



IN THE DISCIPLINARY COMMITTEE GHANA FOOTBALL ASSOCIATION

Protest Case: No. A-50- 2017

CORAM

- | | | |
|--------------------------------|---|------------------|
| 1. Prosper Harrison Addo, Esq. | - | Chairman |
| 2. Eva Okyere, Esq. | - | Vice Chairperson |
| 3. Osei Kwadwo Addo, Esq. | - | Member |
| 4. W.O.1 J. W. Amoo | - | Member |
| 5. Alex Kotey | - | Member |
| Emmanuel Newton Dasoberi | - | Secretary |

IN ATTENDANCE

- | | | |
|---------------------|---|-----------------------|
| James Nyarko | - | G Mpuasuman United FC |
| Baafi Yeboah | - | G Mpuasuman United FC |
| A. Amposah-Amoabing | - | G Mpuasuman United FC |
| Daniel Asante | - | W. Nea Salamina FC |
| Nana Sarfo Oduro | - | W. Nea Salamina FC |
| Opoku Thomas | - | W. Nea Salamina FC |
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W. NEA SALAMINA FC vrs G. MPUASUMAN UNITED FC

-
**PROTEST IN RESPECT OF THEIR MATCH DAY 15
GN BANK DIVISION ONE LEAGUE MATCH PLAYED AT BEREKUM**

PROCEEDINGS

In accordance with Article 41(5) of the Statutes of the Ghana Football Association (GFA), the Division One Special Regulations and Articles 37(10)(a) to 37(10)(d) of the GFA General Regulations, the Disciplinary Committee (hereinafter referred to as “the Committee”) considered the depositions from W. Nea Salamina Football Club (hereinafter referred to as “the Petitioner”) and G. Mpuasuman United Football Club (hereinafter referred to as “the Respondent”) together with all the supporting documents and the reports of the match officials.

SUMMARY OF FACTS

CASE OF W. NEA SALAMINA FC

W. Nea Salamina FC (the Petitioner) on Monday, May 29, 2017 lodged a protest against G Mpuasuman United FC (the Respondent) for:

- a. failing to pay a fine of GHc2,500 in respect of a GFA Disciplinary Committee decision dated May 24, 2016 before playing their Match day 15 GN Bank Division One League game at the Berekum Park, in contravention of Articles 39(8)(b) and 39(8)(d) of the General Regulations of the GFA (the club attached the Decision);

- b. failing to pay the club's share of officiating fee for the 2015/2016 football season before playing their Match day 15 GN Bank Division One League fixture at the Berekum Park, in contravention of Articles 39(8)(b) and 39(8)(d) of the General Regulations of the GFA; and
- c. failing to pay a fine of GHc1,000 ordered by the GFA Disciplinary Committee on March 30, 2017.

The prayer of the Petitioner was that G Mpuasuman United FC having failed, refused or neglected to pay in full the above stated amounts before playing their Match day 15 GN Bank Division One League Zone 1 game at the Berekum Park on Wednesday, May 24, 2017, ought to forfeit the said match while W. Nea Salamina FC is declared winner of that match.

DEFENCE OF G MPUASUMAN UNITED FC

The Respondent club in its Statement of Defence stated that the protest had no merit and ought to be dismissed.

On the first issue, G Mpuasuman United FC stated that the club made payment through the GFA's bank account at Ghana Commercial Bank on September 29, 2016. According to the club, the Pay-in Slip was presented by the club to the GFA Account Office on February 17, 2017 and a receipt was issued to the club (Receipt No. 024788) for an amount of Two Thousand, Four Hundred and Fifty Ghana Cedis (GHc2,450).

On the Second issue, the club stated that the club made a first installment of Four Thousand Two Hundred Ghana Cedis (GHc4,200) on September 29, 2016 into the GFA's bank account and a receipt issued to the club on January 30, 2017 (Receipt No. 024783). According to the Respondent, the second installment of Four Thousand and Two Hundred Ghana Cedis (GHc4,200) was made on April 28, 2017 to the GFA cashier at the offices of the GFA (Receipt No. 028755).

On the third issue, the Respondent stated that the club had paid the fine of One Thousand Ghana Cedis (GHc1,000) for the misconduct of player Ishmael Addo on April 28, 2017 and had been issued a receipt numbered 028754.

The Respondent consequently, called on the Disciplinary Committee to dismiss the protest and allow the match results to stand.

REPLY TO STATEMENT OF DEFENCE BY NEASALAMINA FC

The Petitioner maintained its claims in the Protest especially, the first issue.

According to the Petitioner, G Mpuasuman United FC per its own receipt, paid an amount of Two Thousand, Four Hundred and Fifty Ghana Cedis (GHc2,450) which was less Fifty Ghana Cedis and therefore, the fine was not fully paid.

The Petitioner also asked the Committee to investigate the payments made to the bank since there was only one Pay-in Slip produced by the Respondent in respect of the two payments made.

FINDINGS AND GROUNDS OF THE DECISION

The Petitioner prayed that the Respondent should suffer forfeiture for failing to pay its fines in violation of Articles 39(8)(b) and 39(8)(d) of the General Regulations of the GFA.

The Petitioner alleged that G Mpuasuman United FC had failed to pay their officiating fees for the 2015/2016 season and other fines, even after the final warning was issued to the club by the Disciplinary Committee.

The Committee finds as follows:

1. On the first issue regarding the fine of GHc2,500, the Committee finds that G Mpuasuman United FC was fined an amount of GHc2,000 in a decision of this Committee dated Monday, August 22, 2016 in respect of the club's match against Unity FC.

The Committee also finds that G Mpuasuman United FC was ordered to pay a fine of GHc2,500 in another decision of this Committee dated Tuesday, May 24, 2016 in relation to the club's match against Berekum Arsenal FC.

According to the Respondent, the total fine of GHc4,500, was paid as follows:

- GHc200 at the Bank on July 29, 2016 (Receipt 019940 issued on July 29, 2016)
- GHc50 Cash to the GFA Cashier on July 29, 2016
- GHc4,250 at the Bank on September 29, 2016 – (Receipt 024788 issued on Feb 17, 2017)

The Committee was not convinced with the explanation as part payments were not permissible in respect of the settlement of fines. The Committee however, took due notice of the payments.

2. On the second issue, the club stated that it made a first installment of Four Thousand Two Hundred Ghana Cedis (GHc4,200) on September 29, 2016 into the GFA's bank account and presented the Pay-in Slip to the GFA for a receipt which was issued to the club on January 30, 2017 (Receipt No. 024783).

The club claims that the second installment of Four Thousand and Two Hundred Ghana Cedis (GHc4,200) was made on April 28, 2017 to the GFA cashier at the offices of the GFA (Receipt No. 028755).

The Committee however, finds from the evidence adduced by the Respondent, that only one payment was made to the GFA's Bank Account on September 29, 2016 in respect of the amount of GHc4,250 referred to in issue one above.

The Committee finds that the same Pay-in Slip was used to procure Receipt No. 024783 from the GFA for the amount of GHc4,200.

It must be stated that G Mpuasuman United FC was asked whether there was a second Pay-in Slip evidencing the second installment made, but could not produce same.

3. On the third issue, the Committee finds that G Mpuasuman United FC had actually paid in full the fine of One Thousand Ghana Cedis (GHc1,000) in cash for the misconduct of Ishmael Addo on April 28, 2017 and had been issued with Receipt No. 028754.

The position of this Committee is that the Respondent had either failed to pay its share of the officiating fee or failed to pay the fine, the deadline for both payments having long lapsed. The Committee finds the behaviour of G Mpuasuman United FC in using one Pay in Slip for two different payments and receipts most reprehensible and shall take the appropriate steps to ensure that the necessary sanctions are applied.

Indeed, the Committee states emphatically that it shall endeavour at all times to ensure that clubs that conduct themselves in such a fraudulent manner are duly punished.

It is very clear to this Committee that the Accounts Department was outwitted by G Mpuasuman United FC. It is therefore, the recommendation of this Committee, that GFA Accounts Department adheres strictly to payment by CASH and BANK DRAFT only as prescribed by the GFA General Regulations to avert such fraudulent incidents in future.

Article 39(8)(b) of the General Regulations of the GFA (as amended) states:

“Without prejudice to any provision in these Regulations to the contrary, a club shall pay all fines, costs, debts imposed on it by the GFA or the Judiciary bodies of the GFA not later than 14 days excluding Saturdays, Sundays and Public holidays after such fines or costs have been communicated to it in writing by the Association on the GFA website, the GFA notice board, GFA newspaper, GFA newsletter, National Newspaper and/or through the GFA email to the official emails of the Club”.

Article 39(8)(d) of the General Regulations of the GFA also states as follows:

“A Club that fails to pay its fines, costs and debts on or before the stipulated due date shall automatically forfeit its subsequent matches until such time the fines and/or costs are fully paid”.

It is very clear to this Committee that G Mpuasuman United FC had failed, refused or neglected to pay fully the fines under either issue 1 and/or issue 2 to merit the dismissal of this protest. A club must be allowed to cheat the system and go free.

It is therefore, our view that the Protest of Nea Salamina FC shall succeed in respect of the match between the club and G Mpuasuman United FC.

In this respect, this process being different from the forfeiture process under Article 34(1) of the General Regulations, we shall have recourse to Articles 31(1) and 31(2) of the GFA Disciplinary Code which are reproduced as follows:

31(1) “A team shall be sanctioned with forfeiture and as such deemed to have lost the match 3-0”.

31(2) “if the goal difference at the end of the match is greater than three (sic - in favour of the benefiting club), the result on the pitch is upheld”

DECISIONS

The Committee therefore, makes the following decisions:

1. *That for failing to fully pay its share of officiating fees for the 2015/2016 season (last season) and/or the fines imposed by the Disciplinary Committee to the GFA, G. Mpuasuman United FC acted in violation of Article 39(8)(b) and 39(8)(d) of the General Regulations (as amended on December 30, 2014 by the GFA Congress) and shall forfeit the match, subject matter of this protest.*
2. *That consequently, the match result is hereby annulled and shall not stand.*
3. *That having been found to have forfeited the match, G Mpuasuman United FC shall be deemed to have lost the match by three (3) goals to nil (0) to W. Nea Salamina FC, in accordance with Articles 31(1) and 31(2) of the GFA Disciplinary Code.*
4. *That should any party be dissatisfied with or aggrieved by this Decision, the party has within three (3) days of being notified of this Ruling to appeal to the Appeals Committee of the Ghana Football Association (See Article 37(11) of the General Regulations of the GFA).*



Prosper Harrison Addo, Esq.
Chairman, Disciplinary Committee (A)
Wednesday, July 12, 2017