



IN THE DISCIPLINARY COMMITTEE GHANA FOOTBALL ASSOCIATION

Protest Case: No. A26 -

2021

PANEL

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| 1. Carla Olympio | - | Chairman |
| 2. Shaibu Ali | - | Member |
| 3. David Okyere | - | Member |
| 4. Justice Yeboah | - | Member |
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STEADFAST FC v TECHIMAN CITY FC

PROTEST IN RESPECT OF THE MATCHWEEK 23 DIVISION ONE LEAGUE MATCH

PROCEEDINGS:

In accordance with Article 56 of the GFA Statutes (2019) and Articles 35(9) of the GFA Division One League Regulations, this Disciplinary Committee (hereinafter referred to as “the Committee”) considered the depositions from Steadfast FC (hereinafter referred to as “the Petitioners”) and the Statement of Defence from Techiman City FC (hereinafter referred to as “the Respondents”). Supporting documents reviewed include the reports of the match officials and the video of the match.

SUMMARY OF FACTS:

CASE OF STEADFAST FC:

The Petitioners on Sunday, June 6, 2021 protested against the Respondents for failing to turn up for their Matchweek 23 Division One League match in contravention of Article 33.1(f) of the Division One League Regulations of the GFA.

It is the case of the Petitioners that the Respondent away team failed to turn up for the pre-match technical meeting which held at 10:00am on the day of the said match, and neither its players and nor officials were present during inspection, at the warm up session or indeed for the match itself. The Petitioners state therefore that 30 minutes after the official start time, with the Respondent still not present at the match venue and in accordance with the rules of play, the match officials declared the match over due to the Respondents’ no-show.

Reliefs Requested:

The Petitioners urged the Disciplinary Committee to invoke Article 33(1)(f) of the Division One League Regulations against the Respondent for “*failing to report for or honour a match without just cause*”, and to:

- a. Declare Steadfast FC winners of the match (Article 33(3) Division One League Regulations),
- b. Award three (3) points and three (3) goals to the Steadfast (Article 33(3) Division One League Regulations),
- c. Further apply the sanctions provided for in Article 33(5)(b) of the Division One League Regulations as applicable.

DEFENCE OF TECHIMAN CITY FC:

The Respondents in their Statement of Defence to the Protest stated that the Club's failure to turn up for their Matchweek 23 match against Steadfast FC was as a result of a breakdown in the vehicle the team were travelling in whilst they were in transit to Tamale on the day of the match. They stated that they sent a representative, Mr Baidoo Osei, on ahead to attend the pre-match meeting on their behalf. They further stated that they also did the following: informed the Match Commissioner when they realised they would not be able to make the trip to Tamale in time for the match; reported the incident to the GFA that same day; and requested the GFA accordingly to apply Article 12(1) of the Division One League Regulations. Article 12(1) permits the postponement of Division One League matches by the GFA on the grounds of "*force majeure or some other sufficient cause*".

As further evidence, they attached pictures of a mini-bus at the side of a road with several of their team members standing around beside it, which they stated were images of the breakdown they suffered on the way to Tamale on the match day.

FINDINGS AND GROUNDS OF THE DECISION

The Petitioners have requested that the Respondents suffer forfeiture under Article 33(1)(f) of the Division One League Regulations of the GFA.

The said article reads:

"A team commits an offence punishable by forfeiture of a match where...it fails to report for or honour a match without just cause."

For a Protest to succeed under this regulation, the Petitioners must prove two things:

- a. that the team failed to turn up, or having turned up, failed to honour the match, and
- b. that the team's action under point (f) above, was done without just cause.

It is this Committee's finding per the evidence of both Reports of the Referee and the Match Commissioner that Respondents failed to turn up for the match. In fact the Respondents admitted as much in their statement to the Committee.

The Respondents however argue that they were unable to attend the match due to the breakdown in transit of the vehicle the players and match officials were travelling in, and that as they had made an effort to send a representative ahead to inform the match officials, they were requesting a postponement of the match under the terms of Article 12(1) of the Division One

League Regulations, which permit the postponement of Division One League matches by the GFA on the grounds of “*force majeure or some other sufficient cause*”.

The outcome of the case therefore turns on whether or not the breakdown of the Respondents’ vehicle on the way to Tamale on the day of the match can be considered a “*force majeure or some other sufficient cause*”. In that light, the Committee noted that the term “*force majeure*” usually relates to events that are considered so extraordinary that they amount to an “Act of God”, such as earthquakes, fires, floods, and political revolutions. Such events would be unforeseeable and unavoidable, and generally outside the control of clubs and ordinary people. Such an occurrence may reasonably relieve a team from the obligation to honour all sanctioned matches.

This Committee is of the considered opinion that the breakdown of one bus in transit cannot usually amount to a “*force majeure*” event, unless there was no other possible means by which the team and officials could have gotten to Tamale. Whilst the Committee acknowledges having viewed the pictures provided as evidence, we point out there was nothing to indicate: how far away from the match venue the breakdown occurred; what time the breakdown happened; and why the team and officials could not have had the vehicle fixed/boarded some alternative means of transportation to get to the match on time. We therefore do not agree that the breakdown of the vehicle amounted to a *force majeure*, and whilst with extenuating circumstances it is conceivable it could have amounted to a “*sufficient cause*” (for e.g. had there been zero alternative means of transport on the road that day), the Respondent has not produced any evidence or even attempted to claim that was the case.

This Committee further notes that Techiman City sent a letter to the GFA on the day of the said match at 3:01pm. The letter, which was sent to the email address of the Division One League Management Committee, read as follows:

“Dear Sir,

Techiman City Football Club sends its compliments and will like to inform you about our challenges to honor our Matchday 23 game against Steadfast in Tamale.

We developed a problem with our vehicle between Portuu and Buipe.

As much as mechanics tried working on it, we haven't still finished.

Looking at the situation as it stands now, we might not be able to honor the game and plead with the GFA if it can be scheduled.

Thanks and counting on your cooperation.

Yours Faithfully

Mark Mainoo

(Board Secretary)”

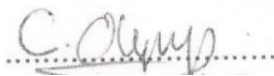
We note that the time stamp on this email was one (1) minute after the scheduled kick off time of 3:00pm.

In view of the above, it is the view of the Committee that we are left with no options but to agree with the Petitioners that Techiman City FC breached Article 33(1)(f) of the GFA Division One League Regulations by failing to honour their Matchweek 23 match against Steadfast FC without just cause.

DECISIONS

The Committee therefore makes the following decisions:

1. **That for failing to report for the Match Day 23 match without just cause, Techiman City FC shall forfeit the match in accordance with Article 33(1)(f) of the Division One League Regulations of the GFA.**
2. **That having been found to have forfeited the match, Techiman City FC shall be considered as having lost the match in accordance with Article 33(3). Accordingly, three (3) points and three (3) goals are hereby awarded in favour of Steadfast in accordance with Articles 33(3) and 33(10) of the Division One League Regulations of the GFA.**
3. **That in addition, being the defaulting club, Techiman City FC shall lose three (3) points from the club's accumulated points from their previous matches pursuant to Article 33(5)(a) of the Division One League Regulations.**
4. **That in addition, being the defaulting club, Techiman City FC is hereby fined Two Thousand and Five Hundred Ghana Cedis (GH¢2,500.00) payable to the GFA, 50% of which shall be paid to Steadfast FC pursuant to Article 33(5)(b) Division One League Regulation.**
5. **That the fine mentioned at point (4) above, shall be paid to the GFA within fourteen (14) days upon receipt of this Ruling, failing which Techiman City FC shall forfeit their subsequent matches after the said deadline.**
6. **That should any party be dissatisfied with or aggrieved by this Decision, the party has within one (1) day of being notified of this Ruling to appeal to the Appeals Committee of the Ghana Football Association as provided by Article 35(10) of the GFA Division One League Regulations.**



Carla Olympio
Vice Chairman, Disciplinary Committee
30th June, 2021