

DECISION OF GFA APPEALS COMMITTEE RELATING TO THE APPEAL BY ELMINA SHARKS FC AGAINST THE DECISION OF THE PLAYERS' STATUS COMMITTEE OF THE GFA IN RESPECT OF THE PETITION OF ALHAJI ISSAHAKU AGAINST ELMINA SHARKS FC ON OUTSTANDING SALARIES AND SIGNING ON FEES.

DATE: 22ND JULY, 2021.

COMMITTEE MEMBERS PRESENT

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| 1. Felix H. G. Anyinsah Esq. | Chairman |
| 2. David Asumda | Member |
| 3. Abdul Aziz Musah | Member |
| 4. Emmanuel Kwasi Opare-Wiredu | Member |
| 5. Eva Okyere | Member |

INTRODUCTION

Alhaji Issahaku (Petitioner), petitioned the Ghana Football Association's (GFA), Players' Status Committee (PSC) on the 26th of January 2021 asking for intervention to be paid his outstanding signing on fee as well as annual salary that was not completely paid.

He indicated that he signed a two- year contract with ELMINA SHARKS FC on the 1st day of February 2019. This contract was to end on January 31st, 2021

Petitioner further said that, by a letter dated 31st October, 2019, the club wrote to him indicating that they no longer needed his services. This letter was attached to the petition.

INVESTIGATIONS

The PSC invited both parties to ascertain the veracity of the claims of the petitioner

1. There was indeed, a contract between the parties. This contract was for duration of two years as petitioner indicated. Under clause 10 of the contract, the petitioner was to receive a monthly salary of one thousand Ghana cedis (GH¢1,000.00), as well as signing on fee of Twenty-Five Thousand Ghana Cedis

(25,000.00). The signing on fee was to be paid in two equal installments, for each year of the contract.

2. ELMINA SHARES FC, by a letter to the petitioner dated 31st October, 2019, indicated that, the petitioner's service was no longer needed by the club. no reason was given for this action by the club upon interrogation, the club could not give any reason for the termination of the contract after only one year.

3. The club indicated however, that the salary of the petitioner was still being paid. They also indicated that the first installment of the petitioner's signing on fee was lodged with GN bank before the bank went into liquidation.

OBSERVATIONS

1. The committee noted that, the two parties were in dispute as to how much was due the petitioner. While both parties finally agreed that there was no longer any salary arrears, they disagreed on the signing on fee. Petitioner said he received nothing for signing on for the club, while the club claimed the first installment was lodged with the GN bank
2. The committee wrote to the ELMINA SHARKS FC on the 29th April, 2021 to help resolve this by furnishing the committee with documentary evidence of all payments made to the petitioner from the inception of his contract to present day. Unfortunately, nothing was produced to support their claim.
3. The petitioner provided his bank statement from Societe General Ghana, where his salaries were paid into. The bank statement captured 2019 to February, 2021. The statement captured salaries paid to petitioner, but there was no indication of any amount paid by the club relating to the signing on fee in dispute.

FINDINGS

1. The committee is not convinced that the club paid the first installment of petitioner's signing on fee because the burden of proof was in their hands, which they failed to prove when the committee gave them opportunity to do so.
2. The petitioner's bank statement showed no payment relating to the signing on fee was made.
3. The committee is satisfied that, there is no salary arrears.

DECISION

1. ELMINA SHARKS FC, shall therefore pay petitioner, ALHAJI ISSAHAKU, a total of twenty- five thousand Ghana cedis (GH¢ 25,000.00), being what was agreed in CLAUSE 10.0 of the contract between the two parties. This amount shall be paid in one lump sum and not by installment as captured in the contract. This is because, the club terminated the contract without just cause, coupled with the fact that the contract has since elapsed

In invoking the total payment of the signing- on fee to player, the committee made reference to court of arbitration for sports (CAS) case 2010/A/2159 Al- Kor sports club vs. Jean- Paul Radier, award of 17th January, 2011 where it was held:

'the respondent is entitled to the outstanding signing – on fee because the signing – on fee is a reward for joining the appellant and not the contracts term of validity.'

2. ELMINA SHARKS FC shall pay this amount within 30 days (thirty days) upon the notification of this decision.
3. Upon notification of this decision, the claimant, Alhaji Issahaku must inform the respondent, Elmina Sharks FC immediately and directly of the account details to which the aforementioned amount are to be made.
4. 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 affirms and upholds the decision of the Players' Status Committee. That,

1. ELMINA SHARKS FC, shall pay petitioner, ALHAJI ISSAHAKU, a total of twenty- five thousand Ghana cedis (GH¢ 25,000.00), being what was agreed in CLAUSE 10.0 of the contract between the two parties. This amount shall be paid in one lump sum and not by installment as captured in the contract.
2. ELMINA SHARKS FC shall pay this amount within 30 days (thirty days) upon the notification of this decision.
3. Upon notification of this decision, the claimant, Alhaji Issahaku must inform the respondent, Elmina Sharks FC immediately and

directly of the account details to which the aforementioned amount are to be made.

4. 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.

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Felix H. G. Anyinsah Esq.
Chairman