



GHANA FOOTBALL ASSOCIATION

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AUGUST 7, 2020.

THE CEO
MEDEAMA SC
TARKWA

MR. NATHANIEL ASAMOAH
ACCRA

Dear Sir,

**DECISION OF THE GFA APPEALS COMMITTEE RELATING TO THE APPEAL FILED BY
MEDEAMA SPORTING CLUB AGAINST THE DECISION OF THE GFA PLAYERS
STATUS COMMITTEE**

We forward herewith the Decision of the GFA Appeals Committee in the above-mentioned subject matter.

Please accept for strict compliance.

Yours faithfully,

PROSPER HARRISON ADDO, ESQ.
(GENERAL SECRETARY)

GHANA FOOTBALL ASSOCIATION



**DECISION OF THE APPEALS COMMITTEE* OF THE GFA RELATING TO THE
APPEAL FILED BY MEDEAMA SPORTING CLUB AGAINST THE DECISION OF THE
PLAYERS' STATUS COMMITTEE**

This is the decision of the Appeals Committee in respect of an appeal filed against the Decision of the Players' Status Committee of the Ghana Football Association by Medeama Sporting Club.

The decision of the Players' Status Committee is dated 27th February, 2020 and it directed Medeama Sporting Club to pay its former player, Nathaniel Asamoah USD\$60,000.00 as his share of the transfer fees received by Medeama Sporting Club from Raja Casablanca.

We have reviewed the decision of the Players' Status Committee as well as the submissions filed before this Committee by both Medeama Sporting Club and Nathaniel Asamoah.

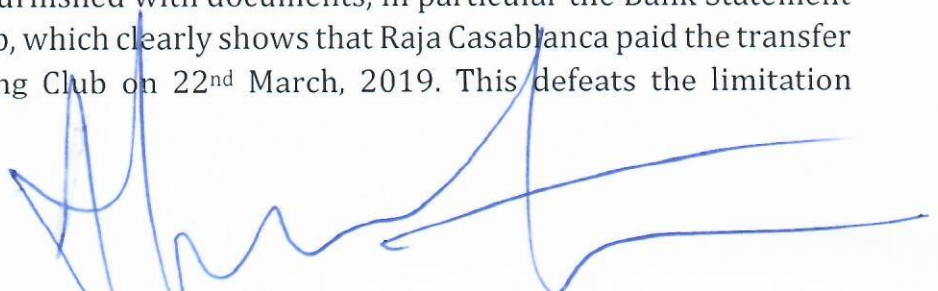
We note further that Nathaniel Asamoah is not pursuing a cross appeal in respect of his claim of GH¢40,000.00 which was refused by the Players' Status Committee and we do not intend to make any comment on that portion of the decision.

We have reviewed the "Transfer Agreement" between Medeama Sporting Club and Nathaniel Asamoah and we note that both parties do not dispute the existence of same.

In the Statement of Case filed on behalf of Medeama Sporting Club by its lawyer, the Club alleges that the Players' Status Committee did not grant Medeama Sporting Club a hearing and proceeded to determine the matter at a time when it was expecting a decision on a preliminary point it had raised relating to whether or not the application to the Players' Status Committee had been filed within time by Nathaniel Asamoah.

Our review of the record shows that Medeama Sporting Club did not dispute the contents of the "Transfer Agreement" at all. The club elected to limit its defence to limitation and other issues relating to third party ownership and not the merits of the claim. They were successful with the defence of limitation in respect of the GH¢40,000.00 claim relating to the signing on fee.

Our review of the entire evidence before the Players' Status Committee established that the Committee was furnished with documents, in particular the Bank Statement of Medeama Sporting Club, which clearly shows that Raja Casablanca paid the transfer fees to Medeama Sporting Club on 22nd March, 2019. This defeats the limitation defence.



In our view, the "Transfer Agreement" has not been disputed by Medeama Sporting Club and therefore Nathaniel Asamoah is entitled to 40% of the sum received. The total Contract sum was USD\$150,000.00 and therefore the 40% due Nathaniel Asamoah is USD\$60,000.00 as held by the Players' Status Committee.

In the circumstances the appeal is refused. We shall award costs of GH¢2,000.00 against Medeama Sporting Club in favour of Nathaniel Asamoah.



AGBESI K. DZAKPASU
CHAIRMAN

* AGBESI K. DZAKPASU

DR. BELLA BELLO BITUGU

FELIX ANYISAH

JOE SLOVO

ABDUL AZIZ MUSAH