

Date: 08 April 2021

Sent to:  
SC Dnipro-1  
Mr Georgi Gradev  
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C.C:  
Ukrainian Association of Football, Mr Jaba Kankava

## Notification of the grounds of the Decision

Ref FDD-6394

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 11 February 2021.

The Ukrainian Association of Football (in copy) is kindly requested to forward this decision to SC Dnipro-1.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

FIFA

A handwritten signature in black ink, appearing to be 'C. Schneider', is written over a blue horizontal line.

Carlos Schneider  
Head of the FIFA Disciplinary Department

# Decision of the FIFA Disciplinary Committee

passed on 11 February 2021

## COMPOSITION:

Mr. Yasser Al-Misehal, Saudi Arabia (member)

## RESPONDENT:

SC Dnipro-1, Ukraine

(Decision FDD-6394)

## Regarding:

Failure to respect decisions (Article 15 FIFA Disciplinary Code)

## I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the FIFA Disciplinary Committee has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of its position and in the ensuing discussion on the merits.
2. On 8 March 2018, the FIFA Dispute Resolution Chamber decided that the Ukrainian club FC Dnipro Dnipropetrovsk (hereinafter also referred to as: *'the Original Debtor'*) had to pay to the player Jaba Kankava (hereinafter also referred to as: *'the Creditor'*) the amount of EUR 157,000.
3. On 22 March 2018, the grounds of the decision passed by the Dispute Resolution Chamber on 8 March 2018 (hereinafter: *'the DRC Decision'*) were duly communicated to, amongst others, the Creditor and the Original Debtor.
4. On 28 May 2020, the Creditor requested the Secretariat to open disciplinary proceedings against the Ukrainian club called SC Dnipro-1 (hereinafter also referred to as: *'the Respondent'*). The Creditor considered the Respondent to be the sporting successor of the Original Debtor, and therefore, in accordance with Art. 15 FDC should be sanctioned for the non-compliance with the DRC Decision. In this respect, the Creditor based its allegations on the following information and/or evidence:
  - The sporting successor was suddenly created in 2017 with the objective of directly participating in professional football as from the first year of the Respondent's existence;
  - The Respondent swiftly accessed the highest tier of Ukrainian football, the Ukrainian Premier League, in July 2019;
  - With regard to the creation, headquarters, name and stadium of both clubs:
    - SK Dnipro-1 means *"Sport Club Dnipro-1"* and *"K"* as *"Klub"*;
    - Both clubs are based in the city Dnipro and just a *"couple of miles away"* from the Dnipro Arena Stadium;
    - Both clubs play in the Dnipro Arena;
    - The Respondent was founded on 10 March 2017, which is the same season in which the Original Debtor was accumulating huge debts and was relegated to the second tier of Ukrainian Football;
  - With regard to the CEO, staff and players;
    - The appointed CEO of the Respondent is Andriy Rusol. As from February 2012 until January 2017, he was the CEO of the Original Debtor. He was reportedly appointed CEO of the Respondent on 1 February 2019;
    - In an interview dated 4 May 2020, he is shown as the Executive Director of the Respondent;

- The head coach, Dmytro Mykhaylenko, transferred from the Original Debtor to the Respondent on 6 July 2017;
- The assistant manager, Artem Kusliy, made the same transfer on the same date;
- A total of 15 players were transferred from the Original Debtor to the Respondent in 2017 and 2018;
- The Original Debtor's president, Ihor Kolomoisky, announced that *"the club will not exist in the same form as before"*;
- The Creditor provided several Wikipedia links, which state that, *inter alia*, the Respondent had taken over the Original Debtor's football school;
- The Creditor facilitated articles from UK football websites from 2017 and 2019, which stated that *"the idea of Dnipro-1 being a sporting successor of the Original Debtor"*, that *"Kolomoyskyi is providing 25% of the funding for a new club called SK Dnipro 1"*, and *"Dnipro-1 took over Dnipro's academy, stadium, head coach, and many of their players - but crucially, not their debts [...]"*;
- The Creditor quoted the alleged main initiator of the project, Roman Zozulya, who said that the Respondent is actually FC Dnipro with new colours only: *"[...] I think that Dnipro-1 is the same Dnipro, but with new people. I am glad that there are people who are not indifferent to the history of our home team, and they have taken on the responsibility to create and revive a new team, which I hope will play in the Premier League in 2 years"*.

5. In view of the above, the Creditor requested the following:

- To establish that the Respondent is the sporting successor of the Original Debtor;
- To establish that the Respondent must carry the Original Debtor's debts.

6. On 19 November 2020, as the Original Debtor did not pay the outstanding amounts due to the Creditor, the Secretariat to the FIFA Disciplinary Committee (hereinafter also referred to as: *'the Secretariat'*) opened disciplinary proceedings against the Original Debtor in respect to a potential violation of Art. 15 of the FIFA Disciplinary Code (2019 ed.) (FDC), as the Original Debtor had not acted in accordance with the DRC Decision.

7. On 9 December 2020, the Secretariat requested the Ukrainian Football Association (hereinafter: *'the UAF'*) to provide its comments regarding the allegations brought forward by the Creditor, and in particular, to provide its position regarding the potential connection between the Original Debtor and the Respondent.

8. On 24 December 2020, the UAF provided the Secretariat with its comments with regard to the sporting succession of the Original Debtor. The UAF concluded that the Respondent is not the legal successor of the Original Debtor based on the following arguments:

- According to public information in the Unified State Register of Legal Entities in Ukraine, both clubs are registered as different legal entities;
- The Respondent's name was taken from the Special Police Patrol Regiment "Dnipro-1";
- The Stadium Dnipro Arena is owned by the Bank of Ukraine;
- The team colours are different;
- The Respondent's logo was taken from the Special Police Patrol Regiment logo;
- The Respondent started its football history in 2016 (from non-organized football);
- Youth players joined the Respondent since it *"aims to play a crucial role in growing young, talented players"*;
- Fans of the Original Debtor have never supported the Respondent;
- In the 2017-2018 season, when both clubs participated in the Second League *"the conflict between their supports grew into regular fights and massive disorderliness"*;
- Finally, the UAF indicated which national leagues the respective clubs participated in during the last five seasons, which is summarized in the below table:

Season	FC Dnipro	SC Dnipro-1
2016/2017	Ukrainian Premier League	<i>"Defender of Ukraine Cup"</i>
2017/2018	Ukrainian Second League	Ukrainian Second League
2018/2019	Ukrainian Football Amateur League	Ukrainian Second League
2019/2020	-	Ukrainian Premier League
2020/2021	-	Ukrainian Premier League

9. On 7 January 2021, taking into consideration the information provided by the Creditor and by the UAF, the Secretariat opened disciplinary proceedings against the Respondent, for a potential failure to respect a decision passed by a body, a committee or an instance of FIFA or a CAS decision. In addition, the Respondent was informed that the case would be submitted to a member of the FIFA Disciplinary Committee for evaluation on 11 February 2021 and was invited to provide its position within six days of the notification of the opening of the disciplinary proceedings.

## II. RESPONDENT'S POSITION

10. On 29 January 2021, the Respondent provided its position which can be summarized as follows:

### *Position regarding procedural issues:*

- Based on Art. 25.5 of the FIFA Regulations on the Status and Transfer of Players, the claim is time-barred and should be declared inadmissible since more than two years have elapsed to establish a joint liability;

- The FIFA Disciplinary Committee might not be competent given that the DRC could also be competent based on the fact that disputes adjudicated by FIFA bodies can be qualified as "horizontal" where they involve two or more direct or indirect FIFA members and do not involve FIFA's particular prerogatives or disciplinary powers and where FIFA has nothing directly at stake. Other decisions involving the application of sporting sanctions, purely disciplinary issues, jurisdiction, eligibility or registration matters fall within the "vertical" criteria.
- The Creditor failed to explicitly request the FIFA DC to enforce the DRC Decision against SC Dnipro-1. In this context, the Respondent cited CAS 2017/A/5339 underlining that *"requests for relief must be specified with enough precision"*.

11. In light of the foregoing, the Respondent claimed that the FIFA Disciplinary Committee has no power to rule on the Creditor's motions and should therefore close the present proceedings.

*Position regarding sporting succession:*

- The decision that has been rendered between the Creditor and the Original Debtor does not have any legal force against a third party. The subject matter in dispute between the Creditor and the third party is completely different from the dispute between the Creditor and the Original Debtor.
- The clubs have always had their offices at different addresses in the city of Dnipro;
- The only similarity in their names is the word *"Dnipro"* which refers to the city of Dnipro;
- The clubs have different fans/supporters;
- The team colours are different (home and away) and the clubs have a different team crest/logo/emblem;
- As stated in the UAF's letter dated 24 December 2020, in the 2017/2018 season, both clubs participated together in the Ukrainian Second league;
- There is no proof that the Original Debtor did not pay to the Creditor;
- The Original Debtor's managing company has not entered into insolvency or bankruptcy proceedings. It is thus striking that the Creditor has never filed a lawsuit against the Original Debtor in front of a State Court and/or has never asked for an injunction to seize its assets;
- The Creditor has never sought to enforce the DRC decision against the Original Debtor through the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code or to collect the debt from the Original Debtor's managing company;
- The Creditor's passive conduct *vis-à-vis* the Original Debtor corroborates the Respondent's suspicions that the Creditor had received the debt;
- The Respondent was registered as a non-profit organization in 2015, and re-registered as an LLC in 2017 to be able to participate in professional football. Given that the Original

Debtor only ceased to exist in the summer of 2019, it is legally impossible for the Respondent to be the sporting successor of the Original Debtor;

- Sporting succession can only occur when the successor club takes the predecessor's place, creating a clear impression of continuity in such a way as to be perceived as the same club;
- Any transfer of players between the two clubs prior to 25 May 2019 cannot establish sporting succession under any circumstances;
- Furthermore, no players were moved at the end of the 2018/2019 season when the Original Debtor ceased to exist and got disaffiliated from the UAF;
- The CEO's move to the Respondent is irrelevant since the Original Debtor was disaffiliated only after 25 May 2019, whereas the CEO was appointed in January 2019;
- The CEO left the Original Debtor two years earlier, *i.e.* in January 2017. Therefore, the CEO did not move to the Respondent for financial reasons or in order to secure the original Club's continuation;
- The transfer of the coaches Dmytro Mykhaylenko and Artem Kusliy from the Original Debtor to the Respondent took place in July 2017, *i.e.* before even the Creditor filed its claim against the Original Debtor in front of the FIFA DRC in August 2017.

12. Given all of the above, the Respondent concluded that it could not be considered the sporting successor in the sense of Art. 15 (4) FDC (2019 edition).

13. Having said this, if the FIFA Disciplinary Committee were to rule that the Respondent breached Art. 15 FDC (2019 edition), it would inevitably be obligated to pay an amount that is greater than what the Creditor originally sought, in violation of the principle of *non ultra petita*.

### III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE

1. In view of the circumstances of the case at hand and the arguments raised by the parties, the member of the FIFA Disciplinary Committee (hereinafter also referred to as: '*the member of the Committee*' or '*the Single Judge*') decided to first assess as to whether he is competent to decide on the present matter, and should it be the case, whether the club Dnipro-1, could be held liable and considered responsible for a potential failure to respect the decision passed by the Dispute Resolution Chamber on 8 March 2018.

#### A. Jurisdiction of the FIFA Disciplinary Committee to decide on the present matter

2. First of all, the Single Judge analysed as to whether he is competent to assess if the club Dnipro-1 is the successor of the Original Debtor.

3. In this context, the Single Judge began his analysis by first emphasizing that it is uncontested that the Original Debtor, FC Dnipro Dnipropetrovsk, subject of the initial decision of the Players' Status Committee, had been disaffiliated from the Ukrainian Football Association.

4. In these circumstances, the Single Judge wished to recall that, according to Art. 53 par. 2 of the FIFA Statutes, the Disciplinary Committee (hereinafter also referred to as: *'the Committee'*) may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, intermediaries and licensed match agents.
5. Clubs are affiliated to regional and/or national football associations and these national football associations are members of FIFA. Consequently, football clubs are considered as "indirect members" of FIFA and therefore, are subject to and bound by the FIFA Statutes and all other FIFA rules and regulations, as well as by all relevant decisions passed by the FIFA bodies.
6. The aforementioned principle is embedded in Art. 14 par. 1 lit. d) of the FIFA Statutes which requires the member associations *"to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies"* as well as in Art. 60 par. 2 of the FIFA Statutes that states that the member associations, amongst others, *"shall take every precaution necessary to ensure their own members, players and officials comply with these decisions"*. The foregoing is only possible to the extent that the so-called "members" are still affiliated to the member associations of FIFA.
7. Therefore, since the UAF had already confirmed that the Original Debtor is no longer affiliated to the UAF, this implies that the Original Debtor has lost its indirect membership to FIFA and, therefore, the Disciplinary Committee could not impose sanctions against the Original Debtor. However, the Single Judge noted that, following the disaffiliation of the Original Debtor from the UAF, the Creditor requested the enforcement of the DRC Decision against SC Dnipro-1, which, in his opinion, should be considered as the successor of the disaffiliated club, FC Dnipro Dnipropetrovsk.
8. In this regard, and in line with the jurisprudence of the Court of Arbitration for Sport<sup>1</sup>, the Single Judge considered that he was not prevented from reviewing and/or making a legal assessment and deciding if, the Respondent, SC Dnipro-1, is the same as – and/or the successor of – the Original Debtor, FC Dnipro Dnipropetrovsk, especially considering that the former is duly affiliated to the UAF, and as such, under the jurisdiction of the Committee.
9. As a result, the Single Judge deemed that he is competent to assess the present matter and therefore to pass a formal decision of a substantive nature on the Creditor's request concerning the liability of the Respondent, SC Dnipro-1, towards the debts of the Original Debtor.

## B. Applicable Law

10. With regard to the matter at hand, the Single Judge pointed out that the disciplinary offense, *i.e.* the potential failure to comply with the DRC Decision was committed before the 2019 FDC entered

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<sup>1</sup> CAS 2018/A/5647 Civard Sprockel v. FIFA & PFC CSKA Sofia, para. 135.



into force. Nevertheless, the Single Judge considered that the application of the FDC 2019 is more favourable to the Respondent than the application of the 2017 edition of the FDC<sup>2</sup>.

11. In this sense, and following the provision of Art. 4 par. 2 of the FDC 2019, the Single Judge established that both the merits and the procedural aspects of the present case should fall under the 2019 edition of the FDC (hereinafter: the *2019 FDC*).
12. Moreover, the Single Judge observed that, according to the Respondent, the claim of the Creditor was inadmissible since it is time-barred. In this regard, the Single Judge would like to refer the Respondent to Art. 10 par. 1 of the 2019 FDC, according to which infringements may be prosecuted within the period of five years following a breach of Art. 15 of the 2019 FDC, *i.e. Failure to respect a decision*.
13. In this sense, the Single Judge found that the Creditor was fully entitled, by means of his correspondence dated 28 May 2020, to request the FIFA Disciplinary Committee to enforce the DRC Decision on the Respondent. In particular, the Single Judge pointed out that the DRC Decision at the basis of the Creditor's request was duly communicated to, amongst others, the Creditor and the Original Debtor on 22 March 2018. The Single Judge thus considered that the Creditor's claim was not time-barred as it clearly fell within the five-year limitation period, so that the disciplinary proceedings were properly opened on 7 January 2021.
14. Having established the above, the Single Judge turned his attention to the applicable law regarding the merits of the case. In this context, he wished to recall the content and scope of Art. 15 of the 2019 FDC in order to duly assess the case at hand.
15. According to this provision:

*1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision), passed by a body, a committee, or an instance of FIFA, or by CAS:*

*a) will be fined for failing to comply with a decision; in addition:*

*b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*

*c) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.*

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<sup>2</sup> CAS 2020/A/6755.

(...)

3. *If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed. A transfer ban or a ban on taking part in any football-related activity may only be lifted before it has been fully served upon payment of the due amounts, with other disciplinary measures being reserved*

16. In this context, for the sake of good order, it is worth emphasizing that in line with Art. 54 par. 1 h) of the 2019 FDC, cases involving matters under Art. 15 of the aforementioned code may be decided by one member of the Disciplinary Committee alone, acting as a Single Judge, as in the present case.
17. Finally, the Single Judge emphasized that equal to the competence of any enforcement authority, he cannot review or modify as to the substance a previous decision, which is final and binding, and thus has become enforceable.
18. His jurisdiction being established and the applicable law determined, the member of the Committee subsequently turned his attention to whether the Respondent has a connection with the Original Debtor and, should it be the case, whether it can be liable for the debts of the latter

## C. Merits of the Dispute

### I. Analysis and determination of the liability and responsibility of the Respondent

19. The Single Judge subsequently moved on to analyse whether the Respondent, on the basis of the evidence provided, is the sporting successor of the Original Debtor and, therefore, can be held liable for the debts of the latter.
20. In this sense, the Single Judge found it worthwhile to recall the existing jurisprudence from CAS on this particular topic.
21. To that end, the Single Judge first referred to decisions that had dealt with the question of the succession of a sporting club in front of the CAS<sup>3</sup> and in front of FIFA's decision-making bodies<sup>4</sup> which have established that, on the one hand, a club is a sporting entity identifiable by itself that, as a general rule, transcends the legal entities which operate it. Thus, the obligations acquired by any of the entities in charge of its administration in relation with its activity must be respected. On the other hand, it has been stated that the identity of a club is constituted by elements such as its name, colours, fans, history, sporting achievements, shield, trophies, stadium, roster of players, historic figures, etc. that allow it to distinguish itself from all the other clubs. Hence, the prevalence of the continuity and permanence in time of the sporting institution in front of the

<sup>3</sup> CAS 2007/A/1355; TAS 2011/A/2614 and TAS 2011/A/2646; TAS 2012/A2778.

<sup>4</sup> FIFA DRC 12150569.

entity that manages it has been recognised, even when dealing with the change of management completely different from themselves<sup>5</sup>.

22. In these circumstances, CAS considers that a “new” club has to be considered as the “sporting successor” of another one in a situation where a) the “new” club created the impression that it wanted to be legally bound by the obligations of its predecessor (*i.e.* the “old” club) b) the “new” club took over the licence or federative rights from the “old” club and c) the competent federation treated the two clubs as successors of one another<sup>6</sup>. By the same token, a “sporting succession” is the result of the fact that 1) a new entity was set up with the specific purpose of continuing the exact same activities as the old entity, 2) the “new” club accepted certain liabilities of the “old” club, 3) after the acquisition of the assets of the “old” club, the “new” club remained in the same city and 4) the “new” club took over the licence or federative rights from the “old” club<sup>7</sup>.
23. Furthermore, the issue of the succession of two sporting clubs might be different than if one were to apply civil law, regarding the succession of two separate legal entities. In particular, it is important to recall that according to CAS, a club is a sporting entity identifiable by itself that, as a general rule, transcends the legal entities which operate it. Consequently, elements to consider are, amongst others, the name, the logo and colours, the registration address and/or the managing board of the club<sup>8</sup>.
24. For the sake of completeness, the Single Judge wished to point out that the aforementioned established jurisprudence from CAS has now been reflected in the 2019 FDC, under Art. 15 par. 4 which states that *“the sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned”*.
25. Furthermore, it is worth mentioning that the elements as referred to in Art. 15 par of the 2019 FDC edition are not exhaustive<sup>9</sup>. In other words, CAS considered that the existence of several elements in light of this provision can lead, in its combination, and so even if not all elements are met in a specific case, to the conclusion that a club has to be considered as a “sporting successor”. The overall package of elements is decisive<sup>10</sup>.
26. With the above in mind, the Single Judge subsequently focused on the documentation at his disposal in light of the criteria set by the relevant CAS jurisprudence and applied by the Committee in such situations.

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<sup>5</sup> CAS 2013/A/3425.

<sup>6</sup> CAS 2007/A/1322 FC Politehnica Timisoara SA v. FIFA & RFF & Politehnica Stintia 1921 Timisoara Invest SA.

<sup>7</sup> CAS 2011/A/2646 Club Rangers de Talca v. FIFA.

<sup>8</sup> CAS 2016/A/4576 Ujpest 1885 v. FIFA, para. 134 – 139.

<sup>9</sup> CAS 2020/A/6884 Soukeyna Ba Bengelloun v. FIFA & PFC CSKA-Sofia, para. 138.

<sup>10</sup> CAS 2020/A/6884 Soukeyna Ba Bengelloun v. FIFA & PFC CSKA-Sofia, para. 138.

27. In this regard, the Single Judge first noted that the Respondent shares a number of similarities with the Original Debtor. In particular, both clubs play(ed) in the same stadium and have a similar name. The aforementioned constituting elements which could contribute towards the consideration of the Respondent as the sporting successor of the Original Debtor.
28. Furthermore, the Single Judge took into account that a number of staff members and players that were previously employed by the Original Debtor are now employed by the Respondent.
29. However, whilst the Single Judge acknowledged the aforementioned, he also noted that these similarities shared by the Respondent with the Original Debtor are not unique. There are many professional football clubs around the world that share a stadium.<sup>11</sup> Furthermore, with regard to the respective names 'FC Dnipro Dnipropetrovsk/ SC Dnipro-1', both clubs incorporate the name of the city in which they are located, *i.e.* Dnipro. The use of the same home city name within the names of the football clubs does not alone indicate that the clubs are connected. Especially when taking into account that the use of the home city name within the names of clubs is a common aspect in the world of football, and sport in general.
30. The Single Judge raised these points, in order to exemplify that the similarities between the Original Debtor and the Respondent submitted by the Creditor, do not alone present clear evidence of sporting succession.
31. Having considered the foregoing, the Single Judge next acknowledged, that the Respondent and the Original Debtor were simultaneously competing in different categories at national level. Moreover, as confirmed by the UAF, the Respondent and the Original Debtor even competed in the exactly the same league in the 2017/2018 season. According to the Single Judge, the fact that both clubs participated simultaneously in the same league is a fundamental element that would exclude sporting succession.
32. A further indication excluding a sporting succession, is the fact that the Respondent acquired its right to participate within the Ukrainian Premier League (*i.e.* Ukraine's highest league) as from the 2019/2020 season through its sporting performance, which led to its promotion to this league. Likewise, the Original Debtor was relegated to the Ukrainian Football Amateur League as a result of its (poor) sporting performance. With this in mind, the Single Judge found that nothing in the case file establishes that the federative rights of the Original Debtor have been transferred to the Respondent in order for the latter to replace the former in the Ukrainian Premier League, as argued by the Creditor.
33. The next elements taken into consideration by the Single Judge as regards the question whether the Respondent is the sporting successor of the Original Debtor are the club colours and respective logos used. In this context, the Single Judge agreed with both the UAF and the Respondent's positions and concluded that the respective clubs' colours and logos were indeed different. In

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<sup>11</sup> For example: AC Milan / FC Internazionale Milano; AS Roma / Lazio Roma; Club Brugge / Cercle Brugge; and FC Zürich / Grasshopper Club Zürich.

accordance with well-established CAS Jurisprudence<sup>12</sup>, the Single Judge considered the clear lack of similarities between the respective clubs' colours and logos as a further indication that the Respondent is not the sporting successor of the Original Debtor.

34. In other words, the Single Judge considered that the Creditor failed to establish that the Respondent wanted to give the impression that it is the sporting successor of the dissolved club. As per the Single Judge, the aforementioned analysis rather indicated that there is no sporting continuity between these clubs.
35. As a result, and in light of the foregoing evaluations, the Single Judge concluded that, based on the information and documentation at his disposal, it cannot be established to his comfortable satisfaction that the Respondent, SC Dnipro-1, is the legal and/or sporting successor of the Original Debtor, FC Dnipro Dnipropetrovsk.
36. In view of the foregoing, following the jurisprudence of the FIFA Disciplinary Committee, the Single Judge concluded that since the Respondent cannot be regarded as the sporting successor of the Original Debtor, all charges against the Respondent must be dismissed, as the Respondent cannot be considered as a non-compliant party within the meaning of Art. 15 of the 2019 FDC, and therefore, cannot be subject to the obligations laid down under said article.

#### **IV. DECISION OF THE DISCIPLINARY COMMITTEE**

- 1. All charges against the SC Dnipro-1 are dismissed.**
- 2. The Disciplinary proceedings initiated against SC Dnipro-1 are hereby declared closed.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



**Mr. Yasser Al-Misehal**  
Member of the FIFA Disciplinary Committee

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<sup>12</sup> CAS 2013/A/3425, para. 139; CAS 2020/A/7092 Panathinaikos FC v. FIFA & Club Parma Calcio 1913, paras. 73-74.

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**NOTE RELATING TO THE LEGAL ACTION:**

According to Art. 49 together with Art. 57 par. 1e) of the FDC and Art. 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.