



# GHANA FOOTBALL ASSOCIATION

P.O. Box AN 19338 Accra North - Ghana. Tel: +233-0549791968

Fax: +233-30-2666697 / 2668590 E-mail: info@ghanafa.org. Website: www.ghanafa.org

Our Ref: GFA/SC/PSC/VOL. 026

1<sup>st</sup> December, 2023

[G419]

## DECISION OF THE PLAYERS' STATUS COMMITTEE ON THE PETITION BY STEPHEN ABUGRI AGAINST BRONG AHAFO UNITED FC ON BREACH OF CONTRACT

### PETITIONER'S GRIEVANCES

- Stephen Abugri, (Petitioner/Coach) wrote to the Players Status Committee (PSC/Committee) on the 21<sup>st</sup> of August 2023 complaining of a breach of his contract by his employers, B A United FC (Respondent/club). According to the Petitioner, per the contract signed, he was to receive a monthly salary of GHS1,500.00 (One Thousand Five Hundred Ghana Cedis), but was given GHS2,000.00 (Two Thousand Ghana Cedis) on assumption of duty. He claimed he was also entitled to winning bonuses as well as furnished accommodation. Copy of contract was attached.
- Petitioner said he received a letter from the Chief Executive Officer (CEO) of the club on 13<sup>th</sup> March 2023 asking him to step aside from his role as Head Coach for alleged nonperformance even though the club was in arrears of his salary by three months (January-March 2023).
- According to Petitioner, the club went further to appoint Mr Enos Adepa as Head Coach and same sat on the bench as Head Coach for the club for games beginning from match week Twenty-six (26) to week Thirty (30). Respondent never called him back to resume duty, neither was his contract terminated.
- Petitioner therefore feels that, by appointing another substantive Head Coach without terminating his existing contract, the Respondent had constructively terminated his contract without just cause.
- On 1<sup>st</sup> April 2023, Petitioner sent a Demand Notice to Respondent asking for all his entitlements for the breach of his contract.
- Petitioner is therefore seeking the following reliefs from Respondent:

1. A declaration that, the letter asking him to step aside from his role for an indefinite period was illegal.
2. That Respondent constructively terminated his contract by appointing Mr Enos Adepa as Head Coach.
3. That, the termination of his contract was without just cause.
4. That failure and/or refusal to pay his salary from January 2023 to date is unlawful and constitutes a breach of his contract.
5. An order for Respondent to pay salary arrears of GHS6000 (Six Thousand Ghana Cedis) representing January to March 2023 salaries.
6. An order for Respondent to pay GHS10,000 (Ten Thousand Ghana Cedis) as damages for unfair termination.
7. An order for Respondent to pay the sum of GHS4000 (Four Thousand Ghana Cedis) being loss of income for the period he was asked to step aside as Head Coach.
8. An order for Respondent to pay GHS1575 (One Thousand Five Hundred and Seventy-five Ghana Cedis) being amount of money he spent on the club (reference to memo dated 01/04/2023, and a further GHS300 (Three Hundred Ghana Cedis) for transportation from Sunyani to Bawku

#### **INVESTIGATIONS AND OBSERVATIONS**

- The Committee sent the petition to Respondent giving a deadline of 12<sup>th</sup> October for a response to the petition, but received none.
- Respondent was given an extra week for a response and yet again received none.
- The Committee decided to call the two parties for a personal hearing on the 2<sup>nd</sup> of November. Respondent sent a late notice to Committee requesting an adjournment. The Petitioner was present because it was too late to notify him about Respondent's request for an adjournment.
- At the next fixed date for a hearing on the 9<sup>th</sup> of November, Petitioner was present, but Respondent was represented by Counsel. Counsel indicated he was informed by his client (Respondent) about the case at short notice. He therefore pleaded for a week adjournment to prepare. At this juncture, the Committee informed Counsel that, his client had been so unfair to the Petitioner who had to come from Bawku for this case weekly. The Committee informed Counsel that, irrespective of the final decision of the Committee, Respondent will be made to refund all expenses incurred by Petitioner for his weekly trips. Case was adjourned to the 16<sup>th</sup> of November 2023.

- On the 16<sup>th</sup> of November, Petitioner was present, but Respondent once again was absent, so the Committee decided to take a decision based on the available documents before her.
- The Committee first of all decided to examine if the the contract under review was performance-related, but upon scrutiny, there was no clause in the contract to suggest so.
- The Committee observed from the contract that, Petitioner was to receive a one-off Signing-on fee of GHS2,000.00 (Two Thousand Ghana Cedis), and a salary of GHS1,500.00 (One Thousand Five Hundred Ghana Cedis) per month. Petitioner was also entitled to a Home winning bonus of GHS100.00 and GHS200.00 for Away wins.

### DECISION

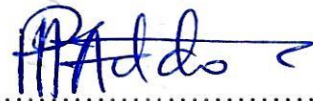
- In view of the persistent absence of the Respondent, the Committee is compelled to give a Default judgement with the evidence before her.
- The Committee notes that, the contract under review was not tied to the performance of the Respondent. It was therefore wrong for the Respondent to use non-performance as the reason for asking Petitioner to step aside.
- Respondent effectively breached the contract the moment they engaged Mr Enos Adepa as Head Coach and he took over that duty without terminating Petitioner's contract. It is therefore immaterial to try and explain what Respondent meant by "step aside". There was a breach as soon as the new Head Coach was employed and assumed duty.
- The Committee also notes that, the GHS2,000.00 (Two Thousand Ghana Cedis) that was paid to Petitioner when he assumed duty, must have been his Signing-on fee as in the contract, and not an increase or review of salary as thought by Petitioner.
- ❖ The step aside decision was irregular.
- ❖ Contract was effectively breached without just cause by Respondent when Mr. Enos Adepa was brought in as Head Coach.
- ❖ Non-payment of salaries for three months also constitutes a breach.
- ❖ B.A. United shall pay Stephen Abugri GHS4,500.00 (Four Thousand Five Hundred Ghana Cedis representing salary from January to March 2023(1500 x 3 months).
- ❖ B.A. United shall also pay Stephen Abugri GHS9,500.00 (Nine Thousand Five Hundred Ghana Cedis) as penalty for breach representing the residual value of the contract.

JA

- ❖ Additionally, as previously indicated by the Committee, B.A. United shall refund GHS2,070.00 (Two Thousand and Seventy Ghana Cedis) to Stephen Abugri. A break- down of this is: Bawku-Accra-Bawku...GHS590 x 3Trips = GHS1,770.00; Hotel accommodation GHS100.00 x 3Nights = GHS300.00.
- ❖ B.A. United shall pay GHS200.00 (Two Hundred Ghana Cedis) to Stephen Abugri, representing the two Home matches won against Unity FC and Berekum Arsenal.
- ❖ Petitioner's claim for GHS4,000.00 is declined because this has been taken care of in item for residual value of contract. Claim for light bulbs, transport to training and utility bills are similarly declined as there was no provision for these in the contract.
- ❖ B.A. United shall therefore pay Stephen Abugri, a TOTAL SUM of GHS 16,270.00 (Sixteen Thousand, Two Hundred and Seventy Ghana Cedis) within 14 days upon receipt or publication of this decision. B.A. United shall be referred to the Disciplinary Committee, pursuant to Article 15 of the GFA Disciplinary Code if they fail to respect this decision.



.....  
IS-HAK AL-HASSAN  
CHAIRMAN [PSC]



.....  
PROSPER HARRISON ADDO, ESQ.  
[GENERAL SECRETARY]

**IN ATTENDANCE**

- |                     |   |           |
|---------------------|---|-----------|
| 1. Is-Hak Al-Hassan | ~ | Chairman  |
| 2. Sylvester Mensah | ~ | Member    |
| 3. Vivian Aggor     | ~ | Member    |
| 4. Kwame Ayew       | ~ | Member    |
| 5. Samira Ghartey   | ~ | Secretary |

**DISTRIBUTION**

- |                    |   |            |
|--------------------|---|------------|
| 1. Stephen Abugri  | ~ | Petitioner |
| 2. B. A. United FC | ~ | Respondent |