



GHANA FOOTBALL ASSOCIATION

P.O. Box AN 19338 Accra North - Ghana. Tel: +233-30-2660380-4

Fax: +233-30-2666697 / 2668590 E-mail: info@ghanafa.org. Website: www.ghanafa.org

Our Ref:GFA/P/AD/VOL. 107

March 3, 2021

**SUBMISSION OF THE DECISION OF THE APPEALS COMMITTEE IN
THE MATTER OF AN APPEAL FILED BY ASANTE KOTOKO SC RELATING TO
THE PLAYERS' STATUS COMMITTEE DECISION IN RESPECT OF
THE PETITION BY EVANS OWUSU**

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

Sporting regards.

**PROSPER HARRISON ADDO, ESQ.
[GENERAL SECRETARY]**

**THE C. E. O.
ASANTE KOTOKO SC.**

MR. EVANS OWUSU

Copies: Chairman, PLC
Chairman, Player Status C'ttee.
General Secretary
President

GHANA FOOTBALL ASSOCIATION




DECISION OF THE APPEALS COMMITTEE* ON AN APPEAL BY ASANTE KOTOKO SC RELATING TO THE PLAYERS' STATUS COMMITTEE DECISION IN RESPECT OF THE PETITION BY EVANS OWUSU

DATE: 25TH FEBRUARY, 2021.

The Appeals Committee of the Ghana Football Association has considered the appeal filed by Asante Kotoko S.C against the decision of the Players' Status Committee dated 25th January, 2021. The Appeal was filed by Asante Kotoko S.C on 25th January, 2021.

Asante Kotoko S.C stated the following grounds of appeal for our consideration;

1. The Club did not unilaterally terminate the contract of the Player and there is no evidence to that effect;
2. The Players' status Committee failed to produce in its ruling the full facts concerning the Statement of Defence filed by Asante Kotoko S.C;
3. The decision is not grounded in law and is inconsistent with Article 35 (10, 11, and 12) of the Ghana Premier League Regulations;
4. The decision is further inconsistent with Articles 13,14,15 and 16 of the GFA Regulations on the Status and Transfer of Players;
5. The GFA PSC has further failed to demonstrate a clear indication on a proper roadmap for the filing of an Appeal as there are many inconsistencies with the functions of the Appeal Committee with regard to the GFA Status(2019) and GFA Disciplinary code (2019);



6. The PSC creates an impression that the 2020/2021 season has ended without an opportunity to register the Player for either the Premier League or the other competitions of the GFA considering that the GFA announced on January 25, 2021 on the opening of the second registration window;
7. Furthermore, the contract between the Player and the Club did not specifically stipulate which competitions the Player would be registered for."

This Appeal is by way of rehearing and therefore we have considered the Petition submitted for and on behalf of the Player by the Professional Footballers Association of Ghana and the response of Asante Kotoko S.C to the Petition. We have, in considering this appeal, reviewed the contract of employment between Asante Kotoko S.C and the Player and all the letters sent to the Club by the Player through the Professional Footballers Association of Ghana.

The facts in respect of this matter are not disputed by the parties. Asante Kotoko S.C who has filed the instant Appeal provides these facts in their Written Statements in support of the Appeal and we reproduce same here;

"2. on 31st October, 2018, the Parties entered into an employment contract; valid for three years.

- I. *The Player was entitled to receive from the Club a salary of Ghanaian New Cedis (GH¢) 1,000.00.*
- II. *The Player was entitled to GH¢10,000.00 as an advance for each year as an "enticement fee"*

Just prior to the start of the 2020/2021 season, the Player was informed by the Club that he was no longer in the future plans of the Club and he was no longer welcome to join the Club's training sessions. Also, the Player was removed from the Club's Whatsapp group.



On 30th October 2020, the Player sent a letter to the Club by means of which he objected to the decision of the Club to exclude him from the team. He therefore asked to be reinstated in the team and asked for a confirmation within 5 days that he was still part of the team. Finally, the player asked the Club to pay his enticement fee of GH¢25,000.00. The Respondent did not reply to the letter.

On 11th November, 2020 the Player sent a new letter reiterating the content of his previous letter and stressing that the Club was breaching his contract and personality right. He again asked the Club to remedy the breaches within 5 days. The Respondent did not reply to the letter.

On 20th November, 2020, the Player sent a final warning letter to the Club for it to comply with its contractual obligation. The Respondent again did not reply to the letter.

On 27th November, 2020, the Player terminated his employment contract invoking just cause. The Respondent did not reply to the letter."


We wish to emphasise that the facts as quoted above were not disputed by Asante Kotoko S.C in their answer before the Players' Status Committee.

The contract between Asante Kotoko S.C and Evans Owusu was made on 31st October, 2018 and as indicated in Clause 2 of the contract, it was for a period of 3 years.

Clause 25 (a) of the contract provides as follows;

"Upon the execution of this Agreements, the Club shall effect the registration of the Player with the Football Association and the FA Premier League as appropriates in accordance with their Rules and Regulations"

Asante Kotoko S.C does not dispute the fact that it did not register Evans Owusu for the 2020/2021 Premier League Season.



Asante Kotoko is of the view that to the extent that it has not defaulted in paying the salary of the Player, the Player was not entitled to terminate his contract by relying on "just cause" as the basis for doing so.

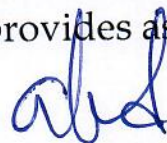
What the Club has not addressed in this appeal and in their answer before the body below is whether or not the issues raised in the various letters sent by the Player to the Club were addressed or not.

Our review of the Contract of Employment did not establish any basis by which Asante Kotoko S.C could exercise a right by informing the Player to look for a new Club. On the contrary, the contract expressly provides that Asante Kotoko S.C shall register the Player with the Football Association or the Premier League. The Player expressly resisted the directives from the Club by sending three separate letters to the Club to remind the Club of its contractual obligations but all the letters were ignored by the Club.

We are of the view that even if the Club pays the salary of the Player but defaults to register him with the Football Association or the Premier League as expressly provided in the contract of Employment it shall amount to a breach of the said contract. We are of the view that the directive to the Player by Asante Kotoko S.C to look for another Club and its refusal to register him for the 2020/2021 Football season amounts to a breach of the contract and therefore the Player was right in exercising his right to terminate for just cause or sporting just cause and demand for the payment of all monies owed to him by the Club.

We agree with the decision of the Players' Status Committee relating to the exercise of the Player's right to terminate the contract for just cause. The Player is a Free Agent and the GFA is directed to issue him with the necessary documentation required to evidence his current status.

Article 14 of the Regulations for the Status and Domestic Transfer of Players' of the Ghana Football Association provides as follows;



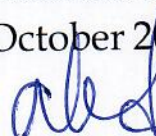
"14. TERMINATING A CONTRACT WITH SPORTING JUST CAUSE

1. It is legitimate for an established professional, who has featured in less than 10% of his Club's official matches in a season, to terminate his contract prematurely by applying to the Players' Status Committee to be granted free agency on the ground of sporting just cause, or just cause justifiable purely on sporting grounds.
2. The Committee shall give due consideration to the Players' circumstances. The existence of sporting just cause shall be established by the PSC on a case-by-case basis. In such a case, ***sporting sanctions shall not be imposed, though compensation may be payable***"

In our view, this is the applicable Article relating to the facts of this matter. The Player was not registered to even be able to play any match to even raise the issue of the maximum 10% threshold as provided for in Article 14. The Player, in our view had sporting just cause to terminate his contract with the club.

We therefore take the view that on the basis of the undisputed facts of this case, the Player was entitled to exercise his rights under Article 14 and the Players' Status Committee was right in granting the prayer of the Player by declaring him as a Free Agent and ordering the Club to pay him his outstanding salaries and enticement fees. For the avoidance of doubt, we grant the prayer of Petitioner and declare him a Free Agent. We further order the Club to pay the Player **ALL** monthly salaries due the Player up to the last day of his contract of employment and all monies due him as enticement fee for the entire three year period.

We direct the Club, Asante Kotoko S.C to pay all the monies due the Player Evans Owusu within 7 days upon being notified of the decision. The sums due him as salaries for the months of October 2020 to October



2021 totals GH¢13,000.00 and the outstanding enticement fee which is GH¢ 20,000.00. In the event of the Club's refusal to comply strictly with our decision, the GFA shall refer the Club to the Disciplinary Committee for the necessary sanctions to be imposed on the Club for noncompliance with a decision of the Appeals Committee of the Ghana Football Association.


AGBESI K. DZAKPASU
CHAIRMAN

*AGBESI K. DZAKPASU

DR BELLA BELLO BITUGU

FELIX ANYINSAH

JOE SLOVO TIA

EVA OKYERE