



IN THE DISCIPLINARY COMMITTEE GHANA FOOTBALL ASSOCIATION

Protest Case: No. A -69 - 2017

CORAM

- | | | |
|--------------------------------|---|-----------|
| 1. Prosper Harrison Addo, Esq. | - | Chairman |
| 2. Osei Kwadwo Addo, Esq. | - | Member |
| 3. W.O.1 J. W. Amoo | - | Member |
| 4. Alex Kotey | - | Member |
| William Bossman | - | Secretary |

IN ATTENDANCE

- | | | |
|-----------------|---|------------------------------|
| J. K. Fosu | - | Techiman Eleven Wonders FC |
| Charles K. Ntim | - | Techiman City FC - President |
| Kofi Manu | - | Techiman City FC - CEO |
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TECHIMAN CITY FC vrs TECHIMAN ELEVEN WONDERS FC PROTEST IN RESPECT OF THEIR MATCHDAY 19 GN BANK DIVISION ONE LEAGUE MATCH PLAYED AT TECHIMAN

PROCEEDINGS

In accordance with Article 41(5) of the Statutes of the Ghana Football Association (GFA), the Division One League 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 Techiman City Football Club (hereinafter referred to as “the Petitioner”) and Techiman Eleven Wonders Football Club (hereinafter referred to as “the Respondent”) together with all the supporting attachments and the reports of the match officials.

SUMMARY OF FACTS

CASE OF TECHIMAN CITY FC

Techiman City FC (the Petitioner) on Thursday, June 29, 2017 lodged a protest against Techiman Eleven Wonders FC (the Respondent) for fielding three unqualified players in their GN Bank Division One League match played at Techiman on Sunday, June 25, 2017 in contravention of Articles 27(1)(b) and 34(1)(e) of the GFA General Regulations.

The case of the Petitioner is that Techiman Eleven Wonders FC fielded three players by name: Martin Kyeremeh (in jersey No. 26), Yusif Hussein (in jersey No. 24) and Abdul Wahab (in jersey No. 16) in the match when the three players were unqualified to play in the match. The Petitioner explained their reasons for their position as follows:

On **Martin Kyeremeh**, the Petitioner stated that the player was duly registered by Techiman City FC in the 2015/2016 season when the club was in the premier league and still has a running contract with Techiman City FC. Techiman City FC alleged that at the start of the 2016/2017 season the player did not return to camp until the team saw him playing against them in the match in question.

The Petitioner argued that the registration of the player by Techiman Eleven Wonders FC was dubious and fraudulent since Techiman City FC did not transfer the player to Techiman Eleven Wonders FC at any point in time.

The Petitioner alleged that the registration of the player by the Respondent was irregular and in breach of Article 27(1)(b) of the General Regulations and in effect the player was not qualified to be fielded in the match.

On **Yusif Hussein**, the Petitioner claimed that the player who was transferred from Techiman Young Goldfields FC to the Respondent, was not properly transferred by Techiman City FC to Techiman Young Goldfields FC. The Petitioner alleges that the owner of Young Goldfields FC, Alhaji Iddrisu being a management member of Eleven Wonders FC ought to have known that the player should have been transferred from Techiman City FC to Young Goldfields FC before by Eleven Wonders FC.

The Petitioner alleged that the registration of the player by the Respondent was irregular and in breach of Article 27(1)(b) of the General Regulations and in effect the player was ineligible to be fielded in the match.

On **Abdul Wahab**, the Petitioner claimed that the player played for Brong Ahafo United FC in the 2014/2015 football season and was transferred New Edubiase FC in the 2015/2016 season. According to the Petitioner, New Edubiase United did not properly transfer the player to Techiman Eleven Wonders FC.

The Petitioner alleged that the registration of the player by the Respondent was irregular and in breach of Article 27(1)(b) of the General Regulations and in effect the player was not qualified to be fielded in the match.

The Petitioner consequently prayed the Disciplinary Committee to invoke the sanctions under Article 34 in respect of unqualified player against the Respondent.

DEFENCE OF TECHIMAN ELEVEN WONDERS FC

The Respondent in their Statement of Defence to the protest, urged the Committee to dismiss the protest arguing that the three players was duly qualified to play in the match in accordance with the GFA General Regulations. The Petitioner explained their reasons for their position as follows:

On **Martin Kyeremeh**, the Respondent stated that the player being a free agent player, was duly registered by Techiman Eleven Wonders FC in the 2015/2016 season for a period of two years. According to the Respondent, the registration was done in accordance with Article 27(1)(h) of the GFA General Regulations. The Respondent contended that the claim by Techiman City FC that Martin Kyeremeh was registered by Techiman City FC for the 2015/2016 season was false.

On **Yusif Hussein and Abdul Wahab**, the Respondent claimed that the two players were transferred from Techiman Young Goldfields FC and New Edubiase United FC respectively in accordance with relevant provisions of Articles 26 and 27 of the GFA General Regulations in the 2016/2017 season. The Respondent stated that all these registrations were done electronically on the FIFA Connect system and the information was readily available at the IT Department of the GFA for ease of reference.

Techiman Eleven Wonders FC pointed out that a request for player registration was now done on the FIFA Connect System. The Respondent stated that only an authorised person from a club has been given the password to accept the transfer by a releasing club when the club is fully satisfied with the transfer.

According to the Respondent, both Techiman Young Goldfields FC and New Edubiase United FC respectively accepted the transfers of Yusif Hussein and Abdul Wahab on the FIFA Connect system upon requests for the services of the players by Techiman Eleven Wonders FC after all negotiations had been completed.

The Respondent finally submitted that the Petitioner failed to attach any document to their Statement of Case to support their claims therefore rendering the protest baseless and unfounded and needs not to be entertained.

The Respondent attached the Player Passport of the three players as evidence. The Respondent subsequently prayed the Disciplinary Committee to dismiss the protest and maintain the score of 2-0 in favour of the Respondent and award heavy cost against the Petitioner.

REPLY TO STATEMENT OF DEFENCE BY TECHIMAN CITY FC

The Petitioner in their Reply to the Statement of Defence stated that the club stands by its Statement of Case and further responded to the Statement of Defence as follows:

On **Martin Kyeremeh**, the Petitioner responded that the player was duly registered by Techiman City FC in the 2015/2016 season after he had been declared a free agent on March 11, 2015 by the Players' Status Committee and had signed a three year contract with Techiman City FC on January 18, 2016.

Techiman City FC quoted Article 6(5)(a) of the GFA Regulations for the Status and domestic Transfer of Players but contended that since there was no publication and verification, it was extremely difficult to challenge a registration until the player is seen playing for another club like the team saw the player playing against Techiman City in the match.

The Petitioner also argued that the club was within the two year limit to make the instant claim in accordance with Article 32(5) of the General Regulations. Techiman City FC also argued that the purported registration of the player by Techiman Eleven Wonders FC as a free agent on June 3, 2016 was fraudulent and makes the player unqualified to play in the match.

The Petitioner also stated that the player was declared a Free Agent on March 11, 2015 from Unity FC and could not therefore have been a player of Unity FC until June 3, 2016 as indicated on the player passport submitted by Techiman Eleven Wonders FC. *(The Petitioner attached the Declaration of Status letter of the player and also the Contract between the player and Techiman City FC).*

On **Yusif Hussein and Abdul Wahab**, the Petitioner claimed that the players were not registered in accordance with Article 27 of the GFA general Regulations and that even if a request was accepted online, the requirements therein stated must be fulfilled.

On **Yusif Hussein** the Petitioner claimed that the player's transfer from Techiman Young Goldfields FC was not signed by authorised officials (not forged signatures) and that Article 60 of the General Regulations deals with forgery of documents.

Petitioner also stated that no transfer agreement was executed between Techiman City FC and Young Goldfields FC making the purported registration of by Young Goldfields FC irregular and the subsequent transfer to Techiman Eleven Wonders FC invalid.

On **Abdul Wahab**, the Petitioner alleged that the registration of the player by the Respondent was irregular and in breach of Article 27(1) of the General Regulations.

The Petitioner finally quoted Article 27(6) of the General Regulations that "Responsibility for the truthfulness of information on player's licence lies on the clubs and not the GFA".

HEARING OF PARTIES

At the first meeting of the Disciplinary Committee on this matter, the Committee in accordance with Article 37(4) of the GFA General Regulations deemed it fit for the parties in this matter to be given a hearing. The Committee therefore invited both parties to its **second meeting** on this matter on July 24, 2017.

At the hearing, the Petitioner repeated all statements on their notice of protest and the put in evidence the original letter from the GFA on the Free Agent Status of the **Martin Kyeremeh** and stated that the Respondent skipped the Petitioner and registered the player from Unity FC violation of the regulations.

The Petitioner mentioned Articles 4, 12 and 13 of the GFA Regulations for the Status and Domestic Transfer of Players. Techiman City insisted that the player signed a three year contract with the club signed on January 18, 2016 and contended that parties to a contract must respect their contracts.

On **Yusif Hussein and Abdul Wahab**, the Petitioner repeated what the club stated on its statement of case and reply. The Petitioner argued that an acceptance of a document by the IT Department does not validate a fake or fraudulent document adding that the release letter from New Edubiase United FC to Techiman Eleven Wonders FC was not signed by an authorised official of the club.

In the oral defence, the Respondent stated that the evidence provided by the Petitioner does not make the players unqualified.

On **Martin Kyeremeh**, the Respondent insisted that Techiman City FC did not register the player as showed by the player passport. In response to the assertion by Petitioner that the Respondent could not have registered the player from Unity FC, the Respondent stated that the registration of the player was done with a Free Agent letter of the player.

The Respondent explained that the player informed the Respondent that the President of Techiman City FC had lost his free agent letter from the GFA in the rain so he reported at the police station of his missing floating letter.

According to the Respondent the player brought the police report to the GFA and paid the fee (GFA Receipt No. 019162 dated May 31, 2016 was put in evidence) for a copy of the floating status letter (a copy of the letter was also put into evidence). The Respondent insisted that the registration of the player was done with the Floating Letter and not as a transferred player from Unity FC.

On **Yusif Hussein**, the Respondent stated that the system indicated Young Goldfield FC as the last club of the player and Techiman Eleven Wonders FC went to the club. The Respondent stated that the club followed all the requirements stipulated in the regulations. The Respondent stated that same was done in the transfer of **Abdul Wahab** from New Edubiase United FC.

According to the Respondent, the players qualified to play for the club in all matches and that the match results should be allowed to stand. The Respondent contended that clubs are not obliged to accept transfer requests.

The Respondent further stated that Techiman Eleven Wonders FC got the Card A of the two players from their former clubs and also the clubs accepted the Requests for Transfer from Techiman Eleven Wonders on the FIFA Connect system.

Both parties urged the Disciplinary Committee to rely on the records in the FIFA Connect system to adjudicate the matter in accordance with the Court of Administration for Sports decision concerning Tema Youth FC and Dreams FC on the reliance on the information in the transfer system at the Association.

FINDINGS AND GROUNDS OF THE DECISION

The Petitioner stated that the Respondent should suffer forfeiture under Articles 27(1)(b) and 34(1)(e) of the General Regulations of the GFA. The said Article 34(1)(e) of the General Regulations reads as follows:

“A team commits an offence punishable by forfeiture of a match where it fields an unqualified player(s)”

Also per Article 29(2)(a) of the General Regulations of the GFA, an unqualified player shall not play in a match. Article 29(2)(a) of the GFA General Regulations reads:

“An unqualified player shall not take part in any competition organised by the Association”.

It is the case of the Petitioner that Techiman Eleven Wonders FC fielded three unqualified players by name: Martin Kyeremeh (in jersey No. 26), Yusif Hussein (in jersey No. 24) and Abdul Wahab (in jersey No. 16) in the said match against Techiman City FC.

Article 29(2)(b) of the GFA General Regulations reads:

“For the avoidance of doubt, a player shall not be deemed to have been fielded in a match unless he actually played in the match”.

In the instant matter, both parties were in agreement that all three players were fielded in the match.

Finding On Registration On Abdul Wahab

Now on the issue of the registration of the players in the FIFA Connect system, the Committee finds on Abdul Wahab (in jersey No. 16) as follows:

- (a) That the player, Abdul Wahab was registered player of New Edubiase United FC as a professional player from Brong Ahafo United FC from **February 3, 2016 to October 31, 2016**.
- (b) That the player, Abdul Wahab was then transferred to Techiman Eleven Wonder FC from New Edubiase United FC (with a release letter signed by Kinsley Dartey with the CEO on copy, and a players contract).
- (c) That player, Abdul Wahab was registered by Techiman Eleven Wonders FC, as a professional player, from **February 18, 2017 to (yet to expire)**.

It must be stated that a request for a release of a player is now done on the FIFA Connect system electronically by the authorised person of releasing club with the club's password accepting the transfer. It must be stated that the authorised person must not accept the transfer on the FIFA Connect system until the club was fully satisfied with the transfer of the player. For this purpose, Article 26(2)(a) of the GFA General Regulations reads:

“Each club shall be given an online account by the IT Department of the GFA for online registration for each player and official for the Premier, Division One, Division Two, Division Three, Women and Juvenile League Clubs”.

In the instant case, New Edubiase United FC accepted the transfer of the player on the FIFA Connect system upon the request for the services of the player by Techiman Eleven Wonders FC. This Committee for all intent and purposes shall take it that all negotiations were completed prompting the release of the player to Techiman Eleven Wonders FC.

It is not for Techiman City FC to allege that the signatory on the Release Letter from New Edubiase United FC was not authorised to sign the letter without proof.

Consequently, the registration of player Abdul Wahab (in jersey No. 16) was proper and the player was qualified to play in the match. Thus, on Abdul Wahab the protest fails.

Finding On Registration On Yusif Hussein

Now on the issue of the registration of the players in the FIFA Connect system, the Committee finds on Yusif Hussein (in jersey No. 24) as follows:

- a. That the player, Yusif Hussein was registered by Techiman City FC as a professional player from Universal Stars FC from **October 6, 2013 to May 12, 2017**.
- b. That the player, Yusif Hussein was then transferred to Techiman Young Goldfields FC, a lower division side, by Techiman City FC and registered as an amateur on **May 12, 2017**.
- c. That **May 23, 2017** the player, Yusif Hussein was then transferred to Techiman Eleven Wonders FC by Techiman Young Goldfields FC.
- d. That player, Yusif Hussein was registered by Techiman Eleven Wonders FC, as a professional player, from **May 23, 2017 to (yet to expire)**.

It must be stated that a request for a release of a player is now done on the FIFA Connect system electronically by the authorised person of releasing club with the club's password accepting the transfer. It must be stated that the authorised person must not accept the transfer on the FIFA Connect system until the club was fully satisfied with the transfer of the player. Article 26(2)(a) of the GFA General Regulations quoted supra refers.

In the instant case, Techiman City FC accepted the transfer of the player on the FIFA Connect system upon the request for the services of the player by Techiman Young Goldfields FC. This Committee for all intent and purposes shall take it that all negotiations were completed prompting the release of the player to Techiman Young Goldfields FC.

This Committee has no evidence of value to prove that the transfer of the player from Techiman City FC to Techiman Young Goldfields FC was flawed. The Release Letter from Techiman City FC to Techiman Young Goldfields FC was signed by the Administrative Manager of the club, Mark Mainoo. Techiman City FC accepted of the Request for Transfer from Techiman Young Goldfields FC on the FIFA Connect system. This Committee does not feel inclined to punish an innocent third party purchaser (Techiman Eleven Wonders FC) for value in the circumstances.

Consequently, the registration of player Yusif Hussein was proper and the player was qualified to play in the said match. Thus, on Abdul Wahab the protest fails.

Article 28(1)(c) of the General Regulations invites each club (now with access to the FIFA Connect) to challenge any suspected registration. Article said reads as follows

"All clubs have five (5) days after the close of registration to challenge the registration of a player suspected to have been registered illegally, where illegal registration means a player who has a running contract with a club and has registered for another club without the knowledge of the mother club. A complaint about any player concerning a change in identity or data may be challenged at any time by any club by sending the complaint and evidence to the GFA Prosecutor for investigation and prosecution before the GFA Disciplinary Committee".

As at today, Techiman City FC has not challenged the registration of the player in question. It is never too late to trigger that process if and when require.

Finding On Registration On Martin Kyeremeh

Now on the issue of the registration of the players in the FIFA Connect system, the Committee finds on Martin Kyeremeh (in jersey No. 26), as follows:

- a. That the player, Martin Kyeremeh was a registered player of Unity FC, as a professional player, from **March 29, 2012**.
- b. That on **March 11, 2015**, Martin Kyeremeh's application to be declared as a floating player was granted by the GFA Players' Status Committee by a Declaration of Status Letter dated March 11, 2015 with reference number GFA/SC/PSC/VOL.026 (C097). This Letter was given to Martin Kyeremeh by the GFA.
- c. That the player, Martin Kyeremeh then on January 18, 2016 signed a Contract with Techiman City FC for a period of Three (3) Years and submitted his Declaration of Status Letter (Floating Status Letter).
- d. That Techiman City FC then loaded the Contract, the Floating Letter and Medical Certificate of the player Martin Kyeremeh into the FIFA Connect system but did not complete the registration because a query was raised by the GFA which the club failed to respond to the query.
- e. That on **June 3, 2016** player, Martin Kyeremeh was registered by Techiman Eleven Wonders FC as a professional player, from Unity FC with a Transfer Agreement between Unity FC and Techiman Eleven Wonders FC (Boakye Prince, CEO signed for Unity FC and Nana Ameyaw Manu, CEO signed for Berlin FC now Techiman Eleven Wonders FC) from **June 3, 2016 to (yet to expire)**.

Following from the findings of this Committee, it is very clear to this Committee that on March 11, 2015 the Player Martin Kyeremeh became from Unity FC. Unity FC therefore did not held the transfer rights of the player. The Players' Status Committee in the grant of the floating status actually stated to Martin Kyeremeh that with the Floating Letter **"you are therefore free to join any club of your choice per Article 32 of the GFA Regulations"** with Unity FC on copy.

It is also clear to this Committee that the Player Martin Kyeremeh signed a three year contract with Techiman City FC on January 18, 2016 after his receipt of the Floating Status letter from the GFA.

This means that Techiman City FC therefore now owns the economic and transfer rights of the player Martin Kyeremeh. It must be noted that the failure to successfully register the player does not terminate the economic rights of Techiman City FC.

Both situations clearly means that Unity FC does not have the legal rights to transfer the player to Techiman Eleven Wonders FC without reference to Techiman City FC, the rightful owners of the rights of the player.

This Committee also notes that the player obtained a second copy of the Floating Letter from the GFA and same was handed to Techiman Eleven Wonders FC, which the club put into evidence as the document used to register the player.

Article 27(1)(h) of the GFA General Regulations stipulates the requirements for registering a player with a Free Agent Status. Article 27(1)(h) of the GFA General Regulations states as follows:

Free Agent Players

- (i) Letter from the GFA Players Status Committee indicating that the said player is a free agent.***
- (ii) A contract between the player and the club duly signed by both parties (where applicable)***
- (iii) Online registration completed by the parties and submitted.***
- (iv) Medical Certificate.***
- (v) Proof of last contract end date signed by the former club of the player with the name and title and designation of the official and/or a Free Agent letter from the Players' Status Committee.***

The Committee finds as disingenuous the evidence given by Techiman Eleven Wonders FC that the registration was done with the Floating Letter because the FIFA Connect system clearly does not have that document but rather the Agreement between Unity FC and Techiman Eleven Wonders FC. Techiman Eleven Wonders FC clearly violated Article 27(1)(h) of the GFA General Regulations.

This Committee holds that due to the prior agreement between the player, Martin Kyeremeh and Techiman City FC, registering the player with even the Floating Letter at that point would still be flawed, null and void.

It is also the position of this Committee that since Techiman Eleven Wonders FC were in possession of the Floating Letter of the player, the club cannot benefit from the provisions of Article 29(2)(c) of the General Regulations.

The said regulations states as follows:

“Without prejudice to the generality of the foregoing provision of this Article, the Association shall in all cases locate and punish the guilty party/parties. In the event of the player being the sole guilty party, the results of the match which he played shall stand”.

In light of the foregoing, the Committee holds that the purported registration of Martin Kyeremeh by Techiman Eleven Wonders FC was deceitful, irregular and in violation of the provisions of the GFA General Regulations and therefore null and void.

Consequently, this Committee declares the player, Martin Kyeremeh as an unqualified player to play in any official GFA match including but not limited to GN Bank Division One League match against Techiman City FC in accordance with Articles 27(1)(h), 29(1)(a) and 29(2)(a) of the General Regulations. The protest of Techiman City FC shall therefore succeed in relation to player Martin Kyeremeh.

DECISIONS

The Committee therefore makes the following decisions:

- 1. That on **March 11, 2015**, the player Martin Kyeremeh seized to be a player of Unity FC immediately the player was declared as a Floating Player by the Players’ Status Committee of the GFA and that from that day any purported transfer of Martin Kyeremeh by Unity FC to any club was null and void.***
- 2. That on **January 18, 2016** the player, Martin Kyeremeh as a Free Agent (Floating Player) signed a contract with Techiman City FC for a period of Three (3) years given the club his economic and transfer rights and that from that day any purported transfer of Martin Kyeremeh by Unity FC to any club was null and void.***
- 3. That for the reasons in Decision 1 and Decision 2 above the purported transfer on **June 3, 2016** of the player, Martin Kyeremeh to Techiman Eleven Wonders FC from Unity FC with the Transfer Agreement between Unity FC and Techiman Eleven Wonders FC signed by Boakye Prince, CEO for Unity FC and Nana Ameyaw Manu, CEO for Berlin FC (now Techiman Eleven Wonders FC) was null and void and of no effect.***
- 4. That consequently the player Martin Kyeremeh is hereby declared as an unqualified player and Techiman Eleven Wonders is hereby ordered to return to registration card A (player’s licence) to the Ghana Football Association with immediate effect.***
- 5. That for fielding an unqualified player, Martin Kyeremeh (in jersey No. 26) in the Matchday 19 by Techiman Eleven Wonders FC, Techiman Eleven Wonders FC shall forfeit the match in accordance with Article 34(1)(e) of the GFA General Regulations of the GFA.***

6. *That having been found to have forfeited the match, Techiman Eleven Wonders FC shall be considered as having lost the match in accordance with Article 34(2) and accordingly, three (3) points and three (3) goals are hereby awarded in favour of Techiman City FC in accordance with Articles 34(2) and 34(10) of the General Regulations of the GFA.*
7. *That in addition, being the offending club, Techiman Eleven Wonders 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 Techiman City FC pursuant to Article 34(5)(a) of the General Regulations of the GFA.*
8. *That in addition, being the offending club, Techiman Eleven Wonders FC shall lose three (3) points from the club's accumulated points from their previous matches pursuant to Article 34(5)(a) of the General Regulations of the GFA.*
9. *That the amounts of money mentioned in Decision 7 above, shall be paid to the GFA within fourteen (14) days upon receipt of this Ruling, failing which Techiman Eleven Wonders FC shall forfeit their subsequent matches after the said deadline in accordance with Articles 39(8)(b) and 39(8)(d) of the First Amendment to the GFA General Regulations.*
10. *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, August 9, 2017