



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

**CAS 2025/A/11319 X. Football Club v. FIFA & Y.**

## **ARBITRAL AWARD**

delivered by the

### **COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

President: Mr. Rui Botica Santos, Attorney-at-Law, Lisbon, Portugal  
Arbitrators: Ms. Jiahe Liu, Attorney-at-Law, Beijing, China  
Mr. Luigi Fumagalli, Professor and Attorney-at-Law, Milan, Italy

in the arbitration between

**X. Football Club, X.**, People's Republic of China

Represented by Mr. Juan de Dios Crespo Pérez and Ms. Juan (Emily) Yu, Attorneys-at-Law with Ruiz-Huerta & Crespo Sports Lawyers, Valencia, Spain.

**- Appellant -**

v.

**Fédération Internationale de Football Association (FIFA)**, Zurich, Switzerland

Represented by Mr. Miguel Liétard Fernandez-Palacios, Director of Litigation, and Ms. Cristina Pérez González, Senior Legal Counsel of FIFA Litigation Department, Coral Gables, Florida, United States of America.

**- First Respondent -**

and

**Y.**, Las Palmas, Spain

Represented by Ms. Melanie Schärer, Attorney-at-Law with MS International Law, Pfäffikon, Switzerland.

**- Second Respondent -**

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## I. THE PARTIES

1. X. Football Club (the “**Appellant**” or the “**New Club X.**”) is a Chinese professional football club with headquarters at X., People’s Republic of China (“**China**”), currently competing in the Chinese Second Division of professional football, affiliated to the Chinese Football Association (the “**CFA**”), which in turn is a member association of the *Fédération Internationale de Football Association*.
2. *Fédération Internationale de Football Association* (the “**First Respondent**” or “**FIFA**”) is the worldwide governing body of international football and exercises regulatory, supervisory and disciplinary functions over continental confederations, national associations, clubs, officials and players. FIFA is an association under Swiss law with its registered office in Zurich, Switzerland and is the governing body for international football.
3. Y. (the “**Second Respondent**” or the “**Coach**”) is a Spanish football coach.
4. In this appeal proceedings (the “**Appeal**”), FIFA and the Coach are collectively referred to as the “**Respondents**” and the Appellant and the Respondents are collectively referred to as the “**Parties**”.

## II. FACTUAL BACKGROUND

5. Below is a summary of the main relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced in the course of the present proceedings. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows. This factual background information is given for the sole purpose of providing a synopsis of the matter in dispute. Although the Panel appointed has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this award (the “**Award**”) only to the submissions and evidence it considered necessary to explain its reasoning.

### (A) Introduction

6. This Appeal before the Court of Arbitration for Sport (the “**CAS**”) arises due to the decision issued by the FIFA Disciplinary Committee (the “**FIFA DC**”), implementing a registration ban on the Appellant (the “**Appealed Decision**”) for the failure to comply with its financial obligations under the decision rendered by the FIFA Players’ Status Committee (the “**FIFA PSC**”).

**(B) The claim of the Coach against the Old Club X.**

7. On 1 April 2021, the Coach and the club X. FC (the “**Old Club X.**”) entered into an employment contract valid from that date until 31 December 2022.
8. On 17 February 2022, the Coach sent a letter to the Old Club X., putting it in default due to its failure to pay an amount of (i) EUR 62,496 as outstanding salaries for the period from August 2021 to January 2022; (ii) EUR 1,146.70 for visa-related costs; (iii) RMB 296,558 in various bonuses, and (iv) RMB 80,000 for rent covering the period from April 2021 to January 2022. The Coach granted the Old Club X. a deadline of 15 days to pay these amounts.
9. On 28 March 2022, the Coach terminated the employment contract due to the Old Club X.’s failure to pay the overdue amounts.
10. On 6 April 2022, the Coach filed a claim against the Old Club X. before the FIFA Football Tribunal.
11. On 2 September 2022, FIFA informed the Coach that the Old Club X. was no longer affiliated with it as a member association and so FIFA was no longer competent to deal with the matter. FIFA proceeded with the closure of the file.

**(C) The claim of the Coach against the Appellant**

12. On 31 August 2024, subsequently completed on 16 September 2024, the Coach submitted a further claim asking for FIFA, *i.e.*, the FIFA PSC to reconsider and reopen the case against the Appellant (the “**Coach’s Claim**”) closed on 2 September 2022. In support of his request, the Coach submitted that he had “*gathered compelling new evidence that [the Appellant] is the sporting successor of [Old Club X.]*”
13. On 24 September 2024, the FIFA PSC invited the Appellant to provide its position on the Coach’s Claim.
14. On the same date, the FIFA PSC sent an email to the email address associated with the Appellant’s TMS account. The email is as follows:

“*CASE FPSD-15851 OPENED AGAINST YOU*”

*Dear Madam or Sir,*

*We would like to inform you that a new claim has been filed against you in front of the FIFA Football Tribunal and action might be required from you.*

*In this respect, please be reminded that as of 1 May 2023, **proceedings before the Football Tribunal are conducted exclusively through the FIFA Legal Portal** (cf. article 10 of the Procedural Rules Governing the Football Tribunal).*

*In particular, we kindly inform you that your access to the Legal Portal has been recorded with the email address on which you are receiving this email. **Therefore, you are invited to register and access the FIFA Legal Portal directly using these credentials.** (...)*

15. On 16 October 2024, the FIFA PSC sent a letter informing the parties to the proceedings that the Appellant had not submitted any correspondence or position on the Coach's Claim and that the submissions phase of the proceedings was closed.
16. On 9 January 2025, the parties to the proceedings were informed that the case would be submitted to the FIFA PSC for a formal decision.
17. On 28 January 2025, the FIFA PSC rendered its decision (the "**PSC Decision**") and it is as follows:

*"1. The claim of (...) Y., is partially accepted.*

*2. The [Appellant] is the **sporting successor** of X. FC.*

*3. The [Appellant] must pay to the [Coach] the following amount(s):*

*- **EUR 205.20 as outstanding remuneration plus 5% interest p.a. as from 18 March 2021 until the date of effective payment;***

*- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 May 2021 until the date of effective payment;***

*- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 June 2021 until the date of effective payment;***

*- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 July 2021 until the date of effective payment;***

*- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 August 2021 until the date of effective payment;***

- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 September 2021 until the date of effective payment;**
- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 October 2021 until the date of effective payment;**
- **EUR 10,416 net as outstanding remuneration plus 5% interest p.a. as from 16 December 2021 until the date of effective payment;**
- **RMB 232,558 net as outstanding remuneration plus 5% interest p.a. as from 1 January 2022 until the date of effective payment;**
- **EUR 10,416 net as outstanding remuneration plus 5% interest p.a. as from 16 January 2022 until the date of effective payment;**
- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 February 2022 until the date of effective payment;**
- **EUR 10,416 net as outstanding remuneration plus 5% interest p.a. as from 16 February 2022 until the date of effective payment;**
- **RMB 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 March 2022 until the date of effective payment;**
- **EUR 10,416 net as outstanding remuneration plus 5% interest p.a. as from 28 March 2022 until the date of effective payment;**
- **RMB 72,000 net as compensation for breach of contract plus 5% interest p.a. as from 28 March 2022 until the date of effective payment;**
- **EUR 93,744 net as compensation for breach of contract plus 5% interest p.a. as from 28 March 2022 until the date of effective payment.**

4. Any further claims of the [Coach] 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. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:

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

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

*7. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.*

*8. This decision is rendered without costs.”*

18. On 31 January 2025, the findings of the PSC Decision were notified to the parties. The Appellant was notified via the email and the address registered in its TMS account [2728707617@qq.com](mailto:2728707617@qq.com) and the email included the following message:

*“Case FPSD-15850. Where you appear as Respondent, has received new documentation. You can see all the information and details in the FIFA Legal Portal application.*

*If you do not have a user account, you can easily register and consult the information related to your cases and make comments or attach documentation.*

*(...)”*

19. On 11 February 2025, as none of the parties requested the grounds of the PSC Decision within the 10-day deadline after its notification, the PSC Decision became final and binding, pursuant to Article 15 of the FIFA Procedural Rules (the “**FIFA Procedural Rules**”) (January 2025 Edition).

**(D) The implementation of the registration ban as set forth in the PSC Decision – the Appealed Decision**

20. On 23 March 2025, the Coach requested FIFA to apply the first consequence set out in the PSC Decision (see para. 17 above), namely the implementation of a registration ban on the Appellant.

21. On 26 March 2025, the FIFA Legal & Compliance Division (the Head of Disciplinary) imposed a registration ban on the Appellant (the “**Disciplinary Committee Decision**” or the “**Appealed Decision**”), which reads as follows:

*“(…) it appears that, despite the Decision, [the Appellant] has not yet complied with its financial obligations towards Y.*

*In this regard, we wish to inform the parties that **a ban from registering new players internationally has been implemented by FIFA on the Respondent. The registration ban will remain active until the amount due is paid and for a maximum duration of up to three entire and consecutive registration periods.***

*Lastly, the Chinese Football Association is requested to immediately implement on [the Appellant] a ban from registering new players at national level, if not done yet.*

*(…)”*

22. The Appealed Decision was notified to the Parties on the same date. *i.e.*, 26 March 2025.

### **III. PROCEEDINGS BEFORE CAS**

23. On 7 April 2025, pursuant to Article R48 of the Code of Sports-related Arbitration (the “**CAS Code**”), the Appellant filed its statement of appeal (the “**Statement of Appeal**”) in front of the CAS against the Respondents in relation to the Appealed Decision, simultaneously challenging the PSC Decision, and nominated Ms. Jiahe Liu as an Arbitrator. Along with the Statement of Appeal, pursuant to Article R37 of the CAS Code, the Appellant submitted an application for provisional measures, requesting a stay of the Appealed Decision (the “**Request for Stay**”).
24. On 17 April 2025, FIFA submitted its response against the Request for Stay. Additionally, the Respondents jointly nominated Mr. Luigi Fumagalli as an Arbitrator.
25. On 28 April 2025, the Coach submitted his response to the Request for Stay, requesting its dismissal.
26. On 30 April 2025, pursuant to Article R54 of the CAS Code, the Deputy President of the CAS Appeals Arbitration Division appointed the following Panel:

President: Mr. Rui Botica Santos, Attorney-at-Law, Lisbon, Portugal  
Arbitrators: Ms. Jiahe Liu, Attorney-at-Law, Beijing, China  
Mr. Luigi Fumagalli, Professor and Attorney-at-Law, Milan, Italy

27. On 23 May 2025, within the extended time limits, the Coach filed his answer (the “**Coach Answer**”).
28. On 4 June 2025, within the extended time limits, FIFA filed its answer (the “**FIFA Answer**”).
29. On 5 June 2025, the CAS Court Office communicated to the Parties, the full decision on the Request for Stay (the “**Order**”) issued by the Panel. The operative part is as follows:
- “(…)
1. *The application for a stay of the FIFA Disciplinary Committee Decision dated 26 March 2025 as requested by X. Football Club on 7 April 2025, in the matter CAS 2025/A/11319 X. Football Club v. FIFA & Y. is rejected.*
  2. *The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration.”*
30. On 17 June 2025, the Panel held a *Case Management Conference* with the Parties. After consultation with the Parties, the Panel decided to hold a hearing in this matter by videoconference (via CISCO Webex), on 8 September 2025 at 13h00 (Swiss time).
31. On 24 June 2025, the CAS Court Office sent to the Parties the Order of Procedure which was duly accepted and signed by the Parties.
32. On 8 September 2025, a hearing was held via videoconference. In addition to the Panel and Ms. Lia Yokomizo, CAS Counsel in charge of the proceedings, the following persons attended the hearing:
- (i) For the Appellant
    - Ms. Juan (Emily) Yu – Legal Counsel
    - C. – Witness
    - D. – Witness
    - E. – CEO of the Appellant
    - Mr. Li Zhen – Interpreter

- (ii) For the First Respondent (FIFA)
    - Ms. Cristina Pérez González – Legal Counsel
  
  - (iii) For the Second Respondent (the Coach)
    - Ms. Melanie Schärer – Legal Counsel
    - Y. – Coach
33. At the opening of the hearing, the Parties confirmed that they had no objections to the constitution of the Panel or to the procedural conduct of the proceeding up to that moment.
34. The Parties were given the full opportunity to submit their arguments during their opening and closing statements, as well as to examine and cross-examine the witnesses presented by the Appellant (C. and D.) and respond to questions posed by the members of the Panel. E. and Y., the first as representative of the Appellant and the second as a party to these proceedings, had the opportunity to provide statements.
35. Witnesses' testimonies and Parties' declarations:
- a. With respect to the witnesses heard, both C. and D. confirmed that they had been players of the Old Club X. and subsequently joined the New Club X. in 2022 as players and employees. They further stated that during the period between the disaffiliation of the Old Club X. and their engagement with the New Club X., they did not play for any other club. Both witnesses explained that they chose to remain in the same district and regarded the opportunity to join the New Club X. as an appropriate continuation of their professional activities.
  - b. As to the statement issued by the CEO of the Appellant, E., he basically confirmed that the New Club X. is not the sporting successor of the New Club X. and that only in March 2025 became aware of the PSC Decision. E. clarified that he joined and assumed the position of CEO in December 2024 and his knowledge of the facts of the present case stems from his study of the club's history and documentation.
  - c. Y. also provided a brief statement in which he expressed his frustration at not having received the claimed amount related to the services provided and reinforced his view that the Appellant is the sporting successor of the Old Club X.
36. Before the conclusion of the hearing, the Parties confirmed that they had been granted the opportunity to present their case and arguments in a fair and equal manner, and that their

right to be heard had been fully respected. The hearing was thereafter declared closed, and the Panel reserved its reasoned decision for the present written Award.

#### **IV. THE PARTIES' SUBMISSIONS**

37. The following summary of the Parties' positions is illustrative and does not necessarily comprise each contention put forward by the Parties. The Panel, however, has carefully considered all the submissions made by the Parties, even if no explicit reference is made in what immediately follows.

##### **(A) The Appellant's Submissions**

38. In its Appeal Brief, the Appellant submitted the following prayers and requests for relief:

“(…)

1. *to set aside the FIFA transfer ban decision.*
2. *to determine that any other relief the Panel may deem appropriate;*
3. *to fix a sum to be paid by the Respondents, in order to contribute to the payment of the Appellants legal fees and costs in the amount of CHF 20,000.00/- (twenty thousand Swiss francs); and*
4. *to condemn the Respondents for the payment of the whole CAS administration costs and arbitrator fees.”*

39. The Appellant submits the following arguments in support of its position:

##### **A.1 The Coach's Claim and the PSC Decision were not notified to the Appellant**

40. The Appellant submits that it was not duly notified of the proceedings initiated by the Coach before the FIFA PSC that it would be considered the sporting successor of the Old Club X. In particular, while FIFA suggests that the Appellant was invited to file its position, the Appellant maintains that it was not aware of the Coach's Claim and no such notification was effectively brought to its attention.

41. Furthermore, the Appellant states that, at the relevant time, it had no reason to foresee or anticipate any FIFA proceedings which could be brought against it. In particular, the Appellant alleged that it had not employed any foreign players until the end of December

2023 and therefore did not envisage any potential disputes within FIFA's jurisdiction. On this basis, the Appellant did not perceive any concrete or practical necessity to register and complete its profile with the FIFA Legal Portal. In its view, in the absence of any foreseeable exposure to international employment or transfer disputes, such registration appeared unnecessary.

42. The Appellant only registered with the FIFA Legal Portal in March 2025, after the CFA forwarded to it a notification concerning the transfer ban. It was only at that late stage that the Appellant first became aware of the Coach's Claim and of the PSC Decision, by which time it was no longer in a position to submit its defense in due course.
43. As a result, the Appellant was prevented from exercising its right to be heard, including the opportunity to challenge both its alleged status as a sporting successor of the Old Club X. and the Coach's Claim.

#### **A.2 The Coach's Claim was filed outside the statutory limitation period**

44. Article 23(3) of the FIFA Regulations on the Status and Transfer of Players, January 2025 Edition (the "FIFA RSTP" or the "RSTP") states that:

"(...)

3. *The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case.*"

45. The chosen terminology within the above provision is "*shall not*" instead of "*may*" which does not leave any room for wide interpretation. Unlike some civil law systems where a statute of limitations must be invoked by a party, FIFA's rule leaves no discretion – any claim outside the two-year window must be refused *ex officio*.
46. The critical question is identifying the "*event giving rise to the dispute*" and, in recent CAS jurisprudence, the sole arbitrator found that the relevant date was not the termination of the contract, but rather the date on which the successor club became affiliated to the federation, since the affiliation was the condition for bringing a claim against the new entity. In short, the two-year limitation can run from the moment a new club comes into existence and is in a position to be sued as a successor (CAS 2020/A/7290).
47. The Appellant was established on 23 December 2021, therefore, when the Old Club X. dissolved its team, the Appellant already existed and was affiliated with the CFA. If this

time frame should be counted as the “*event giving rise to the dispute*”, it is clear that 2 years had already passed.

48. Under any plausible interpretation of the “*event giving rise*” in this case, the Coach’s Claim was lodged too late.
49. The Coach requested FIFA to reopen the procedure on 31 August 2024 and filed the Coach’s Claim on 16 September 2024, when FIFA informed him that the case would be investigated under a separate file. According to the Coach, the Appellant should be considered as the sporting successor because the Appellant resumed its activities “immediately” after the announcement of the Old Club X.’s bankruptcy.
50. The Old Club X. was dissolved in May 2022, and the Appellant played its first match on 8 July 2022. Only this date can be regarded as the “immediate” resumption of its activities, and it is evident that the 2-year statute of limitations has already expired.
51. The Appellant believes that the proceedings under FPSD-15850 were conducted arbitrarily, and that FIFA is obligated to investigate the matter thoroughly, making use of all available information. Allowing a party to revive an old claim by submitting new evidence after such a prolonged delay undermines the very purpose of the statute of limitations. Furthermore, the Appellant was not made aware of any notification sent by FIFA to the CFA requesting information concerning the alleged sporting succession.

### **A.3 The Appellant is not the sporting successor of the Old Club X.**

52. The Appealed Decision concerns a transfer ban for failure to comply with a prior FIFA decision. This disciplinary sanction is based entirely on the assumption that the Appellant is the “sporting successor” of the Old Club X. and is therefore liable for the debt owed to the Coach. The Appellant submits that this fundamental premise is wrong.
53. CAS jurisprudence distinguishes between horizontal and vertical proceedings within FIFA. In particular, the claim for payment was deemed horizontal, while the disciplinary case concerning non-compliance was considered vertical, aimed solely at determining whether the appellants were liable for the sporting debt and, if so, at imposing the corresponding sanction (CAS 2021/A/8061). Given their distinct legal nature, each type of proceeding has its own purpose and can address similar issues from its respective legal perspective.
54. The principle of *res judicata* does not apply strictly between the merits of the original dispute and the subsequent disciplinary sanction, as these involve different objects and, technically, different parties. The Appellant was not a party to the original adjudication on

the merits. Under Swiss law, *res judicata* applies only to the operative part of a judgement rendered between the same parties on the same cause of action. In numerous sporting succession cases, the “new club” was not formally involved in the original dispute – or is legally distinct from the predecessor – and therefore cannot be considered to have waived its right to challenge the issue at a later stage.

55. In CAS 2021/A/8061, it was stated that “*the PSC was final and binding towards the original debtor club and all sporting successor(s), as confirmed by FIFA (...)*”. Nevertheless, the panel proceeded to assess whether the appellants were indeed the successor or rather the same club in continuity. Importantly, CAS did not treat the factual question of succession as resolved. Instead, it conducted a comprehensive analysis of continuity and succession, applying established jurisprudential criteria before affirming the responsibility of the new entity.
56. The Appellant further argues that for a transfer ban to be validly imposed at the disciplinary level, it is essential to assess whether the Appellant is indeed the sporting successor, regardless of the final and binding nature of the PSC Decision. The Appellant respectfully submits that it must be afforded a full opportunity to challenge the sporting successor allegation in this Appeal; otherwise, the Panel would be enforcing a sanction against the wrong entity without properly addressing the merits of the alleged liability.

### **A.3.1 *The assessment of sporting succession***

57. The assessment of the following elements confirms the absence of sporting succession:
- (i) Different history
58. The Appellant is an entirely separate club from the Old Club X., with no legal or sporting continuity between them. The Coach’s Claim of “successor” status is based on circumstantial assertions that do not withstand scrutiny. The available evidence clearly shows that the Appellant has a distinct history, independent of the Old Club X.
59. The Old Club X. was declared bankruptcy on 24 May 2022, whereas the Appellant was established and officially registered on 23 December 2021. The Appellant’s team was initially composed mainly of youth players and players of the under-18 squad, starting its competitive journey at the amateur level. After winning the X. Amateur Super League, the team was promoted to the fourth division and participated in the 2022 Chinese Champions League from June to November 2022. The Appellant operates under the professional oversight of the municipal football association and local sports authorities, and benefits from joint investment by state-owned and private enterprises. The Appellant has also

strengthened its roster by recruiting well-known players with experience in the Chinese Super League (the “CSL”) and the Chinese League One.

60. In 2021, the Old Club X. was still competing and had been granted qualification by the CFA to participate in the 2022 CSL season.

61. The Appellant was clearly established and was actively participating in competitions prior to the Old Club X.’s withdrawal from the Chinese professional football league. Accordingly, there is no shared history and no sports succession between the two clubs.

(ii) Different players and coaches

62. The Coach alleged that the Appellant employed the same players and coaches as the Old Club X. The Coach listed 8 players who later played for the Appellant, but failed to specify when these joined the Appellant.

63. There was no wholesale transfer of players or staff from the Old Club X. to the Appellant. The players identified by the Coach joined the Appellant from various clubs, and only after the Old Club X. had been dissolved. Most of the identified players were natives of X., and naturally accepted the opportunity to play for a local club when it became available, given the fact that their families resided in the area. The squad list released by the Old Club X. in May 2022, just prior to its dissolution, was entirely different from the Appellant’s 2022 roster.

64. The Appellant recruited its coaches and players solely based on the team’s technical and tactical needs, as well operational considerations. These decisions were unrelated to any notion or organizational succession. It would be unreasonable to argue that players and coaches from a dissolved club are free to join clubs in other cities, but barred from joining a club in their home city, on the grounds that doing so would imply sporting succession.

65. Only 4 players joined the Appellant over different years, and two of them first signed with other football clubs. This further demonstrates that the Appellant cannot reasonably be considered the sporting successor of the Old Club X.

(iii) Different stadium, identity and fan base

66. The Appellant did not inherit the fan base or goodwill of the Old Club X. The followings of the two clubs differ significantly, including across social media platforms.

67. The Appellant’s home stadium, administrative offices, and training facilities are located in the A. district of X. Accordingly, its core fanbase is predominantly local to the district. In contrast, the Old Club X. was based in B. district, situated in the city center, and its supporters were largely urban residents from that area.

68. Therefore, it is evident that the two clubs are rooted in entirely different communities and draw their fanbases from distinct resident populations, with no continuity or shared identity between them.

(iv) Different jersey and team color

69. In the 2022 season, the Appellant’s home jerseys featured a dominant dark blue color, while the away jerseys adopted a pink theme. Both designs prominently displayed the Appellant’s official emblem. In the 2023 season, the jersey design incorporated the “[...]” (a stylized dragon motif) with a dragon head graphic at the center and subtle dragon scale patterns throughout the fabric. Following a fan petition requesting a change from pink to red to better reflect X.’s cultural identity, the Appellant updated the jersey color accordingly.

70. By contrast, the Old Club X.’s home jerseys were primarily red, while the away kits were blue. Both designs incorporated red, blue and white stripes symbolizing the flow and convergence of the city’s two major rivers. The collar design further emphasized this theme of river convergence.

71. In light of these distinctions – including visual identity, symbolism, and community input – it would be unreasonable for the Panel to conclude that the Appellant is the sporting successor of the Old Club X.

(v) Different club emblems

72. The Appellant’s emblem is rooted in the cultural heritage of the X. region. It features the A. dragon head as a subtle designed element across the chest, emphasizing the club’s regional identity. The emblem’s primary colors are red and tallow, incorporated with a traditional design framework.

73. In comparison, the emblem of the Old Club X. draws inspiration from the “two rivers and four banks” concept, symbolizing the city’s geographical features. It incorporates the initials “[...]” and “[...]” for “[...]”, directly referencing the region’s cultural identity and river confluence. The emblem’s color scheme blends red and blue.

74. The two clubs differ significantly in their emblem design – both in concept meaning, stylistic approach, and color palette – further affirming their independent identities.

(vi) Different shareholder structure

75. The Appellant is jointly funded by state-owned and private enterprises. At present, it has two shareholders and a total registered capital of RMB 25 million, with X. [...] Sports and Culture Development Company Ltd. Holding a 90% ownership stake.

76. The Old Club X. had a registered equity of RMB 150 million, with 90% of the shares owned by Wuhan Contemporary Technology Industry Group Company Ltd. and the remaining 10% held by X. [...] Holdings Ltd.

77. There is no connection or overlap between the current or former shareholders of the Appellant and those of the Old Club X.

(vii) The employment offer to the Coach

78. The Appellant sought to hire experienced foreign coaches and, given that the Coach had previously worked for another club in X., extended an offer to him. It is unreasonable to interpret this hiring decision as indicative of sporting succession.

79. Moreover, the offer was made more than eighteen months after the dissolution of the Old Club X.

**A.3.2 *Absence of evidence supporting the existence of sporting succession***

80. The assessment of sporting succession involves weighing various elements according to their significance – classified as being of minor importance, relevant, or important. This method, established in CAS jurisprudence (e.g., CAS 2020/A/7092), recognizes that certain factors carry greater weight in reaching an overall conclusion.

81. In this case, all relevant and important factors weigh against the Appellant being deemed the sporting successor of the Old Club X. Consequently, there is no evidence supporting the allegation of sporting succession, and the resulting transfer ban imposed on the Appellant must be lifted.

**A.4 The transfer ban will violate Swiss public policy**

82. The imposition of the transfer ban violates the Appellant's right to a defense and to a fair trial. No party shall be sanctioned without first being afforded the opportunity to be heard on the facts underlying the sanction.
83. Since the Appellant is not the sporting successor of the Old Club X., it was unable to fully defend itself on the matter of sporting succession, particularly with respect to the alleged debt.
84. The Appellant could not produce evidence in its favor, as it was not involved in the proceedings. The ban therefore also violates Article 190(2)(e) of the Swiss Private International Law Act (the "**PILA**"), as it is based on a manifestly incorrect factual assumption. FIFA acted arbitrarily, and it is now for the Panel to correct this error through its powers of the *de novo* review.
85. FIFA had notified the CFA regarding the issue of sporting succession. In response, CFA clearly stated that no sporting succession exists between the Appellant and the Old Club X. Nevertheless, FIFA concluded, contrary to CFA's statement, that the Appellant is the sporting successor.
86. Proportionality is a fundamental principle of Swiss public policy and is enshrined in Article 5(2) of the Swiss Constitution. This provision requires that any state action – and by extension, decisions of private entities like FIFA – must be proportionate to its intended purpose. This principle equally applies to sanctions imposed by governing bodies. In this case, the transfer ban is clearly disproportionate to the alleged infraction, especially considering that the Appellant has no factual or legal connection to the predecessor's violations.
87. The ban significantly harms the Appellant's operations. The Old Club X. is burdened with over RMB 750 million in debt. If the Appellant were wrongly deemed the sporting successor and the ban is upheld, the resulting consequences would be severe. Legal expenses would become overwhelming, threatening the continued viability of the Appellant's operations.
88. There are strong legal grounds for re-examining the issue of sporting succession in disciplinary proceedings. Sanctions should only be imposed when the club in question is genuinely responsible as a successor, thereby avoiding cases of mistaken identity. FIFA regulations recognize this dual structure, and Article 75 of the Swiss Civil Code (the "**SCC**") similarly provides a basis for challenging decisions within associations.

89. Furthermore, Article 4 of the SCC states, “*where the law confers discretion on the court or makes reference to an assessment of the circumstances or to good cause, the court must reach its decision in accordance with the principles of justice and equity*”. The Appellant maintains that it has provided sufficient evidence to prove that it is not the sporting successor of the Old Club X., and that enforcement of the transfer ban will lead to an unjust and inequitable outcome.

**(B) FIFA’s Submissions**

90. In FIFA’s Answer, the following prayers and requests for relief are submitted:

“(…)

*a. To reject the Appellant’s appeal in its entirety;*

*b. To confirm the Appealed Decision; and*

*c. To order the Appellant to bear all costs incurred with the present procedure and to cover all the legal expenses of FIFA related to the present procedure.”*

91. FIFA submits the following arguments in support of its position:

**B.1 The PSC Decision cannot be reviewed**

92. Although the Appeal is allegedly directed against the Appealed Decision, FIFA observes that it, in fact, exclusively challenges the findings of the PSC Decision.

93. The PSC Decision is no longer subject to appeal, as the Appellant failed to challenge it within the applicable deadline. Accordingly, the PSC Decision has become final and binding and cannot be revisited in these proceedings.

94. FIFA reiterates that the Appellant was invited to submit its position on the Coach’s Claim. In addition, an automated email was sent to the Appellant’s registered email address, informing it that a new claim had been filed and was available through the FIFA Legal Portal. The Appellant was also invited to register and access the FIFA Legal Portal. No reply was submitted.

95. Once the PSC Decision was passed and notified to the Parties, FIFA sent a further email to the Appellant, inviting it to access the decision. As clearly indicated in the PSC Decision, the Parties had ten days from receipt of the operative part to request the grounds. It remains

uncontested that none of the Parties made such a request. As a result, the PSC Decision became final and binding on 11 February 2025.

96. The aforementioned events clearly demonstrate that the Appellant’s procedural rights were respected at all times. Despite being given the opportunity to comment on the Coach’s Claim and subsequently challenge the PSC Decision, the Appellant chose to disregard FIFA’s communications. This inaction results in the forfeiture of its rights to appeal. All notifications were made available on the FIFA Legal Portal from 1 May 2023, which constitutes the sole valid means of communication between FIFA and its stakeholders. Furthermore, FIFA sent multiple emails urging the Appellant to register and access the Portal.
97. Article 10 of the FIFA Procedural Rules provides as follows:
- “(...) 1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).*
- (...) 3. Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. (...)”*
98. It is indisputable that Article 10 of the FIFA Procedural Rules clearly establishes that use of the FIFA Legal Portal is mandatory for all parties who must check it daily. Had the Appellant complied with these obligations, it would not be procedurally disadvantaged. Even if the Appellant contends that it “did not see the need” to register, the rule’s language is unequivocally clear.
99. In essence, the Appellant’s failure to respond to the Coach’s Claim or the PSC Decision stems from its own inaction – either by not registering on the FIFA Portal, despite being under the obligation to do so, or by simply ignoring FIFA’s emails. Thus, the Appellant’s criticism of FIFA’s communication methods is wholly unfounded. The Appellant must bear the procedural and legal consequences of its own negligence.
100. CAS jurisprudence consistently affirms that the notification is deemed effective once the communication enters the receipt’s sphere of control, regardless of when the addressee actually becomes aware of its content. It has been held that, *“(...) the relevant point in time for reception (or notification) is when the person has the possibility to become acquainted with content of a decision, regardless whether it has actually done so (...)”* (CAS 2022/A/8598, para. 122).

101. In the present case, the Appellant had the opportunity to access the content of the PSC Decision, which was uploaded to the FIFA Legal Portal on 31 January 2025.
102. Based on the foregoing, CAS jurisprudence supports the principle that a decision is deemed notified once it is within the recipient's sphere of control. This ensures legal certainty and procedural efficiency, preventing parties from circumventing or manipulating deadlines by simply delaying access to official communications.
103. It must be emphasized that the Appellant's own disregard for its procedural obligations cannot justify any argument in its favor. As CAS has noted, "(...) *strict adherence to procedural requirements, in particular deadlines, is necessary to ensure equal treatment of the Parties and that substantive law is properly applied.*" (CAS 2020/A/7034, para. 64). Permitting the Appellant to challenge the PSC Decision at this late stage would undermine FIFA's procedural framework and compromise the principle of equal treatment.
104. FIFA clarifies that the PSC Decision is not under appeal in the present proceedings. Accordingly, any arguments or requests concerning that decision – including the underlying contractual dispute, the admissibility of the Coach's Claim before the PSC, or issues of sporting succession – are inadmissible and outside the scope of review in this case. This is further reinforced by the final and binding nature of the PSC Decision.
105. In conclusion, the PSC Decision was rendered with full respect for the Appellant's procedural rights and therefore cannot be subject to a *de novo* review. The Appellant was properly and timely notified of all relevant communications and was given ample opportunity to respond. The Appellant has failed to demonstrate – or even substantiated – that the PSC Decision was rendered arbitrarily.
106. Accordingly, the PSC Decision stands as final and binding, and no grounds exist to reopen or reassess its merits at this stage.

## **B.2 The consequences of the failure to pay**

107. The Appellant has not presented any specific arguments against the Appealed Decision, which merely implements the consequences of the final and binding PSC Decision. In the absence of a substantive challenge, the Appealed Decision must be upheld in its entirety.
108. The Appealed Decision results from the Appellant's breach of Article 8 of Annexe 2 of the RSTP, namely its failure to pay the amounts specified in the PSC Decision within the prescribed time limit (see para. 17 above).

109. Article 8 of Annexe 2 of the RSTP states,

*“1. When:*

*a) the Football Tribunal orders a party (a club, a coach or an association) to pay another party (a club, a coach or an association) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision.*

*(...)*

*2. Such consequences shall be the following:*

*a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be up to three entire and consecutive registration periods, subject to paragraph 7 below.*

*(...)*

*4. Where such consequences are applied, the debtor must pay the full amount (including all applicable interest) due to the creditor within 45 days of notification of the decision.*

*(...)*

*6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.*

*7. Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:*

*a) the creditor may request that FIFA enforce the consequences;*

*b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;*

*c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first “entire” registration period for the purposes of paragraph 2 a)*

*d) the consequences may only be lifted in accordance with paragraph 8 below.*

*8. Where the consequences are enforced, the debtor must provide proof of full payment (including all applicable interest) to FIFA, for the consequences to be lifted.*

*a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment within five days.*

*b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted*

*c) The consequences shall be lifted immediately upon notification by FIFA*

*d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving. (...)"*

110. The Appellant had two options: (i) to comply with the PSC Decision by making full payment, or (ii) to fail to comply and consequently face the sanctions, primarily a registration ban, until the outstanding amounts are settled.

111. As no payment has been made to date, the first consequence – namely the registration ban – was duly enforced in accordance with the PSC Decision and Article 8 of Annexe 2 of the RSTP. This sanction may only be lifted upon full payment by the Appellant, including any applicable interest.

112. It is therefore evident that, due to the Appellant's continued non-compliance, the consequences outlined in Article 8 of Annexe 2 of the RSTP remain applicable.

**(C) The Coach's Submissions**

113. In the Coach's Answer, the following prayers and requests for relief are submitted:

“(…)

*(1) To declare inadmissible the Appellant's appeal against the decision of the FIFA Players' Status Chamber (FPSD-15850) passed on 28 January 2025.*

*(2) To reject the Appellant's appeal against the decision of the FIFA Disciplinary Committee (FDD-23090) passed on 26 March 2025.*

*(3) To order the Appellant to bear all costs incurred in the present procedure, as well as to pay the Second Respondent a contribution towards his legal costs.”*

114. The Coach submits the following arguments in support of his position:

**C.1 The Appeal is inadmissible**

115. It is unequivocally clear that the Appellant is attempting to reopen the merits of the PSC Decision, despite its final and binding nature. However, any such reconsideration is inadmissible in the present proceedings. It is undisputed that the Appellant neither requested the grounds of the PSC Decision nor lodged an appeal within the applicable deadline. This omission constitutes a forfeiture to its right for appeal. Accordingly, the PSC Decision became final and binding as of 11 February 2025.
116. In an effort to circumvent this outcome, the Appellant now contends that it was unaware of the pending FIFA PSC proceedings, alleging that it had not registered with the FIFA Legal Portal until March 2025, thereby preventing it from responding or appealing in due time. This argument is untenable. The Appellant was repeatedly notified – through both general notices and three separate email communications from FIFA – of its obligation to create an account on the FIFA Legal Portal and of the legal consequences for failing to do so. Moreover, Article 10 of the FIFA Procedural Rules confirms that FIFA was legally entitled to notify the Appellant using the contact details it had previously provided.
117. This principle was reaffirmed in CAS 2023/A/9943, where a Chinese club claimed it was unaware of the proceedings initiated by a player and only became aware of the matter when a domestic registration ban was enforced by the CFA. The sole arbitrator rejected this claim, stressing that it was the club’s responsibility to maintain and update its contact information, and that its failure to do so constituted fault and negligence.
118. Furthermore, Article 25 of the RSTP affirms that sanctions for non-compliance with a decision may be extended to sporting successors. Since the PSC Decision determined that the Appellant is the sporting successor of the Old Club X., the legal basis for imposing a sanction is clearly established. Additionally, Article 8(2)(a) of Annexe 2 of the RSTP confirms that the FIFA PSC acted in full compliance with the applicable regulations and that the Appellant was explicitly informed of the legal consequences for failing to comply with the PSC Decision (see para. 109 above).
119. The Appellant has failed to articulate or demonstrate why the registration ban would be unjustified or disproportionate. Its only argument is that the underlying PSC Decision should be annulled – a position that is procedurally impermissible at this stage.

120. Permitting the Appellant to revisit the PSC Decision would undermine the principle of legal certainty, reward procedural negligence, compromise the finality of binding decisions, and result in manifest injustice to the Coach.
121. Accordingly, the Panel must uphold the procedural integrity of the FIFA dispute resolution system and declare the Appeal inadmissible.

### **C.2 As to the allegedly time-bar of the Coach's Claim**

122. The Appellant contends that the Coach's request for resumption of proceedings before the FIFA PSC was improperly granted, asserting that the Coach's Claim was time-barred and that the FIFA PSC failed to recognize this. These arguments are without merit.
123. The Panel must note that no official communication from the relevant national association – confirming either the establishment or the affiliation date of the successor club, which could potentially trigger the commencement of any statutory time limit – was submitted or made available to the parties during the FIFA PSC proceedings. It is important to emphasize that, contrary to the Appellant's position, the FIFA PSC is under no obligation to proactively investigate or supply such information. Proceedings before the FIFA PSC are adversarial in nature and governed by the principle of burden of proof, whereby the parties bear full responsibility for presenting the relevant facts and evidence in support of their claims or defenses.
124. While it is recognized that the fact-finding process must eventually be concluded, it is fair and reasonable – particularly in the interest of procedural justice – to afford players and coaches a renewed two-year limitation period, commencing from the date on which FIFA administratively closes the matter against the original debtor. In this case, that date was 2 September 2022, when FIFA closed the proceedings against the Old Club X. Since the Coach submitted his request to reopen the proceedings on 31 August 2024, the Coach's Claim was clearly filed within the applicable time frame.
125. Accordingly, the Appellant's statute of limitations argument must be dismissed – not only because the Appeal is inadmissible and CAS is procedurally precluded from entertaining the matter, but also because the FIFA PSC did not overlook the issue. On the contrary, the FIFA PSC properly addressed and ruled on the timeliness of the Coach's Claim.

### **C.3 As to the sporting succession**

126. The decisive question in this matter is whether the new entity continues, both in substance and in public perception, the sporting activity and identity of the former club. Applying

these criteria leads to a clear and compelling conclusion that the Appellant is the sporting successor of the Old Club X.

127. The PSC Decision correctly concluded that the Appellant must be recognized as the sporting successor to the Old Club X. and must assume the resulting obligations, including the outstanding debt owed to the Coach.
128. The elements evidencing sporting succession are essentially the following:
  - (i) The club's history
129. The Appellant contends that it cannot be deemed as the sporting successor, claiming that it was established before the formal withdrawal of the Old Club X. from Chinese professional football and that it possesses its own independent football history.
130. This argument, however, is unpersuasive considering established CAS jurisprudence. CAS panels have consistently affirmed that the temporal overlap or formal co-existence of two clubs is not decisive. What matters is not the chronology of events but rather the transfer of core elements that define a club's sporting identity (CAS 2024/A/10431; CAS 2023/A/9809). In this case, the evidence overwhelmingly supports such conclusion.
  - (ii) The continuation of players and staff
131. The Appellant attempts to reduce significance of the transfer of several key players from the Old Club X. to its own team, attributing this to geographic convenience. However, this explanation falls short. What is relevant is not merely the number of individuals involved but also the quality, timing, and context of the transitions. It is undisputed that some players joined the Appellant immediately, while others followed shortly thereafter, with some even assuming coaching responsibilities. These facts clearly point to a deliberate and coordinate effort to preserve the sporting identity of the Old Club X., rather than coincidental or incidental recruitment.
132. Equally unconvincing is the Appellant's attempt to trivialize its employment offer to the Coach. This was not a routine hiring decision. The Coach had previously worked with the Old Club X., in the same city and within the same professional environment. The Appellant's approach to the Coach – among countless available professionals – demonstrates an intentional acknowledgment of the continuity and value his prior experience would bring to the Appellant. Significantly, the Coach's willingness to engage in negotiations was explicitly conditioned upon the Appellant's assumption of part of the debts owed by the original debtor. This conditional arrangement evidences a direct link

between the two entities and constitutes a clear admission – implicit or explicit – of sporting succession.

133. The Coach conducted himself with professionalism and integrity, simply asserting his legitimate right to unpaid remuneration for services rendered. The Coach’s Claim was based on a good faith belief – subsequently confirmed by FIFA – that the Appellant is the sporting successor to Old Club X. To portray his conduct as opportunistic is wholly baseless and unjust.

(iii) The shared identity, branding and fan base

134. The Appellant has adopted identical team colors (red and blue), retained the slogan “*Fight for X.*”, and continued to benefit from the support of the same fan base that once followed the Old Club X. This alignment is neither incidental nor inconsequential. Visual and cultural markers – such as jerseys, chants, and slogans – are integral components of a club’s identity and continuity.
135. Furthermore, both the Appellant and the Old Club X. share the name ‘X.’, and no other professional football currently represents the city. Notably, the Appellant’s decision to change its jersey color from pink to red, in response to fan requests, underlines a deliberate effort to associate itself with the legacy of the Old Club X. Such a strategic branding shift is a compelling indicator of sporting succession, irrespective of the underlying motivations.

(iv) The stadium usage

136. The Appellant denies any connection to the Old Club X.’s stadium, asserting that its official home ground is the A. stadium, located approximately one hour away. While this geographic distance is noted, it is not determinative in the assessing sporting succession. What is relevant is the symbolic and functional use of infrastructure historically associated with the former club. Despite the Appellant’s denial, it hosted a high-profile friendly match against Uruguay’s under-20 national team at the stadium formerly used by the Old Club X. The match received public and media attention, with coverage clearly associating the Appellant with X.’s top-tier football heritage. The use of the stadium for a such relevant international match underscores both symbolic continuity and practical continuation of infrastructure.
137. Additionally, the Appellant’s efforts to delete or modify online content linking it to the stadium raises further concerns. If no connection to the stadium truly existed, such actions would be unwarranted. This conduct suggests, at the very least, a tacit acknowledgment of

the narrative of sporting succession – if not a deliberate attempt to distort or manipulate the evidentiary record.

(v) The structural continuity and government involvement

138. The Appellant contends that its shareholder structure differs from that of the Old Club X., but this argument is unfounded.
139. The central issue is not the identity of the shareholders, but rather the continuity of public policy and government support aimed at preserving X.'s presence in professional football. Following the failure of the government-backed equity reform of the Old Club X. in late 2021, the same local authorities facilitated and endorsed the establishment of the Appellant.
140. This represents a strategic reallocation of institutional backing – not the organic creation of an entirely new club. The State's continued commitment to professional football in X. found a new vehicle in the Appellant, thereby evidencing both structural and functional continuity to prove sporting succession.

**C.4 As to the alleged violation of Swiss public policy**

141. The Appellant claims that the imposition of the transfer ban violates Swiss public policy under Article 190(2)(e) of the PILA, alleging that it was unable to defend itself before the FIFA PSC. This argument, however, is entirely unsubstantiated.
142. The Appellant was duly notified of the Coach's Claim and was given the opportunity to be heard. It simply failed to respond within the prescribed time limit.
143. The Appellant's repeated failures to participate in the proceedings effectively nullifies any credible claim of procedural unfairness. The record demonstrates that its procedural rights were fully respected. It was the Appellant's own inaction, not any flaw in the proceedings, which led to the imposition of the transfer ban.
144. The FIFA PSC carefully assessed all factual indicators and reached a reasonable conclusion that the Appellant is the sporting successor to the Old Club X. Pursuant to Article 13 of the FIFA Procedural Rules, the FIFA PSC enjoys broad discretion in evaluating the relevance and weight of the evidence. Parties are not entitled to dictate which evidence should be deemed authoritative, nor how it should be assessed.

145. The Appellant has failed to demonstrate how any alleged misinterpretation or evaluation of the evidence amounts to a violation of Swiss public policy. It identifies no infringement of a fundamental legal principle or of a basic tenet of the Swiss legal order.
146. The Appellant further argues that the transfer ban is disproportionate, particularly in light of its purported lack of connection to the Old Club X. However, this argument rests on a false premise. The FIFA PSC correctly determined that the Appellant is the sporting successor of the Old Club X. The sanction has therefore been imposed on the appropriate party. Moreover, the financial amount at issue – approximately CHF 200,000 – is relatively modest and cannot credibly be viewed as a threat to the Appellant’s economic viability.
147. The Appellant’s speculation that it may face further claims from other former players or staff is entirely unsubstantiated. Even if additional claims were to arise, the Appellant would have every right to defend itself. Such claims would also be governed by the two-year limitation period established under FIFA regulations, rendering any suggestion of an overwhelming wave of litigation implausible.
148. In conclusion, there is no infringement of Swiss public policy. The transfer ban does not violate any fundamental principle of the Swiss legal order and cannot be considered manifestly incompatible with Swiss public values. The Appellant’s argument must therefore be dismissed in its entirety.

## **V. JURISDICTION**

149. In accordance with Article 186 of the PILA, the CAS has the power to decide upon its own jurisdiction.
150. Article R47 of the CAS Code states that:
- “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.”*
151. Pursuant to Article 49(1) of the FIFA Statutes (2024 Edition):

*“FIFA recognizes the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, members associations, confederations, leagues, clubs, players, officials, football agents and match agents.”*

152. The Appellant also relies on Article 50(1) of the FIFA Statutes as the provision conferring jurisdiction on the CAS to hear this dispute, since it states that “[a]ppeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.”. The Respondents, in turn, did not contest the jurisdiction of CAS to hear this dispute.
153. The Order of Procedure has been duly signed by the Parties, confirming the jurisdiction of the CAS.
154. Therefore, it expressly follows that the CAS has jurisdiction to hear this dispute.

## **VI. ADMISSIBILITY**

155. 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. After having consulted the parties, the Division President may refuse to entertain an appeal if it is manifestly late.”*

156. Pursuant to Article 50(1) of the FIFA Statutes:

*“Appeals against final decisions passed by the 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.”*

157. The Appealed Decision was notified to the Appellant on 26 March 2025, and the Statement of Appeal was filed on 7 April 2025. The Appeal complies with all admissibility requirements set forth in Article R48 *et seq.* of the Code. Furthermore, the Respondents have not contested the admissibility of the Appeal.
158. In view of the above, the Appeal is admissible.

## VII. APPLICABLE LAW

159. Pursuant to Article R58 of the CAS Code, in an appeal arbitration procedure before the CAS:

*“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in absence of such 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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”*

160. Article 49(2) of the FIFA Statutes provides as follows:

*“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.”*

161. The Parties do not dispute the applicability of the FIFA regulations as the “applicable regulations” within the meaning of Article R58 of the CAS Code, with Swiss law being applied on an additional basis.

## VIII. MERITS OF THE APPEAL

### (A) PRELIMINARY ISSUES

#### (A.1) The Extent of the Powers of the CAS

162. Pursuant to Article R57(1) of the CAS Code, the Panel has the “*full power to review the facts and the law*”. As repeatedly stated under CAS jurisprudence, with reference to this provision, the CAS appeals arbitration procedure entails a *de novo* review of the merits of the case and is not confined merely to deciding whether the decision appealed was correct or not. Accordingly, it is the function of the Panel to make an independent determination as to the merits.

#### (A.2) The Applicable Burden and Standard of Proof

163. The Panel notes that it is for the party that derives a claim from a certain fact to prove the existence of such fact which is explicitly contained under Article 8 of the SCC. As for the standard of proof, the Panel applies the standard of comfortable satisfaction, which is less

demanding than that of “proof beyond a reasonable doubt”, but higher than the mere balance of probability.

**(B) THE SCOPE OF THE APPEAL**

164. Before turning to the substantive legal issues at stake, the Panel finds it necessary to first clarify the scope of the Appeal.

165. The Panel notes that the scope of the Appeal should be confined to the Appealed Decision (see para. 21 above), which imposed an international player registration ban on the Appellant for failing to satisfy certain financial obligations. In other words, the Panel’s review is limited to determining whether the registration ban was properly imposed as a result of the Appellant’s non-compliance with the PSC Decision. Nevertheless, the Panel acknowledges that the Appellant’s request for review is broader in scope.

**(C) ISSUES TO BE DETERMINED**

166. The Panel notes that the Appellant challenges the Appealed Decision on two principal grounds: first, that the Coach’s Claim was filed outside the statutory limitation period (and is therefore time-barred) and second, that it is not the sporting successor of the Old Club X. In essence, the New Club X. contends that it became aware of the PSC Decision – which determined, *inter alia*, that the Appellant is the sporting successor of the Old Club X. – only recently. Accordingly, it submits that, in this appeal proceedings and by virtue of the Panel’s *de novo* powers, it may seek a review of that determination in the PSC Decision. The Panel further observes that the New Club X. does not directly challenge the findings of the Appealed Decision itself, rather, it claims that its recent awareness of the PSC Decision justifies challenging both decisions within these appeal proceedings.

167. Given that the Appeal is directly against the Appealed Decision – which did not adjudicate on the merits of the sporting succession issue – and, indirectly, against the PSC Decision – which expressly determined that the New Club X. is the sporting successor of the Old Club X. – the Panel must first determine whether review of the PSC Decision is admissible. If this answer is in the affirmative, the Panel must then proceed to assess whether the Coach’s Claim was filed within the statutory limitation period under the applicable regulations.

168. Accordingly, the issues to be examined and determined by the Panel are as follows:

- (i) Authority to Review the PSC Decision: Does the Panel have the authority to examine and review the PSC Decision, which determined that the New Club X. is the sporting successor of the Old Club X.? In other words, is the challenge of the

PSC Decision admissible within these arbitration proceedings? In addressing this issue, the Panel must consider the New Club X.'s contention that it only became aware of the PSC Decision in March 2025 and, therefore, that both FIFA decisions (the Appealed Decision and the PSC Decision) may be challenged in the present appeal proceedings.

- (ii) Legal Consequences if the Review of the PSC Decision is Admissible: If the answer to the first question is affirmative, then, the Panel must determine whether the Coach's Claim was filed outside the applicable statutory limitation period. If not, the Panel should determine if the New Club X. is to be considered the sporting successor of the Old Club X. and what legal consequences would follow from such determination.
- (iii) Legal Consequences if the Review of the PSC Decision is Inadmissible: if the answer to the first question is negative, the Panel must determine the legal implications arising from the appeal against the PSC Decision being declared inadmissible.

(C.1) Authority to Review the PSC Decision?

169. The analysis of this issue requires, first, an understanding of the current FIFA system for communicating decisions, and second, an assessment of whether the New Club X.'s arguments, namely, that it only became aware of the PSC Decision in March 2025 – is credible and acceptable. If this contention is accepted, the next step is to determine whether the appeal against the PSC Decision was lodged within the time limit prescribed by the FIFA Statutes, specifically the 21-day deadline set forth in Article 50(1).

(C.1.1) Procedures governing the communication of FIFA decisions

170. The legal framework governing the communication of FIFA decisions is set out in Article 10 of the FIFA Procedural Rules, which provides, *inter alia*, that “*all communications shall be undertaken via the Legal Portal operated by FIFA.*” The same provision further stipulates that “*parties must review the Legal Portal at least once per day for any communications from FIFA*” and that “*clubs and member associations are responsible for any procedural disadvantages which result from their failure to do so.*” Article 10(2) of the FIFA Procedural Rules reinforces the binding nature of documents uploaded to the FIFA Legal Portal, stating that such communications are deemed validly notified once posted therein. Furthermore, Article 10(3) of the FIFA Procedural Rules requires each party to

- ensure that its contact details are accurate and properly linked to its account, particularly where the party is registered in the FIFA TMS.
171. The FIFA Legal Portal was introduced through FIFA Circular No. 1795 and made mandatory as of 1 May 2023 by FIFA Circular No. 1842. Its stated purpose is to provide a secure, centralized, and transparent platform for all procedural correspondence, including the submission of claims, service of documents, and delivery of decisions. This system has replaced all previous channels of communication such as email, courier, or postal services.
172. The FIFA Legal Portal offers a single digital interface through which parties must file submissions, receive notifications, access decisions, and monitor the status of ongoing cases. By consolidating these functions into one controlled environment, FIFA aims to ensure that communications are secure, traceable, and verifiable, thereby reducing disputes regarding delivery or access to procedural documents and promoting procedural efficiency, consistency, and legal certainty.
173. Legal certainty is a fundamental principle in international sports dispute resolution, and the rules governing the FIFA Legal Portal are designed to safeguard it. Consequently, when a party fails to comply with its portal obligations – whether by neglect, omission, or indifference – it must accept the procedural consequences of such non-compliance.
- (C.1.2) *Can the reasons invoked by the New Club X. justify a finding that the PSC Decision was not properly notified to it on 31 January 2025?*
174. The New Club X. contends that it was not duly informed of the Coach’s Claim or of the subsequent FIFA PSC proceedings and asserts that it had no knowledge of the PSC Decision ordering payment.
175. FIFA and the Coach dispute this position, maintaining that the New Club X. was properly notified of the PSC Decision and that any alleged lack of notice lies solely within the New Club X.’s responsibility.
176. At this particular juncture, the Panel would like to highlight that the CEO of the Appellant, E., confirmed at the hearing that they had indeed received the communications from FIFA regarding the Coach’s Claim (see paras. 14, 15 and 16 above) and the notification of the PSC Decision, on 31 January 2025 (see para. 18 above). However, they considered those communications to be illegitimate.
177. As established in the foregoing analysis (see paras. 170 to 173), the FIFA Procedural Rules impose clear and strict obligations on clubs to use the FIFA Legal Portal and to ensure that

their contact details are kept accurate and up to date. FIFA's own 'Frequently Asked Questions' (FAQ's) clarify that, as of 1 May 2023, the FIFA Legal Portal is the sole valid means of communication in contractual disputes, that any contact information provided by a party is "*binding on the party*", and that clubs are responsible for any failure to consult the portal. Accordingly, any party engaging in proceedings before FIFA's legal bodies must: (i) be registered on the FIFA Legal Portal; (ii) ensure that its portal credentials and contact information are up to date; and (iii) monitor the platform on a daily basis for correspondence.

178. CAS jurisprudence leaves no doubt that a party bears the risk of its own failure to receive notifications transmitted via the FIFA Legal Portal. The Panel would like to emphasize the case CAS 2024/A/10646 (para. 50), in which a professional football club affiliated to FIFA "*is responsible to take every necessary precaution for being able to use the FIFA Legal Portal.*". In this case, the club failed to submit a defense and argued that its right to be heard had been infringed because it could not access the FIFA Legal Portal after changing the club's email address. In that case, the sole arbitrator dismissed the argument and placed the burden on the club to ensure the continued receipt of FIFA notifications.
179. This Panel reaffirms that the FIFA Legal Portal is a mandatory communication channel and that clubs must maintain uninterrupted access, taking proactive steps to resolve any technical or administrative issues that may arise. A club cannot invoke an alleged lack of access as a valid excuse for inaction. Failure to monitor and secure portal access rests entirely with the club – in this case with the New Club X. – and the consequences of such failure must be borne solely by it.
180. Particular attention must also be given to CAS 2022/A/8598, in which the panel held that a decision is considered notified once it has entered the recipient's '*sphere of control*' – that is, when the party has the opportunity to access it, regardless of whether it actually does.
181. In the present case, the Panel finds that FIFA complied with the prescribed notification procedure. On 24 September 2024, FIFA sent an email to the address registered in the New Club X.'s TMS account, expressly notifying it of the Coach's Claim and reminding the New Club X. that "*proceedings before the Football Tribunal are conducted exclusively through the FIFA Legal Portal*". This communication placed the New Club X. on clear notice of its obligation to register on the portal and to monitor it regularly.
182. The New Club X. had ample opportunity to access all relevant communications. FIFA sent a reminder email on 24 September 2024 and uploaded the PSC Decision to the FIFA Legal Portal on 31 January 2025. In the absence of conclusive evidence that the email failed to

- reach the New Club X.'s system – which has not been provided – FIFA's notifications must be deemed valid and effective.
183. The New Club X. claims that it “*didn't see the need*” to register on the FIFA Legal Portal. Such conduct is wholly incompatible with the clear procedural requirements set out in the FIFA Procedural Rules.
184. The New Club X. neither alleges nor proves any circumstance of *force majeure* or technical impediment that could have prevented compliance. Unlike in cases such as CAS 2024/A/10474, where extraordinary events – such as serious illness or system outages – were demonstrated, the New Club X.'s omission here was a matter of choice, amounting to gross negligence.
185. Article 10 of the FIFA Procedural Rules (see para. 97 above) unequivocally states that clubs are “*responsible for any procedural disadvantages*” resulting from their failure to consult the FIFA Legal Portal. A party cannot disregard FIFA's established communication channel without consequence. By failing to check the FIFA Legal Portal – and disregarding the email prompts to do so – the New Club X. assumed the procedural and legal risks of missing official notifications.
186. The New Club X. was required to register on the FIFA Legal Portal and to monitor it daily for updates. Compliance with this duty would have ensured timely receipt of both the Coach's Claim and the subsequent PSC Decision. The New Club X.'s failure in this regard is entirely self-inflicted, and the justification offered has no merit. A party cannot evade or postpone the legal consequences of a decision by disregarding the official communication channel established by the governing body. The Panel considers this obligation mandatory, and any deviation may be accepted in exceptional circumstances that are duly substantiated.
187. The Panel empathizes that it is well established in CAS jurisprudence that a decision is considered notified once it enters the recipient's *sphere of control*, meaning the relevant moment is when the party has the possibility to become acquainted with the contents of the decision, regardless of whether it has actually done so (CAS 2019/A/6253 and CAS 2020/A/7494, citing CAS 2006/A/1153; CAS 2009/A/1548).
188. The PSC Decision was uploaded to the FIFA Legal Portal on 31 January 2025, at which point the New Club X. had the opportunity to access and review it. By that act alone, the decision entered the New Club X.'s sphere of control and must be deemed properly notified on that date. As no party requested the grounds within the 10-day period following notification, the PSC Decision became final and binding on 11 February 2025.

189. Pursuant to Article 15(5)(6) and (7) of the FIFA Procedural Rules, failure to request the grounds of a decision within ten calendar days results in the decision becoming final and binding, and the party is deemed to have waived its right to appeal. This much has also been confirmed by CAS jurisprudence (see, among others, CAS 2018/A/5898, paras. 68-70) and the legal doctrine on the subject:

*“If the rules of a federation provide that only the operative part of the decision will be issued and the parties have the possibility to request the grounds within 10 days, it is accepted that the time limit to appeal to the CAS will start after 10 days. If the parties do not ask for the grounds within this time limit, the decision will become final and an appeal would no longer be admissible before the CAS.”*

(See Mavromati, Despina & Reeb, Matthieu, *The Code of the Court of Arbitration for Sport: Commentary, Cases and Materials* (2nd ed., Kluwer Law International 2025), p. 473)

190. Once a decision attains such finality, it cannot be indirectly challenged through subsequent appeal proceedings.

(C.2) *Legal Consequences of the Inadmissibility of the Appeal Against the PSC Decision*

191. The Appellant’s failure to pay the amounts due to the Coach within the prescribed 45-day period triggered the application of the measures under FIFA regulations. Pursuant to Article 8 Annexe 2 of the RSTP (see para. 109 above) and in accordance with the warning contained in the PSC Decision, the FIFA DC was entitled to impose a transfer registration ban as a means to compel compliance.

192. The registration ban is a direct and lawful consequence of the New Club X.’s non-compliance with a final payment order. It shall remain in force until the debt to the Coach is paid or, in any event, for a maximum of three consecutive registration periods, whichever occurs first.

193. Any arguments concerning the merits of the PSC Decision are therefore inadmissible and cannot be revisited at this stage.

(C.3) *Conclusion*

194. For the above-mentioned reasons, the Panel finds no merit in the Appellant’s submissions and, therefore, dismisses the Appeal and upholds the Appealed Decision in its entirety. All

remaining claims and arguments are dismissed as moot and require no further consideration.

**IX. COSTS**

(...)

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## **ON THESE GROUNDS**

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

1. The appeal filed by X. Football Club on 7 April 2025 with respect to the FIFA Players' Status Committee Decision rendered on 28 January 2025 is inadmissible.
2. The appeal filed by X. Football Club on 7 April 2025 with respect to the FIFA Disciplinary Committee Decision rendered on 26 March 2025 is dismissed.
3. The FIFA Disciplinary Committee Decision rendered on 26 March 2025 is confirmed.
4. (...).
5. (...).
6. (...).
7. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 22 December 2025

## **THE COURT OF ARBITRATION FOR SPORT**

Rui Botica Santos  
President of the Panel

Jiahe Liu  
Arbitrator

Luigi Fumagalli  
Arbitrator