

Decision of the Players' Status Chamber

passed on 25 July 2025

regarding an employment-related dispute concerning the coach Marko
Milovanovic

BY:

Javier VIJANDE PENAS, Argentina

CLAIMANT:

Marko Milovanovic, Serbia
Represented by Sanel Masic

RESPONDENT:

Al Ain FC, Saudi Arabia
Represented by Sport Makers

I. Facts of the case

1. On 8 November 2023, the Serbian coach, Marko Milovanovic (hereinafter: *the Coach* or *the Claimant*), and the Saudi club, Al Ain FC (hereinafter: *the Club* or *the Respondent*), entered into an employment contract (hereinafter: *the Contract*) valid from 13 November 2023 until *"the end of sports season 2023/2024"*.

2. Clause 4 of the Contract read (quoted *verbatim*):

"Article Four: Obligations of the [Club]

- *Monthly wage: the [Club] pays to the [Coach] a sum of money in the amount of (2500 dollars only) disbursed to him at the end of each Gregorian month.*
- *Matches bonus (75%).*
- *The reward for ascending to the Roshen League (12000 dollars only).*
- *provides accommodation.*
- *One round-trip ticket".*

3. According to the Coach, he provided services to the Club from 8 November 2023 until 28 May 2024, at the time which he signed a *"financial clearance"* (hereinafter: *the Financial Clearance*), whereby the Club acknowledged owing him the salaries for April and May 2024 (SAR 9,375 each), and bonuses totalling SAR 39,000.

4. The Coach submitted a copy of the document purportedly provided by the Club via WhatsApp, but it was neither dated nor signed by the Club.

5. On 29 May 2024, the Coach left Saudi Arabia and returned to Serbia.

6. On 1 August 2024, the Club sent the Coach an email, asking for his bank details *"to rest [his] amounts"*.

The first claim submitted to FIFA

7. On 6 March 2025, the Coach (through his previous legal representative), lodged a first claim before the Players' Status Chamber (PSC), which was registered under ref. no. FPSD-18471 (hereinafter: *the First PSC Claim*).

8. In the First PSC Claim, the Coach requested the following relief, based on the Financial Clearance:

“To uphold the right of the Claimant to receive the outstanding salaries by the Respondent, according to the FIFA RSTP, IV. Art. 14 & 17.1. and according to Swiss law CO, art. 337, par. 1a, art 337c par. a, 339 par. 1, and to order that the Respondent pays as follows:

Overdue amounts:

a) Season 2023/24 - 39.000 riyals regarding bonuses + 5% interest p.a. from 01 June 2024 to the effective payment

TOTAL - 39.000 riyals + interest of 5%.”

9. On 6 March 2025, the FIFA General Secretariat issued a settlement proposal to the parties in accordance with art. 20 of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*). The parties were invited to either accept or decline this proposal by 21 March 2025.
10. On 23 March 2025, the FIFA General Secretariat acknowledged that no response had been received from the parties by the stipulated deadline. Consequently, it informed them that the proposal had become final and binding (hereinafter: *the Confirmation Letter*).
11. On 24 March 2025, the FIFA General Secretariat confirmed receipt of the correspondence from the Club, which demonstrated that 22 and 23 March 2025 were non-working days in Saudi Arabia. In light of this, the FIFA General Secretariat instructed the parties to disregard the Confirmation Letter and granted the Club an extension to submit its response by 30 March 2025.
12. On 3 April 2025, after reconfirming that the relevant dates were non-working days in Saudi Arabia, the Club submitted its response.
13. On 7 April 2025, the FIFA General Secretariat acknowledged receipt of the Club's reply and informed the parties that the matter would be referred for a decision within the following 10 days.
14. On 24 April 2025, the FIFA General Secretariat notified the parties of the operative part of the decision rendered by the PSC, which rejected the First PSC Claim (hereinafter: *the PSC Decision*).
15. On 2 May 2025, the Coach, through his former legal representatives, requested the grounds of the PSC Decision. These were subsequently communicated to the parties on 7 May 2025.
16. The main findings of the PSC Decision were as follows:

- The Coach claimed entitlement to SAR 39,000, representing two months' salary and bonuses, based on the Financial Clearance.
 - The Club contested both the validity of the Financial Clearance – arguing it was not fully executed – and the Coach's entitlement to the claimed amounts.
 - The Coach relied on an unsigned document and failed to submit additional evidence substantiating his claim. Moreover, (i) the Coach had already submitted evidence indicating he had received the two months' salary in question, and (ii) he did not prove entitlement to any bonuses.
 - As a result, the Coach did not meet the burden of proof, and the claim was dismissed in its entirety.
17. The PSC Decision informed the parties of their right to appeal to the Court of Arbitration for Sport (CAS) in the event of disagreement, pursuant to art. 50, par. 1 of the FIFA Statutes.
18. On 8 May 2025, the Coach, now represented by new legal representatives, issued a notice of default to the Club, demanding payment of SAR 20,500 in bonuses within 10 days. The Coach argued that the Club had acknowledged this debt, notwithstanding the PSC Decision, and submitted a breakdown of the matches won by the Club in support of his claim.

II. Proceedings before FIFA

19. On 26 May 2025, the Coach filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Position of the Coach

20. The Coach submitted a second claim seeking outstanding remuneration in the amount of SAR 20,250, as well as compensation for moral damages totalling USD 10,000.

Admissibility

21. As a preliminary matter, the Coach argued that the principle of *res judicata* was not applicable to the present proceedings.
22. In support of this position, the Coach contended that, although the First PSC Claim and the present matter involve the same parties, they differ in both object and cause. Additionally, he asserted that: (i) the PSC Decision was not final and binding at the time the second claim was filed; and (ii) FIFA had allegedly infringed his right to be heard by failing to allow a second round of submissions, thereby precluding the application of *res judicata*.

Substance

23. On the merits, the Coach maintained that the Financial Clearance was valid and binding upon the parties. He submitted new documentation that had not been presented in the context of the First PSC Claim.
24. The Coach reiterated that he had not received the bonuses in question and remained entitled to the SAR 20,250 claimed. He further clarified that the notice of default submitted in the first proceedings contained a typographical error.
25. The Coach additionally alleged that the Club had falsely accused him of forgery, thereby committing a *"tort of deceit or malicious falsehood"* which caused moral harm. He stated that any compensation awarded for moral damages would be donated to football development programmes in developing countries.
26. Accordingly, the Coach requested the following relief:

"The Claimant requests that the FIFA Football Tribunal accept the present claim and rule that:

(1) the Respondent shall pay to the Claimant SAR 20,250.00 (twenty thousand two hundred fifty Saudi Riyals) as bonuses, with an interest of 5% p.a. as from the respective due dates until the date of effective payment;

(2) the Respondent shall pay to the Claimant USD 10,000.00 (ten thousand US dollars) as moral damages;

(3) sporting sanctions shall be applied upon the Respondent;

(4) the Respondent shall bear the entire costs of these proceedings, if any.

b. Position of the Club

27. On 27 May 2025, the FIFA General Secretariat invited the Club to submit its response by 16 June 2025.
28. On 16 June 2025, the Club appointed legal representative and requested a deadline extension.
29. On the same day, the FIFA General Secretariat granted the extension until 26 June 2025.
30. On 29 June 2025, the Club submitted its reply brief, arguing that Friday and Saturday are non-working days in Saudi Arabia, and therefore the submission was admissible.

31. On 9 July 2025, the Coach objected to the timeliness of the reply.
32. On 11 July 2025, the FIFA General Secretariat confirmed that the reply had been submitted after the extended deadline and would be disregarded, in accordance with arts. 11 and 21, par.1 of the Procedural Rules.

III. Considerations of the Players' Status Chamber

a. Competence and admissibility

33. First of all, the Single Judge of the Players' Status Chamber (hereinafter: *the Single Judge*) analysed whether he was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 25 May 2025 and submitted for decision on 25 July 2025. Taking into account the wording of arts. 31 and 34 of the January 2025 edition of the Procedural Rules, the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
34. Furthermore, the Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 2 in combination with art. 22 par. 1 lit. c) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Players' Status Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Serbian coach and a Saudi club.
35. However, before addressing the substantive aspects of the dispute, the Single Judge found that he must first consider a preliminary issue *ex officio*.
36. Upon careful review of the case file, the Single Judge observed that the Coach had previously lodged a claim before the Football Tribunal, in which he, *inter alia*, sought payment of the same remuneration – namely, match bonuses amounting to SAR 20,250.
37. The Single Judge then recalled that pursuant to the principle of *res judicata*, a decision-making body is precluded from adjudicating a matter that has already been resolved by another competent authority (or itself) through a final and binding decision.
38. Accordingly, the doctrine of *res judicata* serves to uphold legal certainty and procedural economy by ensuring that once a matter has been conclusively decided, it becomes irrevocable and is deemed to reflect the truth (*res judicata pro veritate habetur*). For this principle to apply, the following three cumulative conditions must be met:
 - *Eadem personae* – the same parties;
 - *Eadem res* – the same object;
 - *Eadem causa petendi* – the same legal grounds.

39. In the present case, the Coach conceded that the parties involved in both proceedings are identical. However, he contested the applicability of *res judicata* on the grounds that: (i) the subject matter and legal basis of the claims differ; (ii) the decision rendered in the initial proceedings was not final and binding at the time the current claim was submitted; and (iii) his procedural rights were allegedly infringed during the original proceedings.
40. The Single Judge then proceeded to examine each of these objections in turn.

A. *The identity of Parties, Object, and Cause*

41. The Single Judge first observed that the identity of the parties was clearly established, as both the Coach and the Club had been parties to the initial proceedings.
42. The Single Judge further recalled that the identity of the object is satisfied when claims are based on the same underlying facts and seek similar relief. Upon comparing the two claims, the Single Judge found a partial overlap in their objects. In the First PSC Claim, the Coach had sought outstanding remuneration, including salary and bonuses. In the present proceedings, he again claimed the same bonuses, in addition to moral damages.
43. While the claim for moral damages constituted a new element, which should therefore be assessed on its merits, the Single Judge was firm to determine that the claim for bonuses had already been adjudicated by the Football Tribunal.
44. The Single Judge also found that both actions were, at least in part, based on the same alleged breach by the Club and contained materially identical requests for relief. Accordingly, the Single Judge decided that the conditions of identity of object and cause were fulfilled with respect to the claim for bonuses.
45. For the sake of completeness, the Single Judge recalled the jurisprudence of the Swiss Federal Tribunal (SFT), which confirms that the effect of *res judicata* extends to all facts existing at the time of the first decision, irrespective of whether they were known, alleged, or considered by the adjudicating body.

B. *Alleged Procedural Issues*

46. The Single Judge noted that, pursuant to arts. 13 par. 5 and 22 of the Procedural Rules, the burden of proof lies with the party asserting a fact, and the submission of a second round of submissions is exceptional and subject to the discretion of the FIFA General Secretariat. Furthermore, any decision issued by the Football Tribunal may be appealed to CAS within 21 days.
47. In light of the above, the Single Judge considered that allowing the Coach to supplement his position or introduce new evidence in relation to the First PSC Claim – or to circumvent

the appeal process by filing a new claim – would undermine both the principle of *res judicata* and the legal certainty of FIFA proceedings.

48. The Single Judge further held that any procedural objections should have been raised in a timely manner or pursued through an appeal to CAS. In failing to do so, the Coach was barred from initiating a new claim concerning identical relief, even if partial.
49. In parallel, the Single Judge concluded that the Coach's allegations of procedural irregularities did not invalidate the application of *res judicata*. Similarly, the fact that the First PSC Decision was not final and binding at the time the new claim was filed was deemed immaterial, as the Coach should have challenged the decision before CAS and he failed to do so.

C. Interim conclusion

50. In view of the foregoing, the Single Judge held that the conditions for *res judicata* were met insofar as they concerned the Coach's claim for bonuses.
51. As both claims involved the same parties and, in part, the same object and cause, and given that the PSC had already rendered a final and binding decision on the matter, the present claim was declared inadmissible insofar as it related to the Coach's request for outstanding bonuses.

b. Applicable legal framework

52. The Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, he confirmed that, in accordance with art. 26 of the Regulations (July 2025 edition), the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

c. Merits of the dispute

53. Having established the competence and the applicable regulations, the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised that in the following considerations he will refer only to the facts, arguments and documentary evidence, which he considered pertinent for assessing the matter at hand.
54. In particular, given that the Coach's claim for outstanding remuneration was declared inadmissible due to the application of the principle of *res judicata*, the scope of the Single Judge's assessment was limited to the Coach's claim for moral damages.

55. However, the Single Judge concluded that his claim was also dismissed.
56. In line with the established jurisprudence of the Football Tribunal, the Single Judge found that the claim for moral damages lacked a sufficient legal basis. Moreover, the Single Judge stressed that the Coach failed to provide any adequate evidence or justification to substantiate the alleged moral harm or to quantify the damage claimed.
57. Therefore, the Single Judge ruled the Coach's claim rejected insofar as admissible.

d. Costs

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

IV. Decision of the Players' Status Chamber

1. The claim of the Claimant, Marko Milovanovic, is rejected insofar it is admissible.
2. This decision is rendered without costs.

For the Football Tribunal:



Emilio García Silvero

Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to art. 50 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (**CAS**) within 21 days of receipt of the notification of this decision.

NOTE RELATED TO THE PUBLICATION:

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

CONTACT INFORMATION

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