



GHANA FOOTBALL ASSOCIATION

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THE C. E. O.
TUDU MIGHTY JETS FC.

THE C. E. O.
CHEETAH FC.

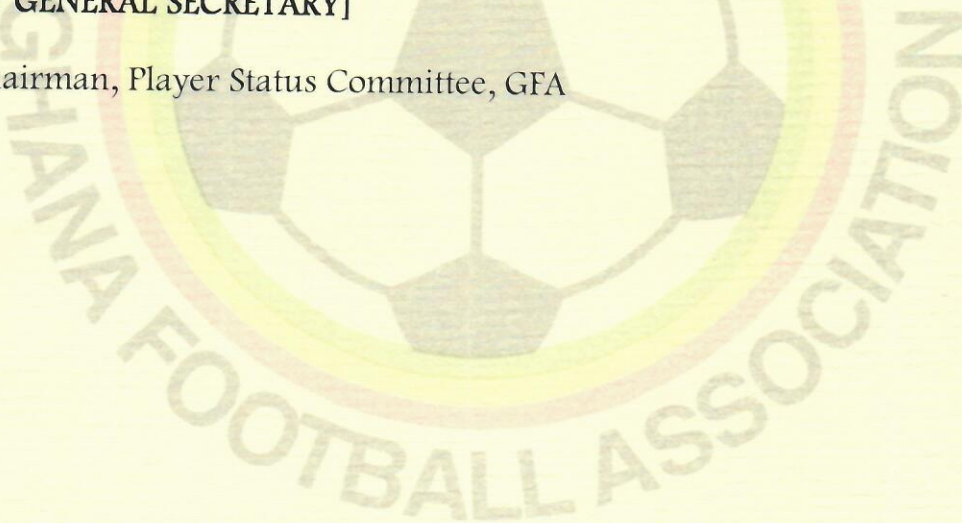
DECISION OF THE GFA APPEALS COMMITTEE ON THE APPEAL BY TUDU
MIGHTY JETS FC. AGAINST THE DECISION OF THE PLAYERS' STATUS
COMMITTEE OF THE GFA

We submit herewith the decision of the GFA Appeals Committee in the above-
mentioned case for your information and necessary action.

Sporting regards.


ALEX ASANTE
[DEPUTY GENERAL SECRETARY]

cc: Chairman, Player Status Committee, GFA



DECISION OF THE APPEALS COMMITTEE* ON THE APPEAL BY TUDU MIGHTY JETS F.C AGAINST THE DECISION OF THE PLAYERS' STATUS COMMITTEE.

DATE: 3rd SEPTEMBER, 2020.

This is an appeal which has been pending before this Committee for a long time and we wish to apologise to the parties for the delay in determining same.

In this appeal, Tudu Mighty Jets F.C is inviting this Committee to set aside the decision of the Players' Status Committee dated 5th December, 2019 on a number of grounds listed in their Notice of Appeal filed on 16th December, 2019.

This appeal is by way of re-hearing and therefore we have reviewed all the submissions and processes filed before the Players' Status Committee as well as the submissions filed before this Committee and we have made our own findings of facts.

In its application to the Football Association dated 13th August, 2019, Cheetah F.C prayed the Football Association to compel Tudu Mighty Jets F.C to pay them 30% of the transfer received by Tudu Mighty Jets F.C from the transfer of the Player Philemon Kwasa Tawiah to SC Paderbon 07 of Germany.

Tudu Mighty Jets F.C challenged this claim when it was considered by the Players' Status Committee on a number of grounds but the Committee rejected the defence and directed that \$19,950.00 be paid to Cheetah F.C by Tudu Mighty Jets F.C from the transfer fees OF USD\$100,000.00.

It is not disputed by the parties that the player was transferred from Cheetah F.C. to Tudu Mighty Jets F.C. It is also not disputed that the said transfer was based on a Contract entered into between the parties herein dated 25th May, 2016. This Contract provides as follows;

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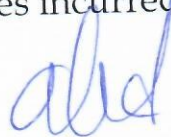
"The parties agreed that should Tudu Mighty Jets F.C loan or Transfer the economic right of the said Player to any other club, Cheetah F.C shall be entitle to 30% of any amount of money that Tudu Mighty Jets F.C shall receive"

This Contract is what enabled Tudu Mighty Jets F.C to register Philemon Kwasaa Tawiah as its player before his subsequent transfer to SC Paderbon 07 of Germany.

We note from our review of the documents submitted by the parties that the Contract was subsequently amended by way of telephone communication between two officers of the parties herein. In a letter to the Football Association dated 28th October, 2019, Tudu Mighty Jets F.C furnished the Committee below with a transcript of the WhatsApp communication between Mr. Abdul Hayye Yartey and Mr. Abubakar Nallah, the same officers who signed the 25th May, 2016 Contract for the parties herein. The WhatsApp communication clearly shows that Cheetah F.C agreed to reduce the percentage due them for the transfer of Philemon Kwasaa Tawiah by Tudu Mighty Jets F.C to a third Club to 20%. This constitutes a valid amendment of the Contract dated 25th May, 2016. We note that Cheetah has submitted documents indicating that its Board did not approve the amendment. In law, Tudu Mighty Jets F.C is entitled to assume that Cheetah F.C complied with all internal processes before its CEO agreed to the reduction of the percentage from 30% to 20% and this Committee finds as a fact that the Contract was duly amended.

We have reviewed some court processes relating to a Suit brought against Tudu Mighty Jets F.C by Swedru All Blacks United F.C and another person relating to the transfer of Philemon Kwasaa Tawiah by Tudu Mighty Jets F.C to SC Paderbon 07 of Germany.

In our view, the said Suit and the matters compromised therein by the parties to the Suit has no effect on the contract between Cheetah F.C and Tudu Mighty Jets F.C and any fees incurred by Tudu Mighty Jets F.C for



services rendered by third parties to it in the transfer of the Player to SC Paderbon 07 cannot be passed on to Cheetah F.C as the written agreement between the parties did not provide for that.

It is our view that the Player's Status Committee erred when it took into account the consent Judgment in a matter in which Cheetah F.C was not a party in determining how much Cheetah F.C is due from the transfer of Philemon Kwasaa Tawiah.

From the documents reviewed by us the total sum received by Tudu Mighty Jets F.C from the transfer of Philemon Kwasaa Tawiah to SC Paderbon 07 is USD\$97,500.00. The 10% due the Ghana Football Association is therefore USD\$9,750.00. The solidarity of 5% shall be USD\$4,387.50 leaving a balance of USD\$83,362.5. 20% of \$83,362.5 is \$16,672.50.

We used the net amount received by Tudu Mighty Jets F.C because it is not liable for the transfer charges.

In the circumstances we dismiss the appeal by Tudu Mighty Jets F.C. We however vary the final orders of the Players' Status Committee on the total amount due to Cheetah F.C from \$19,950.00 as ordered by the body below to \$16,672.50. Tudu Mighty Jets F.C is ordered to pay Cheetah F.C the entire amount within 14 days upon being served with our decision. We shall not award any costs in this matter.

AGBESI K. DZAKPASU
CHAIRMAN

*AGBESI K. DZAKPASU

DR BELLA BELLO BITUGU

FELIX ANYINSAH

JOE SLOVO

ABDUL AZIZ MUSAH