Decision of the
FIFA Disciplinary Committee

passed on 28 July 2025

DECISION BY:

Paola LÓPEZ BARRAZA (Mexico), Single Judge

ON THE CASE OF:

Dalian Yingbo Football Club
(Decision FDD-19279)

REGARDING:

Art. 21 of the FIFA Disciplinary Code - *Failure to respect decisions*

I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the presiding member of the FIFA Disciplinary Committee (the **Committee**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.

2. The parties to these proceedings are the following:
   a. Sam Larsson, a Player from Sweden (the **Claimant** or the **Player**);
   b. Dalian Ying Bo Football Club – formerly named *DaLian ZhiXing Football Club*, a Club from China PR (the **Respondent** or the **New Club**).

A. Facts preceding the initiation of the disciplinary proceedings

3. On 19 February 2024, in the context of a dispute between the Claimant and the club Dalian Professional FC (the **Original Debtor**) before the FIFA Football Tribunal in the matter (case ref. FPSD-8345), a decision was issued by said body (the **FT Decision**), stating that the Original Debtor should pay the Player as follows:

   1. The claim of the Claimant, Sam Larsson, is partially accepted.

   2. The Respondent, Dalian Professional FC, must pay the Claimant the following amounts:

   - EUR 780,000 net as outstanding remuneration;
   - EUR 1,620,000 net as compensation for breach of contract without just cause.

   3. Any further claims of the Claimant are rejected.

   (…)

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

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

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

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

4. On 31 May 2023, the Original Debtor filed an appeal with the Court of Arbitration for Sport (CAS) (case ref. CAS 2023/A/9696).

5. On 19 April 2024, the CAS rendered a decision dismissing the afore-mentioned appeal, confirming the FT Decision and ordering the Original Debtor to pay CHF 6,000 to the Claimant as contribution towards his legal fees and other expenses in connection with the arbitration proceedings (the **CAS Decision**).

6. On 08 January 2025, following the Original Detor's non-compliance with the FT Decision and the CAS Decision (the **Decisions**), the Claimant filed a claim before the FIFA Disciplinary Committee (the **Committee**) asserting that New Club is the sporting successor of the Original Debtor and is therefore responsible for the latter's debt towards the Claimant in accordance with the Decisions and the art. 21.4 of the FIFA Disciplinary Code (**FDC**).

7. On 13 January 2025, the Secretariat of the FIFA Disciplinary Committee (the **Secretariat**) opened the disciplinary proceedings at hand (FDD-21541), issuing a Proposal in line with article 58 FDC (the **Proposal**).

8. In parallel, on 16 January 2025, the Secretariat invited the Chinese Football Association (**CFA**) to provide its comments on the matter at hand, and particularly as to the issue of the succession.

9. On 27 January 2025, the Respondent timely rejected the Proposal and submitted its position. On the same date (a) the Secretariat invited the Claimant to submit his comments on the Respondent's position and (b) the CFA provided its comments as requested by the Secretariat.

10. On 10 February 2025, the Claimant presented his *replica*. On the same date, the Secretariat invited the Respondent to submit his comments on the Claimant's *replica.*

11. On 18 February 2025, the Respondent presented its additional comments.

12. On 24 July 2025, the matter at hand was referred to the Committee meeting on 28 July 2025. The terms of the decision were notified on the same date, and the Respondent subsequently requested the grounds of the decision in a timely fashion in line with art. 54 FDC.

B. The Claimant's Position

13. The position of the Claimant can be summarised as follows:

- Original Debtor was relegated from the Chinese Super League in 2023 and failed to acquire the entry permission into the 2024 league due to historical debts. The team announced its cease of operations on17 January 2024.

- The Player contends that the New Club should be considered the sporting successor of the Original Debtor based on seven interrelated elements that demonstrate continuity in operations, identity, and personnel.

- The decision to change the New Club's name was made immediately after the disappearance of the Original Debtor. The only difference between the Old Club's and the New Club's name is the inclusion of "Young" in the latter's name. It is evident that the New Club aims to represent the resurgence of the Original Debtor.

a) Colors and Jersey

The Respondent adopted the same team colors and jersey design as the Original Debtor. Historically, the Respondent wore red home kits and white away kits. However, beginning in the 2024 season, it switched to blue home and white away kits, identical to those used by the Original Debtor. This change occurred immediately after the Original Debtor ceased operations and further supports the claim of intentional continuity in visual and cultural identity.

b) Logo

The logos and branding of both clubs are notably similar. The Original Debtor's logo featured blue and white colors with a football motif, and the Respondent adopted a nearly identical design following the Original Debtor's dissolution. Prior to 2024, the Respondent used a distinctly different logo with red tones. The timing and nature of the change indicate a deliberate effort to align the Respondent's visual identity with that of the Original Debtor, thereby preserving brand recognition and fan loyalty.

c) Stadium and Training Facilities

Both the Original Debtor and the Respondent share the same infrastructure, namely the Dalian Suoyuwan Football Stadium (also known as Dalian Barracuda Bay Stadium). While the Respondent previously played at Jinzhou Stadium during the 2023 season, a modern venue renovated in 2020, it transitioned to Suoyuwan immediately after the Original Debtor ceased operations. This move suggests logistical and administrative continuity, as stadium operations typically involve long-term agreements, shared personnel, and consistent operational frameworks.

d) Players

The timing of league participation suggests a seamless transition. At the end of the 2023 season, the Original Debtor was relegated from the Chinese Super League to China League One. Simultaneously, the Respondent was promoted from China League Two to China League One. As a result, the Respondent effectively took the Original Debtor's place in the same division, reinforcing the perception of succession in competitive status.

e) Category of Competition

At the end of the 2023 season, the Original Debtor was relegated from the Chinese Super League to China League One. Simultaneously, the Respondent was promoted from China League Two to China League One. The Claimant argues that this seamless transition—where the Respondent began competing in the same division the Original Debtor vacated—further supports the perception that the Respondent is continuing the Original Debtor's sporting legacy.

f) Local Market Presence

Both clubs operate in the same local market, Dalia, and appear to share the same fan base and commercial relationships. The Respondent's attendance figures surged in 2024, with an average of 35,987 spectators per match, compared to the Original Debtor's 2023 average of 18,031. This dramatic increase suggests that fans of the Original Debtor have embraced the Respondent as its successor. The continuity in community engagement and commercial partnerships further supports the claim of operational succession.

g) Conclusion

The financial context reveals a strategic benefit to the transition. The Original Debtor had accumulated debts of approximately RMB 220 million (EUR 28 million), including RMB 20 million required for licensing. In contrast, the Respondent, when auctioned in December 2023, had debts of only RMB 6.8 million (EUR 860,000). By continuing operations under a new legal entity, the Original Debtor's stakeholders effectively avoided substantial liabilities while retaining key assets and identity markers. This pattern reflects a broader issue in Chinese football, where clubs dissolve and re-emerge under new ownership without addressing prior debts, undermining financial accountability and creditor rights.

14. Accordingly, the Claimant requests that the Committee find the Respondent liable for the debts of the Original Debtor under Article 21.4 of the FDC and enforce the outstanding amounts awarded in the Decisions.

C. Investigation

15. The Secretariat carried out investigations in accordance with arts. 30.1 and 35.5 of the FDC. In the scope of the investigations conducted under the disciplinary proceedings at hand, the Secretariat requested the CFA to provide information and documentation related to the question of the claimed sporting succession between the New Club and Original Debtor. The CFA's response, submitted on 27 January 2025, can be summarized as follows:

- DaLian ZhiXing Football Club is currently called Dalian Ying Bo Football Club, and is currently affiliated with/a member of the CFA.
- Dalian Professional FC was affiliated to/a member of the CFA until 29 January 2024. As of this date, Dalian Professional FC is not affiliated to/a member of the CFA anymore.

16. As to whether the club the Original Debtor is under bankruptcy/liquidation proceedings in China:
"To the best of our knowledge, Dalian Professional F.C. Co., Ltd. is operational and it is not undergoing any insolvency/bankruptcy/liquidation proceedings in China PR"

17. As to their legal forms:
Dalian Professional FC: Other limited liability company
Dalian Ying Bo Football Club: Limited liability company (sole proprietorship of a legal person invested or controlled by a natural person)"

18. As to a brief explanation of the history of both clubs, the CFA provided the following information:
"Dalian Professional Football Club

Dalian Professional Football Club, formerly known as Dalian Aerbin Football Club (hereinafter referred to as "Dalian Aerbin Team"), was established in July 2009. In 2010, Dalian Aerbin Team won the CFA Division 2 League championship. In 2011, the team secured the CFA Division 1 League championship and successfully advanced to the CFA Super League. In 2012, Dalian Aerbin Team finished 5th in the CFA Super League, and in 2013, they again secured the 5th position. However, in 2014, the team finished 15th in the CFA Super League and was relegated to CFA Division 1 League. In 2015, Dalian Aerbin Team achieved 3rd place in CFA Division 1 League. On December 14, 2015, Dalian Aerbin Football Club transferred its equity to Dalian Yifang Group Co., Ltd. and was renamed Dalian Yifang Football Club (hereinafter referred to as

"Dalian Yifang Team"). In 2016, Dalian Yifang Team finished 5th in CFA Division 1 League. In 2017, the team won the CFA Division 1 League championship and returned to the CFA Super League.

In 2018, Dalian Yifang Team finished 11th in the CFA Super League. In 2019, the team secured the 9th position in the CFA Super League.

On May 25, 2019, Dalian Yifang Football Club was renamed Dalian Professional Football Club (hereinafter referred to as "Dalian Pro Team"), and on January 21, 2020, the club officially adopted the new name and logo.

In 2020, Dalian Pro Team finished 12th in the CFA Super League. In 2021, the team finished 15th in the CFA Super League. In 2022, Dalian Pro Team was granted a supplementary qualification for the CFA Super League and finished 11th. In 2023, the team finished 15th in the CFA Super League and was relegated to CFA Division 1 League. On January 17, 2024, Dalian Professional Football Club announced that "due to unresolved historical debts, the club is unable to operate and ultimately failed to pass the Club licensing for the 2024 season.

Dalian Yingbo Football Club

Dalian Yingbo Football Club was established on December 24, 2021, initially named "Dalian Duxing Football Club" (hereinafter referred to as "Dalian Duxing Team"). It passed the review of the Dalian Football Association and was registered with the Chinese Football Association in February 2022.

In 2022, Dalian Duxing Team secured the 4th place in the CFA Member Association Champions League, which is an amateur league. This allowed it to earn a spot in the 2023 CFA Division 2 League. In accordance with the Chinese Football Association's requirements for non-corporate naming of clubs, Dalian Duxing Football Club was renamed Dalian Zhixing Football Club (hereinafter referred to as "Dalian Zhixing Team") on March 21, 2023. In the same year, Dalian Zhixing Team achieved the runner-up position in CFA Division 2 League and successfully advanced to CFA Division 1 League.

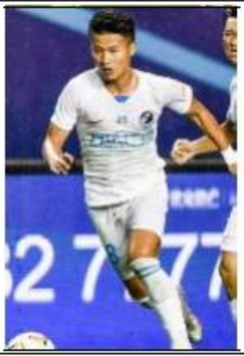
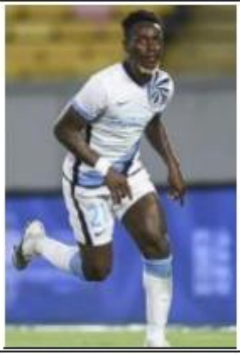
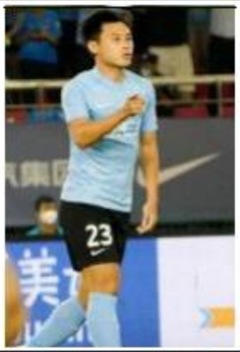
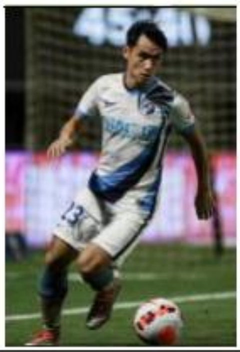
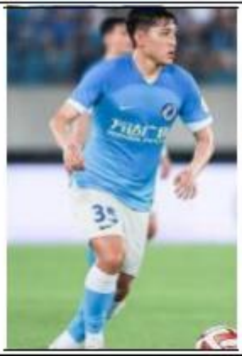
In December 2023, Dalian Zhixing Club was auctioned off as part of a legal case, and Dalian Tongshun Construction Engineering Co., Ltd. legally became the new owner. On January 29, 2024, the club was renamed Dalian Yingbo Football Club (hereinafter referred to as "Dalian Yingbo Team"). On May 24, 2024, the club's shareholder changed from Dalian Tongshun Construction Engineering Co., Ltd. to Dalian Tongshun Construction Development Group Co., Ltd.

In 2024, Dalian Yingbo Team finished 2nd in CFA Division 1 League. Therefore, in January 2025, the team obtained the qualification for the 2025 CFA Super League."

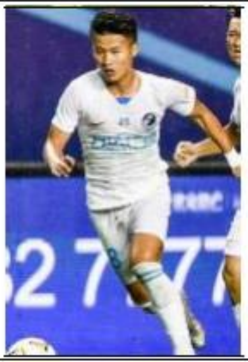
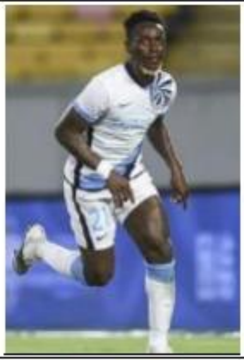
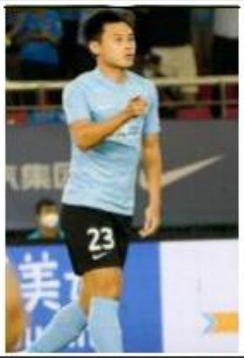
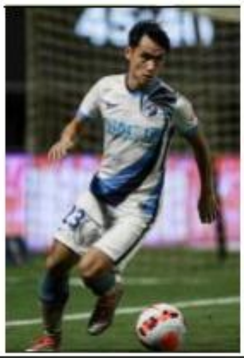
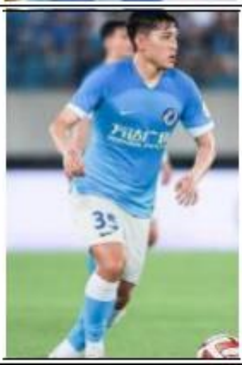
19. As to their logos, the CFA provided the following information:

Club Logo		
Year	Dalian Professional F.C.	Dalian Yingbo Football Club
2009-2015	(Dalian Aerbin F.C.)	
2016-2019	(Dalian Yifang F.C.)	
2020		
2021-2022		
2023		
2024		

20. As to a detailed list of the team colours of both clubs as from their foundation, the CFA provided the following information:

2020	Dalian Professional F.C.	Blue		White	
2021	Dalian Professional F.C.	Blue		White	
2022	Dalian Professional F.C.	Blue		White	
2023	Dalian Professional F.C.	Blue		White	

“

2020	Dalian Professional F.C.	Blue		White	
2021	Dalian Professional F.C.	Blue		White	
2022	Dalian Professional F.C.	Blue		White	
2023	Dalian Professional F.C.	Blue		White	

21. As to a detailed list of the headquarters, addresses and stadiums of both clubs, the CFA informed as follows:

"Dalian Professional FC - No. 169 Jinma Road, Dalian Economic and Technological Development Area, Liaoning Province"

Dalian Yingbo Football Club - "Floor 1-4, No. 19, Xuefu Street, Dalian Economic and Technological Development Area, Liaoning Province

Dalian Professional Footall Club		
Year	Training Center	Stadium
2009	Dalian University Stadium	Dalian University Stadium
2010	Dalian University Stadium	Dalian University Stadium
2011	Limestone Quarry Football Training Base	Dalian University Stadium
2012	Limestone Quarry Football Training Base	Jinzhou Stadium
2013	Dalian Shide Football Training Base	Jinzhou Stadium
2014	Dalian Shide Football Training Base	Dalian Sports Center
2015	Dalian Shide Football Training Base	Dalian Sports Center
2016	Dalian Sports Center	Dalian Sports Center
2017	Dalian Sports Center	Dalian Sports Center
2018	Dalian Sports Center	Dalian Sports Center
2019	Dalian Sports Center	Dalian Sports Center
2020	Dalian Football Youth Training Center	Centralised competition（Dalian, Liaoning）
2021	Dalian Football Youth Training Center	Centralised competition（Suzhou, Jiangsu）
2022	Dalian Football Youth Training Center	Dalian Puwan Stadium
2023	Dalian Football Youth Training Center	Dalian Puwan Stadium/ Dalian Sports Center Dalian Jinzhou Stadium/Dalian Suoyuwan Football Stadium

Dalian Yingbo Footall Club		
Year	Training Center	Stadium
2022	Dalian Intelligent Winning Football Training Base	Centralised competition (Rizhao, Shandong / Guigang, Guangxi）
2023	Dalian Intelligent Winning Football Training Base	Dalian Jinzhou Stadium
2024	Dalian Football Youth Training Center	Dalian Suoyuwan Football Stadium

22. According to the CFA evidence, the following 19 players were registered for both clubs: Xiao Zhiren, Wang Tengda, Wang Yuehao, Yan Xiangchuang, Wu Xinze, Huang Shan, Lv Zhuoyi, Fei Yu, Lyu Peng, Sun Yubo, Zhang Xuelong, Chang Cheng, Hu Hongwei, Qu Geping, Lu Jiayi, Zhang Huabin, Zhu Pengyu, Tang Mingze and Mei Chengfu.

23. In addition, as to officials, coaches and staff previously registered for the Original Debtor that were also registered for the New Club, the CFA informed the following:

Name	When joined Dalian Yingbo FC	Position at Dalian Professional FC （2023）
Song jinhua	2024	Team doctor
Wang Yongkang	2024	Staff
Zhang Chunyu	2024	Interpreter

24. As to the divisions of the national league in which the two clubs have been participating, the CFA provided the following data:

Dalian Ying Bo Football Club	
Year	League
2024	CFA Division 1 League
2023	CFA Division 2 League
2022	CFA Member Association Champions League
2021	Not Yet Founded
2020	Not Yet Founded

Dalian Professional Football Club	
Year	League
2024	Cease to Operate
2023	CFA Super League
2022	CFA Super League
2021	CFA Super League
2020	CFA Super League

25. As to whether the New Club is to be considered the (legal and/or sporting) successor of Original Debtor, the CFA states:

26.

“Dalian Ying Bo Football Club is not the sporting or legal successor of Dalian Professional FC. Both clubs were always independent from each other. They were each established in different years, they had different sporting merits, owners, etc. They are just two clubs from the same city.”

II. POSITION OF THE RESPONDENT

27. The Respondent provided its position on 27 January 2025, which is set out below. The Respondent firmly denies being the sporting or legal successor of the Original Debtor. It argues that: a) it was founded independently in December 2021, years before the Original Debtor’s disaffiliation; b) it has no legal, financial, or sporting ties to Original Debtor; c) it earned its promotions through sporting merit, not by taking over Original Debtor’s league position or license, and (d) The clubs merely share the same city (Dalian), which does not imply succession.

a) Name

The Respondent argues that the change of its name to “Dalian Ying Bo” has no connection to Original Debtor. The name change was prompted by the criminal detention of the club’s former owner, which led to a public auction of the club’s shares. The new owner initiated a rebranding process to distance the club from its past and invited fans to suggest new names. This campaign began on 29 December 2023, well before Original Debtor failed to obtain a license on 17 January 2024. Therefore, the name change was a proactive and independent decision, not an attempt to inherit Original Debtor’s identity.

b) Team Colours

The Respondent adopted blue and white as its team colours, which the Player claims are similar to those of Original Debtor. However, the Respondent clarifies that these colours were chosen to align with the visual identity of Dalian Tongshun Football Club, an amateur club owned by the same company who acquired the Respondent. Blue and white are common colours in football and do not signify any exclusive link to Original Debtor. The choice was stylistic and symbolic, not indicative of succession.

c) Team Logo

The Respondent’s logo features a blue horse, a symbol chosen due to the owner’s birth year in the Chinese zodiac. This motif is also used by Dalian Tongshun Football Club and is not associated with Original Debtor. The Respondent emphasizes that its logo retains the year of its own founding (2021), unlike cases of genuine succession where the successor adopts the predecessor’s founding year. The use of a football in the logo is generic and widespread in the sport, and thus not a distinctive marker of continuity.

Respondent	Dalian Tongshun Football Club

d) Stadium

The Respondent currently plays at Suoyuwan Football Stadium, which was also used by Original Debtor for a limited number of matches in 2023. The Respondent argues that stadium use is not a reliable indicator of succession, especially in cities with limited suitable venues. The stadium was built for the 2023 Asian Cup and is used for various international and domestic events. The Respondent began using the stadium in 2024 after securing promotion to a higher division and entered into a rental agreement with an independent management company, not linked to Original Debtor.

e) Players

The Player claims that 15 former Original Debtor players joined the Respondent. The Respondent clarifies that 19 players were registered, but only 5 had played for Original Debtor's first team. The rest were youth players, many of whom are local to Dalian or Liaoning province. Their move to the Respondent was a natural consequence of Original Debtor's disbandment and the Respondent's status as the only high-level club in the region. The Respondent asserts that hiring free agents from the same city is a common and practical decision, not evidence of succession.

f) Public Perception

The Player relies on a single media article to argue that the public sees the Respondent as Original Debtor's successor. The Respondent refutes this, noting that the article merely expresses fans' hopes for a Dalian club to return to the top league. Furthermore, two official Original Debtor's fan clubs publicly announced their dissolution after Original Debtor's collapse, without expressing support for the Respondent. The Respondent has never claimed Original Debtor's history or achievements, nor attempted to associate itself with Original Debtor in public communications.

g) Football Division

The Respondent's rise through the football divisions was achieved entirely through sporting merit. It began in the amateur leagues in 2022, was promoted to Division 2 in 2023, and reached Division 1 in 2024. This progression was independent of Original Debtor relegation and subsequent disaffiliation. The Respondent did not inherit Original Debtor league position or license and never shared any sporting rights with Original Debtor. Its current status is the result of its own competitive success.

h) Player's failure to act as a diligent creditor

The Respondent highlights that there is no documentation or indication that the Player made any effort to collect the debt from Original Debtor, despite the club being active and registered. The Player bypassed Original Debtor entirely and went directly to FIFA to seek enforcement against the Respondent.

Under the Enterprise Bankruptcy Law of the People's Republic of China, foreign creditors have equal standing to initiate bankruptcy proceedings. The Player could have filed a claim or sought enforcement through Chinese courts but failed to do so.

The Respondent argues that the Player's approach — targeting a third party without exhausting remedies against the actual debtor — is procedurally flawed and undermines the fairness of the disciplinary process.

The Respondent cites consistent CAS rulings that emphasize the importance of creditor diligence in cases involving alleged sporting succession. A lack of such diligence precludes the imposition of sanctions on a third party.

28. The Respondent requests the following relief:
   a) Dismissal of all charges and closure of the proceedings.
   b) In the alternative, recognition that the Player failed to act diligently, precluding any sanction.

III. CLAIMANT'S *REPLICA*

29. On 27 January 2025, the Claimant submitted further comments following the Secretariat's request, as follows. The Claimant begins by reaffirming that the determination of sporting succession under article 21.4 FDC is not limited to a fixed number of criteria. The Claimant argues that the Respondent's attempt to dismiss the case based on the absence of a majority of criteria is legally unfounded, as even a subset of factors, if sufficiently compelling, can establish sporting succession.

a) Public Perception

The Claimant argues that the Respondent is clearly perceived by the public and fans as the sporting successor of the Original Debtor. This perception is reinforced by deliberate actions taken by the Respondent, including changing its name, logo, and team colors to resemble those of the Original Debtor. The Respondent also began playing in the same stadium and incorporated a significant number of former players from the Original Debtor. These changes occurred precisely at the moment the Original Debtor failed to meet licensing requirements and ceased operations, suggesting a strategic effort to maintain continuity and capitalize on the legacy of the former club.

b) Name and Identity

The Claimant highlights that the Respondent's name change to "Dalian Young Boy FC" was publicly attributed to fan choice and was announced on 29 January 2024, shortly after the Original Debtor lost its license. This timing is critical, as it reflects a conscious decision to adopt a name that resonates with the fan base and preserves the identity of the Original Debtor. The Claimant argues that this move was not coincidental but part of a broader strategy to present the Respondent as the natural continuation of the previous club.

c) Stadium and Training Facilities

The Respondent's relocation to the Dalian Suoyuwan Football Stadium is presented as a key indicator of succession. Although the Respondent initially played at Jinzhou Stadium, it moved to Suoyuwan immediately after the Original Debtor's dissolution. Additionally, the Respondent began using the same training facilities, where remnants of the Original Debtor's identity, such as jerseys and logos, remain visible. These actions suggest a transfer of infrastructure and operational continuity.

d) Logo and Colors

The Claimant emphasizes that the Respondent's adoption of the Original Debtor's blue and white colors and similar logo design occurred at a highly significant moment, right after the Original Debtor's disappearance. Previously, the Respondent used red and yellow branding. The sudden shift to the Original Debtor's visual identity is interpreted as a deliberate attempt to evoke recognition and maintain brand continuity, reinforcing the perception of succession.

e) Players

Following the cessation of the Original Debtor's activities, 19 of its players were registered with the Respondent. Among them, five experienced professionals were integrated into the Respondent's first team, while numerous young and amateur players were also recruited. The

Claimant argues that this transfer of human resources was not merely for sporting purposes but aimed at preserving the legacy, values, and competitive identity of the Original Debtor.

f) Competition Category
The Respondent began competing in China League One, the same division where the Original Debtor had left off. Although the Respondent claims it earned promotion through sporting merit, the Claimant questions the timing and sequence of events. The proximity between the Original Debtor's relegation and the Respondent's promotion creates a strong impression of continuity and succession in the eyes of the public.

g) Social Media
The Respondent has actively reinforced the perception of succession through its social media presence. On its official Instagram account, it has posted images of facilities featuring the Original Debtor's jerseys and logos. It has also shared photos of players wearing the Original Debtor's kits. These posts are interpreted as intentional efforts to evoke emotional and visual continuity, signaling to fans and the broader public that the Respondent is carrying forward the identity of the Original Debtor.

h) Legal Diligence and Bankruptcy Proceedings
The Claimant asserts that he acted diligently by pursuing remedies through FIFA following the issuance of a final and binding CAS award. He promptly initiated disciplinary proceedings after non-payment. Regarding the Respondent's argument that the Claimant should have initiated bankruptcy proceedings in China, the Claimant notes that under Chinese law, known creditors must be notified of such proceedings. He was never informed of any liquidation process and therefore could not reasonably be expected to act within procedural deadlines. The lack of formal notification undermines the Respondent's argument and supports the Claimant's position.

30. In conclusion, the Claimant requests that the FIFA Disciplinary Committee dismiss the Respondent's arguments and uphold the claim, holding the Respondent liable for the debts incurred by the Original Debtor.

IV. RESPONDENT'S *DUPLICA*

31. On 18 February 2025, the Claimant submitted further comments following the Secretariat's request, as follows:

a) Competition Category
The Respondent asserts that it began its competitive journey in 2022 in the lowest tier of Chinese football (the CFA Member Association Champions League) and was promoted solely based on sporting merit. Since the Respondent did not benefit from the Original Debtor's relegation or licensing issues and would have competed against the Original Debtor had the latter remained operational, the claim of succession is deemed baseless.

b) Name

The Respondent explains that its name change followed a change in ownership in December 2023, which led to a rebranding campaign aimed at distancing the club from the criminal investigations involving its previous owner. The new name was chosen through fan input and announced in January 2024. The Respondent notes that club name changes are common in China and that the timing of the name change relative to the Original Debtor's disaffiliation is purely coincidental.

c) Logo and Colours

The Player alleges that the Respondent adopted a logo and colours similar to the Original Debtor's, implying an intent to create continuity. The Respondent refutes this by explaining that its new branding is inspired by Dalian Tonghsun Football Club, which shares ownership ties. The club highlights that its logo features a horse—an uncommon symbol in football and one not used by the Original Debtor. The colours also align with Dalian Tonghsun's identity, not the Original Debtor's.

d) Stadium Use and Training Facilities

The use of Suoyuwan Football Stadium by both clubs is presented by the Player as evidence of continuity. The Respondent counters that it began renting the stadium only after it became available and that this decision was based on the venue's quality and availability, not any connection to the Original Debtor. The Player's claim that Original Debtor memorabilia is visible at the Respondent's training base is also refuted. The Respondent clarifies that the jersey in question is displayed in a KFC fan-themed restaurant, not in its facilities. Moreover, the training base is shared by multiple clubs, further weakening the claim of exclusive or inherited use.

e) Player Transfers

The Player notes that five former players from the Original Debtor joined the Respondent, suggesting a link between the clubs. The Respondent responds that this number is not unusual, especially given the sudden availability of around 40 professional players after the Original Debtor's collapse. The club points out that another club, Liaoning Tieren, also signed five former players from the Original Debtor. The Respondent argues that such transfers are a natural consequence of market dynamics and do not indicate succession.

f) Public Perception and Social Media

The Player argues that public perception supports the idea of succession, citing increased attendance and social media activity. The club insists it has never portrayed itself as the successor of the Original Debtor and that the Player's argument improperly combines unrelated elements to fabricate continuity. Regarding social media, the Respondent notes that the Player relies on two posts from an unofficial Instagram account not affiliated with the club. These posts, including one showing a jersey from the Original Debtor in a KFC, are dismissed as irrelevant and misleading.

g) Interim Conclusion and Legal Implications

The Respondent concludes that the Player's arguments are speculative, selective, and unsupported by concrete evidence. Even if some elements were accepted, the overall balance of factors does not support a finding of sporting succession. The club notes that only 7 of 16 possible criteria were discussed, with the remaining 9 uncontested elements arguing against succession.

Furthermore, the Respondent emphasizes that even if it were considered a successor (which it denies), the Player's failure to act with diligence, such as initiating insolvency proceedings against the Original Debtor, would preclude any sanction.

32. In its final remarks, the Respondent reiterates that it is not the sporting successor of the Original Debtor. The club was established before the Original Debtor's disaffiliation and has no legal, financial, or sporting ties to it. The Player has not pursued claims against the Original Debtor, despite the entity still being operational. The Respondent requests that all charges be dismissed and the proceedings closed in accordance with its prayer for relief.

V. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

33. In view of the circumstances of the case, the Committee decided to first address the procedural aspects of the present matter, namely, its jurisdiction as well as the applicable law, before entering into the substance of the matter and assessing the possible failure of Respondent to comply with the FT Decision and the CAS Decision as well as the potential sanctions resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee

34. First of all, the Committee began by analysing whether it was competent to assess if the Respondent can be considered as the (sporting) successor of the Original Debtor.

35. In these circumstances, the Committee commenced its analysis by highlighting that it was uncontested that the Original Debtor – the subject of the Decisions –, was no longer affiliated to the CFA.

36. In these circumstances, the Committee wished to recall that, according to art. 48.2 of the FIFA Statutes, it may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, football agents and match agents.

37. Clubs are affiliated with regional and/or national football associations and these national football associations are members of FIFA. Consequently, football clubs are considered as "indirect members" of FIFA and therefore, are subject to and bound by the FIFA Statutes and all other FIFA rules and regulations, as well as by all relevant decisions passed by the FIFA bodies.

38. The aforementioned principle is embedded within art. 14.1.d FIFA Statutes which requires the member associations *"to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies*" as well as in art. 52.2 FIFA Statutes which states that the member associations, amongst others, "*shall take every precaution necessary to ensure their own members, players and officials comply with these decisions*".

39. The foregoing only being possible to the extent that the so-called "members" are still affiliated to the member associations of FIFA, and, as far as clubs are concerned, are participating and active in a competition of the member association concerned. Otherwise, any sporting disciplinary measures that might be imposed on a club - such as a ban from registering new players or a deduction of points - would be ineffective.

40. With the above in mind, the Committee considered that since the CFA had confirmed that the Original Debtor was no longer one of its affiliated clubs, the former implied that the latter had lost its indirect membership to FIFA and, therefore, the Committee could no longer impose sanctions upon it.

41. This said, the Committee likewise noted that, following the disaffiliation of the Original Debtor from the CFA, the Claimant requested it (i) to consider the Respondent – *Dalian Yingbo Football Club* – as the sporting successor of the disaffiliated Original Debtor – *Dalian Professional Football Club* – and (ii) to hold the Respondent liable for the debts incurred by the Original Debtor, *i.e.,* those contained in the FT Decision and the CAS Decision.

42. In this regard, in view of art. 21.4 FDC and consistently with the pertinent jurisprudence of CAS - which has confirmed that the present judicial body is competent to deal with sporting succession cases[1] - the Committee considered that it was not prevented from reviewing and/or making a legal assessment of and, therefore, deciding, whether the Respondent may be considered as the same as – and/or the successor of the Original Debtor (this particularly considering that the Respondent is currently affiliated to the CFA and, as such, under the jurisdiction of the Committee).

43. As a result of the foregoing, the Committee deemed that it was competent to assess the present matter and to pass a formal decision of a substantive nature with respect to the Claimant's request concerning the liability of the Respondent towards the debts incurred by the Original Debtor.

B. Applicable Law

44. With regard to the matter at hand, the Committee pointed out that the disciplinary offense, i.e. the Respondent's potential failure to comply with its financial obligation towards the Claimant as per the Decision, was committed continuously prior to and after the entry into force of the 2025 edition of the FDC. In this respect, and whilst keeping in mind the principles enshrined under art. 4 FDC, the Committee deemed that the merits as well as the procedural aspects of the present case should fall under the 2025 edition of the FDC.

45. Having established the above, the Committee wished to recall the content and scope of art. 21 FDC in order to duly assess the case at hand.

46. According to this provision:

> *"1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS::*
>
> *a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:*

[1] See for instance CAS 2018/A/5647; CAS 2020/A/7543; CAS 2021/A/7684

> b) *will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*
>
> *(...)*
>
> d) *in the case of clubs, 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 or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason;.*
>
> (...)
>
> 3. *If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed.*
>
> *(...)*
>
> 4. *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."*

47. Finally, the Committee emphasized that it cannot review or modify as to the substance a previous decision, which is final and binding, but its only task is to verify as to whether the Respondent had complied with the decision by settling its debt towards the Claimant[2].

C. Merits of the dispute

48. Having established that it was competent to assess the present matter, the Committee next proceeded to analyse whether i) the Respondent had a connection with the Original Debtor; and, ii) should it be the case, whether it can be held liable for the debts of the latter.

I. The sporting succession criteria

49. To begin with, the Committee considered it relevant to recall the existing CAS jurisprudence with respect to the topic of sporting succession.

[2] See for instance CAS 2016/A/4595; CAS 2013/A/3323

50. To that end, the Committee referred to decisions that had dealt with the question of the succession of a sporting club in front of CAS[3]. In particular, the Committee pointed out that it had been established that, on the one hand, a club is a sporting entity identifiable by itself that, as a general rule, transcends the legal entities which operate it, meaning that the obligations acquired by any of the entities in charge of its administration, in relation with its activity, must be respected. This said, on the other hand, it has been stated that the identity of a club is constituted by elements such as its name, colours, fans, history, sporting achievements, shield, trophies, stadium, roster of players, historic figures, *etc*. These elements allowing a club to distinguish itself from all other clubs. Hence, the prevalence of the continuity and permanence in time of the sporting institution in front of the entity which manages it has been recognised, even when dealing with a change of management completely different from themselves[4].

51. In these circumstances, the CAS has held that a "new" club has to be considered as the "sporting successor" of another one in a situation where (i) the "new" club created the impression that it wanted to be legally bound by the obligations of its predecessor (*i.e.* the "old" club), (ii) the "new" club took over the licence or federative rights from the "old" club and (iii) the competent federation treated the two clubs as successors of one another[5].

52. By the same token, a "sporting succession" is the result of the fact that (i) a new entity was set up with the specific purpose of continuing the exact same activities as the old entity, (ii) the "new" club accepted certain liabilities of the "old" club, (iii) after the acquisition of the assets of the "old" club, the "new" club remained in the same city and (iv) the "new" club took over the licence or federative rights from the "old" club[6].

53. Furthermore, the issue of the succession of two sporting entities (*i.e.* distinct clubs) might be different than if one were to apply civil law, regarding the succession of two separate legal entities. In particular, the Committee adhered, as stated, to the case law of the CAS according to which a club is a sporting entity identifiable by itself that, as a general rule, transcends the legal entities which operate it[7]. Consequently, elements to consider are, amongst others, the name, the logo and colours, the registration address and/or the managing board of the club.

54. For the sake of completeness, it is likewise important to emphasise that the aforementioned established jurisprudence of the CAS is reflected within art. 21.4 FDC. According to the aforesaid provision, "*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".*

55. Against such background, it is likewise worth mentioning that the elements as referred to under art. 21.4 FDC are non-exhaustive[8]. More specifically, the CAS has considered that the existence of several

[3] See for instance CAS 2007/A/1355; TAS 2011/A/2614 and TAS 2011/A/2646; TAS 2012/A/2778
[4] CAS 2013/A/3425.
[5] CAS 2007/A/1322.
[6] CAS 2011/A/2646.
[7] CAS 2016/A/4576.
[8] CAS 2020/A/6884.

elements in light of this provision can lead, in its combination, and so even if not all elements are met in a specific case, to the conclusion that a club has to be considered (or not) as a "sporting successor". The overall package of the elements, collectively considered, being decisive[9].

II. The assessment of the potential sporting succession

56. With the above in mind, the Committee subsequently turned to focus on the documentation at its disposal in light of the criteria set by the relevant CAS jurisprudence (reflected in art. 21.4 FDC) and as applied by the Committee (and CAS) in such situations.

57. In this respect, and upon review of the information on file and with particular regard to the information and documentation submitted by the CFA and collected by FIFA in the investigation conducted, the Committee noted that the Respondent shared some similarities with the Original Debtor. In particular, the Committee found that:

    (i) the names of the Original Debtor and the Respondent includes the common geographic term "Dalian";
    (ii) both clubs have the same legal form, *i.e.* a limited liability company but with different structures;
    (iii) both clubs have the same colours, *i.e.* white and blue schemes;
    (iv) 19 players who played for the New Club were previously registered for Original Club – although, most of them are locals.
    (v) same technical staff: 3 staff members (team doctor, *staff* and interpreter);
    (vi) same training facilities and same stadium: Dalian Football Youth Training Center and Dalian Suoyuwan Football Stadium, respectively.

58. In this context, the Committee underlined that with over 7 million inhabitants and at least seven active clubs in the FIFA Transfer Match System (TMS) system using "Dalian" in their names, the common geographic term it is not distinctive enough to establish a direct link between both. In addition, the name was adopted in a naming contest.

59. With regard to the same stadium, the Original Debtor had used all the four Dalian's available stadiums with over 10,000 seating capacity. The New Club has used two out of the four stadiums in Dalian, one in 2023 and another in 2024. In addition, the Dalian Suoyuwan Football Stadium was originally built for the AFC Asian Cup 2023 and has become the main Dalian's football arena.

60. Furthermore, both clubs seem to have co-existed for many years and according to the CFA, the Original Debtor appears to be "*operational and it is not undergoing any insolvency/bankruptcy/liquidation proceedings in China PR*."

61. As to the competition level, the New Club entered the Chinese Division One in 2024, the same division Original Debtor's would have played in had it not failed licensing, which does not constitute a direct replacement or inheritance of the Original Debtor's league position since it was reached by sporting merits.

[9] CAS 2020/A/6884.

62. As to the same colours, the white and blue scheme was assumed by the New Club in 2024, although the Respondent has provided a plausible alternative explanation that the new branding was inspired by Dalian Tongshun Football Club, owned by the same company. The committee also acknowledged the similarity between the logos of both the New Club and the Dalian Tongshun Football Club.

63. The Committee further noted the other arguments presented by the Claimant regarding the public perception, describing the same local market and attendance figures showing that fans of Original Debtor have embraced the Respondent as their new club. On the other hand, the Respondent states that two official fan clubs publicly announced their dissolution after the Original Debtor's collapse, without expressing support for the Respondent, and it denies any effort to associate itself with the Original Debtor, arguing that increased attendance is due to sporting success and improved facilities. In this context, the Committee does not find conclusive the evidence that the Respondent actively promoted itself as Original Debtor's successor.

64. The Committee thus pointed out that while not all elements are conclusively established, some of them, partial player overlap, and visual similarities and same training centre/stadium may contribute to a perception of continuity, they are outweighed by the following: (i) independent legal formation and ownership; (ii) distinct registration history, sponsors and social media accounts; (iii) independent sporting progression from the amateur level; (iv) no inheritance of the Original Debtor's league position or license; (v) no active branding or public association with the Original Debtor; (vi) limited overlap staff; (vii) stadium use explained by availability, not symbolism and (viii) co-existence.

65. In light of all the above, the Committee recalled once more that, in line with the jurisprudence of the Committee and CAS as well as with art. 21.4 FDC, the identity of a club is constituted by elements such as its name, colours, logo, fans, history, players, stadium, *etc.*, regardless of the legal entity operating it.

66. As such, on the basis of the information and documentation at hand, the Committee was comfortably satisfied that the Respondent – *Dalian Yingbo Football Club* – shall not be considered as the sporting successor of the Original Debtor – *Dalian Professional Football Club*.

67. Taking into account the foregoing, the Committee reached the conclusion that it is not in a position to pursue the proceedings at hand, on the basis of the art. 59 (d) of the FIFA Disciplinary Code, since the alleged violation of art. 21.4 FDC has not been proven – that is, because the Respondent has not failed to comply with the FT Decision and the CAS Decision. Accordingly, the Committee decided to close the present proceedings.

Decision

To close the disciplinary proceedings opened against Dalian Yingbo Football Club.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Paola LÓPEZ BARRAZA (Mexico)
Member of the FIFA Disciplinary Committee

NOTE RELATING TO LEGAL ACTION:

According to art. 50 (1) of the FIFA Statutes reads together with arts. 52 and 61 of the FDC, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.