



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11640 AVS - FUTEBOL, SAD v. FIFA and Welinton Junior Ferreira dos Santos

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland

Arbitrators: Mr Rui Botica Santos, Attorney-at-Law in Lisbon, Portugal
Mr Jordi López Batet, Attorney-at-Law in Barcelona, Spain

in the arbitration between

AVS – FUTEBOL, SAD, Portugal

Represented by Mr Fernando Veiga Gomes, Mr. Francisco Côrte-Real and Mr Mário Santos Paiva, Attorneys-at-Law in Lisbon, Portugal

- Appellant -

and

Fédération Internationale de Football Association, Switzerland

Represented by Mr Miguel Liétard Fernández-Palacios and Mr Rodrigo Morais, FIFA Litigation Department, Miami, United States of America

- First Respondent -

and

Welinton Junior Ferreira dos Santos, Brazil

Represented by Mr Pedro Macieirinha, Attorney-at-Law in Vila Real, Portugal

- Second Respondent -

I. PARTIES

1. AVS – FUTEBOL, SAD (the “Appellant” or “AVS”) is a professional football club with its registered seat in Vila das Aves, Portugal. It is affiliated to the Portuguese Football Federation (the “FPF”), which, in turn, is affiliated to the *Fédération Internationale de Football Association*.
2. *Fédération Internationale de Football Association* (the “First Respondent” or “FIFA”) is an association under Swiss law and has its registered office in Zurich, Switzerland. FIFA is the international governing body for the sport of football and exercises regulatory, supervisory and disciplinary functions over national associations, clubs, officials and players worldwide.
3. Welinton Junior Ferreira dos Santos (the “Second Respondent” or the “Player”) is a professional football player of Brazilian origin born on 8 July 1993.
4. AVS, FIFA and the Player are jointly referred to as the “Parties”, while the First Respondent and Second Respondent are jointly referred to as the “Respondents”.

II. FACTUAL BACKGROUND

A. Facts of the case

5. Below is a summary of the main facts established on the basis of the decision rendered by the FIFA Disciplinary Committee (the “FIFA DC”) on 2 June 2025 (the “Appealed Decision”), the submissions of the Parties and the evidence examined in the course of the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be referred to, where relevant, in connection with the later legal discussion. While the Panel has considered all the facts, allegations, legal arguments and evidence available in the present proceedings, only the submissions and evidence necessary to explain the reasoning of the award will be referred to in the following paragraphs.
 - a. *Prior proceedings between the Player and the sporting entities in Vila das Aves*
6. In Vila das Aves, a town in the north of Portugal in the municipality of Santo Tirso, historically existed the football club named Clube Desportivo das Aves (the “Original Aves”) which was founded in 1930. The operations of Original Aves were governed by *Sociedade Anónima Desportiva*, a special public limited company according to Portuguese law for sport clubs, named CLUBE DESPORTIVO DAS AVES, FUTEBOL, SAD (the “Original Aves SAD”).
7. On 24 July 2019, the Player signed an employment agreement with Original Aves SAD, for the sporting seasons 2019/2020, 2020/2021 and 2021/2022, *i.e.*, from 24 July 2019 until 30 June 2022 (the “Employment Agreement”).

8. On 15 March 2020, due to a then outstanding remuneration in the amount of EUR 30,000.00, the Player put Original Aves SAD in default and – after it failed to comply with the deadline set forth in the default notice and with an additional amount of EUR 10,000.00 which became due in April 2020 – terminated the Employment Contract on 6 April 2020. In addition to the then outstanding amount of EUR 40,000.00, the Player also requested a compensation amounting EUR 220,000.00.
9. As the Original Aves SAD failed to pay the claimed amount of EUR 260,000.00 to the Player, he lodged a claim before the FIFA Dispute Resolution Chamber (the “FIFA DRC”).
10. On 10 December 2020 the FIFA DRC rendered its decision Nr. REF 20-00611 (the “Original Decision”) and ruled the following:

“1. The claim of the Claimant, Wellington Junior Ferreira, is accepted.

2. The Respondent, CD Aves, has to pay to the Claimant outstanding remuneration in the amount of EUR 40,000, plus interests, calculated as follows:

- *5% interest p.a. over the amount of EUR 20,000 as from 23 October 2019 until the date of effective payment;*
- *5% interest p.a. over the amount of EUR 10,000 as from 5 March 2020 until the date of effective payment;*
- *5% interest p.a. over the amount of EUR 10,000 as from 5 April 2020 until the date of effective payment.*

3. The Respondent has to pay to the Claimant compensation for breach of contract in the amount of EUR 220,000, plus 5% interest p.a. as from 15 April 2020 until the date of effective payment.

[...]

6. In the event that the amounts due, plus interest as established above are not paid by the Respondent within 45 days, as from the notification by the of the [sic] relevant bank details to the Respondent, the following consequences shall arise:

- 1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid and for the maximum duration of three entire and consecutive registration periods. The aforementioned ban mentioned will be lifted immediately and prior to its complete serving, once the due amount is paid. (cf. art. 24bis of the Regulations on the Status and Transfer of Players).*
- 2. In the event that the payable amounts as per in this decision is still not paid by the end of the ban of three entire and consecutive registration periods, the*

present matter shall be submitted, upon request, to the FIFA Disciplinary Committee.”

11. On 3 February 2021, a registration ban was imposed on the Original Aves SAD following its failure to comply with the Original Decision.
12. Around October 2020, a new entity named Clube Desportivo Aves 1930 was founded in Vila das Aves (the “New Aves”).
13. After the Original Aves SAD was declared insolvent on 7 January 2021, the Player, on 2 March 2021, filed a request with the FIFA DRC by which New Aves should be deemed the sporting successor of the Original Aves SAD and, as the Original Aves SAD failed to comply with the Original Decision, the sporting sanctions, *i.e.*, the transfer ban for three consecutive transfer periods, should be imposed on New Aves.
14. On 11 February 2022, the Player was informed by FIFA that, after having conducted respective investigations, it was ruled that New Aves was the sporting successor of the Original Aves SAD and therefore, the Original Decision, including the sporting sanctions, applied to New Aves. Such ruling remained unchallenged by New Aves, resulting in it being final and binding.
15. On 22 August 2023, the sporting sanctions imposed on New Aves were automatically lifted, once the three consecutive transfer periods elapsed.

b. The Appellant’s history

16. On 6 September 2013, the Appellant was incorporated as União Desportiva Vilafranquense Futebol, SAD with seat in Vila Franca da Xira, a city in the Lisbon district. It was founded by the club União Desportiva Vilafranquense (the “Founding Club”).
17. On 24 February 2023, the Appellant and its founding club concluded a share purchase and sale agreement (the “SPA”) with Números Mouriscos – Unipessoal, Lda. (the “Buyer”) regarding the sale of the Founding Club’s remaining 10% of shares in the Appellant to the Buyer.
18. After the SPA was concluded and executed, the Buyer became the sole shareholder of the Appellant.
19. The SPA contained the following provisions (the “SPA-Obligations”):

“4.2. NÚMEROS MOURISCOS undertakes, by 30.06.2023, to remove the reference to the founding club from its firm or corporate name and to cease using the identifying signs of the CLUB, including the mark, symbol and colours or equipment of the CLUB, becoming a public limited sports company without a founding club, and shall change the same before the start of the 2023/2024 sports season.

4.3. Before the start of the 2023/2024 sports season, UDV, SAD shall move its registered office to outside the Municipality of Vila Franca de Xira, and shall elect and indicate to the LPFP a stadium to play its home matches.”

20. On 23 March 2023, the Appellant signed a lease agreement (the “Lease Agreement”) with Original Aves, who was still the owner of the real estate leased to the Appellant, *inter alia* the stadium “Estádio do Clube Desportivo das Aves” in Vila das Aves (the “Stadium”).
21. On 24 April 2023, the Appellant also changed its name to “AVS – Futebol, SAD”, which is still in use.

B. Proceedings before the FIFA DC

22. On 4 March 2024, the Player lodged his claim before FIFA, requesting the Appellant to be found the successor of New Aves (and, therefore, also of Original Aves and Original Aves SAD) and to be bound by the Original Decision, *i.e.*, to pay the amount of EUR 260,000.00 plus interest to the Player.
23. On 5 March 2024, the Secretariat to the FIFA Judicial Bodies (the “Secretariat”) opened further investigations. Accordingly, and upon request of the latter, the FPF provided FIFA with information and documentation related to the Original Aves, Original Aves SAD, New Aves and the Appellant.
24. On 2 June 2025, the FIFA DC passed the Appealed Decision, which reads, in its operative part, as follows:

“1. The Respondent, AVS - Futebol SAD, is found responsible for the debt(s) incurred by the club CD Aves 1930 and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 10 December 2020 Ref. 20-00611 (the Decision).

2. The Respondent is ordered to pay to the Creditor, Welinton Junior Ferreira dos Santos, as follows:

a. outstanding remuneration in the amount of EUR 40,000, plus interests, calculated as follows:

- 5% interest p.a. over the amount of EUR 20,000 as from 23 October 2019 until the date of effective payment;*
- 5% interest p.a. over the amount of EUR 10,000 as from 5 March 2020 until the date of effective payment;*
- - 5% interest p.a. over the amount of EUR 10,000 as from 5 April 2020 until the date of effective payment.*

- b. compensation for breach of contract in the amount of EUR 220,000, plus 5% interest p.a. as from 15 April 2020 until the date of effective payment.*
 - 3. *The Respondent is granted a final deadline of 30 days as from notification of the present Decision in which to pay the amount due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the Decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid.*
 - 4. *The Respondent is ordered to pay a fine to the amount of CHF 20,000. The fine is to be paid within 30 days of notification of the present decision.”*
25. On 11 July 2025, the FIFA DC notified the grounds of the Appealed Decision to the Appellant and the Second Respondent.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

26. On 1 August 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) pursuant to Article R47 and R48 of the Code of Sports-related Arbitration (2025 edition) (the “CAS Code”) against the Respondents regarding the Appealed Decision.
27. On the same date and together with the Statement of Appeal, the Appellant filed a “*Request for provisional measures concerning the suspension of the disciplinary sanctions imposed*”, which it withdrew on 7 August 2025.
28. On 6 August 2025, the CAS Court Office notified the Parties of the Statement of Appeal.
29. On 1 September 2025 and within the relevant time-limit, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
30. On 27 October 2025, the CAS Court Office informed the Parties that the Arbitral Tribunal appointed to hear the present matter was constituted as follows:
- President: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland
- Arbitrators: Mr Rui Botica Santos, Attorney-at-Law in Lisbon, Portugal
- Mr Jordi López Batet, Attorney-at-Law in Barcelona, Spain
31. On 11 November 2025 and within the relevant timeline, the Second Respondent filed its Answer (the “Player’s Answer”) in accordance with Article R55 of the CAS Code.
32. On 24 November 2025 and within the relevant time limit, the First Respondent filed its Answer to the Appeal (“FIFA’s Answer” or together with the Player’s Answer the “Answers”) in accordance with Article R55 of the CAS Code.

33. On 11 December 2025 and after having been duly consulted, the Parties were informed that the Panel had decided to hold a remote hearing on 2 February 2026.
34. On 13 January 2026 and within the relevant timeline, the Parties provided the CAS with the duly signed Order of Procedure.
35. On 2 February 2026, the hearing was held via video-conference. The Panel was assisted by Ms Lia Yokomizo, Counsel to the CAS. The following persons attended the hearing:
 - For the Appellant:
 - Mr. Fernando Veiga Gomes, Legal Representative
 - Mr. Francisco Côrte-Real, Legal Representative
 - Mr. Mário Santos Paiva, Legal Representative
 - Ms. Patricia Mendes, Legal Representative of the Buyer
 - Mr. Cristovão Andersen Leitão, Interpreter
 - Mr. Carlos Fiuza, Interpreter
 - For the First Respondent (FIFA):
 - Mr. Rodrigo Morais, Inhouse Legal Counsel
 - For the Second Respondent (Player):
 - Mr. Pedro Macieirinha, Legal Representative
 - Mr. Adithya Thomas, Legal Representative
 - Mr. Brice Belhumeur, Legal Representative
 - Witnesses called by the Appellant:
 - Henrique Sereno, former President of the Board of the Appellant
 - Miguel Socorro, Board member of the Club
 - Reinaldo Teixeira, President of Liga Portugal
 - Pedro Pereira, President of Club Desportivo das Aves 1930
 - Paulo de Mariz Rozeira, Executive Director of Liga Portugal
 - João Leal, Director of the FPF

- Miguel Marques, Head of the youth teams department

36. After the Parties' opening statements, the Appellant and the witnesses were examined, the Parties made their respective closing statements and a turn for rebuttal was also granted to them. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing all the Parties expressly declared that they did not have any objections with respect to the procedure and that their rights were duly respected.
37. On the same day, the evidentiary proceedings were closed.

IV. SUBMISSIONS OF THE PARTIES

38. The following outline of the Parties' positions is illustrative only and does not necessarily comprise each and every contention put forward by the Parties. The Panel has, however, carefully considered all the submissions made by the Parties, even if no explicit reference has been made in what immediately follows. The Parties' submissions and the content of the Appealed Decision were all taken into consideration.

A. Appellant

39. The Appellant filed the following requests for relief:

“1. this Appeal is admissible and well-founded; and

2. the Appealed Decision is annulled; and

3. the Appellant is declared as not responsible for de (sic) debts incurred by the club Clube Desportivo das Aves 1930, and as such is found not responsible for failing to comply in full with the FIFA decision rendered on 10 December 2020 ref. 20-00611; and

4. the Appellant is declared as not responsible for paying the Second Respondent the amounts detailed in point 2 (a) and (b) of the operative part of the Appealed Decision; and

5. It is declared that no ban on registering new players is imposed on the Appellant; and

6. the Appellant is declared as not responsible for the payment of the fine of CHF 20,000 (twenty thousand Swiss francs), as determined in point 4 of the operative part of the Appealed Decision; and

7. alternatively, should the Appellant be found liable to pay the Second Respondent the amounts referred to in point 2 (a) and (b) of the operative part of the Appealed Decision, any amounts received by the Second Respondent under the insolvency proceedings of Clube Desportivo das Aves – Futebol, SAD, or received from Clube Desportivo das Aves 1930 as Successor Debtor, shall be deducted from any amount determined in a final award in these proceedings; and

8. The First Respondent and the Second Respondent shall pay in full, or in the alternative, a contribution towards the costs and expenses, including the Appellants' legal costs and expenses, pertaining to these appeal proceedings before the CAS."

40. The arguments provided by the Appellant are the following:

- The Appellant is not a new club, but the *Sociedade Anónima Desportiva* (the "SAD") under Portuguese law, which was founded by the Founding Club in 2013. It moved to Vila das Aves after the Founding Club sold its remaining shares in the Appellant and after having considered other opportunities. The only link between Original Aves, Original Aves SAD, New Aves (together the "Aves Clubs") and the Appellant is the Lease Agreement regarding the Stadium. Particularly, no merger or acquisition between the Appellant and the Aves Clubs occurred and the Appellant was not founded to replace or succeed any other club.
- The relevant authorities, namely the FPF, the Portuguese League, the *Instituto Português do Desporto e Juventude* ("IPDJ"), and the Porto Football Association ("AFP") were aware of the process which the Appellant went through and approved it.
- The Appellant did not acquire the sporting license, registration, or competitive rights of Original Aves, Original Aves SAD or New Aves but earned its spot in the top tier of Portuguese football by sporting merit only.
- None of the individuals listed in the Appealed Decision have been transferred to the Appellant nor have any players at the professional level. The youth players were invited to go through a trial and the selected ones were then signed for the respective youth team. This, however, happened due to merit and individual negotiations and not due to acquiring the players as successor of New Aves. The Appellant neither received any training compensation nor solidarity contribution for players who played for the Aves Clubs, but only for such who played for them.
- As the Lease Agreement is the only link between the Appellant and the Aves Clubs, no sporting succession can be established by such connection as this would mean that a stadium could not be leased by another club without such club being potentially regarded as the successor of the stadium owning club. Further, it must be considered that the Lease Agreement is limited until 30 June 2033, meaning that it is indeed possible that the Appellant would have to search for another premise for its matches and practices. Considering a lease agreement to be sufficient for sporting succession would mean that – if the just mentioned scenario would occur – the Appellant could be considered also the successor of the owner of the then leased stadium. A conclusion that would be entirely unreasonable.
- To establish sporting succession the judicial body must assess the criteria on a case-by-case basis and weigh the criteria contextually. The absence of continuity in competition and management structure is a strong indicator against sporting succession. The criteria that were considered in the Appealed Decision like the club colours, the club emblem, the mascots or the name and its pronunciation were not

chosen to fabricate the impression of sporting succession, but were necessary by Portuguese law or have, like the colours, been used by the Appellant already before.

- The *ratio legis* of Article 24 para. 1 of the FIFA Disciplinary Code (the “FDC” [ed. 2023]) is to prevent the abusive use of corporate restructuring by clubs who seek to avoid the payments due to their creditors, *e.g.*, players and coaches. It aims to ensure the accountability of football clubs regardless of the legal entity. The Appellant’s transfer to Vila das Aves is not part of such abusive use of corporate law. Further, the relevant criteria to establish sporting succession is not met by the Appellant.
- Deeming the Appellant as the sporting successor of New Aves and by that as the indirect sporting successor of Original Aves and Original Aves SAD would be an extensive interpretation of Article 21 para. 4 FDC, as it would mean that the Appellant is the “*successor, of the successor, of the successor*”. Such extensive interpretation would contradict the applicable Swiss law, namely Article 1 of the Swiss Criminal Code (the “SCC”), which the Appellant deems to be applicable also to disciplinary measures as Article 21 para. 4 FDC is of punitive character.
- As the Appellant cannot be considered the sporting successor of New Aves, it is not liable for the debts towards the Player.

B. First Respondent

41. The First Respondent’s prayers for relief are as follows:

- “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.”.*

42. FIFA’s arguments may be summarized as follows:

- The relevant criteria to determine sporting succession is whether the alleged sporting successor intends to be seen as the sporting successor of another club. If so, following the principle *cuius commode, eius et incommode*, the respective sporting successor must also bear the potential inconveniences of succeeding the old club and cannot exclusively benefit from the prior club’s assets.
- When assessing the various criteria to determine whether the Appellant aimed to be perceived by the general public as the sporting successor of the Aves Clubs, it must be concluded that this is the case. The Appellant chose to use the same colours as the Aves Clubs, is using a rebranded version of the Aves Club’s emblem, leased the Stadium instead of remaining in the Estádio Rio Maior, which it used before and was still fit for use, has its headquarters where Original Aves and Original Aves SAD had theirs and which is located near the headquarters of New Aves, 86 youth players have

been signed by the Appellant and also 23 officials/coaches/staff. Additionally, and most importantly, the public perception – as it is demonstrated by various statements of former officials of the Aves Clubs – is that the Appellant is the sporting successor of New Aves.

- As the Appellant must be considered the sporting successor of New Aves, it is also bound by the Original Decision and therefore must pay to the Player the owed sum and – as it failed to do so in due time – must further be sanctioned according to Article 21 para. 1 and 4 FDC. Contrary to what the Appellant submits, such findings do not constitute an extensive interpretation of Article 21 para. 4 FDC.

C. Second Respondent

43. The Second Respondent filed the following requests for relief:

“a. To dismiss the appeal lodged by the Appellant Club in its entirety.

b. To confirm and uphold the decision rendered by the FIFA Disciplinary Committee passed on 2 June 2025.

c. To confirm that:

1. The Appellant, AVS - Futebol SAD, is found responsible for the debt(s) incurred by the club CD Aves 1930 and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on 10 December 2020 Ref. 20-00611 (the Decision).

2. The Appellant is ordered to pay to the Creditor, Welinton Junior Ferreira dos Santos, as follows:

a. outstanding remuneration in the amount of EUR 40,000, plus interests, calculated as follows:

- 5% interest p.a. over the amount of EUR 20,000 as from 23 October 2019 until the date of effective payment;

- 5% interest p.a. over the amount of EUR 10,000 as from 5 March 2020 until the date of effective payment;

- 5% interest p.a. over the amount of EUR 10,000 as from 5 April 2020 until the date of effective payment.

b. compensation for breach of contract in the amount of EUR 220,000, plus 5% interest p.a. as from 15 April 2020 until the date of effective payment.

3. The Appellant is granted a final deadline of 30 days as from notification of the Decision in which to pay the amount due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the

Decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid.

4. The Appellant is ordered to pay a fine to the amount of CHF 20,000. The fine is to be paid within 30 days of notification of the decision.

d. To order the Appellant Club to bear all the costs of the arbitration proceedings.

e. To order the Appellant Club to contribute to the legal and other costs incurred by the Respondent Coach in an amount to be determined by the Panel.

f. To reject any other or further claims submitted by the Appellant Club.”.

44. The Player reasons its requests with the following arguments:

- He is entitled to a total compensation amounting EUR 260,000.00 and default interest of 5% *per annum* following his termination of the Employment Agreement for just cause.
- When assessing the criteria of the club's name, the headquarters, the legal form of Original Aves SAD and the Appellant, the team colours, the players and other stakeholders that were transferred to the Appellant from New Aves, the category in which the Aves Clubs and the Appellant competed, the Stadium the Appellant now uses and the new emblem of the Appellant, the conclusion must be drawn that those criteria are met by the Appellant and it is the sporting successor of New Aves.
- The Appellant relies on a legalistic interpretation of Article 21 para. 4 FDC by arguing that it is a legal entity distinguished from the Aves Clubs. The *ratio legis* of said provision is to prevent a club from disappearing without paying its debts, just to remerge later as a different legal entity but using the assets of the dissolved club. The Appellant designed its operational identity, strategic direction and core fan-facing elements in a way to align itself with the existing football identity in Vila das Aves. To approve the Appellant's actions and to deny sporting succession would generate a loophole in the system that Article 21 para. 4 FDC aims to establish.
- The FPF is not authorized to decide on the application of the FDC, particularly not Article 21 para. 4. Its objective is to ensure the compliance of the change of name and headquarters as well as the licensing with the respective Portuguese sports law and regulations. However, the FPF provided factual evidence that the criteria of the stadium, colours, youth player recruitment and relocation to Vila das Aves were met by the Appellant and therefore, by citing the FPF, the Appellant provided evidence that speaks against it.
- The Appellant's argument regarding the Second Respondent's participation in the insolvency proceedings against Original Aves SAD is based on a misconception. While the bankruptcy proceedings are governed by Portuguese law and aim to administer the assets of a bankrupt entity among all creditors, the disciplinary provisions established by FIFA follow the goal to uphold the integrity of the sporting

system. As those systems do not interfere, the bankruptcy proceedings do not alter the fact that the Player's claims are still outstanding. Additionally, the Appellant does not provide any evidence of an alleged (partial) payment of the outstanding amount to the Player.

- Relying on CAS jurisprudence and by reiterating the findings of the Appealed Decision, the Player lastly concludes that the Appellant (i) is the sporting successor of New Aves, (ii) is liable for the debt owed by the latter to him and (iii) failed to comply with the Appealed Decision and therefore breached Article 21 FDC.

V. JURISDICTION, ADMISSIBILITY, APPLICABLE LAW

A. Jurisdiction

45. Article R47 of the CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.

46. The jurisdiction of CAS, which is not disputed, derives from Article 50 para. 1 of the FIFA Statutes as it determines that *“Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question”.*

47. The Parties further confirmed the jurisdiction of CAS by signing the Order of Procedure.

48. It follows that CAS has jurisdiction to decide on the present dispute.

B. Admissibility

49. Article R49 of the CAS 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”.

50. In addition, Article 50 para. 1 of the FIFA Statutes states:

“Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question”.

51. The grounds of the Appealed Decision were notified to the Parties on 11 July 2025 and the Statement of Appeal was filed on 1 August 2025, *i.e.*, within the twenty-one days set

by Article 50 para. 1 of the FIFA Statutes. The appeal complied with all other requirements of Article R48 *et seq.* of the CAS Code, including the payment of the CAS Court Office fee. The Respondents have not contested the admissibility of the appeal.

52. It follows that the Appeal is admissible.

C. Applicable Law

53. Pursuant to Article R58 of the CAS Code:

“[t]he 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”.

54. Additionally, 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”.

55. The Panel will decide the present dispute primarily in accordance with the FIFA Regulations and, subsidiarily, in accordance with Swiss law in case of any lacuna in the FIFA Regulations.

VI. MERITS

A. Overview and scope of the Appeal

56. According to Article R57 para. 1 of the CAS Code, the Panel has “*full power to review the facts and the law*”. As provided for in the CAS jurisprudence, the CAS appeals arbitration procedure thus entails a *de novo* review of the merits of the case as it is not confined to merely ruling whether the appealed decision is to be upheld or not (*e.g.*, CAS 2007/A/1394 p. 6; CAS 2022/A/9219, para. 74; CAS 2022/A/8882, para. 132). It is the role of the Panel to establish the merits of the case independently.

57. Regarding the CAS’ *de novo* power, such may also heal any procedural defects that may or may not have occurred before the previous deciding body (with further references CAS 2019/A/6409, para. 123 *et seq.*)

58. The questions of the case at hand are whether:

- i. the Appellant is the sporting successor of New Aves; and, if so

- ii. whether the Appellant is obliged to pay the total sum of EUR 260,000.00 plus interest of 5% *per annum* to the Player and the fine in the amount of 20,000.00 (the “Fine”) as set out in the Appealed Decision.

B. The Consequences of Sporting Succession

- 59. Before turning to the main question in the case at hand, the Panel wishes to elaborate on the consequences in case the Appellant would be qualified as the sporting successor of New Aves.
- 60. Initially, Article 21 para. 4 FDC must be considered, which reads as follows:

“The sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.”
- 61. Further, also Article 25 para. 1 of the FIFA Regulations on the Status and Transfer of Players (“RSTP”, [ed. 2025]) stipulates that:

“The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued by the Football Tribunal. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition.”
- 62. In their respective first sentence, the provisions establish that the sporting successor is bound by the obligations and decisions that were imposed on the predecessor. If the sporting predecessor failed to comply with its obligations, the successor is regarded as a non-compliant party as well.
- 63. *In casu*, it is undisputed that New Aves is the sporting successor of Original Aves SAD as it was ruled by FIFA on 11 February 2022. The obligations from the Original Decision were then lied upon New Aves and the sanction imposed on Original Aves SAD, *i.e.*, the ban to register new players for three consecutive transfer periods – was then imposed on New Aves and lifted, once it was served. Further, it is also established by the evidence at hand that New Aves did not oppose the ruling for it being the sporting successor of Original Aves SAD, rendering such decision final and binding.
- 64. As it then was New Aves who were bound by the Original Decision, it follows from the above provisions that – should the Panel find that the Appellant is the sporting successor of New Aves, which will thoroughly be examined below, it would also be bound by the Original Decision. Such finding would – contrary to the Appellant’s argumentation – not be an extensive interpretation of the aforementioned provisions. The question at hand is whether the Appellant succeeded New Aves (which previously was found to have succeeded Original Aves SAD). While it *de facto* appears as a succession-succession, it legally remains solely a matter of the succession between the Appellant and New Aves.

C. The alleged sporting succession of the Appellant

65. Before examining the criteria for sporting succession *in casu*, the Panel wishes to elaborate on the general regulatory and jurisprudential framework regarding sporting succession.
- a. *The ratio legis of the institute of sporting succession*
66. The *ratio legis* of the provision in Article 21 para. 4 FDC was clarified in various CAS awards. For example, in CAS 2020/A/7092 para. 76, the Panel stated – with reference to FIFA circular no. 1681 – that “[...] *the concept of “sporting successor” is mainly implemented in order to avoid abuse.*” In the respective FIFA Circular it is stated that: “*FIFA will act against the sporting successor of a debtor, a practice that has unfortunately become more common in recent years as clubs attempt to avoid mandatory financial responsibilities towards other clubs, players, managers, etc. (article 15 paragraph 4 FDC)* [currently Article 21 para. 4 FDC].”
67. However, this does not mean that “[...] *shady practices in itself, or rather fraudulent practices by parties trying to avoid payments, [...] constitute a conditio sine qua non in order to conclude that sporting succession occurred. In other words, sporting succession can exist even if there is absence of such practices. The same applies to the absence of bankruptcy proceedings. Put differently, sporting succession can also exist even if there is the absence of bankruptcy proceedings (see, inter alia, CAS 2013/A/3425 and CAS 2020/A/6884).*” (CAS 2020/A/7290 para. 88).
68. Therefore, the institute of sporting succession aims at avoiding the circumvention of clubs’ obligations towards their stakeholders, namely players and staff, but not exclusively in cases where such manoeuvres would consist of “*shady*” or “*fraudulent*” behaviour.
- b. *The criteria established by the relevant regulations and jurisprudence*
69. Initially, it should be stated that the above-cited provisions contain a list of criteria which must be assessed when determining whether a respective club is the sporting successor of another club. The listed criteria are the “*headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition*”. Such list is, as established by constant CAS jurisprudence, *e.g.*, in CAS 2020/A/7543 para. 53, non-exhaustive, which is also indicated by the provisions themselves, as they explicitly mention that the listed criteria are relevant “*among others*”.
70. When examining the numerous CAS jurisprudence regarding sporting succession, it follows that the predominant factor is the public perception of the new club or – to say with other words – whether the new club has presented itself in the public in a way that it sought to be seen as the successor of the previous club and by that, to profit from their assets. For example, in CAS 2020/A/7290, para. 78 *et seq.* it was stipulated as follows:
- “78. *As a first important point of departure and to have this distinction clear, the Sole Arbitrator emphasizes that the issue of the succession of two sporting clubs might*

be different than if one were to apply civil law regarding the succession of two separate legal entities. As such, the mere fact that two parties appeared as two separate legal entities is, so the Sole Arbitrator finds, not a decisive factor to rule out sporting succession. The Sole Arbitrator underlines that the question is not whether the Appellant is the legal successor of the Old Club. The central question to address by the Sole Arbitrator in this case is whether the Appellant is the sporting successor of the Old Club.

79. In addition, and for the sake of further clarity, the Sole Arbitrator also emphasises, as opposed to the concept of legal succession, that in the context of sporting succession it is of relevance to determine this concept in light of the eyes of the general public. In other words, so the Sole Arbitrator finds, the picture the alleged sporting successor presents to the general public is of relevance. A parallel can be drawn with the “sporting name” of a club, which is the name under which a club appears in public. The Sole Arbitrator will attach much weight to these circumstances in the present arbitration.”

And in CAS 2023/A/9807 para. 114 *et seq.*:

114. Panels had on occasion been confronted with fraudulent behaviour that club owners had adopted in order to absolve themselves of debts that they had amassed. Accumulation of debts should have led some of them to the exit from the football market. The desire to retain football operations led some of them to the assumption of a new corporate entity which could profit from the operation of the original club without having to honour its liabilities. These were not cases of de jure succession (e.g., through the merger of clubs, or the acquisition of a club). CAS panels were confronted with situations that had not been adequately addressed in the relevant statutes. They had thus to invent a benchmark in order to address (and eventually sanction) similar behaviour.

115. To do that, they relied on various criteria that in their eyes suggested the intent to profit from the reputation of an ailing club, elements that is, that suggest in the eyes of the public sporting continuity between the old (original) and the new club. The sports legislator subsequently crystallized the most frequently used elements in the body of what became Article 21 (4) FDC.”

71. Further, the determination of sporting succession is to be evaluated by the respective Panel on a case-by-case basis. This is – as well as the previous principles – also established in constant CAS jurisprudence, e.g., in CAS 2020/A/7543, para. 56:

“Thus, it appears consequent that the issue of sporting succession has to be evaluated case by case and sometimes facts and circumstances can tip the balance in favour of one or the other part.”

72. The panel in CAS 2020/A/7092, attributed a certain level of importance to the respective criteria to determine whether sporting succession is observed. These coefficients, as it is summarized in CAS 2023/A/9807 para. 129, present as follows:

“Elements of minor importance: same headquarter; same stadium/training centre;

Relevant elements: same name; same legal form; same team colours; same team crest/emblem/logo; same social media;

Important elements: same players; same technical staff; same shareholders/stakeholders/ownership/management; registration in the same category of competition concerned; reliance on the old club's history; new club did not claim solidarity contributions for players trained by old club.”

73. While such coefficient may assist the Panel in assessing the overall picture after examining the criteria set out below, it is not a binding rule. It remains a case-by-case approach. What might be crucial in one case, may be of minor importance in another (see with further reference CAS 2023/A/9807 para. 130).
74. In conclusion, (i) sporting succession is an institute different from legal succession, aimed at avoiding the circumvention of clubs' obligations in the footballing world, (ii) the predominant factor is the perception of the general public, (iii) the list of criteria in the relevant regulations is non-exhaustive and (iv) the Panel must approach the question on a case-by-case basis and – while it may consider it – is not bound by a coefficient.

D. The criteria *in casu*

75. After having elaborated on the principles of the institute of sporting succession and on how a panel must assess the determination of such, the Panel now turns to examine the criteria in the matter at hand.
76. The criteria to be examined can be categorized in different groups. Those are:
- (i) The visual identity, including the emblem, the team colours, the mascot and the name;
 - (ii) The formal aspects like the legal entities involved and their shareholder as well as the management structure and the acquisition and/or use of sporting licenses;
 - (iii) The geographical or local criteria like the used headquarters, the stadium and the training grounds; and
 - (iv) The human resources aspects, namely the players in both, the professional and the youth teams, the officials, coaches and any other relevant stakeholders.
77. Once these criteria are analysed and the Panel has decided which – if any – it deems to be fulfilled, it will determine whether the full scope of such examination results in the public perception of the Appellant being the sporting successor of New Aves.

b. The visual identity of the Appellant compared to the Aves Clubs

78. In the following, the Panel will examine whether the visual identity of the Appellant corresponds to the one of the Aves Clubs. However, before turning to the examination, the Panel wishes to state that the visual identity of a club bears much weight when it comes to the public perception, as it is the colours of the club, its name and emblem that most fans relate to (see CAS 2020/A/6831, para. 125).

i. The Name

79. The Appellants corporate name is “AVS – Futebol, SAD”, while New Aves’ name is “Clube Desportivo das Aves 1930”. The Appellant adopted such name on 24 April 2023, after the sale of the shares by the Founding Club and after they moved to Vila das Aves.
80. While obviously not identical or explicitly similar, the Appellant’s name does bear the element “AVS”, which is the crucial part of its name as the other ones are either functional (“Futebol”) or relate to the legal entity (“SAD”), thus not individualizing.
81. The FIFA DC, in the Appealed Decision, concluded that (para. 67):
- “In this sense, the Committee underlined that the name “AVS” appears to be a carefully chosen linguistic and symbolic construction that aligns closely with the legacy of the Original Club, while maintaining a distinct identity. In Portuguese, “AVS” is a consonantal abbreviation that phonetically resembles “Aves,” the name of the town (Vila das Aves) and the Original Club. Although the vowel “e” is omitted, the pronunciation of “AVS” in a football context would still closely approximate “Aves,” especially when spoken aloud. The Committee considered this phonetic similarity to be significant because it allows the new entity, AVS Futebol SAD, to benefit from the brand recognition and emotional resonance associated with CD Aves”*
82. The same is invoked by the Second Respondent and the First Respondent, FIFA. The latter also argues that the Appellant does not provide any reason as to why it chose such name and that it was clearly chosen to fabricate a connection with the Aves Clubs. The Appellant, however, denies the similarity and invokes Portuguese corporate law and the SPA-Obligations, by which it was obliged to change its original name, União Desportiva Vilafranquense Futebol, SAD, once the shares of the Founding Club were sold. It further argues, in relation to the emblem which will be assessed later, that the acronym “AFS”, which is used in the shield stands for A = Vila das Aves (its new hometown), F = Vila Franca de Xira (its old hometown) and S = SAD.
83. While the Panel is perfectly aware of the Appellant’s legal and contractual obligation based on Portuguese corporate law and the SPA, it must conclude, from the evidence at hand, that the choice of the name, being itself an abbreviation of “Aves”, does bear a similarity and produces a connection to the Aves Clubs, particularly New Aves, which cannot be disregarded.
84. The Appellant was – when moving to Vila das Aves – free to either choose a name perfectly distinct from New Aves’ or even a name that does contain the town’s name

but also other, clearly distinguishable elements. This said, the criterium of similarity of the names is met.

ii. The club colours

85. The colours of both, the Appellant and New Aves, are red and white. However, while a club's colours are usually one of the strongest elements of its identity, the mere use of the same colours is not decisive, as it is also the ratio of the colours and the pattern in which they are used, especially on the home kit – that contributes to the aforementioned club identity. Further, the Panel also wishes to point out the fact that red and white is one of the most used colour combinations in football.
86. The Appellant argues that it used a red and white colour scheme already as União Desportiva Vilafranquense Futebol, SAD. It also – relying on pictures from the 2021/2022 season – specifies that its jerseys were vertically striped. However, as FIFA correctly submits, the jerseys on which the Appellant relies are not the home jerseys but “only” the third kits, which usually follow a more “liberal” and hence less identifying approach of design than a home jersey.
87. While the Appellant was playing in Vila Franca de Xira, its home jerseys had a significantly different visual presentation than the ones it uses nowadays as AVS – Futebol, SAD. Previously, they used a predominantly white shirt with two slim diagonal red stripes or, in prior times, a half red, half white jersey.
88. As explained initially, the mere use of the same colour combination, especially when it is one of the most used in the footballing world, does not suffice to create an identical visual identity. However, the Appellant chose to use a home jersey which is almost identical to the one New Aves used, even having now – contrary to the time the Appellant played in Vila Franca de Xira – small golden details. Therefore, this criterium is also met.

iii. Emblem and Mascot

89. The emblems of the Appellant and New Aves are at least *prima facie* significantly different.
90. New Aves' emblem consisted of a triangular white shield with a red and golden frame, a golden football and the letters “C”, “D” and “A”. The shield is held by a golden eagle. The Appellant's emblem, however, is a “classic” white shield with a red and golden frame and, as well in red, the letters “A”, “F” and “S”. The letter S is designed to look like an eagle with golden wings.
91. The Appellant argues that, following the sale of shares by the Founding Club and the intellectual property rights of the latter's emblem remaining with them, it was forced to change its own. The emblem it now uses would not bear any connection to the one of New Aves and, particularly, the eagle in the Appellant's new emblem is not related to the one holding the shield in New Aves', but an “angelic falcon”, a fictional creature linked to Vila das Aves.

92. While the emblems do differ, the Appellant's emblem presents as a modernized, more minimalistic version of New Aves' emblem. In recent years, numerous football clubs have changed their traditional emblems for more modern and minimalistic versions, which plays a role when determining the general public's view as a football fan may easily understand that the emblem change followed from a rebranding. Therefore, from the general public's point of view, the emblem of the Appellant does appear to be the modernized version of New Aves' emblem.
93. For the sake of completeness, the Panel also wishes to mention that it is fully aware that the Appellant's old emblem is indeed also highly similar to the emblem of New Aves. However, its new emblem is completely unrelated to such. The argument that the "F" in the emblem should refer to Vila Franca de Xira appears to be constructed and – as it was the Appellant who contended that *"it made no sense to keep a shield or logo that made direct reference to the first city (Vila Franca de Xira) and the first name of the Appellant (União Desportiva Vilafranquense, Futebol SAD)"* – contradictory. For the Panel, it is more likely – even though not crucial following what has been established already – that the "F" stands for the "Futebol" in the Appellant's name.
94. Regarding the mascot, such element bears only a minimal influence on the general perception of the visual identity, as in European football, unlike for example in American sports, a mascot does generally not bear the same level of identification. However, the Panel cannot ignore that also the mascots – while they are different, as the Appellant's is the aforementioned "angelic falcon", while New Aves' was a "regular" falcon – do bear a visible resemblance.
95. Thus, these criteria are also met in the case at hand

iv. Conclusion regarding the visual identity

96. From all what has just been elaborated, it follows that the visual identity of the Appellant is closely connected to the one of New Aves. The name bears a resemblance, especially when pronounced, and connection to Vila das Aves, the club colours and the visual conception of such is almost identical to the one of New Aves and, lastly, the emblem of the Appellant appears to be a modernized version of New Aves' emblem. Therefore, the Panel comfortably concludes that all decisions regarding the Appellant's visual identity were constructed to establish a connection to New Aves.
97. If the Appellant effectively would have sought to preserve its origins in Vila da Franca de Xira it would most likely have chosen to use home kits which resemble the ones of União Desportiva Vilafranquense, Futebol SAD. In case they wanted to establish themselves as a completely new club in Vila das Aves, they could have opted for other colours, e.g., the colours of the town's crest, which are green, blue, silver and gold, thus completely unrelated to the red-and-white colour scheme used by New Aves.

c. The formal corporate aspects

98. After having established that the criteria under the title of visual identity is met, the Panel now turns to the formal criteria, *i.e.*, the corporate structures and acquisition and/or use of sporting licenses.
99. When it comes to comparing the corporate structure of the Appellant and New Aves, it is obvious that there are no links in this regard between the two entities.
100. The Appellant is a SAD according to Portuguese law incorporated on 6 September 2013 as União Desportiva Vilafranquense, Futebol SAD, founded by the Founding Club, while New Aves is an “*associação*” established under Portuguese law. The Buyer – following its share purchase in 2023 – became the Appellant’s sole shareholder. It is uncontested that the Appellant did not acquire New Aves or Original Aves SAD and neither did it merge with them. When the Second Respondent argues that the legal form of the Appellant and Original Aves SAD is the same, resulting in fulfillment of the criterium of identical legal form, he does not only fail to recognize that it is the sporting succession between the Appellant and New Aves which must be examined, but also that this criterium does not ask for the entities to have the *same legal form*, *e.g.*, both to be a SAD, but that the *entities themselves* must be considered the same, *i.e.*, the result of a legal operation like an acquisition or merger. This, being obvious from the evidence at hand, is not the case.
101. It is further uncontested that the Appellant did not purchase New Aves’ sporting license. Such would also be highly unlikely as the Appellant’s professional team competed in the second tier of the Portuguese football pyramid in the sporting season prior to its transfer to Vila das Aves. By that time, New Aves had already ceased its activities regarding eleven-a-side-football and turned exclusively to futsal.
102. The Panel, therefore, concludes that the criteria regarding the corporate structures and acquisition and/or use of a sporting license are not fulfilled.

d. The geographical and local aspects

103. Now, the Panel turns to the criteria that can be summarized as being geographical and local, namely the stadium and training facilities which are used as well as the headquarters.
104. It is undisputed that the Appellant uses the Stadium which was previously used by the Aves Clubs. For this purpose, it entered into the Lease Agreement with Original Aves. According to the Lease Agreement, the Appellant leased the Stadium and additional training premises (the “Sports Complex”, together with the Stadium the “Leased Premises”) for a minimal term of ten sporting season, *i.e.*, until 30 June 2033. In clause 4 al. 3 of the Lease Agreement, the Appellant also agreed to undertake several investments to the Stadium’s infrastructure in the maximum amount of EUR 500,000.00. The Panel also notes that the Appellant additionally concluded an agreement with the local fire brigade, the *Associação Humanitária dos Bombeiros Voluntários*, regarding

the construction of training premises worth EUR 200,000.00 and the lease of the respective land (the “Training Premises Agreement”).

105. While the criterium of the use of the same stadium as the alleged predecessor is undoubtedly fulfilled *in casu*, the effect of such criterium on the perception of the general public will be assessed – together with all other criteria – below. Regarding the importance of the stadium-criterium, the Panel wishes to reiterate what has been established by the CAS in CAS 2024/A/10431 para. 145 *et seq.*:

“145 Despite this, there is no denying that a football club's stadium is at the heart of its identity, serves as the physical and emotional epicentre for the club's community, history, and culture. It is within the stadium's walls that unforgettable moments of triumph and heartbreak are etched into the collective memory of the public. The stadium stands as a symbol of local pride, reflecting the club's legacy and traditions, and providing a communal space where supporters from diverse backgrounds unite in their shared passion.

146. A club's stadium is, in many ways, similar to a "temple". It is where fans gather to express their devotion to their club, experience the highs and lows of their team's journey and take part in rituals that unite them. The "New Mersin" identity of the stadium creates a deep sense of belonging and continuity for those who enter its doors, be they fans, players or even followers. New Mersin's identity of belonging and unity with the stadium is not a coincidence, but a way of creating and consolidating a sense of identity and belonging. This identity is achieved through the identity of the stadium's colors (navy and red) with the colors of the New Mersin. In the present case, there can be no doubt that the Mersin Stadium was deeply associated with the Original Club's legacy and known to all the football community as its "home" and has the colours of the Original Club - based on this, the use of this stadium by the New Mersin was ideal to cement the feeling of continuity.

148. [sic]As a result, considering the specific circumstances of this case, the Sole Arbitrator finds that the use of the stadium is a relevant factor in favour of considering that New Mersin is the sporting successor of Original Mersin.

106. The Panel shares this reasoning. Even in cases where a stadium is shared by two or more clubs – often such clubs even being fierce rivals – the importance of the stadium for a club’s identity, fan identification and local rootedness cannot be qualified as anything less than relevant. Notwithstanding what has just been said and given that every sporting succession case must be approached on a case-by-case basis, the Panel does not exclude the possibility that, under specific circumstances, such importance might be reduced or even disregarded (as it was, for example, the case in CAS 2020/A/7092). In the matter at hand, however, no such reasons to abstain from qualifying the stadium-criterium as less than relevant exist: the Stadium was always used by the Aves Clubs and is the only stadium in Vila das Aves, therefore representing the “home” of the local football culture (see also para. 125 below).

107. Regarding the headquarters, the Panel notes that it is also undisputed that the Appellant uses the premises previously used by Original Aves SAD. As it is the sporting succession of New Aves that is under examination, the Panel finds that the headquarters used by the latter and the Appellant are different. However, New Aves' and the Appellant's headquarters are located close to each other. Even if it is not the sporting succession to Original Aves SAD that is under examination, the Panel cannot disregard the influence of the Appellant's use of the headquarters previously used by the historical club from Vila das Aves on the general public's perception.

108. Hence, the geographical and local criteria are met *in casu*.

e. The human resources

109. Lastly, the Panel now turns to the aspects regarding the human resources. It will first examine the squads of all relevant teams of the Appellant and New Aves, including the first team as well as youth categories. Further, it will examine whether other relevant staff member, *e.g.*, coaches, were transferred to the Appellant following its arrival to Vila das Aves.

i. The Players

110. The Appellant argues that no player that was under contract with one of the Aves Clubs has been registered with them. The players who formed the Appellant's first team squad were mostly already under contract with it, when the relocation to Vila das Aves happened. This argument remains undisputed by the Respondents. However, FIFA, in its Answer, submits that this is not surprising, as the last season in which an Aves Club – Original Aves SAD – participated in professional eleven-a-side-football in Portugal was the 2019/2020 sporting season after which the Original Aves SAD entered bankruptcy proceedings resulting in the automatic termination of all of its player's employment contracts. When New Aves started competing in eleven-a-side-football, it did so on an amateur level in the lowest regional leagues of the Porto district, while the Appellant – then in Vila Franca de Xira – competed in the two top tier leagues of Portuguese football. According to FIFA, it is therefore logical that no first team player of New Aves was signed by the Appellant.

111. However, it is also undisputed and evidenced to the satisfaction of the Panel that a total amount of 86 youth players that previously played for New Aves' youth teams were signed by the Appellant. The latter claims that those signings were the result of trials and individual negotiations with the respective youth players and that they were invited given the geographical proximity of such youth players in the areas of Vila das Aves or San Tirso.

112. The Appellant then relies on CAS 2020/A/7092 para. 99 *et seq.*, where the respective panel held the following:

“99. *The Panel finds that, in making this assessment, the players of the first team are of significantly more relevance than youth players, for the players of the first team generally determine the level of economic and sporting success of a football club.*

100. *The Panel finds that this criterion bears more weight than the elements addressed above. Indeed, if certain players of a first team would remain largely the same, the Panel finds that this is an important indication that the bankruptcy and subsequent creation of a new club may well have had the purpose of eliminating debts and getting rid of certain underperforming players or of players earning high salaries, while continuing to rely on certain players to achieve sporting success of the newly established club. Generally, this is a sliding scale; the more players continue playing for the new club, the more likely it is that this club is considered the sporting successor of the old club.*
101. *Considering that only one player of Parma FC was registered with Parma Calcio 1913, the Panel finds this to be an important element against considering Parma Calcio 1913 as the sporting successor of Parma FC.”*
113. Generally, the Panel agrees with such reasoning. It is undeniable that the first team’s players are the ones with which the fans identify the most and which not only – as stated in the aforementioned award – “*determine the level of economic and sporting success of a football club*” – but are also its main actors, undoubtedly influencing fan identification.
114. However, this does not mean that the youth players are not relevant for such identification. While most of them remain less known until their professional debut, they – what is particularly the case in the matter at hand, as Vila das Aves is a small town with a longstanding football identity and history – contribute to the local rootedness of the football club they play for.
115. This said, the Panel concludes that the criterium regarding the players can be considered partly met, as the more relevant group, the first team players did not transfer to the Appellant due to – as the Panel finds – logical reasons held by the First Respondent, but a quite high number of 86 youth players did transfer to the Appellant. As it will finally be the perception of the public which determines whether the Appellant is the sporting successor of New Aves, the Panel deems it immaterial by which way the youth players entered the contractual relation with the Appellant.
- ii. *Other relevant employees*
116. In its Answer, FIFA admitted – what is also argued by the Appellant – that the finding in the Appealed Decision of a total of 89 officials, coaches and/or other staff members of New Aves having been transferred to the Appellant resulted from a misunderstanding of the FPF’s respective answer in the proceedings before the FIFA DC. However, relying on the information provided by the FPF, FIFA alleges that 23 officials, coaches and/or other staff members were transferred from New Aves to the Appellant, an argument the Appellant contests (see para. 156 *et seq.* Appeal Brief).
117. Whether the relevant staff members effectively did transfer to the Appellant can remain unanswered. Even if this were the case – which seems likely, given the information provided by the FPF, *i.e.*, the highest authority regulating football in Portugal – such staff members could only marginally affect the assessment of whether sporting succession exists from the perspective of the general public, as such persons usually do

not bear a significant impact on a club's identity. Exceptions, particularly long-serving head coaches of the first team, might however occur, but are irrelevant in the matter at hand.

iii. Conclusion on the aspect of human resources

118. From the above, it follows that at least 86 youth players were transferred to the Appellant from New Aves and potentially, but *in casu* irrelevant, an additional 23 staff members.
119. As already mentioned, the criteria examined here under section VI. D. e. cannot be considered fully met. When assessing the full scope of the general public's perception in the following, it can therefore only bear an auxiliary impact on the arguments *pro* the alleged sporting succession.

E. The general public's perception of the Appellant following the criteria *in casu*

120. After having established which criteria are met in the matter at hand and which are not, the Panel turns to determine whether based on the general public's point of view, the Appellant appears to be the sporting successor of New Aves.
121. Initially, the Panel wishes to reiterate that it deems the visual aspects and the geographical and local criteria to be fully met and of significant importance for the following assessment, while the human resources criteria is only partly met and may only support such findings and, lastly, that the formal corporate aspects are not met.
122. Especially regarding the visual aspects, the Panel is aware of what was held by the respective sole arbitrator in CAS 2024/A/10308, an award cited by the Appellant to argue that visual identity is of limited importance when determining sporting succession.
123. In the aforementioned award, the sole arbitrator found that the criteria of the name, the colours and the emblem were not decisive. However, the facts of the case differ significantly from the matter at hand: There, the alleged sporting successor was incorporated *before* the "predecessor" and was the founding club of the alleged successor who was a specific corporate entity for sports corporations under Greek law (similar to the Portuguese SAD). By Greek law, the two entities had to choose the same visual entity (see CAS 2024/A/10308 para. 102 *et seq.*). Such fact would only be comparable to the ones in the case at hand if the question were whether the Founding Club, União Desportiva Vilafranquense, was the sporting successor of the Appellant, which, obviously, is not the case.
124. *In casu*, the Appellant changed its visual identity after its relocation to Vila das Aves in 2023 and such visual identity bears a strong resemblance to the one of New Aves (see above 78 *et seq.*). There are no reasons for the Panel to disregard the importance that the visual identity bears for the general public's perception.
125. The same applies to the Appellant's argument that, according to what was ruled in CAS 2024/A/10308, the use of the same stadium is not an important factor to establish sporting succession. In this case, the use of a vacant stadium by the new club established

in the very city as the prior club, which went bankrupt, was examined. Those facts also differ from the ones at hand as the Appellant relocated to a completely new geographical region in Portugal.

126. Having said all of the above, the Panel comfortably concludes that the Appellant, when having the whole picture presented, must, from the general public's point of view, be considered the sporting successor of New Aves.
127. Such conclusion is further supported by the evidence submitted by FIFA, particularly by the interviews of former officials and a former head coach. Their statements particularly included the hope that the old emblem and name will be used again, once all procedures have ended. There can be no doubt that this – while not being decisive – supports the above conclusion.
128. It shall also be noted that the Appellant's arguments are predominantly based on the fact that it is a distinct legal entity from New Aves or any of the Aves Clubs – an argument that is, as shown above (see para. 98 *et seq.*) – uncontested. However, this is not the relevant factor. The institute of sporting succession was established exactly for cases where, from a pure civil law point of view, no succession can be established but the new entity presents itself as the successor (see para. 66 *et seq.*). Further, it is irrelevant that the Appellant argues that the relevant football authorities approved its relocation and renaming process (see para 68 *et seq.* Appeal Brief). It remains the perception of the general public, assessed by a non-exhaustive list of criteria, that determines sporting succession and its consequences.
129. Further, the Panel also wishes to state that the Appellant's position – subject to exceptions that might occur following a case-by-case assessment – when it contends that the mere lease of a stadium is insufficient for sporting succession, is generally correct. In the matter at hand, however, the Panel did find additional, strong criteria that establish the concluded sporting succession and does not rely only on the lease of the stadium. Therefore, the Appellant's implication that, to deem it the sporting successor of New Aves would mean that no club may lease another club's stadium – a common practice in the footballing world – is incorrect.
130. While there is no evidence of any fraudulent practices of the Appellant (which is not necessarily needed, see para. 67), the Panel finds that the Appellant had the opportunity to distinguish itself clearly from New Aves to minimize or even eliminate any risk of sporting succession, especially with respect to the visual identity (see para. 97). As they did not, they must have been aware that they would profit from the established football culture in Vila das Aves by being perceived as the sporting successor of New Aves. Following the maxim *cuius commode, eius et incommode* that underlies the institute of sporting succession, the Appellant must now also bear the inconveniences of the established public perception.

F. Conclusion

131. From all of what has been said, the Panel concludes that:

- (i) the Appellant is the sporting successor of New Aves;
 - (ii) it is therefore bound by the Original Decision and – as no payments have been made to the Second Respondent – is obliged to pay him a total amount of EUR 260'000.00 and default interest of 5% *per annum* as set out in the Appealed Decision.
132. For the sake of completeness and regarding the petition made by the Appellant under point 7 of the Appeal Brief's prayers for relief, the Panel notes that it has not been accredited in these proceedings that the Second Respondent received any amounts "*under the insolvency proceedings of Clube Desportivo das Aves – Futebol, SAD, or received from Clube Desportivo das Aves 1930 as Successor Debtor*", so the alternative claim made by the Appellant is untenable.
133. The sporting sanction imposed on the Appellant in the Appealed Decision, the Fine, was not contested by the Appellant and neither did the Panel find any reason to lift or mitigate such sanction. It is, therefore, confirmed.
134. Consequently, the Appeal is dismissed and the Appealed Decision confirmed.

VII. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by AVS – FUTEBOL, SAD on 1 August 2025 against the decision rendered on 2 June 2025 by the FIFA Disciplinary Committee is dismissed.
2. The decision rendered by the FIFA Disciplinary Committee on 2 June 2025 is confirmed.
3. (...).
4. (...).
5. (...).
6. All other motions or prayers for relief are rejected.

Seat of arbitration: Lausanne, Switzerland
Date: 7 August 2026

THE COURT OF ARBITRATION FOR SPORT

Dr. Marco Balmelli
President of the Panel

Mr. Rui Botica Santos
Arbitrator

Mr. Jordi López Batet
Arbitrator