proper representation at the time of filing. In fact, the Player has subsequently confirmed his representation in accordance with Article R30 of the CAS Code by submitting a power of attorney signed by himself. As neither Article R30 nor Article R48 of the CAS Code requires that such confirmation be provided at the time of filing the Statement of Appeal, the appeal is deemed admissible and has been validly lodged within the applicable deadline.

***Player's request for relief is allegedly indefinite and undeterminable***

92. In its Answer, the Club contends that "*from the „request for relief" of the Appellant in his appeal submissions in this case, which he submitted against the decision of NDRC Serbia on 18 October 2024 no. VRS-15/2024 it is clearly evident that the Appellant does not at all ask the Court of Arbitration for Sport to modify, cancel or invalidate that decision, so it is indisputably established from the Appellant's appeal submissions that within the strictly defined deadlines prescribed by the CAS Code, the Appellant did not propose to change this decision of NDRC Serbia in any way, which is why the Respondent FK Crvena Zvezda points out that this decision has become final and binding for all parties, especially as the so-called preliminary question for any dispute resolution between the parties before the Court of Arbitration for Sport because all issues between the parties have already been decided before the competent NDRC Serbia*".

93. In support of its position, the Club refers to Article R48 of the CAS Code and submits that "*Article R48 of the CAS Code stipulates in detail that one of the mandatory items that the Statement of Appeal must contain is precisely „the Appellant's request for relief", which requests the Appellant made in both of his appeal briefs in this case and which requests do not dispute in any way the decision in question by NDRC Serbia on 18 October 2024*".

94. Therefore, the Club "*proposes that the Court of Arbitration for Sport dismiss, and alternatively reject, the Appellant's request in this case, given that it is neither determined nor determinable in relation to the contested decision of NDRC Serbia on 18 October 2024*".

95. As a starting point, and having the above positions of the Parties in minds, the Sole Arbitrator recalls the requests for relief made by the Player in his Statement of Appeal:

> "*The Appellant is respectfully requesting the Court of Arbitration for Sport:*
>
> *a) To accept the claim/appeal of the Appellant and decide that the contract and annex are cancelled by club's fault, which decision will be mandatory for the Respondent.*
>
> *b) To establish/decide that the club has no right to training compensation as well as solidarity contribution.*
>
> *c) To condemn the Respondent to pay the entire CAS administration costs and the arbitration fees and to reimburse the Appellant of any and all expenses he incurred in connection with this procedure.*

*d) To rule that the Respondent has to pay the Appellant a contribution towards legal costs".*

96. As well as the requests for relief made by the Player in his Appeal Brief:

"*The Appellant is respectfully requesting the Court of Arbitration for Sport:*

*a) To accept the claim/appeal of the Appellant and decide that the contract and annex are cancelled by club's fault, which decision will be mandatory for the Respondent.*

*b) To establish/decide that the club has no right to training compensation as well as solidarity contribution.*

*c) To condemn the Respondent to pay the entire CAS administration costs and the arbitration fees and to reimburse the Appellant of any and all expenses he incurred in connection with this procedure.*

*d) To rule that the Respondent has to pay the Appellant a contribution towards legal costs. Total amount (c+d) -40.000 CHF".*

97. The Sole Arbitrator observes that there is indeed no explicit request to annul or amend the Appealed Decision within either set of the Player's requests for relief.

98. On the other hand, the Sole Arbitrator highlights that in the Statement of Appeal the Player mentions that he is:

*"[…] challenging the decision only in part of paragraphs I and III".*

99. Furthermore, the Sole Arbitrator notes that in the body of the Appeal Brief itself, the following text can be read under the section titled "*III Proceedings before the Court of Arbitration for Sport*":

*"The player requested that the decision be amended in his favor, with the claim for contract and annex termination due to the club's fault being upheld, and that the club be obligated to reimburse the costs of the dispute".*

100. Also, the Sole Arbitrator remarks that in the opening statement of the Player during the hearing, it was explicitly proposed "*that the appeal be upheld, the NDRC Decision annulled and replaced with the new decision accepting the Appellant's requests for contract termination due to the Club's fault*".

101. The Sole Arbitrator observes that, without prejudice to Article R57 of the CAS Code, which confers CAS with the full power to review the facts and the law of the case, the Sole Arbitrator is nonetheless bound to the limits of the Player's motions, since the arbitral nature of the proceedings obliges the Sole Arbitrator to decide all claims submitted by the Parties and, at the same time, prevents the Sole Arbitrator from granting more than the Parties are asking by submitting their requests for relief to the CAS, according to the principle of *ne ultra petita* (see, *among others*, CAS 2020/A/6950 and CAS 2016/A/4384).

102. Notwithstanding the principle of *ne ultra petita*, the Sole Arbitrator considers that the absence of a formally worded request to annul or amend the Appealed Decision does not affect the admissibility of the appeal. The Statement of Appeal was lodged within the applicable deadline, as set out above, and includes requests for relief, as required under the CAS Code. In this regard, the Sole Arbitrator notes that Article R48 of the CAS Code, which was cited by the Club, does not impose a requirement as to the specific formulation or legal characterisation of the relief sought, but merely that such relief be included. The nature and scope of those requests, and whether they permit the relief ultimately sought by the Player, is a matter that falls to be assessed under the merits.

103. In addition to the foregoing considerations, the Sole Arbitrator finds that, although the Player did not include a formal request for annulment or amendment of the Appealed Decision in the designated section of his submissions, it is sufficiently clear from the entirety of the proceedings, particularly from the narrative in the Statement of Appeal, the Appeal Brief and the oral submissions at the hearing, that the Player is seeking such relief.

104. In this regard, the Sole Arbitrator also notes that CAS jurisprudence is clear in that a judicial body is authorized to adjudicate also on "implicit requests for relief", i.e. on requests other than that expressly submitted which may be considered as virtually "contained" or "included" in the latter, or implicitly formulated (CAS 2020/A/6950, CAS 2021/A/7955; and CAS 2021/A/8375).

105. The Sole Arbitrator therefore holds that the lack of an explicit request for annulment or amendment of the Appealed Decision does not justify dismissing the appeal on formal grounds. In light of the totality of the circumstances, the Sole Arbitrator is satisfied that the appeal is admissible and that the Player's intent to challenge the Appealed Decision is clear.

***Res judicata***

106. In its Answer, the Club "*points out the objection of res judicata to conducting this appeal procedure because this legal matter between the parties has already been resolved by the decision of NDRC Serbia, so it's pointless to continue this arbitration proceeding before the Court of Arbitration for Sport, and all this when we take into account the fact that the Appellant's requests in the appeal submissions does not at all refer to challenging the decision of NDRC Serbia of 18 October 2024, which made this decision between the parties final*".

107. As a result, the Club submits that "*the Appellant's appeal in this case is inadmissible (alternatively, it must be dismissed and/or rejected) as well as the appeal in case number CAS 2024/A/10559, considering that the identical legal matter has already been decided by the decision of NDRC Serbia on 18 October 2024 and the Appellant did not subsequently propose contesting that decision of NDRC Serbia in his appeal submissions (Statement of Appeal and Appeal Brief), so the Court of Arbitration for Sport cannot ex officio make a decision in this case in the manner provided by Article R57 of the CAS Code because the Appellant never made such a request in his appeal submissions*".

108. The Sole Arbitrator does not follow the Club's reasoning.

109. As set out above, while the Player did not expressly formulate a request to annul or amend the Appealed Decision in the formal section of his requests for relief, the Sole Arbitrator recalls that it is sufficiently clear from the Statement of Appeal, the Appeal Brief and the oral pleadings that such relief is indeed being sought. The Sole Arbitrator has already concluded that the appeal is admissible, noting in particular that Article R48 of the CAS Code requires the inclusion of requests for relief, but does not prescribe their precise formulation, and that any deficiencies in this respect concern the merits of the case rather than its admissibility.

110. Consequently, the Club's objection based on *res judicata*, which rests on the assumption that the Appealed Decision was not formally challenged, which is however not the case as explained above, must fail.

## VIII. APPLICABLE LAW

111. Article R58 CAS Code provides as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision".*

112. The Sole Arbitrator notes that Article 14, paragraph 2, of the Employment Contract states:

> "*For all matters not covered by this Contract, the regulations of the Republic of Serbia, the general regulations of FIFA, UEFA, the Football Association of Serbia (FSS), and the Club shall apply".*

113. Additionally, the Sole Arbitrator notes Article 18 of the Annex, which reads:

> *"The rights and obligations under this Annex are governed by the laws of the Republic of Serbia and the regulations of the Football Association of Serbia concerning the registration, status, and transfer of players".*

114. The Sole Arbitrator observes that the Player did not submit a position regarding the applicable law. The Club submitted, on the other hand, that Serbian law should govern the dispute and refers to its Answer in CAS 2024/A/10559 for its reasoning.

115. In view of the above, the Sole Arbitrator notes that the Employment Contract and the Annex contain a provision on the applicable law. Accordingly, and pursuant to Article R58 of the CAS Code, the Sole Arbitrator finds that the dispute shall be decided according to the regulations of FAS and, subsidiarily, to Serbian Law.

## IX. PROCEDURAL ISSUES

### A. Consolidation with *CAS 2024/A/10559*

116. As set out above, and after having consulted the Parties, on 4 February 2025, the CAS Court Office informed the Parties that, on behalf of the Sole Arbitrator and in accordance with Article R52(5) of the CAS Code, the present procedure and CAS 2024/A/10559 would not be consolidated, with the reasons for this decision to be provided in the final award. In fact, the Sole Arbitrator considered that the requirements in fact and law for the consolidation of the present procedure and CAS 2024/A/10559 were not met and will explain as follows.

117. First of all, the Sole Arbitrator notes that the Player requested the consolidation, whereas both the Club and FAS objected to it. While consolidation without the consent of all Parties is still possible, there is some general scepticism regarding its application in such circumstances (see MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, p. 464 – 465 and references cited therein). The Sole Arbitrator adheres to such a reluctant approach to consolidate when not all the Parties consented to a consolidation, which is the case at hand.

118. As a point of departure, the Sole Arbitrator notes that for consolidation according to Article R52 para. 5 of the CAS Code, certain conditions must be met. These include the identity of the parties, the applicability of the same rules, and the existence of a common underlying legal relationship. In appeal procedures a common underlying legal relationship, among other things, means that the decision appealed against should be the same. In cases involving multiple agreements, there must be consistency between them. Additionally, the composition of the arbitral tribunal should be the same in both procedures. If the Panel has already been constituted, there must be identity of arbitrators across the cases (see MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, p. 464 – 465 and references cited therein).

119. Having the above legal framework in mind, the Sole Arbitrator observes that the Parties in both cases are not identical. In the CAS 2024/A/10559, the Parties are the Player, the Club, and the FAS, whereas in the present procedure, the Parties consist only of the Player and the Club.

120. Additionally, the Sole Arbitrator notes that the appealed decisions are also not the same. CAS 2024/A/10559 concerns an appeal against a so-called "non-decision" by the NDRC, as it is based on a denial of justice, whereas in the present procedure, the appeal is directed against the Appealed Decision.

121. In view of the considerations set out above, the Sole Arbitrator considered that the present procedure will not be consolidated with CAS 2024/A/10559.

### B. The Player's due process rights before the NDRC

122. The Player has brought forward several issues which, in his view, demonstrate that his right to due process was violated during the proceedings before the NDRC. These include, among others, the failure to comply with the applicable rules regarding the consolidation of cases

before the NDRC, the improper appointment of arbitrators, concerns regarding the independence of the arbitrators, and the failure to duly consider submitted evidence.

123. The Sole Arbitrator observes that the Player did not explicitly request the annulment of the Appealed Decision for this reason, but the Sole Arbitrator finds it necessary to address this as a preliminary procedural issue as this touches upon the Player's right to be heard.

124. In this regard, the Sole Arbitrator first notes that the facts and the law are examined *de novo* by the Sole Arbitrator in accordance with the power bestowed on him by Article R57 of the CAS Code. As such, since CAS appeals arbitration allows a full *de novo* hearing of the case, with all due process guarantees, it possesses the ability to cure any procedural defects or violations of the right to be heard. As such and in accordance with the well-established jurisprudence of CAS, any procedural flaws that might have occurred at the previous instance can be cured in the second instance (see MAVROMATI/REEB, The Code of the Court of Arbitration for Sport, 2015, p. 513 – 514, CAS 2016/A/4704 and CAS 2020/A/7567).

125. In other words, even if a violation of the principle of due process occurred in prior proceedings, it may be cured by a full appeal to the CAS (see also CAS 2023/A/9809). In fact, the virtue of an appeal system which allows for a full rehearing before an appellate body is that issues relating to the fairness of the hearing before a prior tribunal "fade to the periphery" (CAS 98/211).

126. The Sole Arbitrator wishes to add that the Player has had (and used) the opportunity to bring its case before CAS, where all of the Player's fundamental rights have been duly respected. In fact, at the end of the hearing, the Player's counsel expressly confirmed that the Player had no objections in respect of his right to be heard and to be treated equally in the arbitration proceedings. Accordingly, even if any of the Player's rights had been infringed upon in the prior proceedings, but without conceding that they had actually been infringed, the *de novo* proceedings before CAS, as mentioned before, would be deemed to have cured any such infringements.

127. For that reason, the Sole Arbitrator does not deem it necessary to address the procedural irregularities raised by the Player any further.

## X. MERITS

### A. The Main Issues

128. Having dispensed with the above preliminary and admissibility issues, and taking into account the considerations set forth in the section of procedural issues, the Sole Arbitrator can now turn to the main issues to be resolved.

129. First, the Sole Arbitrator will address the question of whether the Employment Contract and the Annex (the "Contracts") were cancelled due to the Club's fault. In this regard, the Sole Arbitrator notes that the Parties had different positions as to the question whether the Player had to be registered with a specific team or a specific league, whether he was actually registered or licensed, and if not, whether the Player's fundamental rights were breached.

Thereafter, the Sole Arbitrator will consider whether the Player was discriminated in any (other) way by the Club. Finally, the Sole Arbitrator will answer the question whether the Club retains the right to training compensation and to solidarity contribution.

130. As such, the Sole Arbitrator will answer the following questions in sequence:

a. Is the Club under an obligation, pursuant to the Contracts, to register the Player with a specific team or for participation in a specific league?
b. Was the Player not registered or licensed, and if so, were his fundamental rights as a professional footballer thereby breached?
c. Did the Club discriminate the Player in any (other) way?
d. If the Contracts were cancelled due to the Club's fault, does the Club nonetheless retain the right to claim training compensation and/or solidarity contribution?

131. The Sole Arbitrator will address these issues in turn below.

**A. *Is the Club under an obligation, pursuant to the Contracts, to register the Player with a specific team or for participation in a specific league?***

132. Article 5.4 of the Employment Contract reads as follows:

> "*The player commits to participating in all competitions and training sessions of the Club, attending all player meetings, and engaging in other activities related to preparing for matchers and competitions, including traveling domestically and internationally by the means of transportation designated by the club*".

133. Article 9.3 of the Employment Contract reads as follows:

> "*The Club cannot mandate the Player to train with the club's youth teams unless the Player has the right to participate in those teams*".

134. As a starting point the Sole Arbitrator notes that the Player did not make any reference to the above cited provisions in his Appeal Brief.

135. However, the Sole Arbitrator observes that the Player's position does not primarily concern an alleged contractual obligation on the part of the Club to register him with a specific team or for a specific league. Rather, his core argument is that the Club failed to register or license him for participation in any official competition under the FAS system. According to the Player, this omission effectively prevented him from taking part in competitive matches altogether, which he considers a violation of his fundamental rights as a professional footballer. His argument is therefore not rooted in a strict reading of contractual clauses concerning team placement, but rather in the broader assertion that the Club's failure to secure his eligibility to compete constituted an unlawful restriction on his ability to exercise his profession.

136. Additionally, the Player did refer to Article 11 of the Employment Contract, arguing that it reflects the intentions of the Parties, as it conditions the validity of the contract on the Club's

participation in the senior competition. Article 11 of the Employment Contract reads as follows:

> "*If the Club, after the end of the competitive season, moves to a level of competition where contracts for professional playing cannot be concluded, this Contract is automatically terminated".*

137. The Club has referenced to the above cited Articles 5.4 and 9.3 of the Employment Contract in its response in CAS 2024/A/10559 which was submitted by Club in the present proceedings, whereby the Club argues that the Employment Contract does not contain any provision obliging it to register the Player specifically for the senior team or any particular competition. According to the Club, the agreement between the Parties was that the Player would train and compete with the appropriate age category based on his development, which could include both youth and senior teams. The Club emphasises that this understanding is reflected in Article 5.4, which requires the Player to participate in all competitions and training sessions of the Club, without limitation. Moreover, under Article 9.3, the Club is only restricted from assigning the Player to youth team training if he is ineligible to play for them, which, *a contrario*, confirms that if eligible, the Club may do so. The Club therefore denies that there was any obligation to register the Player with the senior team, nor any deviation from the contractual framework agreed upon by the Parties.

138. Having taken note of the Parties' respective positions as well as the testimonies provided during the hearing, the Sole Arbitrator holds as follows.

139. It is clear to the Sole Arbitrator that the Player was not left to his own devices during the contract negotiation and signing process. On the contrary, two experienced football agents were involved in advising him, and his father, Mr Vaso Miladinović, actively participated in the process as well. In fact, at the hearing and during his testimony, the father explicitly stated that he had read the terms and conditions of the Employment Contract several times. The Sole Arbitrator is therefore satisfied that the Player either knew, and at least ought to have known, the content and implications of the contractual provisions at the time of signing.

140. The argument raised by the Player that Article 5.4 is a "standard clause" and thus of lesser relevance, cannot be followed.

141. In fact, during the hearing, the Player stated, among other things, that "*all of us*" agreed to the terms and conditions of the Employment Contract. Furthermore, he stated that he does not remember anything about Articles 5.4 and 9.3 of the Employment Contract anymore.

142. The Sole Arbitrator further notes that also the father of the Player, Mr Vaso Miladinović, when confronted with Article 5.4 of the Employment Contract during this testimony, acknowledged that seeing the provision refreshed his memory, but asserted that it was subject to the condition of the Player being licensed. When asked where such a condition was recorded, he stated that this had been the agreement between the Parties, although he could not explain why it was not reflected in the contract itself. When further asked whether he had requested for this condition to be included in the contract, he responded that the clauses were already present and that the Player had no ability to change them.

143. Also, Mr Vladimir Gluščević, one of the agents of the Player, stated during the hearing, among other things, when confronted with Article 5.4 of the Employment Contract, that such provision is a standard clause, and emphasised that the real issue lies in the fact that the Player was not licensed. Also the other Player's agent, Mr Igor Gluščević, clearly stated that it was the Club that set the contractual conditions, as the Player was still a young footballer. He added that he was not happy with all of these conditions, but that sometimes you are not in a position to change them. Furthermore, when confronted with Article 5.4 of the Employment Contract, he also acknowledged that he could not determine where the Player would play upon signing the contract, but expressed that it is, in his view, not normal for a player who has already made his debut with the first team to be placed with 14- or 15-year-old teammates. Mr Igor Gluščević also stated that he always lets the players and the parents read the contracts.

144. With the above testimonies in mind, the Sole Arbitrator finds that if the Player had serious objections to any of the provisions in the Employment Contract (or Annex), such as 5.4 and 9.3, or found its consequences unacceptable, he remained free, and had to decline the contract and, at the least, had to object against such provisions. The mere fact that, as his agent argued, a young player is not always in a strong position to negotiate amendments, which might not be untrue in itself, does however, from a legal point of view, not affect the voluntariness of his consent. In any event, so the Sole Arbitrator further notes, also no evidence has been presented suggesting that the Player was forced to sign the contract or was deprived of a meaningful opportunity to consider its terms. Therefore, by entering into the Employment Contract and Annex with the Club, the Player knowingly accepted the conditions set out therein.

145. While the Sole Arbitrator acknowledges that it may be frustrating for a young player who has already made his debut with the senior team to be instructed to train or play with a youth selection, this situation does not in itself constitute a breach of contract. The Employment Contract does not contain any provision obliging the Club to register the Player with a specific team or for a particular competition. What is more, Article 5.4 provides for a general obligation to participate in all competitions and training sessions of the Club, and Article 9.3 clarifies that the Player may only be assigned to youth training if he is eligible to play for those teams. There is no indication that the Club's actions fell outside the scope of these provisions.

146. Additionally, Article 11 of the Employment Contract does not alter this conclusion. While the Sole Arbitrator agrees with the Player that this provision may reflect the intentions of the Parties, it does not detract from the Player's explicit contractual obligation to participate in all competitions and for any team, as agreed in the Employment Contract. Also on this specific issue, the Player's agent, Mr Vladimir Gluščević stated during the hearing that he was not aware that the Player was required to participate in all competitions. Also the father of the Player, Mr Vaso Miladinović, noted that he did not recall whether the Player was committed to participating in all competitions.

147. In view of the above, the Sole Arbitrator answers the first question in the negative: the Club was not contractually obliged to register the Player for a specific team or competition.

**B. Was the Player not registered or licensed, and if so, were his fundamental rights as a professional footballer thereby breached?**

148. The Player submits in his Appeal Brief that the Club failed to register or license him for participation in any official competition under the FAS system during parts of the 2023/2024 season. According to the Player, this included the Youth League, the Cadet League as well as the Serbian Super League.

149. Although he was eventually licensed on 7 March 2024 for matches in the Cadet League, the Player emphasizes that this only occurred after the initiation of CAS 2024/A/10559 and that he was now, at the time of filing the Appeal Brief in the present proceedings, once again not licensed for any official competitions under the FAS system for the 2024/2025 season. He also points out that this late registration did not concern senior-level competitions, despite the fact that he held a professional contract intended for first-team involvement.

150. The Player argues that the Club's failure to license him for official matches constitutes a violation of his fundamental rights as a professional footballer. In his view, being denied the opportunity to participate in official team matches over a prolonged period impaired his ability to train and compete alongside his teammates in a meaningful way.

151. He further asserts that this situation, combined with his reassignment from senior team training to exclusive training with the cadet squad without valid justification, amounts to discriminatory treatment.

152. The Player claims that being denied the possibility to play in official competitions has endangered his professional career, as inactivity is particularly detrimental to the development of a football player. He describes the Club's actions as "*irreversible and irreparable*" noting that retroactive licensing, both for the senior team and youth team, whose rosters were already full, was not possible. Since it concerns an irreversible process, sending a warning to the Club holds no significance according to the player. In his view, such conduct violates the principle that every player has the right to access training and competitive opportunities.

153. Moreover, the Player submits that beyond the professional harm, the Club's conduct has negatively affected his mental well-being, causing stress, anxiety, and depression. He considers the Club's behaviour a breach of his fundamental rights, including his right to work.

154. On the other hand, the Club submits, by reference to its answer in CAS 2024/A/10559, that the Player's allegations that he was not licensed for any competition under the FAS during the 2023/24 season are not true. The Club maintains that the Player was duly registered and licensed with the Club for the 2023/2024 season and was therefore eligible to participate in competitions appropriate to his age category.

155. In support of its position, the Club refers to the Player's registration card in the FAS COMET system and to official match records, which, according to the Club, demonstrate that the Player was properly registered, held a valid license, trained with his designated age group, and actively participated in matches.

156. In the Appealed Decision, the NDRC found that the Player participated in official matches during the 2023/2024 season, which implied that he must have been registered and licensed by the Club. While acknowledging the possibility of a temporary absence of licensing, the NDRC held that even if the Player had not been licensed during part of the season, this did not constitute a serious contractual breach by the Club that would justify termination. The decision referred to evidence submitted by the Club, including extracts from the COMET system and match records confirming the Player's registration and participation. Drawing from FIFA DRC and CAS jurisprudence, the NDRC noted that temporary de-registration may constitute a breach, but not necessarily grounds for termination, particularly where the Player continued to train, receive salary, and raised no timely objection. Applying the principle of *venire contra factum proprium*, the NDRC concluded that by continuing to play and accept benefits without reservation, the Player accepted the Club's performance.

157. As a starting point, and having the above positions of the Parties as well as the Appealed Decision in mind, the Sole Arbitrator refers to established jurisprudence of the CAS, to which the Sole Arbitrator fully agrees, which provides that:

> "*A contract between a football club and a player includes several essential obligations on the part of a club. As DRC rightly pointed out – among a player's fundamental rights under an employment contract is not only his or her right to a timely payment of his or her remuneration, but also his or her right to access training and to be given the possibility to compete with his or her fellow team mates in the team's official matches.*
>
> *By refusing to register a player, a club is effectively barring, in an absolute manner, the potential access of a player to competition and, as such, violating one of his or her fundamental rights as a football player*" (see among others CAS 2020/A/7370, para. 62-63).

158. In this regard, the Sole Arbitrator considers it of decisive relevance whether the Player was completely and unconditionally barred from participating in any competition.

159. First of all, the Sole Arbitrator makes reference to Article 59 of the Competition Regulations for youth league categories for the 2023/24 season:

> "*In order to participate in the Youth or the Cadet League competitions, players must obtain permission from the Commissioner or FA of Serbia Technical Committee, that is a club they play for should grant them a licence […]".*

160. It is therefore clear to the Sole Arbitrator that, in order to compete in the Youth League or the Cadet League, a player must be licensed by his Club. At the same time, the Sole Arbitrator has no doubt that, at least until 7 March 2024, the Player was not licensed to participate in the Serbian Super Liga, the Cadet League, or the Youth League.

161. However, this does not convince the Sole Arbitrator that the Player was completely and unconditionally barred from participating in any competition. In this respect, the Sole Arbitrator notes that both Parties agree that the Player was anyway eligible to play in the Serbian League Belgrade, both in the 2023/2024 season as well as in the current season. In fact, the Player himself confirmed during the hearing that he had played matches in the Serbian

League Belgrade and had recently participated in a tournament in Abu Dhabi with the team competing in that league.

162. The only point of contention is the Player's assertion that the Serbian League Belgrade lacks sufficient sporting significance. During the hearing, the Player stated, among other things, that the Serbian Belgrade League holds no value for him and is not subject to any promotion or regulation. He described the league as a "*voluntary league*". Furthermore, the Player stated that the games he had to play were "*[...] far exceeded by me. I played Champions League for Youth and now in the Belgrade League, which has no competitive value*".

163. The Sole Arbitrator is not convinced, in the lack of any specific legal or regulatory requirement, and having the usual standard of proof for civil matters, i.e. the one of comfortable satisfaction (see CAS 2020/A/7503, para. 95 and CAS 2018/A/6075, para. 46) in mind, that the Serbian League Belgrade does not constitute a genuine competition. The Sole Arbitrator finds that it was incumbent upon the Player to demonstrate that this league lacks the necessary regulatory structure or sporting relevance to qualify as an official competition. However, the Player has not provided sufficient objective evidence to support that claim. The Sole Arbitrator acknowledges that the Player perceives little value in participating in this league and recognises that it may not align with the Player's sporting ambitions or expectations. Nevertheless, also having in mind Article 5.4 and 9.4 of the Employment Contract, this does not amount to an illegitimate exclusion from competition in the sense contemplated by established CAS jurisprudence, since the Player was still able to compete with fellow team mates in official matches.

164. The Sole Arbitrator further notes that, during the hearing, the Player and his Agents claimed that the Player had to train alone. However, Mr Marko Petrović and Mr Nikola Jelić stated that the Player never trained alone, and that the occasions on which he trained separately from the main group were part of goalkeeper-specific sessions conducted together with a few other goalkeepers.

165. The Sole Arbitrator recognises that training alone, in certain circumstances, may amount to just cause for the termination of an employment contract. However, the Sole Arbitrator is not convinced either, to the standard of comfortable satisfaction, that the Player was required to train alone, since there is also no such evidence on file. For the sake of completeness, the Sole Arbitrator notes that even if the Player did train separately, the Player himself stated during the hearing that "*it did not last long [...]*", which further supports the conclusion that no sustained or unjustified exclusion from team training occurred.

166. All in all, the Sole Arbitrator finds that the rationale underlying the established jurisprudence of the CAS, as referred to above, remains fully applicable. In fact, this jurisprudence clearly affirms that, alongside the right to timely payment, a player's fundamental rights under an employment contract include access to training and the opportunity to compete with teammates in official matches. In the present case, the Sole Arbitrator is not satisfied that these rights were denied to the Player. On the contrary, the evidence on file indicates that the Player retained access to training and was not completely and unreasonably excluded from competitive opportunities.

167. Therefore, the Sole Arbitrator holds that although the Player was not licensed for the Serbian Super Liga, the Cadet League, or the Youth League, this does not constitute a breach of his fundamental rights, as he remained eligible to compete in the Serbian League Belgrade.

168. For the sake of completeness, the Sole Arbitrator considers it regrettable that the Player never issued a formal warning to the Club prior to initiating legal proceedings. The Player's argument that the situation concerned an irreversible process does not excuse the absence of such a warning, as a written notice could at the very least have served to seek clarification from the Club regarding his registration status. Moreover, since there are multiple registration windows, a warning letter could have prompted action or adjustment for future eligibility, thereby potentially avoiding escalation of the dispute.

### C. Did the Club discriminate the Player in any (other) way?

169. The Player submits that he was subjected to discriminatory treatment by the Club without any justified reason or cause. He argues that this conduct violates Article 4.10 of the Employment Contract, which obliges the Club to ensure equal treatment of players and to respect human rights.

170. According to the Player, the discriminatory behaviour began after he and his parents refused to replace his authorised agents, despite the Club's insistence. According to the Player, following this refusal, the Player was no longer allowed to train with the first team and was reassigned to train exclusively with the cadet squad.

171. The Player further alleges that the Club exerted continuous and targeted pressure on him and his parents. He claims that the purpose of this pressure and differential treatment was to force him and his family to terminate the existing and valid representation contract with his current agents and to instead sign with agents closely affiliated with the Club. This pressure is presented by the Player as a central element of the discriminatory conduct by the Club. He refers to several meetings with the Club in which he was allegedly told that he had to change agents or he would have "*no future at the Club*", and even claims that the Club offered him money in exchange for switching agents.

172. In addition, the Player describes another manifestation of this pressure in connection with his call-up to the Serbian U17 national team for a friendly match against Slovakia. The invitation was sent both through the Club and through the Viper Group. The Player alleges that:

> "*[…] subsequently, upon the demand and pressure from the club that the other club player (members of the respondent who, alongside the appellant, were invited to the national team) would not respond to the call-up, the list was amended by the national team coaching staff, and the Appellant was 'excluded' from the list, consequently not appearing in the mentioned matches".*

173. The Player underlines that he had been an active member of the Serbian U17 national team up until that point and was neither injured nor ill, nor was there any other known reason that would have prevented him from participating. He asserts that he was fully fit and available for selection, and that his exclusion was a direct consequence of the Club's pressure and interference.

174. The Sole Arbitrator notes that, during the hearing, the Player's witnesses and experts made statements in support of these allegations, while, at the same time, the Club's witnesses denied all such claims.

175. In this regard, the Sole Arbitrator is not convinced that any of these allegations are substantiated. In fact, the Player has not discharged his burden of proof to convincingly demonstrate that they did. Specifically, the Sole Arbitrator refers to the absence of supporting evidence in relation to the alleged meetings concerning the agent switch, the alleged offer of money by the Club, and the broader claim that the Player was pressured to change agents. Likewise, also no objective evidence has been submitted to support the allegation that the Player was removed from the national team list for the match against Slovakia due to and in relation to any pressure from the Club. As a result, the record consists solely of conflicting witness testimonies presented at the hearing, which, in and of themselves, do not make the Sole Arbitrator convinced that the Player was subjected to discriminatory treatment by the Club.

176. Therefore, and with the above in mind, the Sole Arbitrator concludes that the Club did not discriminate the Player in any (other) way.

177. Additionally, the Sole Arbitrator notes that even if it were established that the Player was asked to change agents, such a request, on its own, would not, in the view of the Sole Arbitrator, constitute *per definition* sufficient grounds to justify the termination of the Employment Contract.

178. For the sake of completeness, the Sole Arbitrator has the same view as to the allegations made by the Club against the Player. In the Sole Arbitrator's view, the Club has likewise failed to provide sufficient evidence to substantiate its claims. Moreover, the Sole Arbitrator finds it notable, and ultimately detrimental to the Club's position, that no formal disciplinary action was ever taken against the Player in response to the alleged conduct. It should have made sense to do so, so finds the Sole Arbitrator. The explanations provided by the Club during the hearing for this omission were found to be unconvincing. As such, the Sole Arbitrator is also not satisfied, to the standard of comfortable satisfaction, that the allegations raised by the Club against the Player are proven.

## D. If the Contracts were cancelled due to the Clubs's fault, does the Club nonetheless retain the right to claim training compensation and/or solidarity contribution?

179. In light of the fact that the previous questions have all been answered in the negative, the Sole Arbitrator concludes that the Contracts were not terminated due to the Club's fault. As a result, the Player's request for relief "[t]*o establish/decide that the Club has no right to training compensation as well as solidarity contribution*" is rendered moot.

180. Consequently, the Sole Arbitrator finds it unnecessary to further address this issue.

## E. Conclusion

181. In conclusion, the Sole Arbitrator is of the opinion that the Employment Contract and the Annex are not cancelled by the Club's fault. This conclusion is based on several key findings.

First, the Club was under no contractual obligation to register the Player with a specific team or for a specific league. Second, although the Player was not licensed for certain competitions during part of the 2023/24 season and during the 2024/2025 season, the Sole Arbitrator is not convinced that there was a breach of the Player's fundamental rights in this regard. Third, the Sole Arbitrator was not satisfied that the Club discriminated against the Player or exerted unlawful pressure in relation to his representation agreement. The allegations raised in this context were not supported by evidence and could not be established.

182. Based on the foregoing, the Sole Arbitrator holds that:

i) The request of the Appellant that the Employment Contract and the Annex are cancelled by the Club's fault, is rejected; and
ii) The request to establish that the Club has no right to training compensation as well as solidarity contribution, is rejected;

183. All other and further motions or prayers for relief are dismissed.

## XI. COSTS

184. Article R64.4 CAS Code provides as follows:

> "*At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:*
>
> - *the CAS Court Office fee,*
> - *the administrative costs of the CAS calculated in accordance with the CAS scale,*
> - *the costs and fees of the arbitrators,*
> - *the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale,*
> - *a contribution towards the expenses of the CAS, and*
> - *the costs of witnesses, experts and interpreters.*
>
> *The final account of the arbitration costs may either be included in the award or communicated separately to the parties. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs".*

185. Article R64.5 CAS Code provides as follows:

> "*In the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties".*

186. The Sole Arbitrator notes that the Athletes' Commission of the International Council of Arbitration for Sport granted the Appellant assistance for the CAS arbitration costs from the Football Legal Aid Fund. Accordingly, the present procedure is free of charge.

187. Furthermore, pursuant to Article R64.5 of the CAS Code and in consideration of the financial resources of the Parties, in particular that the Appellant was granted assistance for the CAS arbitration costs from the Football Legal Aid Fund, the Sole Arbitrator rules that the Appellant shall bear his own costs and pay a contribution towards the Respondent's legal fees and other expenses incurred in connection with these arbitration proceedings in the amount of CHF 1,000 (one thousand Swiss Francs).

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# ON THESE GROUNDS

**The Court of Arbitration for Sport rules that:**

1. The appeal filed on 19 November 2024 by Mr Jovan Miladinović against FC Crvena Zvezda is rejected.

2. The decision issued on 18 October 2024 by the Dispute Resolution Chamber of the Football Association of Serbia is confirmed.

3. (…).

4. (…).

5. (…).

6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 27 June 2025

# THE COURT OF ARBITRATION FOR SPORT

**Frans de Weger**
Sole Arbitrator