CAS 2025/A/11553 Anorthosis Famagusta FC v. Hélder José Castro Ferreira & FIFA

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Kwadjo Adjepong, Lawyer in London, United Kingdom

in the arbitration between

Anorthosis Famagusta FC, Famagusta, Cyprus

Represented by Mr Loizos Hadjidemetriou, Attorney-at-law, LH Law, Nicosia, Cyprus

- Appellant -

and

Mr Hélder José Castro Ferreira, Fafe, Portugal

Represented by Mr Frederico Barreira, Attorney-at-law, TBVM, Guimarães, Portugal

- First Respondent -

Fédération Internationale de Football Association, Zurich, Switzerland

Represented by Mr Alexander Jacobs, Senior Legal Counsel, FIFA, Coral Gables, Florida, USA

- Second Respondent -

I. PARTIES

1. Anorthosis Famagusta FC (the "Appellant" or the "Club") is a Cypriot football club affiliated to the Cyprus Football Association ("CFA").

2. Mr Hélder José Castro (the "First Respondent" or the "Player") is a Portuguese professional football player.

3. The Fédération Internationale de Football Association ("FIFA" or the "Second Respondent") is the international governing body of football. FIFA is an association under Article 60 of the Swiss Civil Code ("SCC") headquartered in Zurich, Switzerland.

4. The Player and FIFA shall jointly be referred to as the "Respondents", where applicable.

5. The Appellant and the Respondents shall jointly be referred to as the "Parties", where applicable.

II. FACTUAL BACKGROUND

A. Background Facts

6. Below is a summary of the relevant facts and allegations based on the Parties' written submissions, pleadings and evidence adduced and at the hearing. Additional facts and allegations found in the Parties' written submissions, pleadings and evidence 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 refers in his Award only to the submissions and evidence he considers necessary to explain his reasoning.

7. On 28 June 2022, the Player and the Club entered an employment contract (the "Contract") valid until 31 May 2024.

8. Clause 1.3 of the Contract stated the following:

"1.3. The Player's remuneration shall be as follows:

1.3.1. From 31/08/2022 until 31/05/2023, a monthly gross salary of €11'498.78, a total annual of €114'987.78 (€10'000.00 net monthly, a total annual of €100'000,00 net).

1.3.2. From 31/08/2023 until 31/05/2024, a monthly gross salary of €11'498.78, a total annual of €114'987.78 (€10'000.00 net monthly, a total annual of €100'000.00 net)."

9. Clause 2 of the Contract stated:

"2.1. 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.

2.2. The terms of the Standard Employment Contract constitute an integral part of the present Contract having full and direct implementation."

10. Clause 13 of the Standard Employment Contract in Cyprus, referred to in clause 2.2 of the Contract, stated:

"Any employment dispute between the Club and the Player shall fall under the exclusive jurisdiction of the National Dispute Resolution Chamber of the CFA and shall be resolved according to the applicable regulations of the CFA."

11. On 30 June 2022, the Player and the Club entered a supplementary agreement (the "Supplementary Agreement") which stated:

"[…] *The parties wish to enter into the present private agreement.*

IT IS HEREBY AGREED AS FOLLOWS:

1.The Club will pay to the Player, for the period starting 31/08/2022 and ending 31/05/2023 the additional amount of €120.000 (one hundred and twenty thousand euro) net in stages and subject to the terms of the present agreement, in 10 (ten) equal monthly instalments of €12.000 (twelve thousand euro) net.

2.The Club will pay to the Player, for the period starting 31/08/2023 and ending 31/05/2024 the additional amount of €120.000 (one hundred and twenty thousand euro) net in stages and subject to the terms of the present agreement, in 10 (ten) equal monthly instalments of €12.000 (twelve thousand euro) net.

[…]

OTHER CLAUSES

14. All and every disputes the Parties explicitly and irrevocably agree that will be introduced exclusively ("exclusive agreed jurisdiction") before the competent authority and/or committee and/or body of the Cyprus FA. Any decision of the competent committee and/or authority and/or body of the Cyprus FA might be appealed only before Court of Arbitration of Sporty based In Lausanne, Switzerland by a Panel consisting of one (1) member and using the English language. The Regulations of FIFA and Cyprus FA and the legislation of Republic of Cyprus will be used by the hearing committees at all stages […]*"*

12. From February 2023, during the 2022/23 season, the Appellant experienced significant financial difficulties which resulted in the Club failing to pay salaries to its players and

staff. In particular, the Club failed to pay the Player's salary for March 2023, April 2023 and May 2023.

13. On 20 June 2023, the Player, through his lawyer, formally requested a net payment of EUR 66,000 within a 15-day deadline for his outstanding salary for March 2023, April 2023 and May 2023 in accordance with the Contract and Supplementary Agreement.

14. On 2 July 2023, the Player and the Club concluded a Payment Plan Agreement (the "Payment Plan") which stated the following:

"3. The amount due to the Player shall be settled and paid by the Club as follows:
3.1. € 22.000 (twenty-two thousand euro) or before 3/7/2023.
3.2. € 22.200 (twenty-two thousand euro) or before 14/7/2023.
3.3. € 22.000 (twenty-two thousand euro) or before 31/7/2023.
3.4. € 10.000 (ten thousand euro) or before 15/8/2023.

3.4. If the Club fails to make any of the above payments by the due date, an immediate one time penalty of €25.000,00 (twenty-five thousand euros) will apply on the day following the due date and the Club recognize the Player the right to terminate the employment agreement with only a written communication from the Player.
[…]

5. Disputes shall be subject to the jurisdiction of the FIFA DRC, as the competent first-instance body with regard to disputes of an international dimension, pursuant to the relevant provisions of the FIFA Regulations on the Status and Transfer of Players."

15. On 3 July 2023, the Club paid the Player EUR 22,000.

16. On 7 August 2023, the Player formally requested a net amount of EUR 79,000 relating to (a) EUR 22,000 in outstanding salary in accordance with the Contract and the Supplementary Agreement (b) EUR 54,000 as the 2nd, 3rd, and 4th instalments in accordance with the Payment Plan and (c) a penalty of EUR 25,000 under the Payment Plan. The Player provided the Club with a 15-day deadline. The Club then paid the Player the 2nd instalment of EUR 22,000.

17. On 3 April 2024, the Player formally requested payment of a net sum of EUR 139,000. This amount corresponded to (a) the net amount of EUR 32,000 as the 3rd and 4th instalments under the Payment Plan due on 15 August 2023; (b) a penalty of EUR 25,000 under the Payment Plan and (c) "[…] *13.000€/net (part of December 2023); 23.000€/net (January 2023); 23.000€/net (February 2023);* [and] *23.000€/net (March 2023)* […]". The Player gave the Club a 15-day deadline.

18. On 23 April 2024, the Player sent a termination notice to the Club by email mentioning that the amounts claimed in his default notice remained unpaid.

19. On 15 May 2024, the Player sent correspondence to the Club mentioning that he would wait until 30 May 2024 for payment or a proposal from the Club to avoid a dispute.

20. On 17 June 2024, after the expiry of the Contract, the Player signed for an Armenian club (Noah Football Club) and entered an employment contract that was valid from 22 June 2024 until the end of the 2025/2026 season.

III. PROCEEDINGS BEFORE THE FIFA DRC

21. On 29 November 2024, the Player filed a claim against the Club before the FIFA DRC. The Player argued that he had just cause to terminate the Contract and requested outstanding remuneration and compensation for breach of contract.

22. On 28 February 2025, the Club provided its response to the Player's claim. The Club questioned FIFA's jurisdiction to hear the claim and argued that, in accordance with the Contract, the claim should be determined by the Dispute Resolution Chamber of Cyprus. However, FIFA determined that it did have jurisdiction to hear the dispute. The Payment Plan referred to the jurisdiction of FIFA and therefore no exclusive tribunal had been chosen to resolve disputes.

23. On 15 May 2025 the FIFA DRC rendered its decision (the "Appealed Decision") as follows:

"1. The Football Tribunal has jurisdiction to hear the claim of the claimant, Helder Jose Castro Ferreira.

2. The claim of the Claimant, Helder Jose Castro Ferreira, is partially accepted.

3. The Respondent, Anorthosis Famagusta, must pay to the Claimant the following amount(s):

- EUR 137,000 as outstanding remuneration.

- EUR 25,000 as contractual penalty.

- EUR 23,000 as compensation for breach of contract.

4. Any further claims of the Claimant are rejected.

5. Full payment (including all applicable interest) shall be made to the bank account

indicated in the ***enclosed*** *Bank Account Registration Form.*

6. ***The Respondent shall be banned from registering any new players, either nationally or internationally, for the next two entire and consecutive registration periods following the notification of the present decision.***

7. If the aforementioned sum plus interest is not paid within 30 days of notification of this decision, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for its consideration and formal decision."

24. On 11 June 2025, the Appealed Decision was notified to the Parties.

25. The reasons provided by the FIFA DRC for the Appealed Decision were as follows:

    a. First, under the terms of the Contract, Supplementary Agreement, Payment Plan and art. 14bis of the FIFA Regulations on the Status and Transfer of Players ("RSTP"), the claimed amounts had remained unpaid by the Club and the requirements of art. 14bis were fulfilled.

    b. Secondly, the requirements of art. 14bis para. 1 had been met, which provides that if a club unlawfully fails to pay a player at least two monthly salaries on their due dates, the player will have just cause to terminate his contract if the debtor club is put in default in writing and has failed to meet a 15-day deadline to comply with its financial obligations. The Player had not received the 3rd and 4th instalment of the Payment Plan and his salary under the Contract and Supplementary Agreement from December 2023 to May 2024; and the Club was put in default on 3 April 2024, i.e., at least 15 days before the Player unilaterally terminated the Contract on 20 April 2024.

    c. Thirdly, although the Player had a duty to mitigate his loss under art. 17 para. 1 lit. ii) of the FIFA RSTP which allows the fact a player signed with another club to be considered in the calculation of compensation for breach of contract, the Player only found new employment after the expiration of the Contract. As a result, the standard two-transfer window registration ban under Art. 17(4) of the FIFA RSTP was imposed.

26. On 23 June 2025, after the Appealed Decision had been rendered and notified, the Appellant filed an additional submission together with the settlement agreement (the "Settlement Agreement"), claiming that on the 1 May 2025, the Appellant and the First Respondent had entered a Settlement Agreement. The Settlement Agreement stipulated that the Club would pay the Player EUR 200,000 in four instalments between June 2025 and November 2025. If the Club defaulted on payment, all sums would immediately become due in addition to a EUR 25,000 penalty. The Appellant submits that due to an oversight it failed to notify FIFA of the Settlement Agreement.

27. The authenticity of the Settlement Agreement dated 1 May 2025 is strongly disputed by FIFA.

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

28. On 27 June 2025, the Appellant filed its statement of Appeal with the Court of Arbitration for Sport (the "CAS") against the Respondents in accordance with Articles R47 and R48 of the 2023 edition of the Code of Sports-Related Arbitration (the "CAS Code"), with respect to the Appealed Decision. The Appellant requested to submit this

matter to a Sole Arbitrator and the Second Respondent agreed to such request. The First Respondent failed to provide their position regarding the number of arbitrators therefore the Deputy President of the CAS Appeals Division confirmed that a Sole Arbitrator would be appointed in due course.

29. On 1 July 2025, the Appellant made an Application for Provisional Measures requesting CAS to (i) order the provisional stay and/or the provisional suspension of the registration ban imposed on the Appellant, until the final resolution of the present appeal; or (ii) alternatively, order the Second Respondent to allow the Appellant to register all players with whom it reached an agreement until 21 June 2025 and/or at least 11 June 2025. The Application for Provisional Measures included a witness statement from the First Respondent dated 26 June 2025 stating that: a settlement agreement had been signed with the Club on 1 May 2025; the Club was in full compliance with the settlement agreement; it was the obligation of the Club to inform FIFA of the settlement; and the Player did not object to the lifting of the transfer ban.

30. On 15 July 2025, FIFA stated that it did "*not object to the Appellant's request for provisional measures in view of the particular circumstances of this case*", "*without prejudice to FIFA's position on the merits of the Appeal*".

31. On 16 July 2025, the Player stated that he did not have any objection to the Club's application for provisional measures and the stay of the sporting sanctions imposed.

32. On 24 July 2025 the Appellant's Application for Provisional Measures was granted by the Deputy President of the CAS Appeals Division.

33. On 31 July 2025, the CAS Court Office informed the Parties, in accordance with Article R54 of the CAS Code, and on behalf of the Deputy President of the CAS Appeals Arbitration Division, that the arbitral tribunal appointed to decide the present matter was constituted as follows:

Sole Arbitrator: Mr Kwadjo Adjepong, Lawyer in London, United Kingdom

34. On 4 August 2025, following extensions to the deadline, the Appellant filed its Appeal Brief with CAS in accordance with Article R51 of the CAS Code.

35. On 10 September 2025, the Second Respondent filed its Answer in accordance with Article R55 of the CAS Code. However, the First Respondent did not file an Answer.

36. On 2 October 2025, following representations from the Parties, the CAS Court Office wrote to the Parties to confirm on behalf of the Sole Arbitrator that a hearing would take place on 30 October 2025 by videoconference, and the Parties shall call to be heard by the Sole Arbitrator such witnesses and experts referred to in their written submissions.

37. On 6 October 2025, the CAS Court Office wrote to the Parties requesting that they sign and return the Order of Procedure. The Order of Procedure was duly signed by the

Appellant and by the Second Respondent on 6 October 2025. The First Respondent failed to reply to the request to sign the Order of Procedure.

38. On 30 October 2025, a hearing was held by videoconference. At the outset of the hearing, the Parties confirmed that they had no objection to the constitution of the Panel. Also, the Parties confirmed that there were no preliminary matters to address.

39. In addition to the Sole Arbitrator and Mr Francisco Mateo Pavía, (CAS Counsel), the following people attended the hearing by videoconference:

- For the Appellant:
  - Mr Loizos Hadjidemetriou, Attorney-at-law, LH Law, Nicosia, Cyprus
- For the Second Respondent:
  - Mr Alexander Jacobs, Senior Legal Counsel, FIFA

40. The First Respondent failed to attend the hearing and was unrepresented.

41. The Panel heard opening and closing submissions from the legal representatives for the Parties. The Sole Arbitrator instructed the witness to tell the truth, subject to the sanctions of perjury under Swiss law. The Panel heard oral evidence from the following witness, who was subjected to examination and cross-examination as well as questions from the Sole Arbitrator:

- Mr Kyriakos Prastitis, President, Anorthosis Famagusta FC

42. At the end of the hearing, the Parties confirmed that their right to be heard had been respected and they had no objection to the way the hearing had been conducted.

V. SUBMISSIONS OF THE PARTIES

43. The Appellant's submissions, in essence, may be summarised as follows:

- The Appealed Decision must be set aside because the present dispute was settled before the issuance of the decision. The dispute is moot and the Appealed Decision should never have been issued.
- If CAS does not accept the Appellant's position, it should still proceed to set aside the Appealed Decision, for the following reasons:

  (i) The Appealed Decision is contradictory to the Settlement Agreement and if it is not set aside, it will detrimentally affect the rights of the First Respondent;

(ii) The Appellant was not given the right to be heard before the imposition of the sporting sanction;

(iii) The application of art. 17.4 of the FIFA RSTP was incorrect because the FIFA DRC took into account irrelevant and incorrect facts;

(iv) Art. 17.4 of the FIFA RSTP lacks legal certainty and sanctions imposed under it are arbitrary and/or unlawful; and

(v) The registration ban imposed on the Appellant is disproportionate in the specific circumstances of this dispute.

- According to Swiss law, namely Article 208, para.2 of the Swiss Civil Procedure, settlement agreements have the same effect as a binding decision. If such an agreement has been concluded prior to the issuance of a final decision and the court is duly notified thereof, the competent body must dismiss the proceedings.

- The decision in *CAS 2020/A/6793* para. 79 confirmed: "[…] *The parties' decision incorporated in such* [a settlement] *agreement is binding, as this clearly stems from the provisions of Article 208, para. 2 of the Swiss Civil Procedure Code* […]'. In addition, according to Article 241 of the Swiss Civil Procedure Code: "[…] *A settlement, acceptance of the claim or withdrawal of the action has the same effect as a binding decision* […]" and "[…] *the Court shall dismiss the proceedings*".

- As the Second Respondent can also confirm, the long-standing practice of FIFA is to reject all claims when and if a settlement agreement has been concluded. Even if the settlement was concluded after the issuance of the decision but before its notification to the parties.

- The facts in *CAS 2013/A/3283* are very similar to the present case. In that dispute, a settlement agreement had been concluded between the Parties during the FIFA proceedings and prior to the issuance of a decision. However, this agreement had not been communicated to FIFA and just like in the present case, FIFA proceeded issuing a decision. In that case, the CAS Panel held that to determine whether an appealed decision had to be confirmed or overturned, it was necessary to evaluate whether the settlement agreement was valid and binding and whether it superseded all prior agreements between the Parties. The Panel found that the agreement was intended to definitively resolve the dispute and, as a result, this was enough to set aside the appealed decision.

- The violation of the rights of the First Respondent dictate that the Settlement Agreement must prevail, as it entitles him to receive EUR 200,000, plus a contingent penalty of an additional EUR 25,000, whereas under the Appealed Decision he would receive only EUR 185,000, without any interest. As a result, the Appellant submits it cannot be legally justified to set aside part of the Appealed Decision, the monetary award, but retain the validity of the sporting sanction if CAS accepts the dispute was settled prior to the issuance of the Appealed Decision.

- The Appellant's right to be heard has been violated. This practice of FIFA is contrary to every principle of Swiss and EU law and FIFA cannot defend itself by saying that the RSTP gives it the right to impose such a sanction. The mere existence of this right on its own is not enough to justify the imposition of such harsh sanctions, without informing the Party in risk of being sanctioned that a sanction might be imposed on it and without first giving it the right to be heard. Art. 17.4 of the FIFA RSTP, as repeatedly argued by FIFA and accepted by CAS, does not provide an automatic imposition of a registration ban. There is a possibility that FIFA could have decided differently, had it given the Appellant the right to be heard. In addition, the sanction is disproportionate.

- FIFA considered irrelevant and incorrect facts to impose a sporting sanction under art. 17.4 of the FIFA RSTP (which only enables FIFA to impose a sporting sanction for a breach of contract in a protected period). Although it is correct that the breach occurred in a protected period, art. 17.4 of the FIFA RSTP does not state that, in deciding whether to impose a sporting sanction against a club, FIFA will consider a club's record in previous cases.

- In paragraph 60 of the Appealed Decision the FIFA tribunal said that the Appellant is a repeat offender and referred to three decisions issued against it. However, two of those three decisions, i.e. the FPSD 14478 and the FPSD 14602, are not yet final decisions as they are appeals pending before CAS.

- Art. 17.4 of the FIFA RSTP encompasses a complete lack of legal certainty. FIFA declares that the imposition of a registration ban is not mandatory if a club breaches a contract within the protected period and reiterates that the imposition of such a ban lies within its absolute discretion which is overly broad and vague. The imposition of disciplinary sanctions for a behaviour or an action not explicitly prohibited by law or regulations is unfair.

- The FIFA regulations cannot be contrary to EU law, i.e. the right of free movement of workers and EU Competition Law. In *Diarra* (C-650/22) it was held by the ECJ that art. 17.4 of the RSTP is contrary to fundamental EU law principles. It was stated that when a body applying a sanction does not have the power to adapt it on a case-by-case basis according to specific criteria or circumstances, the sanction imposed bears no relation of proportionality to the breach (see *FIFA v BZ "Diarra*" C-650/22, 2024).

44. As a result of the above submissions, the Appellant requests the following relief:

A. Set aside and annul the part of the Decision which awarded outstanding remuneration and compensation to Respondent [1].

B. Set aside and annul the part of the Decision with which a transfer ban under art. 17.4 of the FIFA RSTP was imposed on the Appellant.

C. Declare that the contractual dispute between the Appellant and Respondent [1] *had been fully settled with the settlement agreement dated 01/05/2025 which retains its validity and enforceability.*

D. Alternatively to the above requests, decide that art. 17.4 is contrary to Swiss and EU law, lacks legal certainty and the registration ban imposed on the Appellant is unlawful and/or arbitrary and must therefore be set aside.

E. Alternatively to the above requests, decide that in implementing art. 17.4 the FIFA Football Tribunal took into account irrelevant and/or incorrect facts and as a result the registration ban must be set aside and/or reduced to cover only one registration period.

F. Alternatively to the above requests, decide that the registration ban imposed on the Appellant is disproportionate and must therefore be reduced to cover only one registration period.

45. The First Respondent failed to make any written submissions and failed to attend the hearing before CAS.

46. The Second Respondent's submissions can be summarised as follows:

- The Appellant stakes its entire appeal on the alleged existence of the Settlement Agreement which had allegedly been concluded on 1 May 2025 and prior to the issuance of the Appealed Decision. However, there is no objective or credible timestamped evidence provided that the Settlement Agreement was concluded prior to the issuance of the Appealed Decision. For example, there are no emails, WhatsApp messages or other documents confirming the contemporaneous communication that supposedly led to the Settlement Agreement.

- As held in *CAS 2023/A/9876* paras. 80 and 82, *"determining the signature date of the Settlement Agreement is of critical importance* […]*"* and *"*[…] *the alleged signing date must be stringently and carefully reviewed, so to avoid opening a backdoor and an easy way out for the concerned party to avoid a sporting sanction once they have been imposed by the FIFA DRC and notified to the concerned party by means a FIFA DRC decision".*

- In the absence of any verifiable evidence, FIFA questions the existence of the Settlement Agreement and whether it was signed before the Appealed Decision. FIFA submits that the Appellant and the Player signed the Settlement Agreement, after the Appealed Decision was notified to the Parties, with the sole purpose of avoiding the sporting sanctions imposed on the Appellant.

- The Appellant carries the burden of proof as to the correct date of the Settlement Agreement. As stated in *CAS 2023/A/9876* para. 92-93, *"*[…] *the majority of the Panel finds that the Appellant did not meet the required burden and standard of proof* […] ***not a single written piece of evidence has been produced by the***

Appellant to support or corroborate that the Settlement Agreement was actually signed on 4 July 2023*. In fact, there are no e-mails, WhatsApp messages, phone-logs or other documents on file that confirm any kind of communication between the Player's and the Club's legal representatives on the alleged date of signing (4 July 2023), or in the days ahead hereof.* […] *There are no electronic traces of evidence on record in the form of e.g., a computer log or otherwise to ascertain when the final agreement or the preceding drafts were made* […]*".* (emphasis added).

- The Appellant intended to rely on the witness testimony of Mr Marninos Mitrou (former General Director of the Appellant) and Mr Rafail Demetriou (CEO of the Appellant). However, Mr Mitrou and Mr Demetriou did not attend the hearing before CAS and were not able to demonstrate to the required standard of proof that the Settlement Agreement was indeed signed on 1 May 2025.

- The Settlement Agreement does not affect the imposition of sporting sanctions. As held in *CAS 2023/A/9876* para. 75, *"*[…] *the Panel must conclude that* ***the Appealed Decision stands and should not be affected by a subsequent "horizontal" settlement of the financial claims*** *and counterclaims between the Player and the Club, when it comes to the "vertical effects" of the Article 17(4) proceedings with respect to the sporting sanctions imposed on the Club".* (emphasis added)

- FIFA's consent would still be required for the lifting of sporting sanctions, even if a settlement agreement was concluded in the horizontal dispute, as e.g. in *CAS 2022/A/8805* (para. 65). Moreover, it is well established that settlement agreements do not have an annulling effect on the imposition of sporting sanctions (e.g. in *CAS 2021/A/8161 & 8162*).

- CAS jurisprudence has consistently confirmed that neither FIFA nor CAS are bound by settlement agreements when disciplinary sanctions are at stake, as illustrated in *CAS 2013/A/3221* para. 8.20. *"Under all circumstances, the Panel finds that neither FIFA nor the CAS, as far as potential disciplinary sanctions are concerned, is automatically under an obligation to respect and comply with a settlement agreement between two parties* […]*".*

- Sporting sanctions against the Appellant are fully justified. Article 13 of the RSTP clearly establishes that the only way a contract can be terminated is by the expiration of its term: "*A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement*." This regulation establishes one of the pillars underpinning the RSTP and serves as a core objective of the football transfer system: the principle of contractual stability between professional players and clubs.

- The Appellant is essentially a repeat offender, engaging in serious misconduct that has persisted over time (see cases FPSD-14478, FPSD-14602, and FPSD-14612) e.g. the termination of a player's contract during the first 2-3 years. This pattern

constitutes an aggravating factor that clearly reinforces the justification for imposing sporting sanctions, as consistently recognised by CAS. *CAS 2017/A/5056* para. 134 states "*the mere fact that the Club was held liable for breaching four employment contracts with players* [...] *is a very serious aggravating factor, which in addition to the mandatory prerequisite of breaching the employment relationship within the 'protected period', may legitimately lead the FIFA DRC to impose sporting sanctions on the Club, regardless of whether the Club can be classified as a 'repeat offender'*".

- The Appellant's argument, in its Appeal Brief, that "*the Tribunal proceeded on an erroneous factual premise*" because two out of the three referenced precedents "*are not yet final decisions*" is irrelevant and flawed. The Appellant deliberately misconstrues this additional substantiation as being a necessary requirement for the imposition of sporting sanctions. In CAS *2022/A/8953* paras. 112-116, the Sole Arbitrator found that *"it would not be appropriate to hold that the FIFA DRC would not be able to take into account a FIFA DRC decision when establishing whether a club is a repeat offender, merely because the decision would be appealed and pending with the CAS* […]*"*

- The sanctions are proportionate. Article 17(4) of the RSTP establish the disciplinary consequences that follow an unlawful breach of contract committed during the protected period. Therefore, once it is established that a player had just cause to prematurely terminate an employment contract during this period, the club in breach is liable to pay compensation to the player and will be subject to sporting sanctions. As such, one single breach of contract (the single mandatory prerequisite being that it occurred during the protected period), is by itself sufficient to justify the imposition of sporting sanctions pursuant to Article 17(4) RSTP. (see *CAS 2022/A/8953* para. 103)

47. As a result of the above the Second Respondent requests the following relief:

"Based on the foregoing, FIFA respectfully requests the Sole Arbitrator to:

a) reject the Appellant's requests for relief;

b) confirm the Appealed Decision in its entirety;

c) order the Appellant to bear the full costs of these arbitration proceedings; and

d) order the Appellant to make a contribution to FIFA's legal costs and expenses".

VI. JURISDICTION

48. 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 the CAS insofar as the statutes or regulations of the said body so provide*

or as the parties have concluded a specific arbitration agreement and insofar as the Appellant has exhausted the legal remedies available to him prior to the appeal, in accordance with the statutes or regulations of the said sports-related body."

49. Article R47 of the CAS Code confirms that an appeal against a decision of a federation, association or sport-related body, such as FIFA, may be filed "[...] *insofar as the Appellant has exhausted all the legal remedies available to him prior to the appeal* […]", as is the case here.

50. The jurisdiction of CAS also derives from Article 50(1) of the FIFA Statutes (May 2024 Edition) ("FIFA Statutes"), as it determines that:

"Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question."

51. In addition, Article 50(2) of the FIFA Statutes states that "*Recourse may only be made to CAS after all other internal channels have been exhausted*". The jurisdiction of CAS is not contested and is further confirmed by the signed Orders of Procedure, with respect to the Appellant and the Second Respondent.

52. In addition, clause 14 of the Supplementary Agreement relating to "Other Clauses" confirms that the Player and Club agree to the jurisdiction of CAS.

53. It follows that CAS has jurisdiction to hear, adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

54. Article R49 of the Code provides 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 of a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.*"

55. The admissibility of the Appeal is not contested by the Parties.

56. Under Article 50 of the FIFA Statutes, decisions adopted by FIFA legal bodies, such as the FIFA DRC, can be appealed within 21 days from their notification.

57. The Appealed Decision was rendered on 15 May 2025. On 11 June 2025, the Appealed Decision was notified to the Parties. Following this, on 27 June 2025 the Appellant lodged his appeal before CAS, i.e., within the 21 days allotted under Article 50 of the FIFA Statutes.

58. Furthermore, the appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

59. It follows that the appeal is admissible.

VIII. APPLICABLE LAW

60. Article R58 of the Code provides as follows:

> "*The Panel shall decide the dispute according to the applicable regulations and 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 application of which the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.*"

61. According to Article 49(2) of the FIFA Statutes, the provisions of the CAS Code shall apply to the proceedings. Pursuant to the same article, the CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.

62. Given that the Appealed Decision was rendered by the FIFA DRC, the FIFA Statutes and regulations – namely the June 2024 edition of the FIFA RSTP and the March 2023 edition of the FIFA Procedural Rules Governing the Football Tribunal (hereinafter the "Procedural Rules"), constitute the applicable law to the matter at hand and Swiss law shall be applied subsidiarily should the need arise to fill a possible gap in the FIFA regulations.

IX. MERITS

63. The Appellant argues that the Appealed Decision must be set aside because the present dispute was settled on 1 May 2025, before the issuance of the FIFA DRC decision rendered on 15 May 2025, and therefore the decision is moot and should never have been issued. However, FIFA argues that in the absence of any verifiable contemporaneous evidence, it questions the authenticity and timing of the Settlement Agreement. FIFA submits that the Appellant and the Player signed the Settlement Agreement after the Appealed Decision was notified with the sole purpose of avoiding the sporting sanctions imposed on the Appellant.

64. As a result of the above, the key issues for the Sole Arbitrator to determine are:

    a. Was the Settlement Agreement signed on 1 May 2025, as the Appellant claims, or was it signed after the Appealed Decision was rendered and notified to the Parties and subsequently backdated to 1 May 2025, as FIFA submits?

b. If the Settlement Agreement was in fact signed after the Appealed Decision was notified and backdated to 1 May 2025, should the sporting sanctions imposed on the Club nevertheless be lifted?

A. Was the Settlement Agreement signed on 1 May 2025, as the Appellant claims, or was it signed after the Appealed Decision was rendered and notified to the Parties and subsequently backdated to 1 May 2025, as FIFA submits?

The applicable burden and standard of proof

65. Under Swiss law, that is applicable subsidiarily, Article 8 of the Swiss Civil Code (SCC) states that: "[u]*nless the law provides otherwise, the burden of proving the existence of an alleged fact shall rest on the person who derives rights from that fact*".

66. This position is supported by CAS jurisprudence which provides that "[i]*n CAS arbitration, any party wishing to prevail on a disputed issue must discharge its 'burden of proof', i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue.*" (see *CAS 2009/A/1909*)

67. FIFA challenges the authenticity of the date reflected in the Settlement Agreement on the basis that it was allegedly backdated to 1 May 2025 (i.e., before the Appealed Decision was rendered and notified) for the purpose of avoiding sporting sanctions. It could be argued that FIFA bears the burden of proving its allegation that the Settlement Agreement was backdated.

68. However, the Sole Arbitrator considers that a strict application of the general rule may not be appropriate in the specific circumstances of this case. This conclusion follows from the application of the general principle of procedural fairness, which recognises that where one party is significantly better placed than the other to produce evidence of a given fact, that party bears a duty to substantiate and explain that fact (see *CAS 2011/A/2384*; *CAS 2017/A/5045*). Here, it is the Appellant itself (i.e., the party that negotiated and allegedly concluded the Settlement Agreement with the Player on 1 May 2025) that is better placed than FIFA to produce evidence as to the precise date on which the agreement was signed.

69. The Appellant negotiated and signed the Settlement Agreement with the Player. The Appellant therefore should have direct access to all the relevant documents and evidence showing when the agreement was actually concluded on that date. FIFA, on the other hand, was not involved in those negotiations and has no way of independently finding out or verifying the exact date when the agreement was signed. It would not be procedurally fair to require FIFA –a third party to the Settlement Agreement– to prove a date that is exclusively within the knowledge of the Appellant and the Player.

70. As a result, the Sole Arbitrator finds that the burden of proving the date on which the Settlement Agreement was concluded rests with the Appellant.

The date of the Settlement Agreement

71. The date on which the Settlement Agreement was concluded is central to the determination of this dispute.

72. The Sole Arbitrator notes that, according to Swiss law, namely Article 208, para. 2 of the Swiss Civil Procedure Code, settlement agreements have the same effect as a binding decision. Therefore, if such an agreement has been concluded prior to the issuance of a final decision, and the court is duly notified, the proceedings must be dismissed.

73. This was confirmed in *CAS 2020/A/6793* para. 79 which provides: "[…] *The parties' decision incorporated in such agreement is binding, as this clearly stems from the provisions of Article 208, para. 2 of the Swiss Civil Procedure Code* […]'. In addition, according to art 241 of the Swiss Civil Procedure Code: "[…] *A settlement, acceptance of the claim or withdrawal of the action has the same effect as a binding decision* […]" and "[…] *the Court shall dismiss the proceedings*".

74. In light of the above, if, as according to the Appellant, the Settlement Agreement was signed before the Appealed Decision was made and notified to the Parties, there was no case for the FIFA DRC to consider in relation to breach of contract and no damages to be awarded to the Player. As a result, there would be no case for FIFA to decide and no registration ban to be imposed. Settlement would effectively bring the proceedings to an end and there would be no consideration of a sporting sanction in the form of a registration ban. However, as noted in *CAS 2023/A/9876* paras. 80-82, registration bans are a harsh sanction for professional football clubs and that might lead a club to go to great lengths to avoid that sanction. Therefore, in circumstances where the date of the Settlement Agreement is disputed, the alleged signing date should be subject to scrutiny *"to avoid opening a backdoor and an easy way out for the concerned party to avoid sporting sanctions once they have been imposed by the FIFA DRC and notified to the concerned party by means of a FIFA DRC decision"* (*CAS 2023/A/9876* para. 82).

75. At the hearing before CAS on 30 October 2025, Mr Kyriakos Prastitis, President of Anorthosis Famagusta, gave witness evidence in support of the Appellant's case. Mr Prastitis explained that when he and his colleagues took over the Club in October 2024, he had to resolve several issues due to the mismanagement of the previous board. Mr Prastitis said he did not retain WhatsApp messages or emails because, in this case, he was able to resolve issues with the Player through phone calls and face to face meetings with his agent in Cyprus who he referred to as "Mr Costa". Mr Prastitis said he ultimately agreed, at a meeting at the agent's café, that the Player would be paid EUR 200,000 in compensation under the Settlement Agreement. The settlement negotiations were said to have taken place from November 2024, before being finalised on 1 May 2025.

76. Mr Prastitis said in evidence that, due to his lack of experience, he did not realise that he would need to retain emails and WhatsApp messages relating to the Settlement Agreement. Mr Prastitis said, at that time, he was just trying to keep the Club alive. Mr Prastitis said both he and the Club did not realise the need to notify FIFA of the Settlement Agreement when it was made on 1 May 2025. Mr Prastitis also said he only

realised notification was required in June 2025 when trying to use the FIFA Transfer Management System ("TMS"). The failure to notify the FIFA DRC that the case had been settled was said to have occurred due to an oversight, as the Club was dealing with over 30 other similar cases. Mr Prastitis was unsure whether it was he who drafted the Settlement Agreement or the Club's CEO. In relation to the precise circumstances in which the Settlement Agreement was finalised, Mr Prastitis said he took the Settlement Agreement to the agent, Mr Costa, who sent it back to him signed having liaised with the Player. The process needed to draft and finalise the Settlement Agreement was said to have been concluded in three or four weeks. Mr Prastitis rejected the assertion by FIFA that the Settlement Agreement was backdated after the Appealed Decision had been provided. In relation to the registration ban imposed by the FIFA DRC, Mr Prastitis said that sanction (banning the Club from registering new players for two consecutive transfer periods) could potentially lead to the closure of the Club.

77. Despite the evidence given by Mr Prastitis, the date of the Settlement Agreement is strongly disputed by FIFA who emphasised the decision in *CAS 2023/A/9876* (paras. 80 and 82), based on similar facts to the current case, which held that: *"determining the signature date of the Settlement Agreement is of critical importance* […]*"* and *"*[…] *the alleged signing date must be stringently and carefully reviewed, so to avoid opening a backdoor and an easy way out for the concerned party to avoid a sporting sanction once they have been imposed by the FIFA DRC and notified to the concerned party by means a FIFA DRC decision"*. The decision in *CAS 2023/A/9876* also found that *"*[…] *the majority of the Panel finds that the Appellant did not meet the required burden and standard of proof* […] ***not a single written piece of evidence has been produced by the Appellant to support or corroborate that the Settlement Agreement was actually signed on 4 July 2023****. In fact, there are no e-mails, WhatsApp messages, phone-logs or other documents on file that confirm any kind of communication between the Player's and the Club's legal representatives on the alleged date of signing"*.

78. As the circumstances in this case are very similar to *CAS 2023/A/9876*, FIFA submits that there is no objective or credible timestamped evidence provided that the Settlement Agreement was concluded prior to the issuance of the Appealed Decision. These submissions are persuasive. If FIFA's submission is correct and the Settlement Agreement was backdated after the Appealed Decision was issued and notified, the Sole Arbitrator would have no basis to set aside the sporting sanctions imposed by the FIFA DRC.

79. The Sole Arbitrator notes that the absence of contemporaneous evidence relating to the signing of the Settlement Agreement undermines the Appellant's case. In addition, the evidence given by Mr Prastitis contained insufficient detail of the precise circumstances in which the Settlement Agreement was negotiated, created and concluded, e.g. exactly where the Settlement Agreement was finalised, when and by whom.

80. The Sole Arbitrator notes that the First Respondent provided a short written witness statement dated 26 June 2025 in support of the Appellant's case. However, it is unfortunate and detrimental to the Appellant's case that the Player did not attend the hearing to give evidence in support of the Appellant. The First Respondent failed to

respond to correspondence from CAS concerning the hearing and failed to meaningfully engage with the CAS proceedings. Moreover, although the Appeal Brief stated that witness evidence in support of the Appellant's case would be provided by Marinos Mitrou, former General Director of Anorthosis Famagusta and Mr Rafail Demetriou, CEO of Anorthosis Famagusta, it is unfortunate that none of these individuals gave evidence at the CAS hearing. In addition, the Player's agent, Mr Costa, who was purported to have played a key role in finalising the Settlement Agreement, did not attend the CAS hearing to give evidence relating to the date of the Settlement Agreement. The lack of important witness evidence, and contemporaneous documentary evidence, in support of the Appellant inevitably undermines the strength of its case. As a result, the Sole Arbitrator finds that the Appellant has failed to discharge its burden to prove that the Settlement Agreement was concluded on 1 May 2025 before the Appealed decision was rendered and notified.

81. The Appellant submits that the facts in *CAS 2013/A/3283* are similar to the present case. In that dispute, a settlement agreement had been concluded between the parties during the FIFA proceedings and prior to the issuance of a decision. That agreement had not been communicated to FIFA, like in the present case, but FIFA proceeded issuing a decision. However, that decision can be distinguished from the present case because, unlike this present case, there was no dispute about the date the settlement agreement was concluded. In addition, the CAS Panel were satisfied that the date of the agreement was correct, it had not been backdated and was agreed before the FIFA decision was notified to the parties. In addition, in *CAS 2013/A/3283* the club had honoured the Settlement Agreement by paying the outstanding sums due to the player such that the subsequent FIFA DRC decision was redundant. As confirmed by the CAS Panel in that case: *"*[…] *the Panel considers that the Settlement Agreement was not only effective and binding on the Parties, but its fundamental obligations, i.e. the payment of EUR 300,000* […] *were duly executed."* As a result, the Panel concluded that *"the Appealed Decision, which was taken in ignorance of the effective and binding Settlement Agreement, should be set aside* […]*"* (*CAS 2013/A/3283* paras. 67 and 70). The present case differs from *CAS 2013/A/3283* in that what is contested between the Parties is the date on which the Settlement Agreement was concluded and whether its terms have been complied with is not in dispute in the present proceedings.

82. In all the circumstances of this case, given that the Appellant was unable to provide compelling evidence to confirm the date of the Settlement Agreement, the Sole Arbitrator finds that it is more likely than not that the Settlement Agreement was backdated to avoid the consequences of the sporting sanctions under Art. 17.4 of the FIFA RSTP.

83. The Sole Arbitrator notes that the Appellant was unable to provide sufficient documentary evidence or witness testimony to support or corroborate its assertion that the Settlement Agreement was signed on 1 May 2025, before the decision of the FIFA DRC on 15 May 2025. Therefore, as mentioned in paragraphs 46 and 77 above, the Appellant sought to use the Settlement Agreement as a "*way out* […] *to avoid a sporting sanction once* […] *imposed by the FIFA DRC"* (*CAS 2023/A/9876* para. 82).

B. If the Settlement Agreement was in fact signed after the Appealed Decision was notified and backdated to 1 May 2025, should the sporting sanctions imposed on the Club nevertheless be lifted?

84. It must be preliminarily noted that, under the Swiss law of obligations, a mere incorrect date in a contract does not automatically render it invalid, as it is not *per se* considered as an essential element under Swiss law (Ariane Morin; in Thévenoz/Werro (eds.), *Commentaire romand, Code des obligations I*, Art. 1-252 CO, 3rd edition, 2021, ad Art. 2 CO, N. 3-5; and WILHELM, C., "La date est-elle une condition de validité d'un contrat ?", Wilhelm Avocats, 26 February 2017). The CAS has confirmed this view in various awards i.e. *CAS 2022/O/9346*, paras. 63 ff, where the contract had likely been backdated (possibly due to the fact that a party misunderstood the legal relationship between two entities, and then tried to rectify this mistake by concealing the true timing of the assignment). In any event, the Sole Arbitrator notes that none of the Parties to the present proceedings is requesting that the Settlement Agreement be declared invalid.

85. Having made this preliminary observation and previously concluded, on the basis of the evidence, that the Settlement Agreement was not signed before the Appealed decision was made and notified, the Sole Arbitrator concludes that the Appealed Decision stands and should not be affected by a subsequent "horizontal" settlement of the financial claims between the Player and the Club when it comes to the "vertical" effects of Article 17(4) of the FIFA RSTP with respect to the sporting sanctions imposed on the Club.

86. The Appellant submits that, should the Sole Arbitrator not accept the above position regarding the date of the Settlement Agreement, they should still proceed to set aside the Appealed Decision. The Appellant submits the Appealed Decision should also be set aside because, although the Appellant concedes that it was responsible for a breach of contract during a protected period, Art. 17.4 of the RSTP lacks legal certainty and the sanctions imposed under it are arbitrary, unlawful and the registration ban imposed (for two consecutive transfer periods) is disproportionate.

87. The Appellant argues that its right to be heard has been violated by the FIFA DRC and the RSTP does not give FIFA the right to impose sporting sanctions in this case. The Appellant argues the existence of this right on its own is not enough to justify the imposition of such sanctions, without informing the party at risk of being sanctioned by first giving it the right to be heard. The Appellant submits that existing jurisprudence does not provide an automatic imposition of a registration ban under Art 17.4 of the FIFA RSTP.

88. FIFA disputes the Appellant's submissions and asserts that sporting sanctions against the Appellant are fully justified by the FIFA RSTP. In particular, Article 13 of the RSTP clearly establishes that the only way a contract can be terminated is by the expiration of its term or by mutual agreement. Therefore "[a] *contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement*." As a result, this regulation establishes one of the pillars underpinning the

RSTP and serves as a core objective of the football transfer system: the principle of contractual stability between professional players and clubs. FIFA refers to the Appellant as a "*repeat offender*", engaging in serious misconduct that has persisted over time (see cases FPSD-14478, FPSD-14602, and FPSD-14612).

89. FIFA also submits in response that, irrespective of the Settlement Agreement, the financial claims fall within a *horizontal* dispute between the Appellant and the Player in relation to breach of contractual liabilities. However, the sporting sanctions imposed by the FIFA DRC form part of a *vertical* dispute between the Club and FIFA which can give rise to disciplinary measures under Art. 17 of the FIFA RSTP. As such, FIFA argues that settlement agreements do not have an annulling effect on the imposition of sporting sanctions (see *CAS 2023/A/9876* and *CAS 2021/A/8161 & 8162*). FIFA argues that the Appellant's claims that the sporting sanctions are disproportionate are without merit. FIFA submits that Art. 14 of the FIFA RSTP confirms that a single breach of contract in the protected period is sufficient to justify sporting sanctions in the form of a registration ban for two consecutive periods, and that this is just, proportionate and the regulatory standard.

90. The Sole Arbitrator finds that the FIFA DRC was entitled to form the view that the repeated pattern of contract termination by the Club, during a protected period, constitutes an aggravating factor that reinforces the justification for imposing sporting sanctions. This principle has been recognised by CAS (see *CAS 2017/A/5056* para. 134) which states "[…] *the mere fact that the Club was held liable for breaching four employment contracts with players* [...] *is a very serious aggravating factor, which in addition to the mandatory prerequisite of breaching the employment relationship within the 'protected period', may legitimately lead the FIFA DRC to impose sporting sanctions on the Club, regardless of whether the Club can be classified as a 'repeat offender'*."

91. The Sole Arbitrator considers that the Appellant's arguments that the FIFA DRC did not respect its rights to be heard under EU law and Swiss law to be without merit. The Appellant was the subject of a number of cases before the FIFA DRC in relation to breach of contract. As a result, the Appellant had an opportunity in all these proceedings to exercise its right to be heard and make representations, given the likelihood that the FIFA DRC would impose sporting sanctions. Moreover, given the Appellant's familiarity with proceedings before the FIFA DRC it knew, or ought to have known, that where there has been a breach of contract within a protected period the FIFA DRC were entitled to impose a sporting sanction under Art. 17.4 of the FIFA RSTP in the form of a registration ban.

92. The Appellant also submits that existing jurisprudence does not support the imposition of an automatic sporting sanction in the form of a registration ban in these circumstances but fails to particularise any persuasive jurisprudence to support this assertion. In fact, there is persuasive jurisprudence to the contrary which provides that sporting sanctions in the circumstances of this case are an inevitable consequence of the Appellant's breach of contract and the FIFA DRC did not act arbitrarily (*CAS 2021/A/8161 & 8162*).

93. The Sole Arbitrator finds that, the fact that the Appellant has also appealed the other FIFA decisions to CAS, relating to similar circumstances, is immaterial and the FIFA DRC were entitled to impose sporting sanctions on the Appellant in the form of a registration ban relating to new players for two entire and consecutive periods. The registration ban imposed by the FIFA DRC in this case was the regulatory standard for a case of this kind pursuant to Art. 17.4 of the FIFA RSTP i.e. that *"*[The Club] *shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods* […]*".*

94. The Appellant submits that the imposition of the registration ban under Art. 17.4 of the FIFA RSTP is disproportionate. However, there is no evidence that Art. 17.4 of the FIFA RSTP is *"evidently and grossly disproportionate"*. Therefore, the Sole Arbitrator finds that the registration ban by the FIFA DRC was not disproportionate and this sporting sanction was a proportionate means of achieving the legitimate aim, to act as a deterrent to clubs to avoid breaching contracts in protected periods in contravention of the FIFA RSTP, and to safeguard contractual stability.

95. The Appellant also submits that the FIFA regulations are contrary to EU law, i.e. the right of free movement of workers and EU competition law. The Appellant emphasises that in the case of *Diarra* (C-650/22) in October 2024 it was held by the ECJ that Art. 17.4 of the RSTP was contrary to fundamental EU law principles. However, the Sole Arbitrator notes that, although the decision of the ECJ concluded that some aspects of the FIFA RSTP raised issues of EU law, it did not conclude that FIFA could not have rules to protect contractual stability. The Sole Arbitrator also notes that the specific factual circumstances of this case are not identical to that of *Diarra*. This case does not involve a breach of the FIFA RSTP where a player leaves a club without just cause or a situation in which a player's new club actively induced the player to breach their contract, raising the potential issue of joint and several liability of a player and their new club.

96. In any event, in January 2025, in response to the decision in *Diarra*, FIFA implemented its Interim Regulatory Framework to address the infringements relating to the RSTP. The updated RSTP, including this framework, confirmed that in respect of Art. 17.4 of the FIFA RSTP *"*[a] *sporting sanction shall be imposed (i) on any club found to be in breach of contract during the protected period* […]*. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods* […] *The club shall be able to register new players* […] *following the complete serving of the sporting sanction"*. As a result of the above, and the Appellant's admission of its breach of contract within a protected period, the Sole Arbitrator finds that the Appellant failed to operate in accordance with the principles of contractual stability required by the RSTP and therefore sporting sanctions were legitimately imposed by the FIFA DRC in accordance with Art 17.4 of the FIFA RSTP.

97. Having carefully considered the reasoning of the FIFA DRC for imposing sporting sanctions on the Club, and noting that the Club breached the Player's contract in a protected period and has rightly been characterised as a "repeat offender", the Sole Arbitrator concludes that the sporting sanctions imposed by the FIFA DRC on the Club

in the Appealed Decision are legitimate, proportionate and fully compliant with previous CAS jurisprudence, in particular *CAS 2023/A/9876*.

98. As a result of the above, the Appeal by Anorthosis Famagusta FC is dismissed.

99. The Sole Arbitrator reiterates that none of the Parties to the present proceedings is requesting that the Settlement Agreement be declared invalid. Indeed, the Sole Arbitrator notes that the Appellant is requesting that it be declared that the Settlement Agreement "*retains its validity and enforceability*"[1] and none of the Respondents – critically, not the Player, who was both signatory to the Settlement Agreement and a counterparty to the present proceedings – has objected to its validity. For the sake of completeness, it is of note that neither Party has made any requests and/or presented arguments regarding the degree of compliance with the Settlement Agreement and, therefore, these issues are beyond the scope of the present arbitration proceedings.

X. COSTS

(…)

[1] The Sole Arbitrator notes that the Appellant's request for relief (point C)) reads as follows: "*C. Declare that the contractual dispute between the Appellant and Respondent had been fully settled with the settlement agreement dated 01/05/2025 which retains its validity and enforceability*". For the reasons already mentioned, the Sole Arbitrator is not in a position to declare that the dispute was settled as of 1 May 2025.

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Anorthosis Famagusta FC on 27 June 2025 is dismissed.

2. The decision rendered on 15 May 2025 by the Dispute Resolution Chamber of FIFA is confirmed.

3. (…).

4. (…).

5. All other motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 14 April 2026

THE COURT OF ARBITRATION FOR SPORT

Mr Kwadjo Adjepong
Sole Arbitrator