



**TAS / CAS**

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

**CAS 2024/A/10308 AO Xanthi v. Fédération Internationale de Football Association (FIFA) & Radoslav Vasilev**

## **ARBITRAL AWARD**

delivered by the

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

sitting in the following composition

Sole Arbitrator: Mr Hendrik Willem Kesler, Attorney-at-Law, Enschede, the Netherlands

*Ad hoc* Clerk: Mr Dennis Koolaard, Attorney-at-Law, Amsterdam, the Netherlands

in the arbitration between

**AO Xanthi**, Greece

Represented by Mr Ioannis Mournianakis, Attorney-at-Law, Athens, Greece

**- Appellant -**

and

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

Represented by Ms Cristina Pérez González, Senior Legal Counsel, Litigation Department, FIFA, Zurich, Switzerland

**- First Respondent -**

and

**Radoslav Vasilev**, Bulgaria

Represented by Mr Georgi Gradev and Mr Marton Kiss, SILA Lawyers, Sofia, Bulgaria

**- Second Respondent -**

\* \* \* \* \*

## I. THE PARTIES

1. AO Xanthi (the “Appellant” or the “Alleged Successor Club”) is a Greek football club with its registered office in Xanthi, Greece. The Alleged Successor Club is affiliated to the Hellenic Football Federation (the “HFF”), which in turn is affiliated to the *Fédération Internationale de Football Association* (“FIFA”).
2. FIFA (or the “First Respondent”) is the international governing body of football with its registered headquarters in Zurich, Switzerland.
3. Mr Radoslav Vasilev (the “Second Respondent” or the “Player”) is a professional football player of Bulgarian nationality.
4. FIFA and the Player are hereinafter jointly referred to as the “Respondents” and together with the Alleged Successor Club as the “Parties”.

## II. INTRODUCTION

5. The present appeal arbitration procedure concerns, in its origin, an employment-related dispute between the Player, Xanthi FC (the “Original Debtor”) and the Alleged Successor Club (i.e., the alleged sporting successor of the Original Debtor).
6. Following a claim lodged by the Player against the Original Debtor before the FIFA Dispute Resolution Chamber (the “FIFA DRC”), the FIFA DRC, *inter alia*, decided that the Original Debtor was required to pay compensation for breach of contract to the Player in the amount of EUR 231,885 net, plus interest (the “FIFA DRC Decision”).
7. On 8 February 2024, following a request of the Player to open disciplinary proceedings against the Alleged Successor Club, the FIFA Disciplinary Committee decided that the Alleged Successor Club was the sporting successor of the Original Debtor and responsible for failing to comply with the FIFA DRC Decision, imposing a fine of CHF 15,000 on it and a final deadline of 30 days to pay the amount due (the “Appealed Decision”).
8. The Alleged Successor Club is challenging the Appealed Decision before the Court of Arbitration for Sport (“CAS”), whereas FIFA and the Player are seeking a confirmation thereof.

## III. FACTUAL BACKGROUND

9. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. Additional facts may be set out, where relevant, in connection with the legal discussion. The factual background below is organised by subject rather than in chronological order.

**A. Background Facts**

10. In 1967, the Alleged Successor Club was established as a result of the merger of two amateur football clubs in Xanthi, Greece. The Alleged Successor Club operates in the legal form of an association under Greek law. According to Greek law, an association may only participate in amateur level football.
11. In 1989, the Alleged Successor Club promoted from amateur level football to professional level football. Since associations may not participate in professional level football, and in accordance with, *inter alia*, Articles 66, 71 and 108 of the Greek Sports Law Act, the Alleged Successor Club established a new entity in the legal form of a *football société anonyme* (“FSA”) under Greek law to participate in professional level football. This resulted in the creation of the Original Debtor. According to Greek law, an FSA may only participate in professional level football. On this basis, and as required by Greek law, the Original Debtor mandatorily acquired the same name, logo and registered office of the Alleged Successor Club, and in return, the Alleged Successor Club received 10% of the Original Debtor’s share capital.
12. On 19 September 2022, before the start of the 2022/23 season, the Original Debtor withdrew its participation from the 2022/23 edition of the Super League 2, the lowest tier of professional level football in Greece. The Original Debtor did not relegate on account of its ranking in the 2021/22 season. As a result of the withdrawal from professional level football, and by operation of Greek law, the Original Debtor automatically entered into liquidation and lost its affiliation with the HFF.
13. The Alleged Successor Club has always remained in existence from 1967 until today. Between 1989 and September 2022, the Alleged Successor Club and the Original Debtor coexisted. During this 33-year period, the Alleged Successor Club did not participate in association/organised football, but it may have operated other amateur sports disciplines such as basketball, volleyball or women’s football.
14. Before the start of the 2023/24 season, the Alleged Successor Club declared its interest to participate in the second local amateur division of the Association of Football Clubs of Xanthi, where it was allocated in Group B1, the entry level division of amateur level football in the pertinent region of Xanthi.

**B. Proceedings before the Dispute Resolution Chamber of FIFA**

15. On 28 October 2021, following a claim filed by the Player against the Original Debtor, the FIFA DRC issued the FIFA DRC Decision with the following operative part:

“1. *The claim of the [Player] is admissible and partially accepted.*

2. *The [Original Debtor] has to pay to the [Player], the following amount:*

- *EUR 231,885 net as compensation for breach of contract without just cause plus 5% interest p.a. as from 16 August 2021 until the date of effective payment.*

3. *Any further claims of the [Player] are rejected.*
4. *Full payment (including all applicable interest) shall be made to the bank account indicated in the enclosed Bank Account Registration Form.*
5. *Pursuant to art. 24bis of the Regulations on the Status and Transfer of Players [the “FIFA RSTP”] 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 [Original Debtor] shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration [sic] the ban shall be of 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 [Player] in accordance with art. 24bis par. 7 and 8 and art. 24ter of the [FIFA RSTP].*
7. *This decision is rendered without costs”.*

16. On 11 February 2022, the grounds of the FIFA DRC Decision were notified.

### **C. First proceedings before the Court of Arbitration for Sport**

17. On 3 March 2022, the Original Debtor filed an appeal against the FIFA DRC Decision before CAS, which was docketed by the CAS Court Office as *CAS 2022/A/8699 Xanthi FC v. Radoslav Vasilev*.
18. On 13 April 2022, following a failure to pay the relevant advance of costs, CAS issued a termination order by means of which the Original Debtor’s appeal was removed from the CAS roll and whereby the FIFA DRC Decision acquired *res judicata* effect.

### **D. Proceedings before the FIFA Disciplinary Committee**

19. On 31 October 2023, the Player requested the FIFA Disciplinary Committee to open disciplinary proceedings against the Alleged Successor Club, arguing that the latter entity was the sporting successor of the Original Debtor and that it had failed to comply with the FIFA DRC Decision.
20. On 2 November 2023, the secretariat to the FIFA Disciplinary Committee opened an investigation into the situation of the Original Debtor and the Alleged Successor Club.

21. On 28 November 2023, within the context of the investigation, the HFF submitted its comments.
22. On 5 and 13 December 2023, within the context of the investigation, the Alleged Successor Club submitted its comments.
23. On an unknown date, the secretariat to the FIFA Disciplinary Committee concluded its investigation with a report (the “Investigatory Report”), which concludes as follows:

*“Based on the foregoing, and after having taken into due consideration all the specific circumstances of the case, the Secretariat to the FIFA Disciplinary Committee deems that,*

- *Disciplinary proceedings should be opened against the [Alleged Successor Club] for potential violation of art. 21 [FIFA Disciplinary Code – the “FDC”].*
- *The [Alleged Successor Club] should be considered as the sporting successor of the [Original Debtor].*
- *The [Player] acted with the required degree of diligence in pursuing its credit.*

*This conclusion has been exclusively established by the Secretariat of the Disciplinary Committee on the basis of the information provided to this date by the [Player], the HFF and the [Alleged Successor Club] without the intervention of any member(s) of the Disciplinary Committee.*

*In light of the above, this Memo is not a decision on the sporting succession of the FIFA Disciplinary Committee”. (emphasis omitted)*

24. On 17 January 2024, the FIFA Disciplinary Committee opened disciplinary proceedings against the Alleged Successor Club.
25. The Alleged Successor Club did not provide any position within the disciplinary proceedings.
26. On 8 February 2024, the FIFA Disciplinary Committee issued the Appealed Decision, with the following operative part:

*“1. AO Xanthi is considered responsible for the debt(s) incurred by the club Xanthi FC, and, as such is found responsible for failing to comply in full with the FIFA decision rendered on 28 October 2021 (Ref. FPSD-3332).*

*2. AO Xanthi is ordered to pay to Mr. Radoslav Vasilev as follows:*

- *EUR 231,885 net as compensation for breach of contract without just cause plus 5% interest p.a. as from 16 August 2021 until the date of effective payment.*

3. *AO Xanthi is granted a final deadline of 30 days as from notification of the present decision in which to pay the amount due. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid.*
  4. *AO Xanthi is ordered to pay a fine to the amount of CHF 15,000.*
  5. *The fine is to be paid within 30 days of notification of the present decision”.*
27. On 29 February 2024, the grounds of the Appealed Decision were notified, providing, *inter alia*, as follows:

*“Having established that it was competent to assess the present matter, the Committee next proceeded to analyse whether i) the [Alleged Successor Club] 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.*

[...]

## ***II. The assessment of the potential sporting succession***

*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.*

*In this sense, it is noted that the [Alleged Successor Club] did not submit any position following the initiation of disciplinary proceedings but provided a statement during the investigations. In particular, it declared that, according to Greek law, the [Alleged Successor Club] has automatically occupied the [Original Debtor’s] ‘competitive position’ as its ‘founding sports club’ and ‘in no case assumes any obligations or any other financial obligations of the [Original Debtor]’.*

*With the above in mind, and upon review of the information on file and with particular regard to the contents of the Investigatory Report, the Committee noted that the [Alleged Successor Club] shared a number of significant similarities with the [Original Debtor], all of which indicated towards a sporting succession between the former and the latter. In particular, the Committee found that i) the names of the [Original Debtor] – Xanthi FC – and the one of the [Alleged Successor Club] – AO Xanthi – are very similar, ii) both clubs use the same popular name, i.e., ‘AOX’, iii) both clubs have the same colours, i.e., red and white, iv) both clubs’ logos have an image of ‘Democritus’ and mention ‘1967’, and v) both clubs’ training facilities’ addresses are the same.*

*In this context, the Committee likewise noted from the information and documentation at its disposal as well as from publicly accessible information, that the [Alleged Successor Club] could also be seen to share an intertwined history with the [Original Debtor] (as explicated under section B. I. supra.), and that in accordance with the Investigatory Report, it appears that the [Alleged Successor Club] recognises the [Original Debtor's] history as its own. In particular, the official website of the [Alleged Successor Club], states the following: 'OUR STORY BEGINS IN 1967 [...] 23/5/2015 One of the most 'golden' pages in the history of the club was written. The excellent course of AOX in the Greek Cup, culminating in the qualification against Panathinaikos and even with an away win at Leoforos in the quarterfinals (0-1, Vasilakakis), resulted in the club's entry into the final of the institution. The opponent is Olympiacos, with 5000 Xanthians traveling to Athens creating a wonderful atmosphere. The final 3-1 left the bitterness of not winning the trophy, but surely our presence in OAKA will be unforgettable throughout Greece for the ethos shown by the football club of AOX in stadium and stands. RELEGATION, CHANGE OF OWNER AND THE SHOCK [...] The following season, however, 2021-2022, came the shock with the financial problems that the club faced for the first time in its history after a legal dispute between the Greek-Australian owner and three Australian banks. As a result, the club 'short-circuited' financially, so without liquidity, in September 2022 to declare weakness ahead of the 2022-2023 season' [<https://aoxanthi.gr/istoria/>].*

*The Committee thus pointed out that all aforementioned elements constitute important indicators towards the consideration of the [Alleged Successor Club] as the sporting successor of the [Original Debtor].*

*In addition, the Committee was assured by the stipulations of the [Alleged Successor Club] that after the [Original Debtor's] relegation to amateur level, it was replaced, automatically, by its founding amateur association – the [Alleged Successor Club] -, thus creating a clear impression of continuity.*

*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.*

*As such, on the basis of the information and documentation at hand, the Committee was comfortably satisfied that the [Alleged Successor Club – AO Xanthi – was to be considered as the sporting successor of the [Original Debtor] – Xanthi FC.*

### ***III. The potential liability of the [Alleged Successor Club] for the debts of the [Original Debtor]***

*Having determined that the [Alleged Successor Club] is to be considered the sporting successor of the [Original Debtor], the Committee moved on to analyse whether the [Alleged Successor Club] was to be held liable for the debt(s) incurred by the former as recognised in the [FIFA DRC Decision].*

[...]

*With the foregoing in mind, the Committee turned its attention to the specifics of the case at hand and, in consideration of the documentation and evidence presented before it, specifically, it observed that it is undisputed that the [Original Debtor] was automatically put into liquidation and replaced by its amateur founding association following its relegation from a professional to an amateur league.*

*In this regard, as emanated from the Investigatory Report, the aforementioned liquidation procedure is quite distinct from that of a club facing financial difficulties and declared insolvent and subsequently liquidated under the relevant national bankruptcy law. This view was confirmed by the CAS, which emphasised that ‘the procedure of liquidation is not a bankruptcy proceeding and is not governed by provisions set forth by Greek Bankruptcy Law. Therefore, the CAS jurisprudence’s principle that no disciplinary sanction can be imposed on a new club as a result of sporting succession, should the creditor fail to claim in the bankruptcy proceedings of the former club, cannot be blindly applied in the present case, as they are affirmed in cases where the original debtor was under a bankruptcy proceeding’ [CAS 2020/A/7551]. However, in the said award, it was specified that a creditor is expected to be vigilant and to take the prompt and appropriate legal action to assert his claims’.*

*In this context and in consideration of the foregoing, it would appear from the case file that the [Player] has taken prompt actions to recover the amount owed to him by the [Original Debtor]. First, it successfully filed a claim with the DRC several years ago and obtained a decision recognising his credit on 28 October 2021; and as soon as the [Player] realised that the [Original Debtor] might have a sporting successor, it contacted FIFA to request the opening of investigations against the [Alleged Successor Club].*

*In addition to the above, the Committee emphasised that, in the course of the present disciplinary proceedings, no evidence that the [Player] should have announced his credit to the liquidation proceedings of the [Original Debtor] was brought on file by the [Alleged Successor Club].*

*As a result, the Committee was comfortably satisfied that there was no indication that the [Player] remained passive and/or would have been negligent in recovering the amounts due. As such, the Committee considered that, on the basis of the documents and information at its disposal, the [Player] could in principle not be considered as having contributed to the [Alleged Sporting Successor’s] failure to comply with the [FIFA DRC Decision].*



*In light of the above, the Committee had no other alternative but to declare that the [Alleged Successor Club] is liable for the debts incurred by the [Original Debtor], namely the one related to the [FIFA DRC Decision] – and that, as a result, the [Alleged Successor Club] – AO Xanthi – is held responsible for non-complying with a financial decision under the terms of art. 21 FDC.*

#### **IV. Summary**

*In view of the foregoing, the Committee concluded that the [Alleged Successor Club], by its conduct as described above, had violated art. 21 FDC.*

*Therefore, the Committee considered that the [Alleged Successor Club] was to be sanctioned for the abovementioned violation.*

#### **V. The determination of the sanction**

*As a preliminary remark, the Committee emphasized that the [Original Debtor] and, subsequently, the [Alleged Successor Club], withheld the amounts unlawfully from the [Player]. Even FIFA's attempts to urge the [Alleged Successor Club] to fulfil its financial obligations failed to induce it to pay the total amount(s) due.*

*With regards to the applicable sanction(s), the Committee observed in the first place that the [Alleged Successor Club] is a legal person, and as such was subject to the sanctions described under art. 6 (1) and (3) FDC.*

*Notwithstanding the above, the Committee recalled that art. 21 FDC foresees specific sanctions for anyone who fails to pay another person a sum of money in full or in part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision, in so far that the latter:*

- will be fined and will receive any pertinent additional disciplinary measure (lit. a);*
- will be granted a final deadline of 30 days in which to pay the amount(s) due (lit. b);*
- (in the case of clubs, as in casu) 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 (lit. d).*

*Therefore, in alignment with the above, the Committee recalled that with respect to the fine to be imposed, in accordance with art. 6 (4) FDC such fine shall range between CHF 100 and CHF 1,000,000. As such, after analysing the circumstances pertaining to the present case and whilst*

*taking into account the outstanding amount(s) due in light of Annexe 1 FDC, the Committee regarded a fine amounting to CHF 15,000 as appropriate.*

*In continuation, in application of art. 21 (1) (b) FDC the Committee considered a final deadline of 30 days as appropriate for amounts due to be paid by the [Alleged Successor Club] to the [Player] in the present case.*

*Finally, and in accordance with art. 21 (1) (d) FDC, the [Alleged Successor Club] is hereby warned and notified that, in the case of default within the period stipulated, a registration ban (at national and international level) will be automatically imposed until the complete amounts due are paid. For the sake of good order, the Committee likewise recalled that a deduction of points or relegation to a lower division may later be ordered in addition to the registration ban 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 present decision) [‘(...) 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’ (art. 21 (d) FDC)]”.*

#### **IV. THE PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

28. On 21 March 2024, the Appellant filed a Statement of Appeal with the CAS against the Respondents with respect to the Appealed Decision, in accordance with Articles R47 and R48 of the 2023 edition of the CAS Code of Sports-related Arbitration (the “CAS Code”). The Appellant nominated Mr Efraim Barak as an arbitrator.
29. On 23 April 2024, the Respondents jointly nominated Ms Anna Bordiugova as an arbitrator.
30. On 29 April 2024, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.
31. On 2 May 2024, the Player indicated that several exhibits enclosed to the Appeal Brief were not translated into English and/or missed hyperlinks to their sources.
32. On 7 May 2024, the Appellant filed the translations and missing hyperlinks with the CAS Court Office.
33. On 20 May 2024, the Appellant requested for the appointment of a sole arbitrator.
34. On 21 May 2024, the Player objected to the Appellant’s request to appoint a sole arbitrator. The Player indicated that the Appellant had proposed the appointment of

an arbitral tribunal of three arbitrators and that this offer had been accepted by the Respondents, as a consequence of which a valid and binding agreement had been reached, from which the Appellant could no longer opt out. According to the Player, the appointment of a sole arbitrator would be a breach of the Parties' agreement and a reason to appeal the award before the Swiss Federal Tribunal (the "SFT").

35. On the same date, FIFA objected to the Appellant's belated proposal to appoint a sole arbitrator, indicating that the Parties not only agreed that the matter would be decided by an arbitral tribunal of three arbitrators, but they also had appointed arbitrators respectively.
36. On 3 June 2024, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division had decided to change from a three-member panel to a sole arbitrator, who would be appointed in accordance with Article R54 para. 1 of the CAS Code.
37. On the same date, the Player reserved his right to appeal the CAS award on the ground that the appointment of a sole arbitrator was a violation of the Parties' agreement on the constitution of the arbitral tribunal. FIFA made no such reservation.
38. On 24 July 2024, the Player filed his Answer in accordance with Article R55 of the CAS Code.
39. On 25 August 2024, FIFA filed its Answer in accordance with Article R55 of the CAS Code.
40. On 26 August 2024, following an enquiry of the CAS Court Office, the Respondents individually indicated that they did not require a hearing or a case management conference.
41. On 2 September 2024, the Appellant requested a second round of written submission to be permitted *in lieu* of a hearing.
42. On 3 and 5 September 2024 respectively, the Player and FIFA objected to the Appellant's request for a second round of written submissions, specifying that the Appellant did not establish the existence of any exceptional circumstances that would warrant upholding such request.
43. On 6 September 2024, the CAS Court Office informed the Parties that the Deputy President of the CAS Appeals Arbitration Division, pursuant to Article R54 of the CAS Code, had decided that the arbitral tribunal appointed to decide the case was constituted as follows:  
  
Sole Arbitrator: Mr Hendrik Willem Kesler, Attorney-at-Law in Enschede, the Netherlands
44. On 17 September 2024, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to reject the Appellant's request for a second round of written submissions. Furthermore, the Appellant was invited to indicate whether, in

light of the rejection of its request, it still preferred the Sole Arbitrator to issue an award based only on the Parties' written submissions.

45. On 17 September 2024, the CAS Court Office informed the Parties that Mr Dennis Koolaard, Attorney-at-Law in Amsterdam, the Netherlands, had been appointed as *Ad hoc* Clerk.
46. On 18 September 2024, the Appellant informed the CAS Court Office that the Sole Arbitrator could issue an award based on the Parties' written submissions.
47. On 19 September 2024, the CAS Court Office informed the Parties that the Sole Arbitrator deemed himself sufficiently well-informed to decide this case based solely on the Parties' written submissions, without the need to hold a hearing. In addition, the Parties were further informed that the evidentiary proceedings were closed.
48. On 24 September, 25 September and 1 October 2024 respectively, the Player, FIFA and the Appellant returned duly signed copies of the Order of Procedure provided to them by the CAS Court Office on 24 September 2024, confirming, *inter alia*, that "*the Sole Arbitrator may decide this matter based on the Parties' written submissions*" and that "*their right to be heard has been respected*".

## V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF

49. The following summaries of the Parties' positions are illustrative only and do not necessarily encompass every submission advanced by the Parties. The Sole Arbitrator confirms, however, that he has carefully considered all the submissions made by the Parties, regardless of whether specific reference is made to them in the following summaries.

### A. The Appellant

50. The Alleged Successor Club's submissions, in essence, may be summarised as follows:

***The concept of sporting succession and the interpretation of the provisions of FIFA relied upon in the Appealed Decision do not apply to the Alleged Successor Club***

- As an introductory remark, the Alleged Successor Club notes that the concept of sporting succession was developed by the jurisprudence and then enacted into law by FIFA to effectively deal with an increasing number of cases of clubs acting in an abusive manner and in bad faith while attempting to avoid their financial obligations.
- Several previous CAS panels have held that only the common appearance between two clubs does not suffice in order to establish a relationship of sporting succession between said entities.

- In this respect, and in light of the particular circumstances of the present case, the Alleged Successor Club did not act abusively or in bad faith to avoid the financial responsibilities of the Original Debtor.
- The Alleged Successor Club is an established association with legal personality operating continuously since 1967 and was not set up specifically to avoid the financial obligations of the Original Debtor. On the contrary, the Alleged Successor Club set up a football team with a different roster and staff than the Original Debtor and started participating in organised football from the very bottom tier of the pyramid of the Greek football system as it was entered in the lowest amateur division of the regional association of football clubs of the region of Xanthi for the 2023/24 season.
- The Alleged Successor Club never created the impression that it wanted to be legally bound by the obligations of the Original Debtor. Its position since the start of the present proceedings before FIFA was that it is a totally different legal entity and cannot be considered as the legal or sporting successor of the Original Debtor.
- There is also no situation where the HFF treated the Alleged Successor Club and the Original Debtor as successors of one another.
- The Alleged Successor Club was in no way set up with the specific purpose of continuing the exact same activities as the Original Debtor. In fact, the Alleged Successor Club is factually and legally unable to continue the exact same activities as the Original Debtor. The Alleged Successor Club cannot participate in professional football competitions, as it is legally prevented from doing so. Only a professional entity (incorporated as an FSA) and not the Alleged Successor Club may take part in professional competitions, which was the activity of the Original Debtor.
- The Alleged Successor Club did not accept any liabilities of the Original Debtor. In fact, the provisions of the Greek Sports Law Act do not allow for amateur clubs to do so.
- The Alleged Successor Club did not acquire any assets from the Original Debtor as it was the Alleged Successor Club that “lent” to the Original Debtor its name, logo and team colours.
- The Alleged Successor Club did not take over any license or federative rights from the Original Debtor. The Alleged Successor Club did not replace the Original Debtor in its position in the professional Greek leagues nor was it in any other way connected by HFF or FIFA to the Original Debtor in this way. Moreover, the Alleged Successor Club was never considered to be a continuation or a successor of the Original Debtor, let it be in a sporting or legal manner. Otherwise, the Alleged Successor Club would have effectively replaced the Original Debtor by being allowed by the HFF to enter its team to the same division as the one in which the Original Debtor was competing until the time of its dissolution.

- In view of the above, neither the general concept of FIFA (abuse) nor the applicable conditions for the implementation of the sporting succession rules (criteria which are listed in the Appealed Decision itself) are met by the Alleged Successor Club.
- Further, the Alleged Successor Club did nothing to go out of its ordinary ways with the purpose to take over and exploit the license or federative rights or goodwill or fame and reputation or fan base of the Original Debtor.
- The Alleged Successor Club has been of course using the same legal name, logo and team colours it has had since its establishment in 1967. All this, however, was not done by the Alleged Successor Club specifically in order to associate itself with the Original Debtor and exploit its goodwill, reputation and sporting history but it is an established reality that precedes the creation of the Original Debtor. If one is actually considering upholding the conclusions of the Appealed Decision, then one should be prepared to agree that the only obvious path for the Alleged Successor Club in order to be able to operate after the dissolution of the Original Debtor would have been to change its legal name, seat, team logo and colours and start operating – 57 years after its establishment – as, essentially, a brand new club. But is this what should be reasonably expected from the Alleged Successor Club? Is this the logic of the relevant FIFA provisions?

***The elements of sporting succession in the case of the Alleged Successor Club***

- The Alleged Successor Club will now examine the relevant criteria listed in the FIFA provisions on sporting succession in the light of the circumstances of the present case. Since these are not exhaustive, the Alleged Successor Club shall also refer to other relevant elements. In this respect, the Alleged Successor Club particularly relies on the CAS award issued in CAS 2020/A/7092 (the “Parma Award”).
  - a) The Alleged Successor Club has absolutely no players or technical staff members in common with the Original Debtor, which is not disputed by the Respondents.
  - b) The Alleged Successor Club is an amateur club that operates in the form of an association. It has no owners or stakeholders which can “sell” or in any way transfer their share to the Alleged Successor Club. The Original Debtor, on the other hand, was a professional entity in the form of an FSA with shareholders having a stake in the company proportionate to the number of shares they own.
  - c) The Alleged Successor Club did not replace or acquire the federative or sporting rights or rights of participation to a certain league of the Original Debtor. Instead, the Alleged Successor Club started participating in the lowest level of amateur level football in Greece. Had it been the Alleged Successor Club’s intention to act in bad faith and in an abusive manner, it would have tried to exploit the situation of the

Original Debtor's dissolution and somehow take its place in the league the Original Debtor competed in in 2021/22.

- d) The Alleged Successor Club in no way relies on the Original Debtor's history or sporting achievements. The Alleged Successor Club never claimed that the sporting achievements and titles achieved by the Original Debtor are its own to claim or be proud of. In all references on its website, the Alleged Successor Club states clearly that these refer to the achievements of the Original Debtor.
- e) The Alleged Successor Club has never relied on any credits of the Original Debtor (including but not limited to solidarity contributions or other potential or actual credits).
- f) It is indeed the case that the Alleged Successor Club's name is similar, in part, to the name of the Original Debtor. This is largely based on the fact that both names include the name of the Greek city where the two clubs have/had their legal and sporting seat, namely Xanthi. The legal name of the Alleged Successor Club has been the same since its establishment in 1967. Last but not least, the Original Debtor reiterates that the Original Debtor was legally obliged to use as its name the name of the Alleged Successor Club, adding to it the words 'football société anonyme', and not *vice versa*.
- g) It is not disputed by the Respondents that the Alleged Successor Club was established and operates since its foundation with a different legal form and as a different legal entity altogether compared to the Original Debtor.
- h) The Alleged Successor Club's team home jerseys' colours are white and red which are the same as the ones of the Original Debtor. These colours, however, relate to the two clubs' common logo, and cannot be taken into account for the purposes of this evaluation, for the reasons set out in the following paragraph.
- i) The Alleged Successor Club's logo features a depiction of Democritus, which was an ancient Greek philosopher from Abdera, a town located in the Xanthi region. Virtually all institutions or entities associated with or located in the town of Xanthi have Democritus' depiction as (part of) their logo, which does not make this similarity essential for the purposes of the present assessment. Moreover, when an FSA is created, it is required by Article 66 of the Greek Sports Law Act to use its logo, the logo of the amateur club which promoted to the professional level and whose promotion served as the legal foundation for the establishment of the FSA.
- j) The Alleged Successor Club has not maintained any of the social media accounts of the Original Debtor which are inactive since 2022. Additionally, the Alleged Successor Club has set up its own website.

All the Alleged Successor Club’s social media accounts contain no references to the Original Debtor, are new and the Alleged Successor Club did not take them over from the Original Debtor, and no connection can be drawn to the Original Debtor from their content.

- k) The Alleged Successor Club did not acquire any sporting assets from the Original Debtor (in the form of rights to compete in any specific division or, as in the Parma Award, any trophies or other titles).
- l) The Alleged Successor Club’s registered seat is 25 Vasilissis Sofias Street, in its offices in the premises of the stadium it is using for its home games. On the contrary, the registered office of the Original Debtor before its dissolution was in the Pigadia area in Xanthi. As far as the home stadium used by the Alleged Successor Club is concerned, the Appealed Decision erred, as the Alleged Successor Club’s home stadium is a different stadium than the one used by the Original Debtor. Furthermore, the Alleged Successor Club is using as training centre the private training centre of the hotel “Le Chalet” in the outskirts of Xanthi, while the Original Debtor was using the training facilities of “Xanthi FC Arena” at the time.

➤ To make a similar assessment of the one made by the CAS panel in the Parma Award, the following table is provided:

<b>Criterion</b>	<b>Outcome</b>	<b>Classification</b>
a) Players/Technical staff	Against	IMPORTANT
b) Shareholders, stakeholders, ownership, management	Against	IMPORTANT
c) Category of competition	Against	IMPORTANT
d) Reliance on bankrupt club’s history	Against	IMPORTANT
e) Reliance on credits of bankrupt club (solidarity contribution for players trained by the [Original Debtor])	Against	IMPORTANT
f) Name	In Favour  (the [Alleged Successor Club] submits that this element is of no relevance to the present assessment as there is a legal reason to justify the similarity as explained above)	Relevant
g) Legal Form	Against	Relevant
h) Team colours	In Favour	Relevant



	(the [Alleged Successor Club] submits that this element is of no relevance to the present assessment as there is a legal reason to justify the similarity as explained above)	
i) Team crest/emblem/logo	In Favour  (the [Alleged Successor Club] submits that this element is of no relevance to the present assessment as there is a legal reason to justify the similarity as explained above)	Relevant
j) Social media	Against	Relevant
k) Acquisition of sporting assets	Against	Relevant
l) Headquarters / stadium / training centre	Against	Minor importance

- CAS decisions do not have the power of precedent and CAS panels may choose to deviate from the standards set by previous CAS panels, such as the classification of the elements of sporting succession into categories (important, relevant and of minor importance).
  - Even in this case, however, and regardless of any classification of the relevant criteria, the Alleged Successor Club submits that it cannot possibly be concluded that it is the sporting successor of the Original Debtor, even if the applicable criteria are considered to be of equal importance and without any additional significance attached to some of them.
  - The Alleged Successor Club reappeared in organised football not by replacing the Original Debtor, but by actively dissociating itself with it, as a totally distinct legal entity, by recruiting different players and staff members, having a different administration, without any appropriation of the Original Debtor’s titles and sporting rights, playing at a different home stadium and training in different training facilities and, in addition to the above, with a time gap of one year between the dissolution of the Original Debtor and the Alleged Successor Club’s participation in the second regional amateur league of Xanthi.
51. On this basis, the Alleged Successor Club submits, *verbatim*, the following requests for relief in its Appeal Brief:

“On appeal:

- (a) To declare that the Appellant is not the sporting successor of the Old Club and to set aside the Appealed Decision;

*(b) To reject the claim of the Second Respondent;*

*(c) To declare that the Appellant does not have to pay any amounts to the Second Respondent and no sporting consequences are imposed on the Appellant;*

*or, subsidiarily,*

*(d) To make a decision that the CAS deems appropriate in the particular circumstances of this case.*

*On costs:*

*(e) To order the Respondents to pay the pay the [sic] legal costs, fees and expenses of the Appellant in the amount of CHF 6'000 or, alternatively, in an amount determined by CAS, as well as the entirety of the arbitration costs to be determined by the CAS Financial Department and served to the Respondents”.*

## **B. The First Respondent**

52. FIFA’s submissions, in essence, may be summarised as follows:

- The Alleged Successor Club contradicts its claim of “*reappearing in organized football*” by arguing that its club and the Original Debtor “*coexisted in the case at hand for 33 years*”. It cannot be both; either the club reappeared, or the two clubs coexisted, but these positions are incompatible.
- The Alleged Successor Club is clearly presenting itself as the same club as the Original Debtor: both clubs share the exact same history; none of the Alleged Successor Club’s social media platforms distinguish between its club and the Original Debtor; the colours are the same (i.e., red and white); they share the same founding date (i.e., 1967); they have a similar logo featuring the same date of origin, the same colours, the same bust of Democritus; they used the same training facilities (i.e., “Le Chalet”), etc. Considering all aspects of the case, it is clear that the Alleged Successor Club has assumed the primary sporting characteristics of the Original Debtor and should, therefore, be regarded as its sporting successor.
- Hence, in its capacity as the Original Debtor’s sporting successor, the Alleged Successor Club is liable for the obligations incurred by the former, such as the fulfilment of the FIFA DRC Decision, as per Article 21(4) of the FDC.

### ***General remarks on sporting succession***

- By introducing Article 21 of the FDC, FIFA codified years of jurisprudence on the issue. In a nutshell, the driving motive behind the creation of the concept of sporting succession was the need to protect stakeholders’ credits (often players) when a football club (for reasons related to insolvency and/or

bankruptcy proceedings, mergers, acquisitions, etc.) would cease to exist and a new one – sharing with it some fundamental traits from which it could be assumed that it benefitted financially – would subsequently arise.

- One of the Alleged Successor Club’s misconceptions on the topic is that the FIFA Disciplinary Committee could not find that the Alleged Successor Club acted “*abusively or in bad faith to avoid the financial responsibilities of the [Original Debtor]*”. Although a few CAS panels have underlined that the disciplinary of sporting succession has also the aim of avoiding abusive or fraudulent conducts from the side of the successor and while this can certainly be an element to take into account when analysing a concrete scenario, it does not constitute a *conditio sine qua non* for the FIFA Disciplinary Committee – or the Sole Arbitrator – to be able to conclude that sporting succession occurred.
- What matters for sporting succession to be configured is that a new club takes over another club’s ‘assets’ (in the broadest sense) which concurred to form its sporting identity.
- In order to establish whether a new club is effectively taking over another one from a sporting perspective, then, there needs to be a certain degree of sporting continuity between the two entities. If there is, then it is fair to conclude that, while ‘profiting’ from the acquisition of some distinctive traits of the predecessor, the new club needs to comply with its liabilities as well.
- Consequently, the question that a deciding body in these situations needs to ask itself is: what can be said to characterise sporting continuity between two football clubs? CAS jurisprudence, followed by the FIFA legislator (now in Article 21 of the FDC) provides guidance by listing several elements that offer a framework for the deciding body to identify sporting continuity in each case. These elements are: (i) the name, (ii) the logo and emblem, (iii) the roster of players, (iv) the team colours, (v) the stadium, (vi) the trophies, (vii) the history (especially as portrayed on the club’s media channels), (viii) the category of competition, (ix) the transfer of federative rights, (x) the management, and (xi) the owners.
- These elements do not need to be all present in order for a sporting succession to occur and – most importantly – they do not have the same weight in the deciding body’s assessment. Some of them are deemed to be crucial, some play a more significant role than others and some are almost irrelevant. Once the elements of this case are carefully assessed, there is no other way but to conclude that the Alleged Successor Club is the sporting successor of the Original Debtor.

***The Alleged Successor Club is the sporting successor of the Original Debtor***

- The main sporting elements that identified the Original Debtor have been maintained:

- a) The names are nearly identical: the Original Debtor's name was "*Xanthi FC*", while the Alleged Successor Club's name is "*AO Xanthi*". The differences are so subtle that they are barely noticeable.
  - b) The same popular name: Regardless of the above, a cursory look at the club's social media channels clearly shows that the Alleged Successor Club does not hide its intention to be identified by the same popular name: "*AOX*". This element needs to be duly considered, especially when combined with identical team colours and a logo that shares significant – if not the most significant – elements (e.g., the bust of Democritus).
  - c) The same history: through its own website, the Alleged Successor Club openly acknowledges the Original Debtor's history as its own. It is clear that the Alleged Successor Club identifies itself as a sports entity founded on 26 August 1967, and keeps celebrating the anniversary of the club (with photos of the Original Debtor participating in the first division). Moreover, the logo still bears the same year of foundation of the Original Debtor, i.e., 1967.
  - d) The same colours: the jersey of the club has always been red and white, as evidenced by various pictures on the football tab of the club's website, its social media platforms, and in the logo itself.
  - e) The same logo: the Alleged Successor Club does not deny that its logo features the same depiction of Democritus. It can be observed that the bust of Democritus is identical in both logos, with only the colour being different; and both logos mention "*1967*".
- The foregoing elements show that the Alleged Successor Club wants the best of two different worlds: benefitting from the Original Debtor's history and reputation, while attempting to avoid the financial liabilities of that club.
- As an additional element, it shall be noted that the Alleged Successor Club frequently adds the following hashtags to its posts on Instagram: #restart, #AoxTheComeback, #XanthiFC.
- The Alleged Successor Club tries to differentiate its club from the Original Debtor by alleging that both clubs "*coexisted in the case at hand for 33 years sharing certain elements of their common sporting identity*". However, this is in evident contradiction with the Alleged Successor Club's further allegation that it "*reappeared in organised football not by replacing the [Original Debtor], but by actively dissociating itself with it*".
- In any case, according to CAS jurisprudence, it is not required that the original debtor ceases to exist as a precondition to ascertain the succession between football clubs. Coexistence is irrelevant for the purposes of determining a sporting succession.

- Although not the entirety of elements listed in Article 21 of the FDC are present in this case, there is a clear predominance of elements that demonstrate that a sporting succession between the Original Debtor and the Alleged Successor Club has occurred.
- What the Alleged Successor Club calls “appearances” is precisely the set of elements described above (name, logo, team colours, history, etc.) that identify a sporting entity, and which determine how that sporting entity is publicly perceived.
- The Alleged Successor Club, through its own official website, expressly confirmed that a liquidator had been appointed in order to liquidate the Original Debtor and “*secure [...] the assets of the FC*”. The Alleged Successor Club has been acting as the liquidator of the Original Debtor.
- Furthermore, it is noted that the Wikipedia page for both the Original Debtor and the Alleged Successor Club (they both share the same Wikipedia page) states that the Original Debtor is now called “*AO Xanthi Football Club*”. In addition, the same Wikipedia page considers both clubs as part of the “League history”. The website “Transfermarket” also does not differentiate between the Original Debtor and the Alleged Successor Club. These are relevant elements according to CAS jurisprudence.
- As to the Alleged Successor Club’s contention that it does not participate in professional football, the Original Debtor was relegated from the second division to the amateur third division in September 2022 (i.e., the Original Debtor had already ended its presence in the professional categories). Thus, the only available path for the Alleged Successor Club, as the (evident) sporting successor of the Original Debtor, was to compete in the amateur division.
- Finally, the Alleged Successor Club’s arguments as to the training facilities is to be dismissed, as its own website indicates that its training facilities are located at “Le Chalet” and that this has been the case since 2003.

***The Alleged Successor Club’s violation of Article 21 of the FDC***

- Article 21 of the FDC provides FIFA with a legal tool ensuring to a certain extent that decisions passed by the relevant authority within FIFA are respected. These proceedings could, to a certain extent, resemble enforcement proceedings pursuant to Swiss law and consequently, the FIFA Disciplinary Committee could be regarded as acting similarly as an ‘enforcement authority’. Nonetheless, proceedings under Article 21 of the FDC are to be considered not as an enforcement mechanism, but as a means to control compliance with decisions through the imposition of a sanction based on a breach of the association’s regulations and under the terms of association law.

- In order to impose on natural and/or legal person any possible disciplinary sanction as provided for under Article 21 of the FDC, the main question to be answered by the FIFA Disciplinary Committee – and now by the Sole Arbitrator – is limited to whether or not the financial amount as defined in the final and binding FIFA DRC Decision has been paid to the party claiming it, or if for a certain reason the outstanding amount is not due anymore.
  - In line with the FIFA and CAS past decisions on the matter of sporting succession, it is clear and incontestable that the Alleged Successor Club, as the sporting successor of the Original Debtor, is obliged to pay a sum of money to the Player as indicated in the FIFA DRC Decision.
  - It is equally undisputed that no payment in regard to the amounts contained in the FIFA DRC Decision has ever been paid to the Player by the Alleged Successor Club. Equally, the Alleged Successor Club has not entered into an agreement on a payment plan with the Player.
  - In sum, it is without a doubt that the FIFA Disciplinary Committee correctly applied Article 21 of the FDC to the facts at its disposal in the case at stake. Consequently, the FIFA Disciplinary Committee correctly imposed disciplinary measures on the Alleged Successor Club.
53. On this basis, FIFA submits, *verbatim*, the following requests for relief in its Answer:
- “(a) reject the requests for relief sought by the Appellant;
  - (b) confirm the Appealed Decision in its entirety; and
  - (c) order the Appellant to bear the full costs of these arbitration proceedings”.

**C. The Second Respondent**

54. The Player’s submissions, in essence, may be summarised as follows:

***Preliminary Statement***

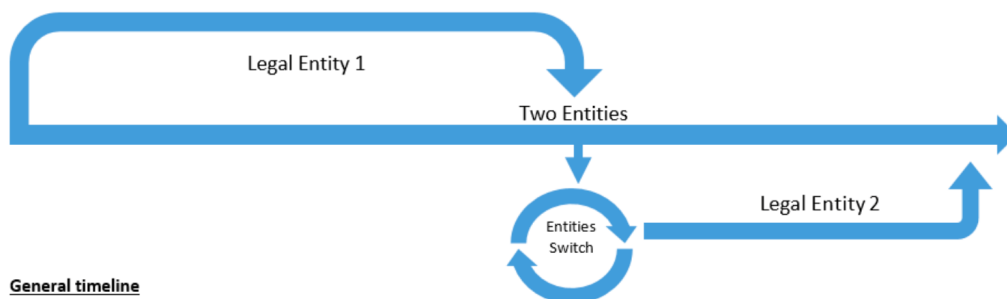
- This is a case of “sporting continuity” rather than “sporting succession”. The club Xanthi FC (“AOX”) has been managed by distinct legal entities during different periods depending on their status (amateur or professional) due to specific requirements of Greek law. The Alleged Successor Club is the founding association of the football club (AOX). When the football club entered professional competitions, the Alleged Successor Club created a company to manage its football activities, that is, the Original Debtor. When the football club was relegated back to amateur competitions, the management of its footballing activities reverted back to the Alleged Successor Club. In the meantime, the Alleged Successor Club was active managing its other sporting branches.

- Consequently, the matter at hand concerns “*sporting continuity*” since there was no interruption of AOX’s activities. Rather, there was a change in the legal entity that was managing the football club while changing its status. Ultimately, the entity that took control of the football club is the same one that founded it, i.e., the Alleged Successor Club. Therefore, the Alleged Successor Club is liable for the Original Debtor’s debt to the Player based on the FIFA DRC Decision.

### “*Sporting Succession*” v. “*Sporting Continuity*”

- When determining who the non-compliant party is under Article 21 of the FDC, two notions have been developed under international sports law: “*sporting continuity*” and “*sporting succession*”. To understand these concepts, it is important to understand the notion of a club first.
- The FIFA Statutes define a club as “*a member of an association (that is a member association of FIFA) or a member of a league recognised by a member association that enters at least one team in a competition*”. Pursuant to their jurisprudence, FIFA and CAS focus on the club’s “*sporting name*”, which is how they are commonly known and appear in public, instead of concerning itself with a club’s managing legal entities operating in the background.
- As developed in CAS jurisprudence, if the targeted entity never ceased to exist or maintained its activity without interruption, then a situation of plain and simple sporting continuity and not sporting succession may be in question.
- In essence, the main difference between the two concepts boils down to the interruption of the club’s activities. If there is a simple change in the legal entity that manages a club’s affairs, it is a sporting continuity case. If there is an interruption in the club’s activities, it is a sporting succession case. Such differences can be visualised as follows:

#### Sporting continuity



#### General timeline



#### Sporting succession



### *Sporting continuity*

- In Greece, clubs are obliged to change their legal form upon relegation or promotion since, by law, only corporations can participate in professional leagues. When a club is established as an amateur association, it often takes the form of an “*athlitikoi omiloi*” or sports club. When the “*athlitikoi omiloi*” is promoted to a professional league, it must incorporate a “*podosferiki anonoyimi etaireia*” or a football corporation (FSA). The “*podosferiki anonoyimi etaireia*” then manages the sports club’s professional team. Inversely, when a sports club is relegated to an amateur league, the “*podosferiki anonoyimi etaireia*” is liquidated, and the obligation of managing the club returns to the “*athlitikoi omiloi*”.
- This practice is confirmed in a recent FIFA investigation report into another Greek club, namely Kavala FC, in which FIFA concluded that sporting continuity existed. FIFA made the same conclusion in its investigation report concerning the Alleged Successor Club.
- When the Original Debtor’s liquidation was initiated in the fall of 2022 by operation of Greek law as a consequence of the professional team being relegated to the amateur league for withdrawing from Super League 2, the Alleged Successor Club filed an injunction in the liquidation proceedings and was granted control over the procedure to protect the liquidation of the assets it had assigned to the Original Debtor when it was set up in 1989, which the Alleged Successor Club itself explained on its Facebook page.
- Importantly, the Alleged Successor Club inherited the Original Debtor’s federative rights but chose not to participate in the third tier of Greek football, because “*the debts would not have been written off*”. In our case, the subsequent return of assets from the Original Debtor to the Alleged Successor Club in 2023 should be assessed in light of the fact that the Alleged Successor Club founded the Original Debtor in 1989 to participate in the Greek professional league in the 1989/90 season after the Alleged Successor Club was promoted to the professional league. So, the Alleged Successor Club has never been extinguished.
- Thus, there is no doubt that the FIFA DRC Decision was also directed against the Alleged Successor Club, as it is clear from the facts that it embodies in itself and identifies clearly with the Original Debtor.
- Furthermore, the Alleged Successor Club’s President has been controlling the assets of the Original Debtor since the injunction. So, the Alleged Successor Club uses the Original Debtor’s assets for its benefit.
- Another relevant point is that the FIFA DRC Decision does not specify the legal entity associated with the club “Xanthi FC”. On the contrary, only the name “Xanthi FC” is identified as a party, which refers neither to the



Original Debtor nor to the Alleged Successor Club specifically, but to the “club” in general, which can be identified by the concept of “club” set forth above.

- That is why the proceedings before the FIFA DRC, which culminated in the FIFA DRC Decision, were brought against the club “Xanthi FC” and not against the Alleged Successor Club or the Original Debtor specifically.
- Finally, the Alleged Successor Club takes advantage of and uses all the elements that characterise the memory and history of the club “Xanthi FC”. Indeed, the Alleged Successor Club draws on the same achievements, titles, moments, and stories that have marked the existence of “Xanthi FC”, and all this is visible right from the start in the brief historical description contained on their website, which tells a continuous story from 1967 to the present days.
- Consequently, the Alleged Successor Club should be deemed the same club as the Original Debtor rather than its sporting successor. Such a conclusion requires that the FIFA Disciplinary Committee extend the consequences of non-compliance with the FIFA DRC Decision to the Alleged Successor Club.

#### *Sporting succession*

- Alternatively, only if the above is rejected, there was sporting succession between the Original Debtor and the Alleged Successor Club based on Article 21(4) of the FDC.
- As per CAS jurisprudence, one of the key elements to ascertain the sporting succession between two clubs is the public perception of the alleged successor. In other words, the picture the alleged sporting successor presents to the general public is more significant in determining whether sporting succession occurred because if a club wanted to avoid any risk of being considered the sporting successor, it could have clearly distinguished itself.
- The following facts, as corroborated by the evidence on file, support the conclusion that there is a sporting succession between the Original Debtor and the Alleged Successor Club:
  - a) The Original Debtor’s name is “*AO Xanthi PAE*”, and the Alleged Successor Club’s name is “*AO Xanthi*”, although both are frequently referred to as “*Xanthi FC*” or “*AOX*”.
  - b) Both the Original Debtor and the Alleged Successor Club are red and white and have a red-white striped home jersey.
  - c) The Original Debtor and the Alleged Successor Club’s logos share a significant resemblance, such as the colour scheme, foundation date, and the bust of the Greek philosopher Democritus.
  - d) The Alleged Successor Club plays where the Original Debtor played, in AOX Stadium and Xanthi FC Arena. In fact, the Alleged Successor

Club has claimed both stadiums as its own and considers them important assets. The Alleged Successor Club also uses the same training centre as the Original Debtor, called “Le Chalet”, admitting that “*AOX and [the Original Debtor] has been hosted in the premises since 2003, and our story can only continue*”.

- e) The Alleged Successor Club relies on the Original Debtor’s history, claiming as its own the Original Debtor’s i) founders; ii) kit colours; iii) logos; iv) sponsors; v) rivalries; vi) achievements; and vii) league participation.
- f) The Original Debtor’s fans unequivocally support the Alleged Successor Club, going so far as having devised a plan to revive the amateur association to save “Xanthi FC”. The Alleged Successor Club also gave an unequivocal impression to the public when it stated that the “*story of AOX continues*”.
- g) The Alleged Successor Club founded the Original Debtor and retained 10% ownership of the latter. Therefore, ownership of the two entities should be considered the same in the sense the Original Debtor’s control and consequent benefits of managing the club “Xanthi FC” both came from and ultimately returned to the Alleged Successor Club.
- h) Greek law requires that specific entities participate in amateur and professional competitions. There is no overlap. According to the HFF, the option to receive the federative rights from the Original Debtor was available to the Alleged Successor Club when the former was relegated to the highest amateur division of Greek football. However, the Alleged Successor Club did not, as a result of which it was further relegated. The Alleged Successor Club explained in a Facebook post that it chose not to participate in the third tier of Greek football, because “*the debts would not have been written off*”. Therefore, contrary to the Alleged Successor Club’s position, it started from the bottom by choice.

➤ The above can be summarised as follows:

Elements	Yes	No
Name	√	
Legal Form		x
History	√	
Title and Sporting Achievements	√	
Team Colours	√	
Team Logos	√	
Registered Address		x

Stadium	√	
Website and Social Media		x
Ownership	√	
Management		x
Players		x
Officials/Staff/Coaches		x
Sponsors		x
Public Perception	√	
Football Division	√	

- What is fundamental in this case is that the Alleged Successor Club deliberately created a perception of the general public that it constitutes a sporting continuation of the Original Debtor.
- The fact that the Original Debtor and the Alleged Successor Club appear as two separate legal entities simultaneously operating is not decisive in ruling out sporting succession. It is a well-known practice based on Greek law. On the contrary, all other facts indicate that the Alleged Successor Club had substituted the Original Debtor by using its identity in such a way as to be perceived as the same club. As a result, the Sole Arbitrator should consider the Alleged Successor Club liable for the debts under the FIFA DRC Decision and order it to pay the debts incurred by the club “Xanthi FC” to the Player.
- The Original Debtor is circumventing its financial obligations through the Alleged Successor Club. The latter clearly stated that it wanted a “clean slate” to clear its debts. These actions cannot be accepted in football since they infringe upon the integrity of competitions and the concept of fair play, are detrimental to players and other clubs, and contravene the FIFA Statutes.
- Nevertheless, according to CAS jurisprudence, even if any abuse is absent or cannot be demonstrated, Article 21(4) of the FDC can still apply.
- The liquidation procedure the Original Debtor is undergoing is not governed by provisions set forth by Greek Bankruptcy Law. Therefore, in case of eventual liquidation, the principle developed in CAS jurisprudence that no disciplinary sanction can be imposed should the creditor fail to claim its credit in the insolvency or bankruptcy proceedings cannot be applied in the present. This is confirmed in CAS jurisprudence.
- Consequently, Article 21(4) of the FDC applies and the Alleged Successor Club must comply with the FIFA DRC Decision.

55. On this basis, the Player submits the following requests for relief in his Answer:

“1. *Dismiss the Appellant’s appeal.*

2. *Order the Appellant to bear all costs incurred with the present procedure.*
3. *Order the Appellant to pay the Second Respondent a contribution towards his legal and other expenses determined at the Sole Arbitrator's discretion".*

## **VI. JURISDICTION**

56. Article R47 para. 1 of the CAS Code provides as follows:

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

57. Article 57(1) of the FIFA Statutes (May 2022 edition) provides as follows:

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

58. The jurisdiction of CAS is not contested and is explicitly confirmed by the Parties by signing the Order of Procedure.

59. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

## **VII. ADMISSIBILITY**

60. Article R49 of the CAS Code provides as follows:

*“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against”.*

61. The Appealed Decision was issued on 8 February 2024 and notified with grounds on 29 February 2024. The Alleged Successor Club filed its Statement of Appeal with CAS on 21 March 2024. Accordingly, the appeal was filed within the time limit for appeal of 21 days set forth in Article 57(1) of the FIFA Statutes. The appeal complied with all other requirements of Article R48 of the CAS Code, including the payment of the CAS Court Office fee.

62. It follows that the appeal is admissible.

## VIII. APPLICABLE LAW

63. Article R58 of the CAS Code provides as follows:

*“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.*

64. Article 56(2) of the FIFA Statutes provides as follows:

*“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law”.*

65. The Alleged Successor Club does not make any specific submissions on the applicable law. It appears to accept the applicability of FIFA’s various regulations, including the FDC (February 2023 edition). However, the Alleged Successor Club also relies on various provisions of Greek law, in particular on the Greek Sports Law Act and the Greek Civil Code (the “GCC”).

66. FIFA relies on Article 56(2) of the FIFA Statutes in submitting that CAS shall primarily apply the various regulations of FIFA, in particular the FDC, and, additionally, Swiss law.

67. The Player also relies on Article 56(2) of the FIFA Statutes in submitting that CAS shall primarily apply the various regulations of FIFA, in particular the FDC, and, additionally, Swiss law. The Player also argues that there is no gap in the FDC that needs to be filled with Greek law. The Player further submits that the FDC deals with “clubs”, whereas Greek law regulates “management companies”, not “clubs”. On such basis, the Player argues that Greek law has no practical application in this case.

68. It is not in dispute between the Parties and the Sole Arbitrator agrees that the present dispute shall be resolved primarily according to the various regulations of FIFA, in particular the FDC (February 2023 edition), and, additionally, Swiss law. Insofar the Alleged Successor Club relies on the application of Greek law, the Sole Arbitrator will assess the relevance and applicability thereof below in the context of which reliance is placed on Greek law.

## IX. THE MERITS

### A. The Main Issues

69. The main issues to be dealt with by the Sole Arbitrator are the following:

- i. Is the Alleged Successor Club the sporting successor of the Original Debtor?

- ii. Did the Player demonstrate a sufficient degree of diligence in trying to collect his debt from the Original Debtor?
- iii. Is the Player entitled to receive the amounts awarded to him by means of the Appealed Decision from the Alleged Successor Club?
- iv. What are the consequences thereof?
- i. *Is the Alleged Successor Club the sporting successor of the Original Debtor?***

70. The key provision to be applied with respect to sporting succession is Article 21(4) of the FDC, which provides as follows:

*“The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued by the Football Tribunal. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition”.*

71. The Player maintains that besides the concept of “*sporting succession*”, there is also the concept of “*sporting continuity*”. The Sole Arbitrator notes that the Player does not refer to any regulatory basis with respect to the concept of “*sporting continuity*”.

72. However, it is true that there is at least one award issued by CAS, i.e. CAS 2021/A/8061, that makes such distinction. In this award, the distinction between “*sporting succession*” and “*sporting continuity*” is explained as follows:

*“In this sense, for us to be faced with a case of possible sporting succession, prior to the analysis of the elements that may characterize the entities in question, it is necessary to begin by understanding whether the club itself, or the entity targeted by the decision/contract that serves as the basis for the claim, ceased to exist or was detached from its activity at some point in time. If the answer to this question is affirmative, the new entity may only assume the responsibilities or liabilities of the previous one when it is declared as its sporting successor; on the contrary, if the targeted entity never ceased to exist or maintained its activity without any interruption, then a situation of plain and simple sporting continuity and not sporting succession may be in question.*

*Sporting continuity, on the other hand, is identified with a situation in which a club, despite the disappearance of any corporate entities associated with it, remains in business, even taking over the sporting rights of the entity that ceased to exist, without any interruption in its membership of the respective national federation, through at least one entity that subsists.*

*It is this fundamental distinction that, in this case, makes all the difference. However, it is not sufficient per se to be able to state with certainty that continuity exists whenever a club remains active, even if it loses its*

*professional management structure, whether corporate or not, and later reestablishes another one.*

*In cases where in the reality and concept of a club there fit together an association/supporting entity and a commercial sport company/corporate entity, both of which take advantage of common elements, it is still possible that the entities manage to create a meaningful and separation between each other which suits the distinct legal personalities of both. However, for this to happen, they will have to consistently act independently and according to their own interests, giving third parties the idea that they are distinct from each other and that they do not assume each other's responsibilities" (CAS 2021/A/8061, paras. 208-211 of the abstract published on the CAS website).*

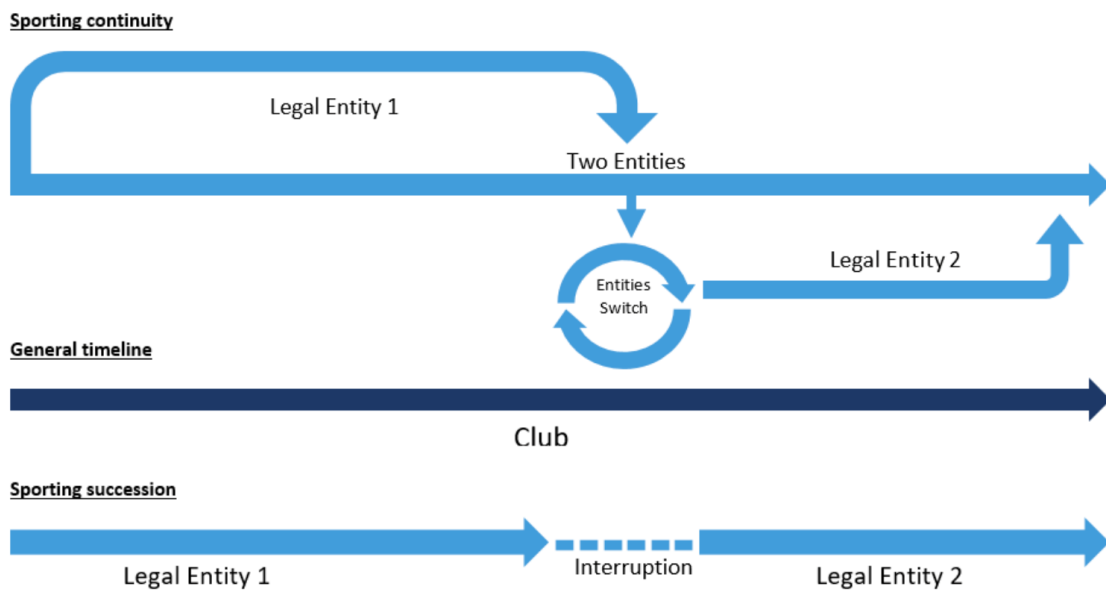
73. Since it is the Player's primary argument that there is "*sporting continuity*" and only subsidiarily that there is "*sporting succession*", and because "*sporting continuity*" is in any event a relevant factor to be considered in the overall assessment of "*sporting succession*", the Sole Arbitrator will address the "*sporting continuity*" first.

**a) Sporting continuity**

74. The Sole Arbitrator finds that "*sporting continuity*" in principle comprises two elements, i.e., i) the temporal nexus between the end of the Original Debtor's sporting activity and the start of the Alleged Successor Club's sporting activity; and ii) the sporting level of the Original Debtor at the end of its sporting activity and the sporting level of the Alleged Successor Club at the start of its sporting activity. The latter category is specifically listed in Article 21(4) of the FDC as a criterion to be taken into account in assessing whether there is sporting succession in a given case ("*category of competition*"). The two aforementioned elements are assessed separately below.

**i. Temporal nexus**

75. The Sole Arbitrator observes that there is a temporal gap between the Original Debtor's notification of 19 September 2022 (informing the HFF that it resigned from participating in the Super League 2 competition for the 2022/23 season) and the commencement of the participation in amateur level football by the Alleged Successor Club as from the start of the 2023/24 season, i.e., an interruption of a full football season.
76. The Sole Arbitrator finds that such gap suggests a discontinuity rather than a continuity. This is probably best demonstrated by means of the following diagram that was relied upon by the Player himself:



77. Rather than a continuity in the sporting activity, there is a one season interruption in the activity of the Original Debtor and the Alleged Successor Club. This does not mean that there cannot be any sporting succession if the interruption of activity lasts one football season or longer. Indeed, in situations of sporting succession, it is common to see a certain interruption of sporting activity. A one-season interruption is not so long that a sporting succession necessarily becomes implausible. However, insofar the Player suggests that there was no interruption at all, but “*sporting continuity*”, the Sole Arbitrator finds that such argument must be dismissed. Indeed, following its notification to the HFF that it resigned from participating in the Super League 2 ahead of the 2022/23 season, the Original Debtor was liquidated. Until such moment, the Original Debtor had continuously participated in professional level football in Greece since its foundation in 1989.
78. On this basis, the Sole Arbitrator is of the view that in the case at stake, the one-season period between the Original Debtor’s resignation from participation in professional level football and the commencement of the Alleged Successor Club’s participation in amateur level football pleads against sporting continuity.

*ii. Nexus between categories of competitions*

79. Besides the temporal nexus, the Sole Arbitrator finds that also the sporting level of the Original Debtor and the Alleged Successor Club is a relevant factor to be taken into account in assessing whether there was “*sporting continuity*”, not least because this is one of the elements explicitly listed in Article 21(4) of the FDC.
80. When the Original Debtor entered into liquidation it was about to commence its participation in the 2022/23 edition of the Super League 2, the lowest tier of professional level football in Greece. The Original Debtor did not relegate on account of its ranking in the 2021/22 season.
81. When the Alleged Successor Club started participating in organised football in the 2023/24 football season, it started in the second local amateur division of the



Association of Football Clubs of Xanthi, where it was allocated in Group B1, the entry level division of amateur level football in the pertinent region of Xanthi.

82. The Sole Arbitrator finds that the difference between the categories of competitions is an important indicator against sporting continuity. Had the Alleged Successor Club commenced its sporting activity in Super League 2 (the league the Original Debtor participated in before it was liquidated), at the highest amateur level, (the level directly below Super League 2), or at least in a league higher than the entry-level regional amateur competition, one could argue that there was sporting continuity. However, this was not the case here. The Alleged Successor Club started at the level where any newly established football club would in principle have to commence its sporting activity, i.e., at the lowest regional amateur level.
83. In this respect, the Player argues that the Alleged Successor Club inherited the Original Debtor's federative rights but chose not to participate in the third tier of Greek football, because "*the debts would not be written off*". The latter sentence is a translated citation from a publication on Facebook of the Alleged Successor Club on 12 May 2023 based on a radio interview given by the Alleged Successor Club's President and Vice-President.
84. The Player's allegation in this respect is supported by the submissions of the HFF in the context of the investigation of the Original Debtor and the Alleged Successor Club by the secretariat to the FIFA Disciplinary Committee, as included in the Investigatory Report:

*"On 14 September 2022, before the beginning of the Super League 2 Championship 2022-2023, the Original Club submitted a declaration to the Board of Directors of the Super League 2, by means of which it withdrew from said championship. This withdrawal resulted in the Original Club's relegation to the immediately lower C' National Division, which is an amateur division. Consequently, the Original Club was compulsorily dissolved, set under liquidation, and replaced in C National Division championship by its aforementioned founding amateur association i.e. the New Club while it was disaffiliated from the HFF. Moreover, the New Club failed to submit its application to the C National Division Championship 2022-2023, and as a result, it was related to the A Regional Championship of Football Associations Union of Xanthi 2023. Nevertheless, the New Club did not submit such application for participation either. Currently, the New Club is competing in the B Regional Championship of Football Associations Union of Xanthi for the season 2023-2024, which is the fifth and lowest tier of organised amateur Greek football".*

85. Rather than an argument in favour of sporting continuity, the Sole Arbitrator finds that a conservative decision of the Alleged Successor Club against benefitting from the Original Debtor's category of competition is to be regarded as an active attempt to dissociate itself from the Original Debtor, which is an element not only pointing against sporting continuity, but also against sporting succession. This is not necessarily a bad faith attempt to try and escape liability for the Original Debtor's debts as the Player tries to portray, but a considerate choice to dissociate itself from the Original Debtor at

the expense of the category of competition in which it would otherwise have been able to participate. In a situation where you cannot have it both ways, i.e., benefit from the sporting achievements of the Original Debtor and deny responsibility for the debts accumulated by the Original Debtor, the Alleged Successor Club chose for the latter.

86. The situation would not have been different if, instead of bringing the Alleged Successor Club back to life, an entirely new club would have been founded.
87. Consequently, the Sole Arbitrator is of the view that there was no nexus between categories of competitions.

*iii. Conclusion on sporting continuity*

88. The Sole Arbitrator finds that both the temporal nexus as well as the nexus between sporting levels of the Original Debtor and the Alleged Successor Club point against sporting continuity.
89. Although the concept of “*sporting continuity*” lacks a regulatory basis and although FIFA did not rely on this concept in the Appealed Decision or in the present appeal arbitration proceedings, the Sole Arbitrator finds it a logical and coherent approach. Be this as it may, although the situation in *CAS 2021/A/8061* certainly bears a certain resemblance to the matter at hand, the Sole Arbitrator finds that there are at least two important differences that, in his view, justify reaching a different outcome.
90. Unlike in *CAS 2021/A/8061*, where the federative link of the club that was first operated by the company that managed the professional branch and later by the amateur association was never lost (*CAS 2021/A/8061*, para. 218), in the matter at hand there was a one-season interruption of sporting activity. Related to this, unlike the situation in *CAS 2021/A/8061*, the amateur football branch of the Alleged Successor Club was not active when the Original Debtor was still in existence, which suggests that there was no flawless transition as appears to have been the case in *CAS 2021/A/8061*.
91. Furthermore, unlike in *CAS 2021/A/8061*, where the association started participating in amateur competitions in the French national 5<sup>th</sup> division, the Alleged Successor Club in the matter at hand started participating in the lowest entry-level regional amateur league. Accordingly, whereas the association in *CAS 2021/A/8061* somehow benefitted from the sporting achievements of its professional branch by being permitted to enter at a national amateur level (skipping all the regional leagues), the Alleged Successor Club did not avail itself of such benefit and started at the bottom.
92. Insofar the Player held that there is a situation of sporting continuity because FIFA decided this to be the case in its investigation into another Greek club, Kavala FC, the Sole Arbitrator finds that this argument is to be dismissed. Based on FIFA’s Investigation Report into the situation of Kavala FC, it can be concluded that the original debtor (the FSA) in that case relegated to amateur level football based on sporting merit, not due to its liquidation as was the case with the Original Debtor. Furthermore, in the situation of Kavala FC, the alleged successor club (the association) started competing directly in the third tier of Greek football in the place

of the original debtor, not in an entry-level regional amateur competition as the Alleged Successor Club did.

93. Consequently, for all the reasons set forth above, the Sole Arbitrator finds that there is no sporting continuity.

**b) Sporting succession**

94. The question whether the Alleged Successor Club is the sporting successor of the Original Debtor is to be decided based on a number of criteria specifically mentioned in Article 21(4) of the FDC. However, this provision also specifies that the criteria mentioned therein are not exhaustive. The Sole Arbitrator will therefore assess all elements brought forward by the Parties in this context.

95. At the outset, the Sole Arbitrator considers it helpful to state that he finds that abuse or bad faith are important indicators that there is indeed sporting succession. The intention of FIFA behind the introduction of Article 21 of the FDC indeed appears to have been to avoid abuse:

*“FIFA will act against the sporting successor of a debtor, a practice that has unfortunately become more common in recent years as clubs attempt to avoid mandatory financial responsibilities towards other clubs, players, managers, etc. (article 15 paragraph 4 FDC) [currently Article 21(4) of the FDC]” (FIFA Circular no. 1618).*

96. However, their presence is not necessarily required to come to such conclusion, i.e., such conclusion may also be reached based on different facts or circumstances.
97. In the matter at hand, the Sole Arbitrator finds that there is no concrete evidence of abuse or bad faith. In particular, the Sole Arbitrator finds that the Player and FIFA did not establish that the demise of the Original Debtor and reappearance of the Alleged Successor Club was somehow concocted with the purpose of escaping the fulfilment of financial obligations.
98. There is also no evidence on file suggesting that the Alleged Successor Club ever directly took over any assets from the Original Debtor, such as the right to training compensation and solidarity contribution, transfer payments or sponsorship payments. The Alleged Successor Club was appointed as the liquidator of the Original Debtor. There is however no evidence on file suggesting that the Alleged Successor Club allocated any assets of the Original Debtor to itself. Since the Original Debtor appears to have been overindebted, it is presumed that the liquidation of the Original Debtor did not and will not bring any significant material benefits for the Alleged Successor Club.
99. Based on the evidence in front of the Sole Arbitrator, it appears that the Original Debtor was legitimately liquidated due to financial problems. Also, the Sole Arbitrator finds that there are no reasons to believe that the Alleged Successor Club was founded with ill intentions or that it acted in an abusive manner or with bad faith since its foundation. The mere fact that the Alleged Successor Club actively

associated itself with the Original Debtor, which is addressed in more detail below, does not make this conclusion any different.

100. Having eliminated the elements of abuse and bad faith, the possibility of concluding that the Alleged Successor Club is the sporting successor of the Original Debtor remains for, in theory, a newly established entity that is in principle unrelated to the original debtor may have acquired certain distinctive traits of the original debtor to such extent that it is to be considered as the sporting successor of the original debtor. Bad faith is not necessarily required to come to such conclusion, but a situation may arise whereby a new entity selectively benefits from the positive traits of the original debtor (such as for example an existing fanbase, trophies won in the past, and infrastructure), that it becomes unfair to disregard the negative traits of the original debtor (such as for example its failure to pay debts).
101. The Sole Arbitrator will focus his analysis on the various elements relied upon by the Parties in submitting whether the Alleged Successor Club is the sporting successor of the Original Debtor. The Sole Arbitrator will first address all individual elements raised by the Parties independently, assess whether such elements are indications in favour or against sporting succession and determine the importance of each individual element, before engaging into a collective assessment of all individual elements together to determine whether the Alleged Successor Club is the sporting successor of the Original Debtor. This exercise is fact-specific, and, as set forth in CAS jurisprudence, the Sole Arbitrator finds that “*elements present in a certain case may tip the balance in one direction, whereas the elements present in a lesser or higher degree in another case, may tip the balance in the opposite direction*” (CAS 2020/A/7290, para. 86).
102. However, before assessing the relevant individual criteria with respect to sporting succession, the Sole Arbitrator considers it important to dedicate some considerations to the Greek Sports Law Act, as he finds that this has an impact on the assessment of the various individual criteria.
103. The Sole Arbitrator finds that, because of the Greek Sports Law Act, the situation between the Original Debtor and the Alleged Successor Club is to be distinguished from the typical sporting succession cases whereby a new club is established after the demise of the former club, because in the matter at hand the new club (the Alleged Successor Club) was not established after the demise of the former club (the Original Debtor). Quite the opposite, whereas the Original Debtor was founded in 1989, the Alleged Successor Club was already founded in 1967.
104. What is more, the Original Debtor was created out of and by the Alleged Successor Club in order to comply with the requirements of the Greek Sports Law Act following the Alleged Successor Club’s promotion to professional level football.
105. In a situation where an FSA (the Original Debtor) is created out of and by a founding association (the Alleged Successor Club) with the purpose of continuing its sporting activities at a professional level, the Sole Arbitrator finds it not only logical that the FSA takes over the distinctive traits of its founding association, but it is not even a choice because Greek law requires doing so. When the FSA is then liquidated and the

association recommences its participation in amateur level football, the similarities of the two entities are already there.

106. In the matter at hand, the Alleged Successor Club did not actively seek to adopt certain distinctive traits of the Original Debtor after the latter's demise. For historic reasons and because of the requirements set forth in the Greek Sports Law Act, it already had them before the Original Debtor even existed. The Sole Arbitrator finds that, in a context of assessing whether there is sporting succession, one should mainly look for active conduct of the alleged sporting successor in adopting certain distinctive traits of the original debtor and/or efforts to actively associate itself with the original debtor, rather than looking for a failure to actively dissociate itself from the original debtor.
107. The Sole Arbitrator finds that the Alleged Successor Club described the situation accurately in its Appeal Brief by stating the following:

*“[T]he [Alleged Successor Club] has been of course using the same legal name, logo and team colours it has since its establishment in 1967 (which is essentially the name of the city it is based in, a common and valid practice among football clubs) and plays in the same city where it has its legal seat since then. All this, however, was not done by the [Alleged Successor Club] specifically to associate itself with the [Original Debtor] and exploit its goodwill, reputation and history but it is an established reality that precedes the creation of the [Original Debtor]”.*
108. Of course, active dissociation would be an important element pointing against sporting succession, but the absence thereof is not necessarily considered to be an important element pointing in favour of sporting succession.
109. As addressed in more detail below in assessing the various individual elements, the Sole Arbitrator finds that this has an impact on various of the individual criteria assessed below.
110. For the avoidance of doubt, the above analysis does not mean that the present proceedings are governed by Greek law or that the Sole Arbitrator applies Greek law. This is not the case, the proceedings are governed by the various regulations of FIFA and, additionally, Swiss law. However, in reconstructing and assessing the (historic) relationship between the Original Debtor and the Alleged Successor Club, the Sole Arbitrator finds that the Greek Sports Law Act provides a logical and coherent explanation for the establishment of the Original Debtor and how it came about that the Original Debtor and the Alleged Successor Club have been sharing a variety of distinctive traits since the foundation of the former in 1989.
111. In the paragraphs below, the Sole Arbitrator will consider the various individual elements relied upon by the Parties in the overall assessment of whether the Alleged Successor Club is the sporting successor of the Original Debtor or not.

*i. Sporting continuity*

112. Turning then to the assessment of the individual elements relied upon by the Parties, as set forth above, the Sole Arbitrator finds that there was no sporting continuity between the Original Debtor and the Alleged Successor Club. Rather than treating this as an entirely independent category distinct of the concept of sporting succession, the Sole Arbitrator assesses it here as one of the several elements that are relevant for determining whether there is sporting succession.
113. The Sole Arbitrator finds that a one-season interruption of sporting activity could be overcome, i.e., this does not necessarily bar a conclusion that there is sporting succession. However, a situation whereby an alleged successor club commences its participation in organised football at the lowest possible amateur level, albeit maybe not decisive, is considered to be a very important indicator against sporting succession.
114. As agreed between the Parties, the elements assessed can have varying degrees of relevance. The Sole Arbitrator finds that sporting continuity is a very important criterion. This goes two ways. On the one hand, if an alleged successor club benefits in some way from the original debtor's competition level in the past, this is a strong indicator of sporting succession. However, on the other hand, if an alleged successor club does not benefit from the original debtor's sporting achievements in the past at all, this is a strong indicator against sporting succession.
115. In the matter at hand, unlike for example in *CAS 2020/A/7290* where it was concluded that "*the [alleged successor club] actually benefited from the relegation of the [original debtor]*" (*CAS 2020/A/7290*, para. 94 of the abstract published on the CAS website), in the matter at hand, the Alleged Successor Club did not in any way benefit from the Original Debtor's demise or its sporting achievements in the past. The Alleged Successor Club restarted activity at the lowest possible amateur level, like any newly established club would in principle have to do.
116. The Sole Arbitrator considers this to be a very important element pointing against sporting succession.

*ii. Name*

117. The names of the Original Debtor ("*AO Xanthi PAE*"), and the Alleged Successor Club ("*AO Xanthi*") are clearly very similar. What is more, both are apparently frequently referred to as "*Xanthi FC*" or "*AOX*", an allegation of the Player and FIFA that was not specifically contested by the Alleged Successor Club. Accordingly, the Sole Arbitrator finds that it is to be concluded that this is an element in favour of sporting succession.
118. However, due to the specific situation in Greece requiring the establishment of a new entity when a club is promoted to professional level football, resulting in the creation of the Original Debtor by the Alleged Successor Club, the Sole Arbitrator finds that the similarity in name is only of limited relevance.
119. The Sole Arbitrator notes that although the Alleged Successor Club did not change its name after the demise of the Original Debtor to actively dissociate itself from the

Original Debtor, it also did not undertake any action to change its name to be associated with the Original Debtor. The Alleged Successor Club simply continued under the same name it already had since 1967.

*iii. Legal form*

120. The Original Debtor is an FSA, whereas the Alleged Successor Club is an association. Accordingly, if anything, the Sole Arbitrator finds that it is to be concluded that this is an element against sporting succession.
121. However, just like with the previous criterion regarding the name, but then *vice versa*, due to the specific situation in Greece, prescribing which types of legal entities may participate in amateur level football and which at professional level football, the Sole Arbitrator finds that the Original Debtor and the Alleged Successor Club had no reasonable alternative but to comply with Greek law. Accordingly, since the Original Debtor and the Alleged Successor Club had no freedom to choose the type of legal entity under which they could operate, the Sole Arbitrator finds that the different legal forms are only of limited relevance.

*iv. Public expressions*

122. FIFA maintains that the Alleged Successor Club wants the best of two worlds: benefitting from the Original Debtor's history and reputation, while attempting to avoid the latter's financial liabilities.
123. The history (including titles and achievements) is addressed as a separate category below, but the Alleged Successor Club's public expressions to actively associate itself with the Original Debtor in an attempt to benefit from its goodwill, reputation, etc., is addressed here.
124. In this respect, FIFA argues that the Alleged Successor Club frequently adds the following hashtags to its posts on Instagram: #AOX, #aox1967, #restart, #AoxTheComeback, #XanthiFC.
125. The name AOX has already been addressed above, and the reference to the history (#aox1967) is addressed below, but with respect to the latter three hashtags, the Sole Arbitrator finds that the Alleged Successor Club actively seeks to rely on the Original Debtor's goodwill, reputation, etc., and publicly portrays itself as being the same club as the Original Debtor.
126. Although understandable, because with its reliance on such hashtags, the Alleged Successor Club may benefit from the Original Debtor's goodwill, reputation, etc., the Sole Arbitrator nonetheless finds it to be an important indicator in favour of sporting succession.
127. The Alleged Successor Club also made various expressions on its website, by means of which it actively seeks to engage the fanbase of the Original Debtor as its own. Below are a couple of such public expressions of the Alleged Successor Club, which albeit

taken out of context, are exemplary of the Alleged Successor Club's statements in this respect:

*"[...] the effort to regenerate and restart the historic A.O.X."*

*"The story of A.O.X. continues. We invite you all to write it together, FOR THE TEAM AND FOR THE CITY."*

*"It is the beginning of the huge course of our club and the foundation of the rebirth of the team."*

*"Our common goal is to return the team to its European operating standards and to reposition the academies on the Greek football map."*

*"The plan of the initiative to continue the history of [AOX], through the activation of the Amateur AOX".*

128. The Sole Arbitrator finds these statements to be important pointers in favour of sporting succession.

**v. History (titles and achievements)**

129. The Sole Arbitrator finds that the Alleged Successor Club's reliance on the history, the titles and results of the Original Debtor is somewhat complicated, because the Original Debtor and the Alleged Successor Club share a significant part of their history due to their coexistence over a period of 33 years.
130. For instance, although the Player and FIFA in particular take offence with the Alleged Successor Club's reliance on the year 1967 as the year of its foundation, this is accurate and justified, because the Alleged Successor Club was founded in this year. The foundation of the Original Debtor in 1989 does not make this any different.
131. As to FIFA's argument that the Alleged Successor Club's contention that both clubs "*coexisted [...] for 33 years*" is in contradiction with its contention that it "*reappeared in organised football*", the Sole Arbitrator finds that the reference to "*reappear*" is not to be interpreted as a reference to the disappearance of the Original Debtor, but to the disappearance of the Alleged Successor Club from sporting competitions at the moment the Original Debtor was established in 1989. Since 1989 the Alleged Successor Club did not participate in organised football. Accordingly, in that sense, the Alleged Successor Club "*reappeared in organised football*" at the start of the 2023/24 season. On this basis, the Sole Arbitrator does not find the Alleged Successor Club's aforementioned statements contradictory.
132. In describing the history of the Alleged Successor Club on its website, the Alleged Successor Club refers to titles and achievements of the Original Debtor. However, besides two mistaken references to "*our football history*" and "*our team*" when actually referring to the history of the Original Debtor, the Sole Arbitrator finds that the Alleged Successor Club correctly does not assume the accomplishments of the Original Debtor as its own.



133. All that said, the Sole Arbitrator finds that, overall, the history of the Alleged Successor Club as described on its website is a pointer against sporting succession.
134. The Sole Arbitrator finds that the relevance of this element should not be overstated, but that it is nonetheless a relevant aspect to be taken into account.

*vi. Team colours*

135. Just like with the name of the Alleged Successor Club, and for the same reasons, the Sole Arbitrator finds that this is an element pointing in favour of sporting succession, but that such element is only of limited relevance.

*vii. Team logo*

136. Just like with the name and team colours of the Alleged Successor Club, and for the same reasons (due to the specific situation in Greece requiring the establishment of a new entity when a club is promoted to professional level football, resulting in the creation of the Original Debtor by the Alleged Successor Club, the Sole Arbitrator finds that the similarity in name is only of limited relevance), the Sole Arbitrator finds that this is an element pointing in favour of sporting succession, but that such element is only of limited relevance. In particular, it is interesting to note that both logos refer to the year 1967, which was the year the Alleged Successor Club was founded.

*viii. Registered address*

137. The Alleged Successor Club's contention that the registered seat of the Alleged Successor Club is located on a different address than the registered seat of the Original Debtor remained uncontested by FIFA and the Player. The Sole Arbitrator finds the different address to be a pointer against sporting succession, although only of limited relevance. It is not very complicated to change the registered seat of a legal entity, so the Sole Arbitrator finds that this should not play a major role in the overall assessment of whether there is sporting succession.

*ix. Stadium / Training centre*

138. Whereas the Alleged Successor Club maintains that it plays its matches in a different stadium than the Original Debtor used to do and that a different training centre is used, the Player argues that the Alleged Successor Club plays its home games where the Original Debtor used to play, in AOX Stadium and Xanthi FC Arena. The Player also argues that the Alleged Successor Club has claimed both stadiums as its own and considers them important assets and that the same training centre is used. FIFA argues that the Alleged Successor Club itself indicated on its website that it has been using the same training facilities since 2003.
139. Looking at the evidence submitted by the Parties in support of their contentions, the Sole Arbitrator notes that the Alleged Successor Club and the Player submitted pictures and abstracts of websites with information about the two stadia referred to by the Player, but no direct evidence of where the Alleged Successor Club plays its games or which training facilities are used.

140. From the general information provided, it derives that both the Alleged Successor Club and the Original Debtor used to play their home games in the AOX Stadium, until a new stadium (the Xanthi FC Arena) was inaugurated in 2004. There is however no information as to which arena was used by the Alleged Successor Club after the demise of the Original Debtor.
141. However, because the Sole Arbitrator finds that neither of the Parties submitted compelling evidence as to the facilities effectively used by the Original Debtor and by the Alleged Successor Club, this element is considered inconclusive, i.e., it is neither an indication in favour nor against sporting succession.

*x. Website and social media*

142. The Alleged Successor Club maintains that the Original Debtor's social media accounts are inactive since 2022 and that it has set up its own website and social media accounts, which remained undisputed by the Player and FIFA.
143. Consequently, the Sole Arbitrator finds that this is an element pointing against sporting succession.
144. The Sole Arbitrator finds that it appears to have been easy for the Alleged Successor Club to simply continue with the social media accounts of the Original Debtor, but that it chose to set up its own new social media accounts. With such actions, the Alleged Successor Club actively dissociated itself from the Original Debtor. This notwithstanding, given that it is not particularly difficult to set up new social media accounts, the Sole Arbitrator finds that this element is only of limited relevance.

*xi. Ownership / Management*

145. The Alleged Successor Club contends that it is an association and that it therefore does not have any owners, but members. On the contrary, the Original Debtor was a professional entity in the form of an FSA, with shareholders. The Alleged Successor Club also argues that there is no overlap in directors or members of the management with the Old Club.
146. These contentions remained undisputed by the Player and FIFA. The Player however argues that because the Alleged Successor Club retained a 10% ownership in the Original Debtor, both entities shall be considered one and the same.
147. The Sole Arbitrator finds that the Player's argument is to be dismissed. The ownership structure is clearly different and the Alleged Successor Club's share in the ownership of the Original Debtor remained limited to a minority of 10%.
148. Consequently, the Sole Arbitrator finds that this is an element pointing against sporting succession.
149. As to the relevance of this criterion, the Sole Arbitrator finds that the issue of the ownership and management is closely related to the element of legal form examined above and that it has little added value, as a consequence of which it is treated as an element of limited relevance.

*xii. Players and coaches*

150. The Alleged Successor Club submits that no players or members of the technical staff of the Original Debtor joined the Alleged Successor Club after the Original Debtor's demise, which contention remained uncontested by FIFA and the Player.
151. Consequently, the Sole Arbitrator finds that this is an element pointing against sporting succession.
152. The Sole Arbitrator considers this to be an important element. Indeed, should players and members of the technical staff of the Original Debtor have joined the Alleged Successor Club afterwards, this would have been an important indicator of sporting succession, but this is not the case here. A new team with different players and different members of the technical staff are representing the Alleged Successor Club.

*xiii. Public perception*

153. According to the Player, the fans of the Original Debtor unequivocally support the Alleged Successor Club. According to the Player, it were even these fans that devised a plan to revive the Alleged Successor Club.
154. The Sole Arbitrator finds it difficult to establish how the former fans of the Original Debtor feel about the Alleged Sporting Successor given that this is a subjective issue and because the perception may differ from supporter to supporter. The Sole Arbitrator is however prepared to follow the position of FIFA and the Player insofar they argue that a significant part of the former supporters of the Original Debtor are now supporters of the Alleged Successor Club, constituting an element in favour of sporting succession.
155. The Sole Arbitrator considers the subjective view of the supporters relevant. However, in the opinion of the Sole Arbitrator, it is much more important whether the Alleged Successor Club actively tried to influence the public perception by means of public expressions, which it did. This aspect, that the Sole Arbitrator classified as "important", is already addressed above. Insofar as the public perception is concerned beyond the active conduct of the Alleged Successor Club, the Sole Arbitrator finds that this is to be categorised as a relevant element.

*xiv. Sponsors*

156. The Alleged Successor Club's contention that it did not take over any of the sponsors of the Original Debtor remained uncontested by FIFA and the Player. The Sole Arbitrator finds that this is another element against sporting succession, albeit only of limited relevance.

*xv. Conclusion*

157. Having considered all the individual elements set forth above, the Sole Arbitrator now assesses all elements collectively to come to a conclusion with respect to the sporting succession.

158. Although reducing the above considerations to a table does not do justice to the nuances examined and oversimplifies the conclusions reached, the Sole Arbitrator nonetheless finds that it provides a helpful overview of the conclusions reached above:

Elements in favour of sporting succession	Elements against sporting succession
Name – limited relevance	No sporting continuity – very important
Public expressions – important	Legal form – limited relevance
Team colours – limited relevance	History (titles and achievements) – relevant
Team logo – limited relevance	Registered address – limited relevance
Public perception – relevant	Website and social media – limited relevance
	Ownership – limited relevance
	Players and coaches – important
	Sponsors – limited relevance

159. The Sole Arbitrator observes that both in terms of quantity and quality of the elements listed in the above overview, the balance sways against a finding of sporting succession.
160. The element considered most important by the Sole Arbitrator is the conclusion that there was no sporting continuity between the Original Debtor and the Alleged Successor Club, particularly not in terms of the category of competitions.
161. The Sole Arbitrator does not want to go as far as FIFA in suggesting that, “[i]n order to establish whether a new club is effectively taking over another one from a sporting perspective, then, there needs to be a certain degree of sporting continuity between the two entities” (emphasis in original). In the view of the Sole Arbitrator, a certain degree of sporting continuity is not a *conditio sine qua non* to establish sporting succession, but the absence of any sporting continuity is certainly a very important element to be considered in the overall assessment made.
162. There is only one “important” element in favour of sporting succession, which is the fact that the Alleged Successor Club made various public expressions in which it actively associates it with the Original Debtor. However, the Sole Arbitrator finds that this element alone is insufficient to conclude that there was sporting succession.
163. There is also an “important” element against sporting succession, which is the fact that no players or coaches of the Original Debtor joined the ranks of the Alleged Successor Club. To a certain extent, this element can be set-off against the aforementioned “important” element in favour of sporting succession.
164. FIFA argued in the matter at hand that “[w]hat matters for sporting succession to be configured is that a new club takes over another club’s ‘assets’ (in the broadest sense) which concurred to form its sporting identity” (emphasis in original).

165. The Sole Arbitrator finds that, besides actively associating itself with the Original Debtor’s history, the Alleged Successor Club did not actively take over any “assets” of the Original Debtor that it did not already possess.
166. Consequently, in view of all the above and based on the facts and circumstances as presented by the Parties in the context of these appeal arbitration proceedings, the Sole Arbitrator finds that the Alleged Successor Club is not the sporting successor of the Original Debtor.
167. The consequence of this finding is that the Alleged Successor Club is not required to pay the amount awarded by means of the Appealed Decision. As a corollary, the Alleged Successor Club is acquitted of any alleged violation of Article 21(4) of the FDC.

**B. Conclusion**

168. Based on the foregoing, the Sole Arbitrator holds that:
- i) The Alleged Successor Club is not the sporting successor of the Original Debtor.
  - ii) The Alleged Successor Club is not required to pay the amount awarded to the Player by means of the Appealed Decision.
  - iii) The Alleged Successor Club is not in breach of Article 21(4) of the FDC.
169. All other and further motions or prayers for relief are dismissed.

**X. COSTS**

(...).

\* \* \* \* \*

## ON THESE GROUNDS

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

1. The appeal filed on 21 March 2024 by AO Xanthi against the decision issued on 8 February 2024 by the Disciplinary Committee of the *Fédération Internationale de Football Association* is upheld.
2. The decision issued on 8 February 2024 by the Disciplinary Committee of the *Fédération Internationale de Football Association* is set aside.
3. (...).
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 20 January 2025

## THE COURT OF ARBITRATION FOR SPORT

Hendrik Willem **Kesler**  
Sole Arbitrator

Dennis **Koolaard**  
*Ad hoc* Clerk