CAS 2024/A/10899 Anorthosis Famagusta FC v. Alberto Perea Correoso

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Oliver Jaberg, Attorney-at-law, Aarau, Switzerland

in the arbitration between

Anorthosis Famagusta FC, Larnaca, Cyprus

Represented by Mr Alkiviadis Papantoniou, Attorney-at-law, Mr Vasileios Fotiou, Attorney-at-law, both of AP Sports Law Office, Omirou 27, Athens 10672, Greece, and Mr Rafail Demetriou, CEO of Anorthosis Famagusta FC, Larnaca, Cyprus

- Appellant -

and

Mr Alberto Perea Correoso, Albacete, Spain

Represented by Mr Juan Manuel López Ruiz, Ms Regina Vargas Rojo, Mr Diego del Alizal Hernández, Mr Pedro David Navarro Jodar, LRA Legal & Sports, Prol. Paseo de la Reforma # 627 – 603, Col. Paseo de las Lomas, C.P. 01330, Ciudad de México, México

- Respondent -

* * * * *

I. PARTIES

1. Anorthosis Famagusta FC ("the Appellant", "Anorthosis Famagusta" or "the Club") is a professional football club, affiliated to the Cyprus Football Association (the "CFA"), which in turn is a member of the *Fédération Internationale de Football Association* ("FIFA").

2. Mr Alberto Perea Correoso ("the Respondent" or "the Player", together with the Appellant "the Parties") is a Spanish football player.

II. FACTUAL BACKGROUND

A. Background Facts

3. Below is a summary of the relevant facts and allegations based on the decision rendered by the FIFA Dispute Resolution Chamber ("FIFA DRC") on 22 August 2024 ("the Appealed Decision"), the Parties' written submissions and oral pleadings as well as on the evidence adduced. Additional facts may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he only refers in his Award to the submissions and evidence he considers necessary to explain his reasoning.

4. On 9 January 2024, the Parties concluded an employment agreement (the "Employment Agreement") valid from 9 January 2024 until 30 June 2025.

5. The Employment Agreement included *inter alia* the following clause:

> "[…]
>
> *1. Appointment and Duration*
> *1.1 The duration of this Contract shall be from 9/1/2024 until 30/06/2025.*
>
> *1.2 The Club engages the Player as a professional footballer for the Club's A Team, unless the Player shall agree to play for some other team of the Club, on the terms and conditions of this Contract and subject to the Rules of the CFA.*
>
> *1.3 The Player's remuneration shall be as follows:*
>
> *1.3.1 From 31/01/2024 until 31/05/2024, a monthly gross salary of €6'316.18, a total annual of €31'580.90 (5'000.00 net monthly, a total annual of €25'000.00 net)*
>
> *1.3.2 From 31/08/2024 until 31/05/2025, a monthly gross salary of €6'316.18, a total annual of €63'161.77 (5'000.00 net monthly, a total annual of €63'161.77 (5'000.00 net monthly, a total annual of €50'000.00 net).*

1.4 Other benefits and/or allowances as per Club's internal regulations.
[…]".

6. On 10 January 2024, the Parties concluded a supplementary agreement (the "Supplementary Agreement")

7. The Supplementary Agreement included *inter alia* the following clause:

"[…]

D. The parties wish to update the remuneration, bonuses and associated benefits that the Player will be entitled to receive, under the employment agreement, as well as amend supplementary clauses.

The parties wish to enter into the present private agreement.

IT IS HEREBY AGREED AS FOLLOWS:

1. In addition to the monthly salaries agreed in the Employment Agreement, the Club will pay to the Player the following amounts:

1.1 For the period starting from 31/01/2024 and ending 31/05/2024 the total additional amount of €115.000 (one hundred and fifteen thousandeuro) [sic!] net and subject to the terms of the present agreement, in 5 /five) equal monthly instalments of €23.000 (twenty-three thousand euro) net.

1.2 For the period starting from 31/08/2024 and ending 31/05/2025 the total additional amount of €225.000 (two hundred and twenty-five thousand euro) net and subject to the terms of the present agreement, in 10 (ten) equal monthly instalments of €22.500 (twenty-two thousand five hundred euro) net.

2. Bonus Payment
2.1 The Club will pay to the Player a bonus of €1.000 (one thousand euro), for every goal the Player scores or assist the Player gives that results to goal in official Championship games.

1.3 Other benefits and/or allowances as per Club's internal regulations.

[…]".

8. The Employment Agreement and the Supplementary Agreement are hereinafter also referred to as "the Contract", "the Agreement", "the Contracts", or "the Agreements".

9. On 5 April 2024, due to overdue payables, the Respondent sent a Demand for Payment to the Appellant via email, and, referring to Articles 12bis and 14bis of the Regulations on Status and Transfer of Players (the "RSTP" or the "FIFA RSTP"), granted the Appellant 15 days (until 20 April 2024) to comply with the Employment Agreement and

the Supplementary Agreement. The Respondent demanded the following payments (total of EUR 102,000.00):

- EUR 18,000 for January 2024, as the Respondent had previously made 2 (two) payments of EUR 5,000 net each.

- EUR 28,000 for February 2024, broken down as follows:
  - EUR 5,000 for the salary of February 2024, and
  - EUR 23,000 for February 2024 based on the Supplementary Agreement.

- EUR 28,000 for March 2024, broken down as follows:
  - EUR 5,000 for the salary of March 2024, and
  - EUR 23,000 for March 2024 based on the Supplementary Agreement.

- EUR 28,000 for April 2024, broken down as follows:
  - EUR 5,000 for the salary of April 2024, and
  - EUR 23,000 for April 2024 based on the Supplementary Agreement.

10. On Saturday, 20 April 2024, the Appellant's General Director contacted the Respondent's legal representative, and inquired whether the Respondent could wait until Monday (with receiving the payment). The Respondent's legal representative replied that the Respondent would be ready to wait, if the Appellant would make a concrete offer.

11. On Sunday, 21 April 2024, the Appellant proposed the following payment plan to the Respondent:

"[…]

A. We are happy to inform you that we have gathered the funds and suggest the following payment plan:

1. 50% (€37.000) on Wednesday 24/4/2024
2. 50% (€37.000) within 1 week, ie on or before Wednesday 1/5/2024

As agreed, there will be no salary deduction during the Player's absence in January

B. The Player will be paid all his payables as agreed until May 2024

C. The contract of Employment for the season 2024-25 will be terminated with mutual agreement.

[…]".

12. On the same day, the Respondent replied to the Appellant that he will not accept any offer below EUR 92,660.00 to be paid on Monday (22 April 2024).

13. Following the Respondent's reply, the Club in turn replied with the following:

"*We confirm the outstanding amount to be € 92.660 up to today (including April up to today) and we are happy to inform you that we have gathered the funds of €74,000 and we will fully settle your due payables as per our agreement. Although the deadline of the notice sent on 5/4/2024 expires today, since it is a non-working day, under Swiss law the deadline is extended until Monday 22/4/2024. Consequently, the club will fully settle your due payable via Bank Transfer on Monday, i.e., before the expiry of the deadline*".

14. The Respondent in turn replied (still on 21 April 2024): "*If no payment by 9 am tomorrow we terminate".*

15. On 22 April 2024, at 10:59 am, the Appellant paid EUR 74,000.00 to the Respondent.

16. On the same day, at 12:00 pm, the Appellant informed the legal representative of the Respondent that the payment was made. The legal representative replied that "*the payment has not been cleared and the player is tired to wait*".

17. On the same day, at 12:50 pm, the Respondent terminated the "*employment relationship*" with the Appellant, via his legal representative.

18. Later on the same day, the Appellant sent a letter to the Respondent, claiming that the payment had been made before the Player had sent his termination notice and that the termination notice had thus been made in bad faith and without just cause.

B. Proceedings before the FIFA Dispute Resolution Chamber

19. On 25 April 2024, the Player lodged a claim against the Club before the FIFA Dispute Resolution Chamber (the "DRC"), requesting the following (cf. decision of the DRC of 22 August 2024, Ref. FPSD-14478, p. 6):

"[…]

i) To admit the claim lodged by ALBERTO PEREA CORREOSO in full;

ii) To decide that ALBERTO PEREA CORREOSO is entitled to receive the total amount of € 19,600.00 (nineteen thousand and six hundred euros 00/100) plus 5% interest p.a. for the outstanding payments for 21 days of April 2024, for non-compliance of the payments towards the player set out in the Players Agreements.

iii) To declare that ANORTHOSIS FAMAGUSTA FC breached the contract without just cause, and therefore, is forced to pay the player the residual value of the contract plus an additional compensation as stablished [sic!] in article 17 of the FIFA's RSTP. The residual value goes from April 22nd 2024 till May 31st 2025.

iv) To decide that ANORTHOSIS FAMAGUSTA FC did not comply with its financial obligations set out in the Players Agreement and the rest of the agreements between the parties, violating Article 12bis of the FIFA Regulations on the Status and Transfer of Players.

In any case,

v) We request this honorable Chamber to condemn ANORTHOSIS FAMAGUSTA FC to pay all the legal and procedural costs arising from the present procedure".

20. On 3 June 2024, the Respondent submitted its reply and its counterclaim to the DRC (Answer, para. 13) and requested the following (Appealed Decision, p. 8):

"[…]

1. The club is requesting the FIFA DRC to order the Player and his new club(s) to pay a compensation of EUR 317,477.98 plus legal interest from the termination date until full settlement.

2. The club is also calling FIFA to impose sporting sanctions on the player according to art 17(3) FIFA RSTP".

21. In his reply to the counterclaim before the DRC, the Respondent requested the following:

"[…]

I. To admit the response of the claim lodged by Alberto Perea Correoso in full.

II. To decide that Alberto Perea Correoso is entitled to receive the total amount requested in the claim submitted on April 22nd, 2024.

III. To declare that Anorthosis Famagusta to pay in full the amount owed to the Player.

IV. *To dismiss in its entirety the counterclaim submitted by Anorthosis Famagusta as well as all the relief and penalties requested by Anorthosis Famagusta on the basis of what is set out in the present Counterclaim Response*".

22. On 22 August 2024, the DRC passed the Appealed Decision (cf. p. 16):

"[…]

1. The claim of Alberto Perea Correoso is accepted.

2. The Respondent / Counter-Claimant, Anorthosis Famagusta, must pay to Alberto Perea Correoso the following amount(s):

***EUR 28,000 as outstanding remuneration** plus 5% interest per annum as from 23 April 2024 until the date of effective payment.*

EUR 303,000 as compensation for breach of contract without just cause.

3. The counterclaim of Anorthosis Famagusta is rejected.

*4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*

*5. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:*

1. *Anorthosis Famagusta shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.*

2. *The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.*

6. *The consequences* ***shall only be enforced at the request of Alberto Perea Correoso*** *in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.*

7. *This decision is rendered without costs*.

[…]".

23. On 9 September 2024, the grounds of the Appealed Decision were communicated to the Parties.

24. In summary, the DRC argued that Article 14bis RSTP sets a minimum deadline of 15 days for the debtor club but that the RSTP do not specify whether non-working days are excluded. Thus, the deadline does not have to fall on a working day. Therefore, the Chamber concluded that in this case, the Player's deadline was 20 April 2024.

25. Furthermore, the DRC (by majority) held that on 21 April 2024 the Player only gave a last chance to the Club to fulfil its financial obligations when he was already entitled to terminate the Contract under Article 14bis of the Regulations and that the Club had enough time since the reception of the default notice to proceed with the payment of the outstanding amounts when requested to do so.

26. The DRC, by majority, found that the Club's failure to fully pay the amounts due allowed the Player to terminate the Contract under Article 14bis RSTP, as the Club was in unjustified breach of the Employment Agreement and the Supplementary Agreement. As a result, the DRC rejected the Club's counterclaim against the Player and confirmed that the Player terminated the contract with just cause.

27. In this respect, the DRC decided to award the Player EUR 28,000.00 (plus 5% of interest *p.a.* as from 23 April 2024) for outstanding salaries, and a compensation for breach of contract in the amount of EUR 303,000.00 (without interest, as it was not requested by the Respondent), as the residual value of the employment relationship.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

28. On 30 September 2024, the Appellant filed its Statement of Appeal against the Respondent with respect to the Appealed Decision, pursuant to Article R48 of the Code of Sports-related arbitration (2023 edition) (the "Code").

29. On 7 October 2024, the Appellant requested a 25-day extension to file the Appeal Brief.

30. On 8 October 2024, the CAS Court Office granted a 10-day extension to the Appellant

until 20 October 2024 in accordance with R32 of the Code.

31. On the same day, the CAS Court Office notified the Respondent of the Appellant's request and invited the Respondent to submit its comments on the remaining 15-day extension.

32. On 11 October 2024, the Respondent declared that it did not consent to the extension of the deadline by an additional 15 days for the Appellant to file its Appeal Brief.

33. On 14 October 2024, the CAS Court Office informed the Parties that the Appellant's request regarding an additional extension of 15 days to file its Appeal Brief will be decided by the President of the Appeals Arbitration Division, in accordance with R32 of the Code.

34. On 15 October 2024, the President of the Appeals Arbitration Division partially granted the Appellant's request and extended the deadline for the Appellant to submit its Appeal Brief by another 10 days until 30 October 2025.

35. On 25 October 2024, the Respondent filed a letter with the CAS Court Office, requesting the CAS to declare the appeal withdrawn due to the Appellant's failure to comply with the deadline to file its Appeal Brief.

36. On 29 October 2024, the CAS Court Office reminded the Respondent that the Appellant had been granted an additional 10 days to file its Appeal Brief.

37. On the same day, the Respondent reiterated its request and argued that since the President of the Appeals Arbitration division decided on the extension of 10 days on 15 October 2024, that the deadline elapsed on 25 October 2024 and that since the Appellant failed to file its Appeal Brief by such date, the same is deemed to be withdrawn.

38. On 30 October 2024, the Appellant filed its Appeal Brief, pursuant to Article R51 of the Code.

39. On 9 January 2025, after numerous extensions granted to the Appellant to pay its share of the advance on costs, the Respondent filed his Answer, pursuant to Article R55 of the Code.

40. On 4 February 2025, the CAS Court Office informed the Parties, on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the Arbitral Tribunal appointed to decide this case was appointed as follows:

Sole Arbitrator: Mr Oliver Jaberg, Attorney-at-law in Aarau, Switzerland

41. On 12 February 2025, after having consulted the Parties, the Sole Arbitrator decided to hold a hearing, pursuant to Article R57 of the Code.

42. On 13 March 2025, the CAS Court Office, on behalf of the Sole Arbitrator, issued the Order of Procedure, which was duly signed by the Respondent on 21 March 2025 and by the Appellant on 25 March 2025 respectively.

43. On 30 April 2025, a virtual hearing was held via Webex. In addition to the Sole Arbitrator and Ms Amelia Moore, CAS Counsel, the following persons attended the hearing:

For the Appellant: Mr Alkiviadis Papantoniou Mr Vasileios Fotiou, and Mr Rafail

Demetriou (CEO of the Appellant);

For the Respondent: Mr Juan Manuel López Ruiz, Ms Regina Vargas and Mr Nicolás Alvarado.

44. At the commencement of the hearing, both Parties confirmed that they had no objection to the appointment of the Sole Arbitrator to preside over this case. Equally, at the end of the hearing, both Parties confirmed that their procedural rights including their right to be heard had been fully respected.

IV. THE POSITION OF THE PARTIES

45. The following outline of the Parties' positions is illustrative only and does not necessarily comprise every contention put forward by the Parties. The Sole Arbitrator, indeed, has carefully considered all the written and oral submissions made by the Parties, even if there is no specific reference to those submissions in the following summary.

A. The Position of the Appellant

46. In its Appeal Brief, the Appellant requested the following:

"*1. The Appellant is calling CAS to issue a decision as follows:*

i. Uphold the present appeal, set aside the decision of the FIFA DRC and declare that the Respondent terminated his employment relationship without just cause and is not entitled to any compensation by the Appellant.

ii. Order the Respondent to pay compensation to the Appellant equal to EUR 317,477.98 or any other amount which CAS will consider as proper and fair, plus legal interest. Alternatively to points (i) and (ii) above, in case CAS decides that the termination was made with just cause, to reduce the compensation to which the Respondent is entitled by up to 50% due to his failure to mitigate his damages.

iii. Order the Respondent to pay the procedural and all other costs arising out of the present proceedings and to reimburse the Appellant with the CAS Court Office Fee.

iv. *Order the Respondent to pay €5,000 as contribution towards the Appellant's legal fees incurred in connection with the present proceedings*".

47. In summary, the Appellant submitted the following arguments:

- First, the Appellant provided the following observations regarding the default notice:

  i. At the time such default notice was sent, the claimed amount of EUR 102,000.00 was not yet due.

  ii. Only EUR 74,000 were actually payable, broken down as:

a. EUR 18,000 as salary pertaining to January 2024;

b. EUR 28,000 as salary pertaining to February 2024;

c. EUR 28,000 as salary pertaining to March 2024.

iii. The additional EUR 28,000 claimed by the Respondent as salary for April 2024 were not yet due as the payment date was set for 30 April 2024.

iv. The Respondent referred to and relied on Articles 12bis and 14bis of the RSTP in his default notice, granting the Club a 15-day deadline to pay.

v. The default notice made no reference to Article 14 or any other provision of the RSTP.

- Since the last day of the 15-day deadline fell on Saturday, 20 April 2024, and since Saturdays and Sundays are non-working days in Cyprus, the Appellant was unable to pay the amount (of EUR 102,000.00) on the last day of the deadline. After seeking legal advice, the Appellant was counselled that according to Swiss Law (Article 78 (1) of the Swiss Code of Obligations [the "SCO"]), the deadline was automatically and legally extended to Monday, 22 April 2024 (first working day after Saturday, 20 April 2024) as the last day of the deadline was a non-working day.

- During 20 April 2024 and 22 April 2024, the Parties (and "Javier", who is the Respondent's uncle) engaged in negotiations with regards to the time and amount of the payment via WhatsApp.

- Even though the Respondent demanded payment of EUR 92,660.00, this amount was not due by 20 April 2024, since the month of April had not ended yet. The correct amount due by 20 April 2024 was EUR 74,000.00.

- The Respondent requested a letter by the Appellant granting leave to the Respondent for the Appellant's team trainings and matches from 22 April 2024 until 11 May 2024 for personal reasons.

- The Appellant had knowledge of the Respondent's request and position that if no payment in the amount of EUR 92,660.00 would be made by 09:00 am of the next day, i.e. Monday, 22 April 2024, the Respondent would terminate the contract The Appellant replied in this regard that it did not know what time the payment (EUR 74,000.00) would be made on 22 April 2024 but reassured that the payment would be made. According to the Appellant, the Respondent (via his legal representative) accepted and agreed on the club's reassurance that the payment of the due amounts would be made on Monday 22 April 2024.

- On 22 April 2024 at 12 pm, which was the last day of the deadline, the Appellant paid all due amounts (according to the Appellant EUR 74,000.00) and sent proof of payment of such amount to the Respondent's legal representative.

- Even though the termination letter is dated 21 April 2024, it was sent to the Club

on 22 April 2024, only after the Respondent was informed by the Appellant that all due amounts (EUR 74,000.00) had been settled.

- The Respondent acted in bad faith. As a result, the Respondent's termination was not made in compliance with Article 14bis RSTP but without just cause.

- FIFA follows the practice in the proceedings before the Football Tribunal and Article 11(3) of the FIFA Procedural Rules, that the time limit expires at the end of the next working day, if the last day of the deadline is a non-working day. The Appellant relied on FIFA's practice.

- If the FIFA regulations do not provide specifications, or where a clarification of the regulations is necessary, Swiss law applies subsidiarily. This is confirmed by Article 56 (2) of the FIFA Statutes, as well as by CAS jurisprudence.

- According to Article 78 (1) of the SCO, when a deadline expires on a non working day, it is automatically extended until midnight of the first working day following the last day of the deadline. Thus, the deadline which was granted to the Appellant expired at midnight of Monday, 22/04/2024, i.e. the first working day after 20/04/2024.

- The minimum deadline for a debtor club is 15 days according to Article 14bis RSTP. Since the last day of the deadline was a non-working day, the Appellant would be deprived of one day, if it was bound to comply by that day, as it would have to pay one day in advance (i.e. on day 14 of the deadline) and thus would factually only have a 14 day deadline. This would violate the standards set in the RSTP. Only an automatic extension of the deadline to the next working day guarantees compliance with the minimum deadline of 15 days set forth in the RSTP.

- The Appellant disagrees with the case CAS 2020/A/7134 Altay SK v. Pedro Miguel Pina Eugenio cited by the Respondent, which holds that the 15-day deadline of Article 14bis RSTP does not extend to the first working day if its last day, the 15th, is a non-working day and, which holds that Article 78 SCO is not applicable to Article 14bis RSTP.

- The Appellant refers to CAS 2022/A/8891 Boluspor KD v. Haris Hajdarevic & FK Zeljeznicar Sarajevo, which holds that from the moment that the RSTP do not clarify how the deadline of Article 14bis RSTP is to be counted, the Panel should seek guidance in Swiss law and it should also apply the FIFA Procedural Rules by analogy. For this reason, the Panel did not accept FIFA's decision that the deadline was to be counted based on hours instead of days, starting from the day after the default notice had been sent.

- CAS must also bear in mind that even if the Appellant had made the payment on the last day, the Respondent would still not get the payment on that day because it was a non working day and the banks were closed.

- The Appellant paid the full amount on the last day of the deadline and with a same day transfer so that the Respondent would receive the money on the same day.

Thus, the termination was contrary to Article 14bis RSTP.

- The Respondent terminated the contract before the expiry of the deadline and after his due payables had been paid in full by the Appellant.

- The Appellant and the Respondent (via his legal representative) had agreed that if the Club would pay all due payables on Monday 22 April 2024, the Respondent would accept that payment and not proceed with a termination.

- The Respondent's legal representative initially informed the Club that payment had to be made by 9:00 a.m. on 22 April 2024. However, he later deleted this message, effectively withdrawing that statement. In any case, the message was a unilateral assertion made after it had already been agreed that payment would be accepted if made on 22 April 2024.

- The Respondent had, as of 21 April 2024, waived any right to terminate the contract on 22 April 2024, provided the Club fully settled the outstanding payments on that date. Therefore, the termination should be considered as made without just cause.

- The default notice did not warn that in case of noncompliance the Respondent would terminate his contract.

- Since the termination was without just cause, the Appellant is requesting compensation, as per the provisions of Article 17 RSTP in the amount of EUR 317,477.98 as follows:

    - EUR 6,316.18, representing the full amounts which the Appellant would have paid to and for the Respondent for the remaining of season 2023-24, under the employment contract.

    - EUR 63,161.80, representing the full amounts which the Appellant would have paid to and for the Respondent for season 2024-25, under the employment contract.

    - EUR 23,000, representing the full amounts which the Appellant would have paid to the Respondent for the remaining of season 2023-24, under the supplementary agreement.

    - EUR 225,000, representing the full amounts which the Appellant would have paid to the Respondent for season 2024-25, under the supplementary agreement.

- The termination was made within the protected period and, according to the jurisprudence of CAS, this is a reason for aggravated damages.

- Should CAS not accept the Appellant's position that the termination was made without just cause, CAS should nevertheless consider mitigating the compensation awarded to the Respondent.

- Since becoming a free agent in April 2024, the Respondent had not secured new employment, indicating a lack of effort to mitigate his damages.

- CAS should consider that the Respondent had the opportunity to find a new club since the summer of 2024, particularly after 8 July 2024, when FIFA informed the Parties that the submission phase had closed. However, the Respondent made no effort to do so, acting in bad faith. This is further evidenced by the fact that he filed his claim on 23 April 2024 - just one day after the termination - indicating that the decision to terminate had been made in advance and that he had already instructed his legal representatives to prepare and submit the claim immediately afterward.

- Following the decision of the European Court of Justice (ECJ) in the case C-650/22 FIFA v. Lassana Diarra, new clubs would not be in danger of being held jointly liable.

- As established in CAS 2020/A/6927, para. 104, players are generally required to mitigate their damages. In that case, due to the player's failure to do so, CAS reduced the awarded compensation by 30%.

B. The Position of the Respondent

48. In his Answer to the Appeal Brief, the Respondent requested the following from the CAS:

"[…]

1. *Admits the present response to the appeal brief.*
2. *Declare the appeal withdrawn on the grounds that the Appellant failed to comply with the deadlines for filing the Appeal Brief as set forth in this brief.*

Under protest and in a subsidiary manner:

3. *To uphold the decision of an employment-related dispute concerning the player Alberto Perea Correoso Ref. Nr. FPSD-14478 passed by the DRC of FIFA Tribunal on August 22nd, 2024.*
4. *To dismiss the appeal filed by Anorthosis Famagusta, by virtue of what has been stated in the present brief and to declare FIFA's DRC decision final, as well as the amounts to which Anorthosis Famagusta was condemned and the possible sporting sanctions".*

49. In summary, the Respondent submitted the following arguments:

- Despite consistently performing well, the Player received only two payments of EUR 5,000.00 each from the Appellant between January and the termination date - totalling just EUR 10,000, despite repeated efforts by the Player to recover the full amounts owed during the contractual period.

- To comply with Articles 12bis and 14bis of the RSTP, the Player issued a Demand for Payment to the Appellant on 4 April 2024, granting a 15-day deadline to fully

settle the outstanding financial obligations.

- On 20 April 2024, the outstanding amount due to the Player was EUR 92,660.00, composed as follows: January 2024 - EUR 18.000, February 2024 - EUR 28,000, March 2024 - EUR 28,000, and 20 days of April 2024 amounting to EUR 18,660.00.

- On 20 April 2024, the Player received a letter from the Appellant, proposing the following payment plan:

  "*1. 50% (€37.000) on Wednesday 24/4/2024*

  2. 50% *(€37.000) within 1 week, ie on or before Wednesday 1/5/2024*

  As agreed, there will be no salary deduction during the Player's absence in January

  B. The Player will be paid all his payables as agreed until May 2024.

  C. The contract of Employment for the season 2024-25 will be terminated with mutual agreement".

- The Appellant was willing to pay the outstanding amounts only if the Employment Agreement was mutually terminated for the (subsequent) 2024–2025 season—an option the Player rejected. This shows the Appellant's intent to pressure the Player into ending the contract. A plain reading of the document reveals the Club's strategy: to condition payment on the Player agreeing to an early termination without compensation or penalty.

- The Respondent never accepted the aforementioned conditions. Furthermore, the Respondent's legal representative notified the Appellant that the deadline to settle its debts was 22 April 2024, no later than 9:00 a.m. on that day, to which the Appellant agreed.

- The Appellant did not comply with the payment of the amounts owed on the agreed term, i.e. by 9:00 am on 22 April 2024. Accordingly, the Respondent sent a written notice of termination to the Appellant later on 22 April 2024.

- The Appellant did not comply with the procedural deadlines set out by the CAS to file its Appeal Brief. In fact, since the Appellant filed its Appeal Brief late, i.e. on 30 October 2024 instead of 20 October 2024 or 25 October 2025, respectively, the appeal must be deemed to be withdrawn.

- The principle of equity and proportionality is not granted to the Respondent as CAS only granted him 20 (twenty) days to provide an Answer to the Appeal Brief, despite all the extensions of time limits granted to the Appellant.

- The numerous requests of the Appellant for time extensions to pay its share of the advance on costs is a delaying tactic to slow down the process and delay the payment of the corresponding obligation in the future.

- The CAS has violated the principle of due process in the sense of Article 182 of the Swiss Private International Law Act (the "PILA"), by not objecting to the Appellant's non-compliance with the time limits to file its Appeal Brief.

- The Appellant has breached the principle of *pacta sunt servanda*, by not paying the Respondent's salaries in time.

- In light of the demand for payment dated 4 April 2024, the Appellant was properly declared in default under Article 14bis RSTP, having failed to pay more than two months' salaries owed to the Respondent.

- The Appellant appears to attempt to mislead or distract the Panel by claiming in its Appeal Brief that the Player's default notice failed to reference Article 14 of the RSTP. However, a proper reading of Articles 14 and 14bis RSTP shows that, at the time the notice was issued - and given the outstanding salary obligations - Article 14 RSTP was not applicable. The reference to Article 14bis RSTP in the default notice was both appropriate and fully compliant with the regulatory requirements.

- Article 14bis RSTP sets a 15-day deadline without distinguishing between working and non-working days. Since FIFA chose not to clarify this, the rule must be applied strictly. The Appellant's claim that Swiss law should apply when the deadline falls on a non-working day is unfounded and contradicts the regulation's clear wording.

- There is no legal gap (*lacuna*) justifying the Appellant's reliance on Swiss or Cypriot law. The payment request as per Article 14bis RSTP is a preliminary step, not part of formal proceedings. Thus, the Appellant's argument must be dismissed.

- In CAS 2020/A/7134 Altay SK v. Pedro Miguel Pina Eugenio, the Sole Arbitrator held that the regulation does not require special treatment when a deadline falls on a public holiday. As noted by the Sole Arbitrator, this does not create a legal gap. The 15-day rule in Article 14bis RSTP applies regardless of the day, including holidays. Therefore, there is no need for FIFA to explicitly address this scenario, and Article 78 SCO does not apply. The same is applicable to the case at hand.

- CAS 2022/A/8891 Boluspor KD v. Haris Hajdarevic & FK Zeljeznicar Sarajevo referenced by the Appellant is not pertinent, as it does not mention anything about the non-working days, but the way of computing or counting the term, which must be done without counting the day of the notification.

- The 2023 RSTP Commentary explains that while a default notice is generally required under Article 14bis RSTP, it's not always mandatory—especially when it's clear that the other party won't fulfil its obligations. Still, issuing a notice is strongly recommended.

- In CAS 2017/A/5242 Esteghlal Football Club v. Pero Pejic, the panel emphasized that termination for late payment requires a prior warning, based on good faith.

The party must first notify the other of the breach and clearly state that such conduct will not be tolerated. In football, due to the principle of contractual stability, unilateral termination should be a last resort when continuing the relationship is no longer reasonable.

- The Appellant owed the Respondent over three months' salary and failed to pay despite multiple reminders and a 15-day deadline granted under Article 14bis RSTP. The Appellant was obliged to act with due diligence but did not. Although a formal payment request had been made, the Respondent still engaged in good faith discussions to resolve the matter. However, as shown in the Appeal Brief, the Respondent ultimately did not accept the Appellant's offer.

- The Respondent, extending beyond the 15-day deadline set in Article 14bis RSTP, gave the Appellant a final chance to pay EUR 92,660.00 by Monday, 22 April 2024 at 9:00 am. This amount was explicitly acknowledged by the Appellant in its letter dated 21 April 2024, sent on 22 April 2024, and attached to their Appeal Brief.

- It is undisputed that the Appellant paid later than agreed, and in fact only paid EUR 74,140 of the total amount of EUR 92,660 owed. This failure to pay over three months' salary by the final 22 April 2024, 9:00 am deadline breaches the principle of trust. According to CAS criteria, such breach alone justifies termination without even needing a default notice. As CAS 2017/A/5242 states, "just cause" exists when key contract terms are no longer met and the party cannot reasonably be expected to continue the contractual relationship.

- Beyond the Appellant's repeated payment delays, the Club also failed to pay the full amount owed to the player. Although the Appellant acknowledged owing EUR 92,660 in its 21 April 2024 letter, it transferred only EUR 74,140 on 22 April 2024. Under Article 14bis RSTP, this partial payment does not fulfil the requirement to settle the full amount, as clearly stated in the notice sent to the Club and acknowledged by the Club.

- Due to the Appellant's breach, the Respondent had just cause to terminate the contract. Even if the Appellant's late payment were considered, the failure to pay the full recognised amount still justifies termination under Article 14bis RSTP. Therefore, the Appellant's appeal must be dismissed, as the Respondent's termination was justified.

- Furthermore, under Article 14 RSTP, the Appellant's repeated payment delays and attempts to force early termination demonstrate abusive conduct, reinforcing the Respondent's right to terminate with just cause.

- The Appellant's request for compensation is ironic given it owed over three months' salary and missed the payment deadline. Instead of paying, it tried to extend the deadline and partially settle the debt to force contract termination. Now, despite failing to meet its obligations, it seeks EUR 317,478 in compensation and sanctions against the Player.

- The Appellant's conduct is clearly reprehensible, breaching agreements and FIFA rules, and acting in bad faith to gain from its appeal. Allowing this appeal would encourage such abuse and harm the Respondent, who has suffered over four months of unpaid salary.

- The Appellant's claim that the Respondent's unemployment shows bad faith or failure to mitigate damages is unfounded. The Respondent's loss of employment resulted from the Appellant's contract breach and unpaid salaries. This economic hardship does not benefit the Respondent and should not be seen as violating the RSTP.

- The cited case CAS 2020/A/6927 involved intentional misconduct by the player, which is not the situation here.

V. JURISDICTION

50. Article R47 of the 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 him 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".*

51. It is undisputed between the Parties that CAS has jurisdiction to adjudicate the matter at hand, which they confirmed by their signature of the Order of Procedure.

52. The Sole Arbitrator is satisfied that, also according to Article 50 (1) of the FIFA Statutes, CAS has jurisdiction to hear this case and decide on the matter.

VI. ADMISSIBILITY

53. Article R49 of the Code reads as follows:

> "*In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against".*

54. According to Article 50 (1) of the FIFA Statutes, appeals "*shall be lodged with CAS within 21 days of receipt of the decision in question*".

55. The Sole Arbitrator notes that all requirements mentioned in the provision set out above are fulfilled. In particular, both the Statement of Appeal and the Appeal Brief were filed in a timely manner.

56. On 7 October 2024, the Appellant requested a 25-day extension to file the Appeal Brief.

On 8 October 2024, the CAS Court Office, on behalf of the CAS Director General, granted a 10-day extension to the Appellant in accordance with R32 of the Code. On the same day, the CAS Court Office notified the Respondent of the Appellant's request and invited the Respondent to submit its comments on the remaining 15-day extension. On 11 October 2024, the Respondent declared that it did not consent to the extension of the deadline by an additional 15 days for the Appellant to file its Appeal Brief. On 14 October 2024, the CAS Court Office informed the Parties that the Appellant's request regarding an additional extension of 15 days to file its Appeal Brief will be decided by the President of the Appeals Arbitration Division, in accordance with R32 of the Code. On 15 October 2024, the President of the Appeals Arbitration Division partially granted the Appellant's request and extended the deadline for the Appellant to submit its Appeal Brief by another 10 days, i.e. until 30 October 2024. On 30 October 2024, the Appellant filed its Appeal Brief, pursuant to Article R51 of the Code.

57. The appeal is therefore admissible.

VII. APPLICABLE LAW

58. Article R58 of the Code reads 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".*

59. Neither the Employment Agreement, nor the Supplementary Agreement nor the Standard Employment Contract make specific reference to a law applicable in case of dispute.

60. Item 2.1 of the Employment Agreement holds the following: "*The present Contract is regulated by the provisions of the Standard Employment Contract, as these have been agreed between the Cyprus Football Association (CFA) and the Cyprus Footballers' Union (PASP) and as these provisions have been codified in Annex 1 of the CFA Registration and Transfer of Players Regulations"*. However, both Parties frequently refer to the FIFA RSTP in their written and oral submissions.

61. According to Article 187(1) PILA, "*[t]he arbitral tribunal shall rule according to the law chosen by the parties or, in the absence of such a choice, according to the law with which the action is most closely connected".*

62. Article 49 para. 2 of the FIFA Statutes stipulates the following: *"The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law".*

63. Against this background, the Sole Arbitrator concludes that the present dispute is to be resolved according to the corresponding FIFA regulations, in particular the FIFA RSTP, and that Swiss law shall be applied subsidiarily.

VIII. MERITS

64. The following issues will be addressed by the Sole Arbitrator in turn:

a) Whether the Respondent had just cause to terminate the Employment Agreement and the Supplementary Agreement

b) The Appellant's claim

c) The Respondent's duty to mitigate damages

d) Financial Consequences

A. Whether the Respondent had just cause to terminate the Employment Agreement and the Supplementary Agreement

65. According to Article 14bis par. 1 FIFA RSTP, a player has just cause to unilaterally terminate a contract, if a club unlawfully fails to pay a player at least two monthly salaries on their due dates, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligations.

66. The RSTP do not explicitly govern the question whether the 15-day deadline remains unchanged if the last day of the deadline is a Saturday, a Sunday or a public holiday, or if such 15-day deadline automatically extends to the next working day thereafter.

67. In this regard, the Sole Arbitrator fully concurs with the considerations contained in CAS 2020/A/7134, paras. 61ss, and the conclusions in paras. 82s.

68. In addition, the Sole Arbitrator also considers that FIFA is a private association under Swiss law and has the freedom to define its internal regulations and policies. In addition, FIFA is the global governing body of football and as such strives to issue regulations which are independent of local or national peculiarities, with a view to ensuring a level playing field and equality for the different stakeholders involved in football. Hence, the Sole Arbitrator observes that if the 15-day deadline as stipulated in Article 14bis RSTP would be subject to an extension if the last day falls on a local "non-working day", this might likely lead to considerable uncertainty amongst the stakeholders involved, especially in an international context, where (foreign) players are often not accustomed to local public holidays.

69. Against this background, the Sole Arbitrator concludes that FIFA has purposefully remained silent on this issue in the interest of a globally equal and uniform application of Article 14bis RSTP and that FIFA's RSTP do not contain a legal loophole *(lacuna)* in this respect. Accordingly, the 15-day deadline contained in Article 14bis RSTP shall not automatically be extended to the next working day if the last day of such deadline falls on a Saturday, a Sunday or a public holiday. To the contrary, it is the clubs' responsibility to comply with the deadline, even if such deadline elapsed on a Saturday, Sunday or public holiday.

70. In its Appeal Brief, the Appellant conceded that, by 5 April 2024, the Appellant was in

default of EUR 18,000 as part of the January 2024 salary, of EUR 28,000 as part of the February 2024 salary, and of EUR 28,000 as part of the March 2024 salary. Thus, the Sole Arbitrator concludes that, by 5 April 2024, i.e. when the Player sent his default notice to the Appellant, the Appellant owed more than two monthly salaries to the Respondent.

71. In addition, in its letter to the Respondent dated 21 April 2024, the Appellant acknowledged that it owed a total amount of EUR 92,660 to the Player. Thus, the Sole Arbitrator concludes that the full amount to be paid by the Appellant to the Player by 20 April 2024 was EUR 92,660 and not EUR 74,000, as alleged and/or paid by the Appellant on 22 April 2024 at 10:59 am.

72. As the Respondent sent his default notice to the Appellant on 5 April 2024, granting a 15-day deadline for payment in full, the last day for payment was 20 April 2024.

73. The Respondent expressed his understanding that the banks were closed on 20 April 2024 in Cyprus and granted the Appellant an additional deadline for full payment in the amount of EUR 92,660 by 22 April 2025 09:00 am, thus extending the deadline by an additional 33 hours.

74. However, the Appellant conceded that it did not pay the Respondent until 22 April 2024 10:59 am. In addition, the Appellant conceded that it only paid an amount of EUR 74,000.

75. Thus, the Sole Arbitrator concludes that (1) the Appellant did not comply with the deadline and (2) the Appellant failed to pay the Respondent in full within the deadline.

76. Accordingly, since the deadline expired on 22 April 2024 09:01 am, and as the Appellant failed to pay the Respondent in full by the end of the deadline, the Sole Arbitrator concludes that the Respondent had just cause to unilaterally terminate the Employment Agreement and the Supplementary Agreement on 22 April 2024 after 09:01 am, in application of Article 14bis RSTP.

B. The Appellant's claim for compensation

77. As the Respondent terminated the Employment Agreement and the Supplementary Agreement with just cause, the Appellant's claim for compensation becomes obsolete. It is thus to be rejected in its entirety.

C. The Respondent's duty to mitigate damages

78. According to Article 17 par. 1 FIFA RSTP, the party in breach shall pay compensation equal to the residual value of the contract that was prematurely terminated. If the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early.

79. As correctly stated by the Appellant, in accordance with the general principle of fairness, a player must act in good faith after the breach by the club and seek for other employment, showing diligence and seriousness. This principle is aimed at limiting the damages deriving from breach of contract and at avoiding that a possible breach committed by a

club could turn into an unjust enrichment for the injured party (CAS 2015/A/4346, para. 104).

80. The duty to mitigate should not be considered satisfied when, for example, the player deliberately fails to search for a new club or unreasonably refuses to sign a satisfying employment contract, or when, having different options, he deliberately accepts to sign the contract with worse financial conditions, in the absence of any valid reason to do so (CAS 2015/A/4346, para. 105).

81. However, if a club submits that a Player did not accept the best available offer, it must be noted that the burden of proof in this regard lies with the club that invokes the player's hypothetical income from a new contract as a reason for the reduction of the compensation owed. The burden of proof that a player intentionally failed to accept the best contract lies with the club claiming it and relying on such allegation (Commentary on the RSTP, 2023 edition, p. 184; CAS 2006/A/1062, para. 23).

82. In addition, as held by previous CAS panels, a player involved in a contractual dispute regarding breach of contract normally encounters difficulties in finding a new club, especially if the respective proceedings are still pending.

83. Clubs are generally not particularly interested in signing a player that is involved in a contractual dispute with his former club. As a result, a player may be prevented from mitigating his damages (CAS 2012/A/3033, para. 145).

84. Furthermore, a player may reject a contract offer that does not match the player's abilities or that is significantly below the previous financial terms without this having any adverse consequences for the player (CAS 2005/A/909-912, para. 10.4).

85. The Appellant submitted that the Respondent could have earned something, if he would have accepted a new contract with another Club. The Appellant, however, failed to provide any evidence, that the Respondent had any offers or that the Respondent deliberately refused an offer.

86. Based on the evidence on file, the Sole Arbitrator is convinced that there is no reason to conclude that the Respondent would not have accepted an offer presented to him. Accordingly, the Sole Arbitrator concludes that the Player did not breach his duty to mitigate damages.

D. Financial Consequences

87. To summarise, based on the Agreements, the starting point for the calculation of the unpaid salary and of the compensation (for the residual value of the contract) is as follows:

Employment Agreement	31/01/24-31/05/24	EUR 25,000.00 net
Supplementary Agreement	31/01/24-31/05/24	+ EUR 115,000.00 net
Employment Agreement	31/08/24-31/05/25	+ EUR 50,000.00 net

Supplementary Agreement	31/08/24-31/05/25	+ EUR 225,000.00 net
Amount paid by the Club	Months before termination	- EUR 10,000.00 net
Amount paid by the Club	on 22/04/2024	- EUR 74,000.00
Total outstanding		**EUR 331,000.00**

88. As to the calculation of the unpaid salary for April 2024: the total monthly salary due to the Player amounted to EUR 28,000.00 net (EUR 5,000.00 under the Employment Agreement and EUR 23,000.00 under the Supplementary Agreement). The daily *pro rata* amount was thus EUR 933.33 net/day (calculating 30 days/month). It follows that by 22 April 2024, the Club should have paid the Player a total of EUR 104,533.33 (3 x EUR 28,000.00 + EUR 20,533.33). EUR 10,000.00 were paid during the months before termination, and another EUR 74,000.00 were paid on 22 April 2024 (*i.e.* the equivalent of 3 x EUR 28,000.00). This means that, by 22 April 2024, the Club owed the Player the amount of EUR 20,533.00 in terms of outstanding salary (under the Employment Agreement and the Supplementary Agreement). This amount has remained unpaid until today and should have been considered as the amount of outstanding salary under the Contract at the moment of the termination. However, the Appellant merely requested the CAS to "[u]*phold the present appeal, set aside the decision of the FIFA DRC and declare that the Respondent terminated his employment relationship without just cause and is not entitled to any* ***compensation*** *by the Appellant*" (emphasis added). The Appellant only requested the correction of the amount of the compensation and did not request a recalculation of the outstanding remuneration. In application of the principle of *ne ultra petita*, the Sole Arbitrator thus concludes that the Appealed Decision is to be confirmed in this regard. Accordingly, and in confirmation of the Appealed Decision, the outstanding remuneration payable to the Player remains at EUR 28,000.00 plus 5% interest *p.a.* as from 23 April 2024 until the date of effective payment.

89. As to the calculation of the compensation, Article 17(1)(i) RSTP holds:

"*In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated*".

90. As the Parties did not include a compensation clause in the Employment Agreement, the Sole Arbitrator moves to calculating the compensation in the sense of Article 17(1) RSTP.

91. The 2023 Commentary of the RSTP states the following (p. 183):

"*If a club prematurely terminates a contract without just cause, or seriously breaches its contractual obligations such that the player is provided with just cause to terminate the contractual relationship early, the method used to calculate the compensation due to the player can, in principle, be based on the traditional notion of damage in the strict economic sense; this is the way it is applied in the SCO, for example. According to this definition of "damage", the player should be compensated by an amount corresponding to what they would have earned up to the ordinary expiry of the term of their existing*

contract, minus what they earned under their new contract, or could have earned elsewhere, over the same period.

Readers will be familiar with the principle of "positive interest". According to this principle, the amount of compensation should, in simple terms, put the injured party in the position they would have been in had the breach of contract not occurred".

92. The residual value corresponds to the amount the Respondent would have earned if the Employment Contract and the Supplementary Contract had been duly complied with until the agreed expiration of the contractual term, *i.e.* from 23 April 2024 until 30 June 2025.

93. Turning to the calculation of the Compensation for the residual value of the Contract: for April 2024, 8 days remained unpaid after the termination. At a daily *pro rata* amount of EUR 933.33, this equals an amount of EUR 7,466.67. In addition, another EUR 28,000.00 are owed by the Appellant for the month of May 2024. This amounts to a total of EUR 35,466.67 for the remainder of April (i.e. as from 23 April) 2024, and the entire month of May 2024.

For the months of August 2024 until May 2025 (10 months) a total of EUR 275,000.00 is owed.

94. The total amount due as compensation for the remaining 8 days of April 2024 (EUR 7,466.67), the month of May 2024 (EUR 28,000.00) and the period of August 2024 until May 2025 (EUR 275,000.00) amounts to a total of EUR 310,466.64. However, the Respondent did not file a separate appeal and merely requested the confirmation of the Appealed Decision (*i.e.* EUR 303,000 as compensation for breach of contract without just cause).

95. As a consequence, and again in the application of the principle of *ne ultra petita,* the Sole Arbitrator decides that the Appellant owes EUR 303,000.00 to the Player as compensation for breach of contract without just cause, as held in the Appealed Decision. Thus, the Appealed Decision is to be confirmed with regard to the amount of compensation.

96. Finally, and as correctly stated in the Appealed Decision, the Respondent refrained from claiming interest on the Compensation. Thus, the Appealed Decision is to be confirmed in this regard and no interest is to be awarded to the Respondent in relation to the compensation.

IX. FINAL CONCLUSION

97. In consideration of all evidence on file and the submissions made by the Parties, the Sole Arbitrator concludes that:

i) The Respondent (the Player) had just cause to terminate the Contract prematurely on 22 April 2024.

ii) The Appellant (the Club) shall pay to the Respondent (the Player) an amount of EUR 28,000.00 as outstanding remuneration, plus 5% interest *p.a.* from 23 April

2024 until effective payment.

iii) The Appellant (the Club) shall pay to the Respondent (the Player) an amount of EUR 303,000 as compensation for breach of contract.

iv) The Club's appeal is dismissed in its entirety.

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

X. COSTS

(…)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 30 September 2024 by Anorthosis Famagusta FC against the decision issued on 22 August 2024 by the Dispute Resolution Chamber of the Football Tribunal of the Fédération Internationale de Football Association is dismissed.

2. The decision issued on 22 August 2024 by the Dispute Resolution Chamber of the Football Tribunal of the Fédération Internationale de Football Association is confirmed.

3. (…).

4. (…).

5. All other or further requests or motions for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 28 August 2025

THE COURT OF ARBITRATION FOR SPORT

Oliver Jaberg
Sole Arbitrator