

**CAS 2025/A/11656 ASD Ostuni Calcio 24 v. Juan Ignacio Echarri Naum & FIFA**

**ARBITRAL AWARD**

delivered by the

**COURT OF ARBITRATION FOR SPORT**

sitting in the following composition:

Sole Arbitrator: Jerome Perlemuter, General Secretary, Lawyer, Lecturer

in the arbitration between

**ASD OSTUNI CALCIO 24**, Italy

Represented by Stefano La Porta and Luigi Primicerio, Attorneys-at-Law, Italy

**Appellant**

**And**

**Mr Juan Ignacio Echarri Naum**, Argentina

Represented by Fernando Manuel Soria and Luciano Pugnaroni, Attorney-at-Law, Spain

**First Respondent**

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

Represented by Alexander Jacobs, Senior Legal Counsel, FIFA Litigation Department, USA

**Second Respondent**

**I. PARTIES**

1. ASD Ostuni Calcio 24 (the “APPELANT” or “OSTUNI 24”) is an Italian football club, affiliated to the Italian Football Federation (“FIGC”) playing the seventh tier of Italian Football.
2. Mr JUAN IGNACIO ACHERRI NAUM is a professional Argentinian football player (the “PLAYER”) born on 20 August 1990.
3. The *Fédération Internationale de Football Association* (“FIFA”) is the international governing body for football. FIFA exercises regulatory and disciplinary powers over national associations, leagues, clubs, players and officials belonging to its affiliates. FIFA is an association under Articles 60 et seq. of the Swiss Civil Code with headquarters in Zurich, Switzerland.
4. The PLAYER and FIFA are referred to individually as the “RESPONDENT” and collectively as the “RESPONDENTS”.

**II. FACTUAL BACKGROUND****A. Backgrounds Facts**

5. Below is a summary of the relevant facts and allegations based on the Parties’ written submissions, pleadings and evidence adduced and at the hearing. Additional facts and allegations found in the Parties’ written submissions, pleadings and evidence may be set out, where relevant, in connection with the legal discussion that follows. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence it he considers necessary to explain his reasoning.
6. The club “ASD Ostuni 45” (“OSTUNI 45”), that is not a party to this CAS proceeding, was an amateur club.
7. In the middle of the 2023/2024 season, OSTUNI 45 withdrew from the fifth tier in Italian football in which it was competing. It ceased to be active on 15 February 2024 and ceased to be affiliated with the FIGC on 30 June 2024.
8. All players and staff members saw their registration terminated in accordance with FIGC regulations.

9. OSTUNI 24 was founded on 8 May 2024, affiliated with the FIGC on 9 August 2024 and started competing in the seventh tier of Italian football as from the season 2024/2025 by decision of the FIGC Regional Committee of 21 August 2024.
10. OSTUNI 24 runs its activities in the village of Ostuni, as OSTUNI 45 did.

**B. Proceedings before FIFA**

11. On 7 February 2024, the Dispute Resolution Chamber of the FIFA Football Tribunal ordered OSTUNI 45 to pay to the PLAYER an amount of EUR 6,000 as outstanding remuneration plus 5% interest p.a. as from 1 December 2022 until the date of effective payment, in relation to the employment agreement between the PLAYER and OSTUNI 45. No payment was made by Ostuni 45.
12. On 19 April 2024, the PLAYER filed a claim before the FIFA Disciplinary Committee (“FDC”) requesting the enforcement of the decision of the FIFA Football Tribunal. FIFA imposed a registration ban on OSTUNI 45.
13. On 21 February 2025, the PLAYER filed a request to the FIFA Disciplinary Committee to enforce the decision against OSTUNI 24 considering that OSTUNI 45 was no longer affiliated to the Italian Football Association (“FIGC”) and alleging that OSTUNI 24 should be held liable as the sporting successor of OSTUNI 45 pursuant to article 21.4 of the FIFA Disciplinary Code which provides that 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.
14. OSTUNI 24’s comments before the FDC were submitted in Italian and disregarded as such by FIFA according to article 47 of the FIFA Disciplinary Code.
15. On 27 May 2025 the FDC decided that (the “Appealed Decision”):
  1. *“ASD Ostuni Calcio 2024 (the Respondent) is considered responsible for the debts incurred by ASD Ostuni Calcio 1945 and, as such, is found responsible for failing to comply in full with the FIFA decision rendered on [7 February] 2024 (FPSD-13181).*
  2. *The Respondent is ordered to pay to Juan Ignacio Echarri Naum (the Creditor) as follows:*
    - *EUR 6,000 as outstanding remuneration plus 5% interest p.a. as from 1 December 2022 until the date of effective payment;.*
  3. *The Respondent is granted a final deadline of 30 days as from the notification of this Decision to pay the amount(s) 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.”*
16. The operative part of the FDC was notified on 27 May 2025, whereas the grounds were notified on 21 July 2025.

### III. PROCEEDINGS BEFORE THE CAS

17. On 6 August 2025, OSTUNI 24 lodged an appeal before the CAS against the decision of 27 May 2025 by the FDC in the matter Ref. no. FDD-22258, the grounds of which were notified to the Appellant on 21 July 2025.
18. On 7 August 2025, the CAS Court Office initiated appeal arbitration proceedings under the reference *CAS 2025/A/11656 ASD Ostuni Calcio 24 v. Juan Ignacio Echarri Naum & FIFA*.
19. By way of his appeal brief dated 14 August 2025, the Appellant requests the CAS to rule that:
- *“the appeal of the Appellant is admissible;*
  - *the Decision is set aside;*
  - *the Appellant is found not to be the sporting successor of the Original Debtor;*
  - *no sum whatever is to be paid by the Appellant to the Player;*
  - *the Player and/or FIFA are liable to bear all costs and expenses relating to these arbitration proceedings, including the reimbursement of the Appellant’s legal fees and costs.”*
20. In its answer dated 27 October 2025 to the Appeal Brief, FIFA requests the CAS to:
- *“reject the Appellant’s requests for relief;*
  - *confirm the Appealed Decision in its entirety;*
  - *order the Appellant to bear the full costs of these arbitration proceedings; and*
  - *order the Appellant to make a contribution to FIFA’s legal costs and expenses.”*
21. In its answer dated 1 October 2025 to the Appeal Brief, the Player requests the CAS to:
- *“FIRST.- To accept as timely and properly filed the current appeal response brief together with all its annexes.*
  - *SECOND.- To dismiss the appellant's claim and uphold Decision ref. no. FDD-22258 of the FIFA Disciplinary Committee, thereby ordering the sporting successor to comply with Decision ref. no. FPSD-13181 of the FIFA Dispute Resolution Chamber (DRC).*
  - *FOURTH.- To impose the disciplinary measures set forth in the FIFA Disciplinary Code and other federative regulatory bodies, in the event of non-compliance by the sporting successor.*

- *FIFTH.- In any event, to award the Respondent the costs for its defense and to order the Appellant to bear the full costs, expenses, and any other charges arising from these proceedings.*
  - *SIXTH.- To order the Appellant to pay the sum of CHF 7,000 as a contribution towards the legal and other costs incurred by this party in connection with the present proceedings.*
  - *SEVENTH.- For evidentiary purposes, incorporate the file from the FIFA Disciplinary Committee.*
  - *EIGHTH.- To order any other measures it deems appropriate.”*
22. On 5 November 2025, the Parties were informed of the appointment by the Division Deputy President of Mr Jérôme Perlemuter to serve as Sole Arbitrator in the present matter, pursuant to Article R54 of the CAS Code of Sports-related Arbitration (the “CAS Code”).
23. On 1 December 2025, the Parties were called to appear at the virtual hearing scheduled for 15 January 2026, at 2:00 p.m. (Swiss Time).
24. On 6 January 2026, the CAS Court Office acknowledged receipt of the Order of Procedure duly signed by all three Parties.
25. On 15 January 2026, at 2:00 p.m. (Swiss Time), the hearing was held by videoconference by the Sole Arbitrator, assisted by CAS Counsel Ms Shanaize Yahiaoui, with the following attendees:

*For the Appellant*

- Stefano La Porta, representative
- Luigi Primicerio, representative

*For the Player*

- Fernando Manuel Soria, representative
- Luciano Eduardo Pugnaroni, representative

*For FIFA*

- Alexander Jacobs, FIFA Legal Counsel

At the outset of the hearing, the Parties confirmed that they had no objections as to the manner in which the proceedings had been conducted thus far. At the end of the hearing, the Parties confirmed that their right to be heard had been fully respected, and the Sole Arbitrator informed them that an arbitral award would be rendered in due course pursuant to Article R59 of the CAS Code.

#### IV. PARTIES' SUBMISSIONS

26. The Sole Arbitrator has carefully considered all the submissions filed by the Parties. The following summarizes the Parties' main arguments. It does not comprise each contention. Nonetheless, the Sole Arbitrator has duly considered all and any arguments submitted by the Parties.
27. The Appellant, OSTUNI 24, mainly alleges that:
- His appeal is admissible as it is lodged within the applicable timeframe.
  - The applicable law pursuant to Article R58 of the CAS Code is FIFA regulations and subsidiarily Swiss Law.
  - The dispute concerns amateur football in a town of less than 30.000 inhabitants.
  - OSTUNI 24 was founded in 2024 by local citizens with a non-profit aim.
  - For a newly formed football club, the choice to adopt the name and the colors of the village of Ostuni was obvious, as was the need to create a brand new identity and take a distance from OSTUNI 45.
  - The FIFA Disciplinary Committee failed to apply the principles of sport successions.
  - The rules' purpose is to prevent clubs from escaping or circumventing their financial liabilities by making up new entities while in fact continuing their activity.
  - The analysis must consider the amateur dimension and the size of the club.
  - The analysis of the criteria mentioned under article 21 of the FIFA Disciplinary Code and CAS case law must lead to the overturning of the FDC decision:
    - The headquarters are in the same village but in different addresses.
    - The stadium is the same only because it is the only available stadium in the village.
    - The name of the village Ostuni is a link to the territory and not a link between the two entities; "Calcio" was added as well as the year of creation "24" distinguishing the two.
    - Concerning the legal form, both clubs are "ASD" ("associazione sportiva dilettantistica") which means "amateur football association" because it is the sole legal option for amateur clubs.

- Regarding team colors, yellow and blue are the historical and official colors of Ostuni which was an obvious choice and not an original choice.
- The logos have different designs, pantones, fonts, wording and numbering.
- Regarding players, OSTUNI 45's players were released ex officio according to FIGC regulations as decided by the "Regional Committee". All players found new clubs. Unsurprisingly, some amateur players with their residence in Ostuni registered with OSTUNI 24. However, out of the 12 players mentioned by the FDC: 5 were registered between the 2014/2015 and the 2021/2022 seasons as the case may be (Mr Carpino in 2014/2015; Mr. Coccozza in 2018/2019; Mr. Regnani in 2019/2020; Mr. De Pasquale in 2020/2021; Mr. Tanzariello in 2021/2022.); 3 players registered with Ostuni 45 in 2023/2024 had already moved to third-party clubs during the remaining portion of the season before 15 February 2024; 1 player, Mr. Cavallo, remained registered until 15 February 2024 but then joined a third club for the remainder of the 2023/2024 season ; 3 players left Ostuni 45 a few months before the 15 February 2024 and remained without a club. Only in August 2024 they were registered with OSTUNI 24. Mr. Cimaglia was registered with the Original Debtor for 7 days only.
- Regarding the staff, out of the three members who were registered with OSTUNI 45 in the past, two of them (Mr. Bruni and Mr. Cavallo) were not registered during the 2023/2024 season.
- The owner and the management of OSTUNI 24 are completely different with no connection to OSTUNI 45. The President of OSTUNI 24 declared: "We are nine founding members"; "We are starting from scratch, forming a group of riends who want to get involved with the aim of creating a good youth sector"; ""it will be up to the Federation to decide where to place us. We will decide on the coach and players later on" demonstrating discontinuity in ownership and governance and no certainty as to the competition category.
- The club's registration number was not transferred from OSTUNI 45 to OSTUNI 24 and as such article 52 of the FIGC regulations ("NOIF") which obliges the transferee to pay all debts of the transferor was not applied.
- Regarding the competition in which OSTUNI 24 started, it is FIGC's seventh division while OSTUNI 45 was playing in FIGC's fifth division.
- In terms of public perception, OSTUNI 24 never claimed legacy from OSTUNI 45. Football fans' claiming of "Rinasciamo" are linked to the return of football in the village.

- The fan base is similar to that of OSTUNI 45 as the village is small and the passion intact.
  - A broad application of sporting succession creates a risk of discouraging investment in amateur football.
  - The issue is not whether similarities exist but rather whether or not OSTUNI 24 was established to deliberately attempt to evade the debts of OSTUNI 45 or profit from its history.
28. The second respondent, FIFA mainly alleges that:
- OSTUNI 24 portrayed itself as the continuation of OSTUNI 45 benefiting from an established fan base and a reputation. The essential elements identifying OSTUNI 45 have been appropriated by OSTUNI 24 (name, colors, logo, stadium, fans, and even players).
  - OSTUNI 45 has breached Article 21 of the FIFA Disciplinary Code.
  - CAS has jurisdiction pursuant to Article 50(1) FIFA Statutes, and Article R47 of CAS Code. The admissibility of the Appellant's appeal is not contested by FIFA.
  - According to Article 49(2) FIFA Statutes, CAS shall primarily apply FIFA regulations and, additionally, Swiss law. The decision was issued by FIFA and Article R58 of the CAS Code provides that the law of the country in which the body which has issued the challenged decision is domiciled must apply.
  - Sporting succession derives from the principle that if one obtains a benefit it must also accept the associated burdens.
  - Criteria in recent case law includes notably the “eyes of the general public” that is the intention to be seen as the same as the original club. The assessment is conducted case-by-case with no exhaustive list of criteria. Article 21(4) of FIFA Disciplinary Code includes criteria such as “its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned”. The CAS has repeatedly stated that the list is indicative and not exhaustive.
  - In this case OSTUNI 24 shares obvious similarities with OSTUNI 45 and identifies itself as the same club that earned popularity in Ostuni since 2006 benefiting from a pre-existing fan base and value, independently from the amateur dimension:

- The names "ASD OSTUNI CALCIO 1945" and "ASD OSTUNI CALCIO 24" are the same and only different by the year" with a modern rebranding. Other clubs including Ostuni are not comparable (futsal or youth). Lower level clubs or other sport clubs cannot be used as a comparison. Only the club ASD Virtus Ostuni could be comparable and it is clearly different in its name. It creates a public perception of continuity.
- The team colors and logo of OSTUNI 45 and OSTUNI 24 are the same. The colors are yellow and blue, the logos display a shared color scheme, a marina, the Ostuni historical center, a football and the foundation year. The jersey features the same yellow-blue vertical striped pattern. This creates a perception of continuity, colors and logo being of key importance in CAS case law.
- The stadium where OSTUNI 24 plays is the same as OSTUNI 45: “Stadia Comunale Nino Laveneziana” giving a perception of continuity.
- Concerning players and staff: 12 players of OSTUNI 24 were previously registered with OSTUNI 45 with 7 directly going from one to the other. Only one player was registered a long time ago (Davide Carpino). This participates in the perception of continuity. Two staff members have moved from OSTUNI 45 to OSTUNI 24 (Mr Michele Buongiorno, the team manager, and Mr Francesco Cavallo, the referee manager). Mr Luciano Bruni, First Team Manager, has only a two season gap.
- The legal form is the same (Associazione Sportiva Dilettantistica ("ASD")).
- The public perception is that of continuity as shown by OSTUNI 24’s foundation ceremony on YouTube with its President, referring to the "precedente gestione" and to a “new logo”. During the first match, the fans used a banner 'Let us all be reborn together'. This is a deliberate strategy to capitalize on OSTUNI 45 legacy.
- A club is a sporting entity identifiable by itself that transcends the legal entity.
- The fact the the headquarters, the ownership, the management and the registration number are different is not conclusive to exclude sporting succession. The differencing criteria do not detract from the overarching conclusion that there is succession.
- OSTUNI 24 violated Article 21 of the FIFA Disciplinary Code for failing to respect the FDC decision incurring the sanctions provided in this article (final deadline of 30 days to pay, interest rate of 18%, registration ban...).
- CAS should only address whether OSTUNI 24 respected that decision.

- The FIFA Disciplinary Committee and now CAS can only consider the facts arising after the date of the decision namely the creditor and/or FIFA (as the case may be) and not if, for a certain reason, the outstanding amount is not due anymore.
- No payment regarding the amounts contained in the DRC Decision has been made to the Player by OSTUNI 45 or by OSTUNI 24. As a result, the FDC correctly applied Article 21 FDC.

29. The first respondent, the PLAYER, mainly alleges that:

- The CAS has jurisdiction in accordance with CAS Rules of Procedure, FIFA Statutes and FIFA Disciplinary Code at the time of Decision FPSD-15635 of the FIFA Football Tribunal.
- The legislation applicable is the FIFA Disciplinary Code version dated 1 February 2023, and the FIFA Statutes. Subsidiarily, Swiss law shall apply.
- The PLAYER is currently without a club and the sums are vital for his support.
- Sporting succession exists in the absence of fraudulent practices according to the CAS case law.
- Sporting succession is included in Article 21, paragraph 4, of the FIFA Disciplinary Code (ed. February 2023) and Article 25.1 of the FIFA RSTP (ed. June 2024) including a non exhaustive list of criteria to assess it. When applying, the successor entity must assume the financial obligations incurred by the former club, even if it were not a party to the initial agreement. Also, a club transcends the legal entities that operate it.
- In the case of Ostuni, OSTUNI 24, was formed shortly after the disaffiliation of OSTUNI 45 (only 40 days). It must assume the obligations of OSTUNI 45.
- With regards to the passive legitimacy, while OSTUNI 24 was not a party to the proceedings before the FIFA Football Tribunal, it can assert all its arguments to refute the decision of the FIFA Disciplinary Committee. CAS cannot review decision of the FIFA Football Tribunal but can verify the successor's responsibility.
- Regarding the non-exhaustive list of criteria for sporting succession in this case:
  - The headquarters is in the village of Ostuni at the stadium where it carries its activities. Not at the legal headquarters. OSTUNI 24's website mentions its address at the stadium.

- Regarding the stadium itself, even if there was no other choice, it is still a symbol of legacy and continuity. Plus, there is another stadium in Ostuni which was in renovation renovated.
- As for the name, there is a strong similarity between "ASD OSTUNI 1945" and "ASD OSTUNI CALCIO 2024" with the same order: the acronym followed by the name of the city and the year of creation showing that the new club builds on the identity of the old one.
- The logos show considerable similarities: a canvas with a central line that separates the two colors. The colors themselves are the same. In both logos there is a football at the bottom, with illustrations symbolizing Ostuni (walls and city center). Both years of foundation are at the bottom. They have the same shape. OSTUNI 24 logo is a modernized version of OSTUNI 45 logo.
- The colors: if OSTUNI 24 would use the city of OSTUNI colors, it should use light blue and not the same blue of OSTUNI 1945, or even the white color (OSTUNI is the “white city”). The official kits are similar with yellow and blue vertical stripes on the jersey, blue shorts and yellow socks. Even the goalkeeper colors are the same.
- The legal form allows members of OSTUNI 45 to become members of OSTUNI 24 and it is not sufficient to focus on the founders or managers. Also, given the possibility to create a “Societa Sportiva Dilettantistica” (SSD), the choice of an ASD is proof that the intention of continuity.
- Regarding the fanbase, these similarities attract the same fans. OSTUNI 24 and Radio Ostuni made a joint Instagram post related to the club's first victory “Let us all be reborn together. ” The fans also used the slogan in the stadium. A youtube video of radio Ostuni mentions "A team and a city that never give up, that have overcome difficulties, challenges, and dark moments" and for those who are no longer with us and who supported the gialloblu". The public perception of continuity is clear.
- Regarding the sport team and its historical figures, OSTUNI 45 players were specifically welcomed on Instagram. Also, 12 players of OSTUNI 24 played for OSTUNI 24 with 5 players (ANCONA, CAVALLO, CIMAGLIA, PECERE, and VACCA) registering for OSTUNI 24 only a year after leaving OSTUNI 45 including 3 not being registered elsewhere. As for the historic continuity, "Radio Ostuni" on YouTube on 31 December 2024 mentions an “afternoon with the old glories (...). The history of Ostuni Calcio, dear friends, we were so excited".
- For the playing division, FIGC has treated OSTUNI 24 as the successor to OSTUNI 45, granting it the right to participate in a category it did not deserve on sporting merit.

- It should have started in the ninth division, but the Regional Committee considered the “area”, “history”, and “fan base” of the town involved”.
- The other clubs of Ostuni are not comparable to OSTUNI 45 or OSTUNI 24 either because they play in other categories or sports.
  - The public perception also comes from an article from "SPORT BRINDISI" shared on its media by OSTUNI 24 referring to the rebirth of the city's only football club under the name ASD OSTUNI 2024 ("Ostuni's comeback").
  - The public statements of the clubs’ leadership demonstrate sport succession too: OSTUNI 45 President implied in an interview that the club was shut down because of FIFA’s sanctions and the impossibility to meet its financial obligations. The new president of OSTUNI 24 mentioned: “a group of passionate ex-fans”; “I felt indebted to the team fans. I’m a fan”. He also mentions the previous administration.” “the prestige of the team that preceded us” “they grant us category more in line with what we were entitled to (...)”.
  - Hence OSTUNI 24 has consistently acted as the sporting successor of OSTUNI 45 (nemo venire contra factum proprium).
  - Pursuant to Art. 8 of the Swiss Civil Code, the burden of proof lies with OSTUNI 24 and it fails to prove lack of sporting succession (Onus Probandi).
  - OSTUNI 24 has not acted prudently and in good faith. It would be dangerous to overturn the decision of the FIFA Disciplinary Committee.
  - The claim before the FIFA Football Tribunal against OSTUNI 45 and the proceedings before the FIFA Disciplinary Committee against OSTUNI 24 constitute sufficiently active and diligent conduct to recover the claim.

## V. JURISDICTION

30. Article R47 of the CAS Code of Sports-related Arbitration provides 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.* »

31. Article 52 of the FIFA Disciplinary Code provides that « *Decisions passed by the Disciplinary and Appeal Committees may be appealed against before CAS, subject to the provisions of this Code and articles 49 and 50 of the FIFA Statutes.* »
32. Article 49 of the FIFA Statutes provides that « *1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents. 2. 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.* ».
33. The present appeal is filed against a final decision of the FIFA Disciplinary Committee.
34. Hence, by the combination of these provisions, the CAS is competent to adjudicate the present matter.
35. The Sole Arbitrator notes that the jurisdiction of the CAS is not challenged by the Parties.
36. The jurisdiction of the CAS to adjudicate the dispute is further corroborated by the fact that all disputing Parties signed the Order of Procedure.
37. According to Article R57 of the Code, the CAS « *has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance* ».
38. Considering the foregoing, the Sole Arbitrator rules that CAS has jurisdiction over the dispute.

## **VI. ADMISSIBILITY**

39. Pursuant to article 50 of the FIFA Statutes « *1. Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.* »
40. According to article 54, paragraph 5, of the FIFA Disciplinary Code: « *If the motivated decision is requested within the time limit stipulated in paragraph 3 above, the time limit for lodging an appeal begins only on notification of the motivation. Only the parties to which a decision is addressed can request the motivation.* »
41. On 27 May 2025, the FDC found that OSTUNI 24 shall be « *considered responsible for the debts incurred by ASD Ostuni Calcio 1945, and, as such, is found responsible for failing to*

*comply in full with the FIFA decision rendered on 19 September 2024 (FPSD-13181) » as the sporting successor of the Ostuni 45. On 21 July 2025, the relevant grounds were notified.*

42. The FDC Decision was notified on 27 May 2025 while the relevant grounds were notified on 21 July 2025.
43. As a consequence, the required timeframe to file an appeal was ending on 11 August 2025.
44. The statement of appeal was submitted to the CAS on 6 August 2025, within the required time limit.
45. Article R51 of the CAS Code of Sports-related Arbitration provides that « *Within ten days following the expiry of the time limit for the appeal, the Appellant shall file with the CAS Court Office a brief stating the facts and legal arguments giving rise to the appeal, together with all exhibits and specification of other evidence upon which it intends to rely.* »
46. The appeal brief was filed on 14 August 2025 within the required deadline.
47. The Sole Arbitrator further notes that the admissibility is not challenged by the Respondents.
48. Considering the foregoing, the Sole Arbitrator rules that the appeal is admissible.

## **VII. APPLICABLE LAW**

49. Pursuant to Article R58 of the CAS Code of Sports-related Arbitration « *The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.* »
50. The Panel notes that all Parties concur that the law and regulations applicable to the present matter are the FIFA Regulations and, subsidiarily, Swiss law.
51. The Sole Arbitrator further observes that neither Party has invoked Italian national law, contract, labour, bankruptcy, or otherwise.
52. In light of the foregoing, the Sole Arbitrator will apply the FIFA Regulations and, on a subsidiary basis, Swiss law as the sole applicable rules governing this matter.

## VIII. MERITS

53. On the merits, the Sole Arbitrator notes that the issue at stake is whether the decision of the FDC against OSTUNI 45 can be enforced on OSTUNI 24, which requires that OSTUNI 24 is found to be the sporting successor of OSTUNI 45.
54. The relevant provisions of FIFA Regulations are Article 21.4 of the FIFA Disciplinary Code and Article 25.1 of the FIFA Regulation on the Status and Transfers of Players (“RSTP”).
55. Pursuant to Article 21.4 of the FIFA Disciplinary Code « *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.* »
56. Article 25.1 of the FIFA RSTP provides : « *The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued by the Football 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.* »
57. The underlying concept of sporting succession is that a football club constitutes a sporting identity that transcends the specific legal entity operating it. As a consequence, a club may be considered the sporting successor of another club where the former is constituted as a new legal entity, provided that sporting continuity is established with the latter, meaning that the new entity perpetuates the sporting identity of the former. Where this is the case, the new legal entity cannot avoid financial or disciplinary obligations as a result of the dissolution of the previous entity and the re-establishment of the same sporting reality under a different corporate form.
58. By adopting this concept, FIFA Regulations affirm the principle that obligations, such as paying players, respecting contracts, or complying with disciplinary decisions, must follow the « sporting reality » of the club, not legal entity that owns it at a given moment. Articles such as those in the FIFA Disciplinary Code and the RSTP aim to ensure that when a new entity is merely the sporting continuation of the previous club, it inherits the old club’s debts and sanctions.
59. It is well-established that, when determining whether a club is the sporting successor of another, the criteria listed in Articles 21.4 of the FIFA Disciplinary Code and 25.1 of the FIFA RSTP are not exhaustive. It falls to the CAS to examine all relevant circumstances of

the case, including factors not expressly mentioned in these provisions, insofar as they may assist in concluding either that sporting succession exists or that it does not.

60. It is also well-established in matters of sporting succession that intention is not a decisive criterion, although it may serve as a relevant indicator. The assessment primarily turns on the objective continuity between the former club and the new entity. Nevertheless, where there is evidence of an intention to continue the sporting activities of the previous club, such intention strengthens the conclusion that the new entity is its sporting successor. Conversely, the absence of any demonstrable intent may, in cases of doubt, weigh against a finding of sporting succession. Thus, intention is not required to establish sporting succession, but it operates as evidence, amongst other criteria, either in favour of or against, when determining whether one entity is the continuation of another.
61. Also, the fact that OSTUNI 24 operates as an amateur club does not remove it from the scope of the FIFA Regulations, nor more specifically from the application of the sporting succession regulations. The letter of the FIFA Disciplinary Code and of the RSTP apply to all clubs affiliated to a member association, irrespective of whether they are professional or amateur. No evidence is produced that the regulatory intent of these regulations was to exclude amateur clubs from these mechanisms. Accordingly, the amateur status of OSTUNI 24 cannot, in itself, shield the club from the potential consequences of being considered the sporting successor of OSTUNI 45.
62. Finally, assessing sporting succession requires a detailed examination of the similarities and differences between the two clubs across all relevant criteria (those listed in the FIFA Regulations and any others arising from the facts). Each element must first be analysed individually, bearing in mind that not all factors carry the same evidentiary weight. This ensures that every potentially relevant indicator is properly considered before reaching any broader conclusion. Once the individual elements are examined, the analysis must shift to a collective assessment, evaluating whether the similarities outweigh the differences or vice versa and whether, taken together, they reveal a continuation of the same sporting project. Ultimately, the decisive question is whether, in light of the combined elements, the new club would reasonably be perceived by the general public as the continuation or successor of the former club. Public perception is key, as it reflects the overall impression created by the aggregation of similarities and differences.
63. In the present matter, regarding the club name, the Sole Arbitrator notes that both entities adopt the same naming structure: “ASD + OSTUNI + year”. OSTUNI 24 added the term *Calcio*, but this difference is not sufficient to dispel the impression of continuity created by the rest of the naming structure. The pattern is identical: (i) the same legal form ASD, (ii) the same territorial reference Ostuni, and (iii) a year placed at the end. While the legal form ASD may be the standard option for Italian amateur clubs, no evidence has been presented that clubs must use their legal form in their commercial name. In practice, many amateur

clubs do not include any reference to their legal structure. The use of this identical construction, when it is neither mandatory nor customary, cannot be regarded as coincidental. It conveys an impression of filiation between OSTUNI 24 and OSTUNI 45. Even if the year “24” marks a formal break with “1945”, the overall perception remains one of continuity: an ordinary observer sees the same pattern, the same city, and what appears to be a modernised update of the previous name. Such an update may even reinforce the sense of revival or rebirth rather than rupture. The Sole Arbitrator considers the name to be an indicator of continuity between the two entities.

64. Regarding the logos, both reproduce the same essential visual structure. They both feature a shield-shaped emblem, vertically oriented and symmetrical; a two-tone yellow and blue composition, split by a clear dividing line (vertical or diagonal); a depiction of the Ostuni historic centre or city walls; a football positioned at the bottom of the design; the year of foundation placed in the lower section. Given the many indefinite available options in designing a logo in terms of shape, layout, design, positioning... the strong similarities cannot be regarded as coincidental. Once again, the overall impression is of a modernised layout that draws on the graphic heritage of OSTUNI 45. Variations in pantones and fonts appears as minor refinements that do not alter the immediate visual impression. What the observer sees is the same emblematic identity rendered in a more contemporary style. Such updates are typical of refreshment of image rather than rupture. The Sole Arbitrator considers the logo to be another indicators of continuity between the two entities.
65. As far as team colors and the jersey are concerned, both clubs rely on the same yellow-and-blue palette. More importantly, they use the same visual pattern: a home shirt with vertical yellow and blue stripes, combined with blue shorts and yellow socks. Even the goalkeeper's colours of OSTUNI 24 reportedly replicate those historically used by OSTUNI 45. While the Sole Arbitrator notes that yellow and blue are the historical colours of the town, this cannot explain the reproduction of the exact same pattern and identical distribution of colours on the match kit. That level of replication goes beyond a generic civic reference. A jersey is one of the strongest identifiers of a football club. It is what supporters see in the stadium and wear. In football culture, the match kit carries significant symbolic weight. Retaining the same colour scheme and the same striped pattern therefore amounts to preserving the visual identity of OSTUNI 45. The Sole Arbitrator considers that the jersey represents a core element of continuity between the two entities and, taken alone, already strongly suggests sporting succession.
66. OSTUNI 24 plays at the Stadio Comunale Nino Laveneziana, the same venue used by OSTUNI 45. The Sole Arbitrator notes that this choice was dictated by infrastructure constraints, as the only alternative stadium in Ostuni was undergoing renovation. The fact that OSTUNI 24 carries out its sporting activities in the same ground, with the same matchday environment and in front of the same local supporters, may send a signal of continuity, since fans associate a club with its home ground. From the outside, the choice of

stadium naturally contributes to a perception of continuity, as a club's home ground is one of the most visible elements by which fans identify it. However, because the use of this stadium was driven by technical necessity rather than free choice, this criterion cannot be considered decisive on its own. It must be assessed in conjunction with the other indicators and within the broader public perception of whether OSTUNI 24 continues the sporting identity of OSTUNI 45.

67. OSTUNI 24 fielded 12 players who had previously been registered with OSTUNI 45, 7 of whom moved directly from one club to the other, without joining an intervening team or only after brief and unrelated periods elsewhere. The Sole Arbitrator notes that, in an amateur context, some overlap in playing squads may arise naturally due to local demographics and the limited pool of available players. However, the size of the group and the immediacy with which they joined the newly formed club contribute to a perception of continuity. A cluster of returning players reinforces the idea that the sporting activity of the old club has carried over into the new entity. It should however be weighed within the broader overall assessment, where several other elements may point in the same direction.
68. With respect to staff members, the Sole Arbitrator considers this criterion to be of limited relevance in the present case. Sporting succession is assessed primarily through the lens of public perception, and in an amateur football context, the identities of staff members rarely carry significant visibility outside the immediate circle of players and volunteers, unlike professional clubs, where the coach or key staff may be widely known and symbolically tied to the club's identity. Consequently, while the presence of former OSTUNI 45 staff within OSTUNI 24 is noted, this factor does not weigh significantly in the overall assessment.
69. As far as founders are concerned, the founders of OSTUNI 24 differ from those of OSTUNI 45. The new club emphasizes the change in governance and stresses that its president publicly declared they were "starting from scratch." The Sole Arbitrator finds that different ownership and management weigh against continuity, and this factor is in OSTUNI 24's favor.
70. Regarding the competition category, OSTUNI 24 began in the seventh tier, which is lower than the fifth tier where OSTUNI 45 previously competed. It is undisputed by the Parties that the FIGC Regional Committee granted OSTUNI 24 a placement higher than the level ordinarily assigned to a newly formed club which would normally start from the ninth tier. The committee justified this decision by referring to the "*area, history and fan base of the town*". While this demonstrates that the sporting authorities viewed OSTUNI 24 as carrying the footballing tradition of Ostuni, it does not necessarily indicate that they considered it the legal or sporting continuation of OSTUNI 45. Rather, the placement reflects a recognition of the town's footballing context, not necessarily a formal link between the two entities. Hence, the Sole Arbitrator does not find this criterion to weigh in favor of sporting succession.

71. As far as intention is concerned, the Sole Arbitrator notes that the leadership of OSTUNI 24 did not make any explicit declaration that the new club wished to position itself as the continuation of OSTUNI 45, and some comments indeed stressed the idea of “*starting from scratch*”. However, several public statements and contextual elements show that the leadership was not indifferent to the legacy of the former club and, in certain instances, deliberately invoked or relied upon it, even if in indirect terms. Media interviews at the time of OSTUNI 24’s creation referred to, among other things, a “*group of passionate ex-fans*”, “*I felt indebted to the team’s fans — I’m a fan too*”, “*the prestige of the team that preceded us*”, and mentions of the “*previous administration*”. Although none of these remarks constitutes an explicit acknowledgement of placing OSTUNI 24 within the legacy of OSTUNI 45, the Sole Arbitrator considers that they reflect an underlying intention to reconnect with the football tradition associated with OSTUNI 45. This intention is further reinforced by the striking similarities in the jersey, the logo and the naming structure, the similarities of which cannot be purely coincidental as thus manifest an intention to build upon the legacy of OSTUNI 45. Taken together, these features suggest that the leadership sought to build upon the history of Ostuni’s former club, even while avoiding a direct claim of formal succession.
72. After having analyzed all criteria put forward by both the Appealant and the Respondents, the Sole Arbitrator notes that many criteria converge with significant weight towards sporting succession: the jersey, nearly identical in colours, pattern and symbolism, remains one of the most powerful continuity signals in football culture, the logo, modernized but clearly derived from OSTUNI 45, conveys legacy visually and unequivocally, the name, using the same structure and design, reinforcing the impression that this is the same club with a refreshed year, the stadium and fan base, combined with the messaging at the club’s launch, solidify the idea of unbroken sporting identity, players and staff overlaps, although less decisive, fit the same pattern of continuity. Against this, the differences, though noted, do not outweigh the much stronger sporting and visual identifiers.
73. As a consequence, in combination, the Sole Arbitrator finds that the similarities are sufficiently strong to create a public perception that OSTUNI 24 is the direct continuation of OSTUNI 45.
74. Such conclusion is corroborated by actual substantive evidence of public perception brought forward: the banner “*Let us all be reborn together*” at the inaugural match; the social media messaging by Radio Ostuni referring to “*the history of Ostuni Calcio*”, the local media using expressions such as “*Ostuni’s comeback*”, the club’s presence in videos and communications emphasizing heritage, even implicitly. Although fan identity is inevitable in a small town and does not imply legal or economic continuity, public perception remains one of the most weighty factors in sporting-succession analysis.

75. As a consequence, the Sole Arbitrator finds OSTUNI 24 to be the sport successor of OSTUNI 45 and will confirm the Appealed Decision in its entirety.

**IX. COSTS**

(...)

## ON THESE GROUNDS

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

1. The appeal filed on 6 August 2025 by ASD OSTUNI CALCIO 24 against Mr Juan Ignacio Echarrí Naum and the *Fédération Internationale de Football Association* is dismissed;
2. The decision passed on 27 May 2025 by the Disciplinary Committee of the *Fédération Internationale de Football Association* under the reference FDD-22258 is confirmed in its entirety;
3. (...);
4. (...);
5. (...);
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 10 April 2026

## THE COURT OF ARBITRATION FOR SPORT

Jerome Perlemuter  
Sole Arbitrator