

DECISION OF GFA APPEALS COMMITTEE RELATING TO THE APPEAL BY ADUANA STARS FC AGAINST THE DECISION OF THE PLAYER STATUS COMMITTEE OF THE GFA IN RESPECT OF THE PETITION OF OBA IKAMA ULITCH AGAINST ADUANA STARS FC ON OUTSTANDING PAYMENT OF SIGNING ON FEE AND SALARIES

DATE: 2ND AUGUST, 2021.

COMMITTEE MEMBERS PRESENT

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| 1. Felix H. G. Anyinsah Esq. | Chairman |
| 2. David Asumda | Member |
| 3. Frank Addo | Member |
| 4. Mabel Aku Baneseh | Member |
| 5. Dr. Bella Bello Bitugu | Member |

DECISION OF THE PLAYERS STATUS COMMITTEE ON THE PETITION OF OBA IKAMA ULITCH AGAINST ADUANA STARS FC ON OUTSTANDING PAYMENT OF SIGNING ON FEE AND SALARIES

FACTS OF THE CASE

By a letter dated 10th May 2021, OBA IKAMA ULITCH (player/petitioner) complained of a breach of his contract by his club, ADUANA FC (Respondent).

1. Petitioner claimed he signed a three-year contract with Respondent which ended December of 2020.
2. In accordance with the contract, he was to receive a salary of GHC1500 every month.
3. In addition, he was also entitled to an enticement fee of GHC50,000.
4. Petitioner claimed that when the contract ended in December 2020, he was still owed half his enticement fee of GHC25,000. and six months outstanding salaries.

5. According to the petitioner, he sent the club a demand letter on the 27th of April 2021 requesting to be paid the outstanding half of his enticement fee of GHC25,000 and the six months salaries but received no reply.

Petitioner is therefore seeking the following reliefs:

- a. Payment of GHC25,000 representing the other half of his enticement fee
- b. Payment of GHC9,000 for his six months outstanding salaries

INVESTIGATIONS

1. In response to petition, the club, on the 2nd of June, 2021, indicated their option for personal hearing.
2. When the Committee sat on the 10th of June, 2021, the respondent questioned the authenticity and validity of Petitioner's unwitnessed Power of Attorney note presented to the committee. The Committee adjourned the case to enable petitioner present a recognisable Power of Attorney note.
3. The committee sat again on the 17th of June, 2021, but the Respondent failed to turn up. Petitioner was however present. Committee again adjourned the case to the 24th of June, 2021.
4. On the 24th of June, 2021, both parties were present. In response to Petitioner's claims, Respondent's representative produced a typed-out list of payments of various amounts with dates attached, which he alleged he picked from the club owner's cheque stubs. Petitioner denied having received some of the amounts on the list produced. These were five (5) instances of payment of GHC5000 (Five thousand Ghana Cedis) each. And one (1) instance of GHC2000 (Two thousand Ghana cedis). The Petitioner went ahead to explain that, the five instances of payment of GHC5000 each represent half of his total enticement fee of GHC 50,000(Fifty Thousand Ghana Cedis) as presented in his petition.

He indicated to the Committee that, the GHC 2000 (Two Thousand Ghana Cedis) he admitted receiving as well, was a gift from the club owner who considered him a son and occasionally gave him money since he was a foreigner in this s country. The Respondent debunked this claim saying the club is not a charity house to dish out such amounts.

5. The Committee made the following observations:

- The typed out sheet of paper indicating various amounts of payments paid to the petitioner was not a document the committee could wholly rely on.
 - The total amount on the typed out sheet was in excess of the claim of the petitioner.
 - Petitioner admitted receiving certain sums of money but rejected others.
6. The Committee made it known to Respondent that, the document of alleged payments was unreliable. However, because the petitioner admitted having received some of the payments on the list, those payments will be accepted as having been received by petitioner by his own admission. The Committee also indicated that, considered a gift as there was no evidence to back the claim. It was therefore considered as part of his enticement fee.
7. For the figures/payments in dispute, the committee decided to adjourn for one week, to enable Respondent produce a more acceptable document showing that, indeed, petitioner received such payments. The Committee suggested bank statements showing such amounts and payees; or, a certified list from the bank showing who actually cashed the cheques in question.
8. At the next sitting of the Committee, petitioner was present but Respondent failed to turn up.

DECISION

Since respondent failed to turn up and show evidence of payments of disputed amounts as requested by the committee, the Committee has decided to award partial relief.

1. ADUANA FC shall pay OBA IKAMA ULITCH an amount of GHC 23,000 (Twenty Three Thousand Ghana Cedis) representing balance of unpaid signing on fee.
2. ADUANA FC shall also pay OBA IKAMA ULITCH an amount of GHC9000 (Nine Thousand Ghana Cedis) representing six (6) months outstanding salaries.

Total payments to be made to petitioner by respondent are therefore:

GHC 23,000 + GHC 9000 = GHC32000 (Thirsty-two Thousand Ghana cedis)

3. This amount shall be paid within two weeks upon the notification of this decision.
4. Upon notification of this decision, the Claimant, OBA IKAMA ULITCH must inform the Respondent, Aduana Stars FC immediately and directly of the account details to which the aforementioned amount are to be made.
5. In the event that the above-mentioned sums are not paid within the aforementioned deadline, the present matter shall be submitted to the GFA's Disciplinary Committee for consideration and a formal decision per Article 15 of the GFA Disciplinary Code.

DECISION OF THE APPEALS COMMITTEE.

The Appeals Committee considered all the facts and the contract between the Player and the Club and upholds the decision of the Player Status Committee.



Felix H. G. Anyinsah Esq.

Chairman