

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. Borislav Aleksandrov Tsonev, a Player from Bulgaria (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-13434), a decision was issued by said body (the **FT Decision**), stating that the Original Debtor should pay the Player as follows:

"The Respondent, Dalian Professional FC, shall pay the Claimant, Borislav Aleksandrov Tsonev:

- EUR 210,000 net and RMB 10,000 as outstanding remuneration plus 5% interest per annum as follows:*
 - On the amount of EUR 30,000 net, as from 16 September 2023 until the date of effective payment;*
 - On the amount of RMB 5,000, as from 1 October 2023 until the date of effective payment;*
 - On the amount of EUR 30,000 net, as from 16 October 2023 until the date of effective payment;*
 - On the amount of RMB 5,000, as from 1 November 2023 until the date of effective payment;*
 - On the amount of EUR 30,000 net, as from 16 November 2023 until the date of effective payment;*
 - On the amount of EUR 120,000 net, as from 16 December 2023 until the date of effective payment.*

Full payment (including all applicable interest) shall be made to the bank account set out in the enclosed Bank Account Registration Form.

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:

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.

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.

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 05 April 2024, following the non-compliance with the FT Decision, FIFA imposed a registration ban on the Original Debtor for a maximum of three registrations windows at the request of the Creditor.
5. On 04 September 2024, the Claimant filed a claim accompanied with 26 exhibits before 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 FT Decision and the art. 21.4 of the FIFA Disciplinary Code (**FDC**).
6. On 15 January 2025, the Secretariat of the FIFA Disciplinary Committee (the **Secretariat**) opened the disciplinary proceedings at hand (FDD-19279), issuing a Proposal in line with article 58 FDC (the **Proposal**).
7. 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.
8. 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.
9. On 3 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*.
10. On 18 February 2025, the Respondent presented its additional comments.
11. 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

12. The position of the Claimant can be summarised as follows:
 - On 04 November 2023, the Original Debtor lost its last 2023 Chinese Super League season match and was consequently relegated to China League One.
 - On 13 December 2023, the New Club, recently promoted to China League One, was sold at an auction.
 - On 17 January 2024, the Original Debtor announced that it failed the licensing procedure "to pass the 2024 season admission."
 - On 29 January 2024, the New Club announced that it had officially changed its name from Dalian Zhixing FC to Dalian Young Boy FC on January 26.

- On 10 March 2024, the New Club played its first match in the 2024 Chinese League One season, where it currently competes.
- On 5 April 2024, FIFA imposed a registration ban on the Original Debtor.

a) Name

The Claimant argues that the Respondent's name, "Dalian Young Boy FC" (also known as "Dalian Yingbo FC"), is a deliberate continuation of the identity of the Original Debtor, which was commonly known in China as "Dàlián Rén" or "Dalian People." The Claimant presents evidence that the Respondent held a fan-driven renaming campaign in January 2024, shortly after the Original Debtor failed to obtain a license on 17 January 2024. The name "Dalian Youth" received significant support, and the club ultimately adopted the English transliteration "Young Boy" to preserve uniqueness while maintaining the original sentiment. The Claimant asserts that the only difference between the two names is the addition of "Young," which reinforces the impression that the Respondent is a revival of the Original Debtor.

b) Colors and Jersey

The Claimant highlights that both the Original Debtor and the Respondent now use the same color scheme: blue home kits and white away kits. This alignment only occurred after the Original Debtor ceased operations. Prior to 2024, the Respondent used red and white kits. The sudden change in color scheme, coinciding with the Original Debtor's disbandment, is presented as a strategic move to visually align the Respondent with the Original Debtor and reinforce continuity in the eyes of the public.

c) Logo

The logos of both clubs are described as blue and white and include a football motif. The Claimant notes that the Respondent changed its logo in 2024, immediately after the Original Debtor stopped competing. Prior to that, the Respondent had a distinct logo. The timing and design of the new logo are interpreted as further evidence of the Respondent's intent to mirror the Original Debtor's identity and capitalize on its legacy.

d) Stadium and Training Center

The Respondent moved its home matches to the Suoyuwan Football Stadium in 2024, which was previously used by the Original Debtor. In 2023, the Respondent played at Jinzhou Stadium, a modern venue with a capacity of over 30,000. The Claimant argues that there was no practical reason to abandon Jinzhou Stadium, and the move to Suoyuwan was a symbolic gesture to step into the Original Debtor's shoes and reinforce the perception of succession.

e) Players

Fifteen players transferred directly from the Original Debtor to the Respondent between the 2023 and 2024 seasons. At least ten of these players were integrated into the Respondent's first team. The Claimant cites Chinese media reports confirming that the Respondent's squad was significantly strengthened by the inclusion of former Original Debtor players, including Yan Xiangchuang, Lu Peng, and Fei Yu. This reliance on the Original Debtor's players is presented as indication that the Respondent is continuing the sporting project of its predecessor.

f) 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.

g) Public Perception / Fan Base

The Claimant presents evidence from Chinese media indicating that fans of the Original Debtor have embraced the Respondent as their new team. Reports describe the Respondent as a "*new emotional outlet*" for Dalian fans and highlight a dramatic increase in match attendance. In 2023, the Respondent averaged 1,139 spectators per match; in 2024, that number surged to 35,987, surpassing even the Original Debtor's pre-pandemic attendance figures. The Claimant argues that such a spike in support can only be explained by the fans' perception of the Respondent as the Original Debtor's successor.

h) Conclusion

The Claimant concludes that the combination of name, colors, logo, stadium, players, competition level, and public perception creates a compelling case for sporting succession. The Claimant emphasizes that the Original Debtor's financial collapse, reportedly involving debts of RMB 220 million, was strategically circumvented by transferring its sporting identity to the Respondent, which was auctioned off with significantly lower liabilities. The Claimant argues that this maneuver undermines the integrity of football and violates the principles of fair play.

13. 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 FT Decision.

C. Investigation

14. 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.

15. 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"

16. 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)"

17. 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."

18. 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 | |  |

19. 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 |  |

20. 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 Football 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 Football 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 |

21. 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.

22. 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 |

23. 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 |

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

25.

"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

26. The Respondent provided its position on 16 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

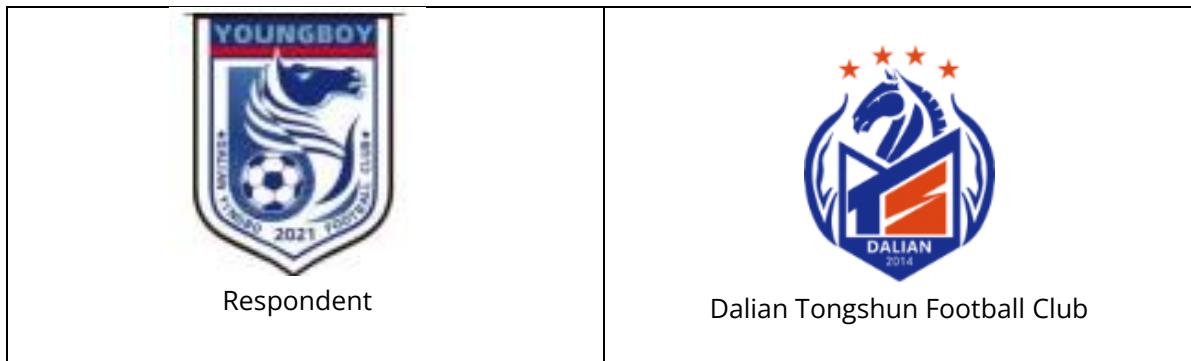
The Respondent argues that the change of its name to "Dalian Ying Bo" has no connection to Original Debtor. The name change was prompted by the criminal detention of the club's former owner, which led to a public auction of the club's shares. The new owner initiated a rebranding process to distance the 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.



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.

27. 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

28. 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) Football Division

The Claimant points out that the Respondent began competing in Chinese League One immediately after Original Debtor lost its license. Although the Respondent claims it earned its promotion through sporting merit, the timing of its entry into the same division formerly occupied by Original Debtor creates a strong impression of continuity.

b) Name

The Claimant challenges the Respondent's denial of the translation "Dalian Rén" (meaning "Dalian People"), noting that the Respondent failed to provide any alternative interpretation. The Claimant emphasizes that the renaming process was initiated on 29 December 2023, but the final name was announced on 29 January 2024, after Original Debtor license was revoked on 17 January 2024.

c) Team Logos and Colours

The Claimant also highlights the Respondent's change of logo and team colors in January 2024, immediately following Original Debtor's disaffiliation. Previously, the Respondent had used distinct branding, but it suddenly adopted visual elements closely resembling those of Original Debtor. The rebranding appears to be a strategic move to align with Original Debtor's image and appeal to its fan base.

d) Stadium

The Respondent's relocation to Suoyuwan Football Stadium, previously used by Original Debtor, is seen as a deliberate act to inherit the old club's infrastructure and prestige. The Claimant cites statements from the Dalian Blue Sharks Fan Club, which celebrated the stadium as a symbol of professional football in the city.

e) Players

The Claimant notes that the Respondent acquired 19 players from Original Debtor, including five from the first team. While the Respondent downplays this as coincidental, the Claimant argues that such a significant number of transfers, especially at the senior level, cannot be dismissed. The Respondent itself acknowledged the value of these players' experience, further supporting the notion that it sought to build upon Original Debtor sporting foundation.

f) Public Perception

Although the Respondent claims that two Original Debtor fan groups disbanded without transferring their support, the Claimant contends that fans gradually shifted their allegiance to the Respondent, viewing it as a continuation of Dalian's football tradition. The increase in match

attendance, combined with the adoption of Original Debtor stadium, colors, logo, and players, reflects a growing recognition of the Respondent as Original Debtor's successor.

g) Co-existence

The Claimant argues that the continued legal existence of Original Debtor does not preclude the finding of sporting succession. The Claimant emphasizes that art. 21.4 FDC does not require the old club to cease operations, nor does it specify a timeframe for assessing succession.

h) Player's diligence

The Claimant asserts that art. 21.4 FDC does not impose a diligence requirement, and CAS jurisprudence supports this view. Diligence is only relevant in exceptional cases, typically involving insolvency or bankruptcy, which the Respondent did not allege or prove in relation to Original Debtor. Moreover, the Claimant acted promptly by requesting FIFA to impose a registration ban on Original Debtor after non-payment and later initiated proceedings against the Respondent upon discovering its existence.

29. 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

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

a) Name

The Respondent denies any connection between its name and that of Dalian Professional FC. It explains that the name change to "Dalian Ying Bo" was initiated by its new ownership following an acquisition on 13 December 2023, as part of a rebranding campaign to distance the club from the criminal proceedings involving its former owner. The rebranding process began on 29 December 2023, and the new name was announced on 29 January 2024. The Respondent emphasizes that the timing of the name change, which coincided with Original Debtor's licensing failure, is purely coincidental. It further notes that name changes are common in Chinese football and that no evidence has been provided by the Claimant to prove any intentional link to Original Debtor.

b) Colors and Jersey

The Respondent rejects the Claimant's assertion that it adopted Original Debtor's colors to mimic its identity. It clarifies that the current blue and white color scheme was inspired by Dalian Tongshun Football Club, an amateur club owned by the same individual who now owns the Respondent. The Respondent's previous colors were red and white, and the change was part of a broader rebranding effort. The Respondent underscores that the Claimant ignored this explanation and failed to provide any evidence that the color change was intended to replicate Original Debtor's identity.

c) Logo

The horse motif is a personal symbol of the owner, who was born in the Chinese year of the horse, and is also used by Dalian Tongshun Football Club. The Respondent emphasizes that Original Debtor logo did not include a horse and that the similarities in color and the presence of a football are generic and not indicative of succession. The Claimant's claim that the logo change was meant to mirror Original Debtor is, according to the Respondent, speculative and unsupported.

d) Stadium and Training Center

The Respondent acknowledges that it now plays at Suoyuwan Football Stadium, previously used by Original Debtor, but argues that this does not imply succession. It explains that Original Debtor only played four matches at the stadium, and that its fans had emotional ties to multiple venues, including Jinzhou Stadium. The Respondent began renting Suoyuwan only after it became available and did so because it is a modern, high-capacity venue suitable for top-tier football. The Respondent contends that the Claimant misrepresented the significance of the stadium and failed to demonstrate that it holds unique symbolic value for Original Debtor's fan base.

e) Players

The Respondent concedes that five former Original Debtor first-team players joined its squad but argues that this is not unusual. It notes that approximately 40 professional players became free agents after Original Debtor's disbandment, and that several clubs, including Liaoning Tieren, signed former Original Debtor players. The Respondent emphasizes that it did not target Original Debtor players specifically, but rather took advantage of the availability of experienced local talent.

f) Category of Competition

The Respondent reiterates that it earned its place in China League One through sporting merit, having started in the CFA Member Association Champions League in 2022. It was promoted to Division 2 in 2023 and to Division 1 in 2024. The Respondent argues that it did not replace Original Debtor in the league, but rather would have competed against Original Debtor had the latter retained its license. The Respondent cites CAS jurisprudence affirming that the division in which a club begins its competitive journey is a key factor in assessing sporting succession. Since Ying Bo started from the bottom and progressed independently, this element weighs against a finding of succession.

g) Public Perception / Fan Base

The Respondent challenges the Claimant's reliance on public perception, arguing that it has never attempted to associate itself with Original Debtor. It cites CAS 2024/A/10308, which emphasizes that public perception must be shaped by the alleged successor's own actions. In this case, the Respondent has made no public statements, social media posts, or branding efforts to suggest continuity with Original Debtor. The Respondent also disputes the significance of increased match attendance, arguing that it is a natural result of sporting success and improved facilities, not evidence of inherited fan loyalty.

31. The Respondent concludes that the Claimant has failed to provide any substantive evidence of sporting succession. Even if some elements were found to suggest continuity, the overall balance of evidence, especially the Respondent's independent sporting progression and lack of public association with Original Debtor, strongly refutes any claim of succession. Furthermore, the Respondent reiterates that the Claimant failed to act diligently in pursuing recovery from Original Debtor, which remains a legally active entity. Therefore, the Respondent requests that all charges be dismissed and that it not be held liable for Original Debtor debts.

V. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

32. 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 as well as the potential sanctions resulting therefrom.

A. Jurisdiction of the FIFA Disciplinary Committee

33. 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.
34. In these circumstances, the Committee commenced its analysis by highlighting that it was uncontested that the Original Debtor – the subject of the FT Decision –, was no longer affiliated to the CFA.
35. 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.
36. 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.
37. 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*".
38. 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.

39. 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.
40. 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.
41. 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 cases¹ - 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).
42. 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

43. 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.
44. 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.
45. 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."*

46. 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 Claimant².

C. Merits of the dispute

47. 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

48. 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

49. To that end, the Committee referred to decisions that had dealt with the question of the succession of a sporting club in front of CAS³. 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 themselves⁴.
50. 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 another⁵.
51. 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" club⁶.
52. 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 it⁷. Consequently, elements to consider are, amongst others, the name, the logo and colours, the registration address and/or the managing board of the club.
53. 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*".
54. Against such background, it is likewise worth mentioning that the elements as referred to under art. 21.4 FDC are non-exhaustive⁸. 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 decisive⁹.

II. The assessment of the potential sporting succession

55. 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.
56. 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.
57. 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 is not distinctive enough to establish a direct link between both. In addition, the name was adopted in a naming contest.
58. 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 the city of Dalian's football arena.
59. 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.*"
60. 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

⁹ CAS 2020/A/6884.

replacement or inheritance of the Original Debtor's league position since it was reached by sporting merits.

61. 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.
62. The Committee further noted the other arguments presented by the Claimant regarding the public perception, describing the New Club as a "*new emotional outlet*" for Dalian fans 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.
63. 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.
64. 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.
65. 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*.
66. 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. 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.