

TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2024/A/10502 Francis Adjetei v. Accra Hearts of Oak Sporting Club Limited & Ghana Football Association

ARBITRAL AWARD

rendered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Víctor Bonnin Reynés, Attorney-at-Law, Madrid, Spain

in the arbitration between

Francis Adjetei, Hoofddorp, The Netherlands

Represented by Mr. Roy Vermeer, and Yussif Alhassan Chibisah, Attorneys-at-Law,
Hoofddorp, The Netherlands

Appellant

and

Accra Hearts of Oak Sporting Club Limited, Accra, Ghana

Represented by Mr. André Duarte Costa, and Ms. Margarida García de Oliveira, Attorneys-at-Law, Lisbon, Portugal

First Respondent

&

Ghana Football Association (GFA), Accra North, Ghana

Second Respondent

I. THE PARTIES

1. Mr Francis Adjetei (the “Appellant” or the “Player”) is a professional football player of Ghanaian nationality. The Appellant was under contract with Accra Hearts of Oak Sporting Club Limited, a club affiliated with the Ghana Football Association, until he terminated the employment relationship.
2. Accra Hearts of Oak Sporting Club Limited (the “First Respondent” or the “Club”) is a professional football club based in Accra, Ghana. The Club participates in the Ghana Premier League and is affiliated with the Ghana Football Association.
3. Ghana Football Association (the “Second Respondent” or the “GFA”) is the national governing body for football in Ghana. The GFA oversees the organization and regulation of football competitions in Ghana, including the registration of players and the resolution of disputes between clubs and players.
4. The Club and the GFA shall be jointly referred to as the “Respondents”.
5. The Appellant and the Respondents shall jointly be referred to as the “Parties”.

II. FACTUAL BACKGROUND

6. Below is a summary of the main relevant facts, as established based on the Parties’ written submissions and the evidence examined in the course of the present arbitration proceedings. Although the Sole Arbitrator has considered all the facts, allegations and evidence submitted by the Parties in these proceedings, he refers in this Award only to those allegations and evidence that he considers necessary in order to explain his reasoning. Additional factual considerations may be referred to, where relevant, in the legal grounds of this Award.

A. The contractual relation between the Player and the Club

7. On 2 February 2023, the Appellant and the First Respondent entered into an employment contract entitled “Professional Player Contract” (the “Contract”), under which the Appellant was engaged as a football player for the Club for a term of four years and 6 months, beginning on 2 February 2023 and ending on 1 August 2027.
8. Pursuant to the Contract, the Appellant was entitled to a monthly salary of GHC 2,000, which would increase to GHC 2,400 as from 1 August 2024. Additionally, the Contract provided for benefits such as match-winning bonuses, coverage of medical expenses, and accommodation, as specified in Appendix A of the Contract.
9. The Contract contains, *inter alia*, the following relevant terms:

“PROFESSIONAL PLAYER CONTRACT

[...]

5. Obligations of the Club

The Club shall operate a professional football team in Ghana under the statutes, rules and regulations of FIFA, CAF, the GFA and any competent body elected to govern/manage the competition on behalf of the participating clubs.

As it relates to the Player, the Club shall:

- a. Supply training apparel, uniforms, equipment and boots sufficient to outfit the Player in a professional manner.*
- b. Provide accommodation in location of the Club's choosing to the Player when requested during the term of this Agreement.*
- c. Supply medical treatment at the cost of the Club during the term of this Agreement.*
- d. Provide reasonable transportation, lodging and meals to the Player while the Club is playing away from its home base (i.e. "camping").*
- e. Upon the execution of this Agreement, the Club shall effect the registration of the Player as a member with the Football Association and the FA Premier League Board as appropriate in accordance with their Rules and Regulations.*

[...]

8. Termination By Player

The Player may Terminate this Agreement in the event of a material breach of the duties and obligations of the Club that remains uncured for more than 60 days after the Player has provided detailed written notice of said breach to the Club. Player must also report said breach to the Player Status Committee of the GFA in the event of a disagreement over the claim.

[...]

10. Dispute Resolution

The parties agree that any and all disputes that cannot be amicably resolved between the parties themselves (the first course of action) shall be brought before The Player Status Committee of the Ghana Football Association who shall rule on the matter. Should either party be dissatisfied with the findings of the Player Status Committee decision, shall result to GFA's appeal mechanism."

- 10. On 31 August 2023, the Player sent a legal notice to the Club alleging breaches of the Contract and requesting, *inter alia*, (i) to be registered as a professional football player by the Club and (ii) to be provided with accommodation.
- 11. On 5 September 2023, the Player sent a second notice to the Club, reiterating the alleged breaches of the Contract and requesting their immediate remedy. The Appellant warned that failing to do so would result in the termination of the Contract with just cause.
- 12. On 14 September 2023, the Player issued a legal notice terminating the Contract with just cause, citing the Club's failure to remedy the alleged breaches.

B. Proceedings before the GFA

13. On 8 October 2023, the Professional Footballers Association of Ghana (the “PFAG”), acting on behalf of the Player, lodged a claim before the Players’ Status Committee of the GFA (the “PSC”), alleging breaches of the Contract by the Club. The Player sought relief for multiple breaches, including the failure to register him as a professional player and his exclusion from team activities and accommodation.
14. The Club submitted its position to the PSC, acknowledging the existence of the Contract but maintaining that the Player had been registered as an amateur due to administrative issues.
15. On 1 December 2023, the PSC issued its decision, dismissing the Player’s claim on the grounds that the Contract had not been deposited with the GFA as required under Article 29 of the GFA Premier League Regulations (the “GFA PLR”). Consequently, the PSC concluded that it lacked jurisdiction to adjudicate the substance of the Player’s claim (the “PSC Decision”).
16. On 11 December 2023, the PFAG filed an appeal on behalf of the Player before the GFA Appeals Committee, challenging the PSC Decision. The appeal contested the reliance on Article 29, arguing that the Club’s failure to register the Contract should not preclude the Player from accessing justice within the GFA system.
17. On 15 December 2023, the First Respondent replied to the appeal, asserting that the GFA lacked jurisdiction to hear the dispute under Article 29 of the GFA PLR. The Club further claimed that it had initially intended to register the Appellant as a professional and, therefore, signed a contract with him. However, his professional registration failed because he was not listed in the FIFA local registration system (the “DTMS”). As a result, the Club registered the Player as an amateur, as no other option was available.
18. On 26 February 2024, the GFA Appeals Committee issued its decision, upholding the PSC’s findings. The Appeals Committee confirmed its lack of jurisdiction to hear the substance of the dispute due to the non-registration of the Contract with the GFA (the “Appealed Decision”).
19. On 26 March 2024, the Appealed Decision was notified to the Parties.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

20. On 15 April 2024, the Appellant filed his Statement of Appeal against the Respondents with respect to the Appealed Decision with the Court of Arbitration for Sport (the “CAS”), pursuant to Articles R47 and R48 of the CAS Code of Sports-related Arbitration (2023 edition) (the “Code”). In his Statement of Appeal, the Appellant requested that the matter be submitted to a Sole Arbitrator and sought legal aid from the CAS Football Legal Aid Fund.
21. On 19 April 2024, the CAS granted the Appellant a 10-day extension to file his Appeal Brief.

22. On 30 April 2024, the Appellant filed his Appeal Brief in accordance with Article R51 of the Code, setting out the facts, legal arguments, and evidence in support of his appeal.
23. On 7 May 2024, the Appellant was granted legal aid from the Football Legal Aid Fund.
24. On 27 May 2024, the CAS granted the First Respondent an extension to file its Answer by 20 days.
25. On 18 June 2024, the CAS granted the First Respondent an extension to file its Answer on or before 24 June 2024.
26. On 24 June 2024, the First Respondent filed its Answer pursuant to Article R55 of the Code. The Second Respondent did not file an Answer within the prescribed deadline.
27. On 1 July 2024, the Appellant informed the CAS Court Office that a hearing was not necessary and requested that the case be resolved based solely on the Parties' written submissions.
28. On 2 July 2024, the First Respondent informed the CAS Court Office of its preference for a hearing, citing the complexity of the issues and the presentation of witness evidence as grounds for holding an oral hearing.
29. On 11 July, the CAS Court Office notified, on behalf of the Deputy President of the CAS Appeals Arbitration Division and further to Article R54 of the Code, that the Arbitral Tribunal appointed to decide this case was constituted as follows:

Sole Arbitrator: Mr. Víctor Bonnin Reynés, Attorney-at-Law in Madrid, Spain
30. In view of the First Respondent's request, the Sole Arbitrator decided, in accordance with Article R57 of the Code, that a hearing would be held in this matter.
31. On 16 July 2024, the CAS Court Office informed that the Sole Arbitrator had decided to hold a hearing.
32. On 30 July 2024, the CAS Court Office informed that the hearing would take place on 29 October 2024.
33. On 31 July 2024, the CAS Court Office issued an Order of Procedure to the Parties. The Appellant and the First Respondent duly signed and returned the Order, while the Second Respondent did not participate in the arbitration proceedings and failed to return a signed copy.
34. On 2 October 2024, the CAS Court Office sent the Parties the final hearing schedule for this matter, following consultations with the Parties. The Appellant and the First Respondent agreed to the hearing schedule, whereas the Second Respondent did not provide any position in this regard.

35. On 25 October 2024, the CAS Court Office acknowledged receipt of a letter from the First Respondent waiving its right to a hearing and requesting that the case be adjudicated based on the filed written submissions. The Sole Arbitrator subsequently decided to proceed with the adjudication based on the written submissions without holding a hearing.
36. During the course of the proceedings, neither Party raised any objections regarding the conduct of the arbitration or alleged any violations of due process. The Sole Arbitrator is therefore satisfied that the Parties were afforded a full opportunity to present their case and that their right to be treated equally was respected.

IV. SUMMARY OF THE PARTIES' POSITIONS

37. This section of the Award does not contain an exhaustive list of the Parties' contentions, its aim being to provide a summary of the Parties' main arguments.

A. The Appellant

38. The Appellant's main submissions and arguments may be briefly summarized as follows.
39. The Appellant contends that the GFA decision-making bodies erred in refusing to consider the merits of his claim due to the non-registration of his professional contract with the GFA. The Appellant argues that the GFA had jurisdiction to hear the case on the following grounds:
- a) Article 28 of the GFA Regulations for the Status and Domestic Transfer of Players ("GFA RSTP") grants jurisdiction to the PSC to hear employment-related disputes between players and clubs, irrespective of whether the Contract was registered.
 - b) Clause 10 of the Contract stipulates that any dispute between the Club and the Player must be brought before the PSC.
 - c) The GFA PRL do not explicitly prevent the PSC or the PSC Appeals Committee from hearing disputes involving unregistered contracts.
 - d) The GFA RSTP, which governs employment disputes, prevails over the GFA PLR and does not impose a requirement for contract registration as a condition for jurisdiction.
 - e) Clause 5.e of the Contract obligated the Club to register the Player, and the Club's failure to fulfil this obligation cannot be used to deny jurisdiction.
 - f) By refusing to consider the Appellant's claim, the GFA decision-making bodies unfairly left the Appellant without recourse, solely due to the Club's failure to register the contract.

- g) The PSC should have considered the Player's actual status, irrespective of the designation used by the Club. Pursuant to Article 2 of the GFA RSTP, the Player qualified as a professional player, not an amateur, as he had a written contract and received remuneration exceeding his football-related expenses.
40. The Appellant alleges that the Club committed multiple breaches of contract, which justified the termination of his employment contract for just cause. In particular:
- a) The Club failed to fulfil its contractual obligation to register the Player as a professional, thereby preventing him from participating in official matches. According to the Appellant, this breach violated the Player's fundamental rights as a footballer.
 - b) The Club excluded the Player from team training sessions and other activities, undermining his professional standing and subjecting him to discriminatory and humiliating treatment, violating the Player's fundamental rights.
 - c) The Club evicted the Player from his contractually guaranteed housing, leaving him without a place to live and forcing him to travel long distances at his own expense.
 - d) Despite receiving multiple notices from the Player urging the Club to remedy these breaches, the Club failed to respond or take corrective action, demonstrating bad faith.
 - e) As a result of the Club's demonstrated lack of interest in the Player, evidenced by the aforementioned breaches, the Player lost confidence in the Club's ability to fulfil its contractual obligations.
41. The Appellant also asserts that the Sole Arbitrator should rule on the substance of the dispute and not remit the matter to the GFA, based on the following grounds:
- a) The undue burden and delays that would arise from restarting the proceedings domestically.
 - b) The Appellant's precarious financial situation and lack of access to an independent and impartial decision-making body at the national level.
42. The Appellant requests the CAS to set aside the decision of the GFA Appeals Committee and to award compensation for the breach of contract based on the residual value of the Contract. The Appellant quantifies his damages as follows:
- a) GHC 106,477.42 as compensation for the remaining term of the Contract.
 - b) Interest at 5% per annum from 15 September 2023 until the date of payment.
43. In the light of the above, the Appellant submitted to the CAS the following requests for relief:

"The Player is respectfully requesting the Court of Arbitration for Sport:

- *To set aside the decision of the GFA Appeals Committee.*
- *To rule that the Player had a just cause to terminate the contract.*
- *To order the Club to pay the Player the amount of GHC 106,477.42 plus 5% interest p.a. as from 15 September 2023 as compensation for breach of contract.*
- *Subsidiarily, to rule that the GFA had jurisdiction to rule on the dispute between the Player and the Club and to refer the matter back to the GFA Appeals Committee to pass a decision on the merits of the claim of the Player.*
- *To condemn the Respondents to pay the entire CAS administration costs and the arbitration fees and to reimburse the Player of any and all expenses he incurred in connection with this procedure.*
- *To rule that the Respondents have to pay the Player a contribution towards his costs.”*

B. First Respondent

44. The main arguments raised by the First Respondent can be summarized as follows:
45. The First Respondent contends that the GFA decision-making bodies were correct in concluding that they lacked jurisdiction to hear the case on its merits due to the mandatory requirements of the GFA PLR. In particular:
- a) Article 29.3 of the GFA PLR states that no contract shall be recognized unless it has been duly deposited with the GFA, and the term “shall” denotes a mandatory obligation under Ghanaian law.
 - b) The obligation to deposit the contract lies not only with the Club but also with the Player, as per Article 29.2 of the GFA PLR, which states that affected players are encouraged to deposit their contracts.
 - c) Since neither party fulfilled this mandatory requirement, the GFA decision-making bodies were correct in concluding that they lacked jurisdiction to adjudicate the dispute.
46. The First Respondent argues that the Appellant’s termination of the Contract was invalid and lacked just cause due to the following reasons:
- a) The Player was aware from the beginning that he had been registered as an amateur for the 2022/2023 season, as evidenced by his signed registration form dated 2 February 2023.
 - b) The Player failed to follow the proper termination procedure outlined in Clause 8 of the Contract, which required a 60-day notice period for material breaches to be remedied before termination. The Player sent his first default notice on 31 August 2023 and terminated the Contract on 14 September 2023, a period of only 14 days that does not comply with the requirement set forth in the Contract.

- c) The Player's claim regarding accommodation was groundless, as it was customary for the Club to provide accommodation only after the official squad was named for the new season. At the time of termination, the official squad had not yet been finalised.
 - d) Other alleged breaches were not raised in the Player's termination notice and are therefore irrelevant to the present dispute.
47. The First Respondent maintains that it acted in good faith throughout its dealings with the Player, including offering a loan opportunity to ensure playing time and inviting the Player to discuss his future after the termination notice was issued.
48. The First Respondent asserts that the CAS should reject the Player's claims and confirm the GFA Appeals Committee's decision. Subsidiarily, if the CAS determines that the GFA had jurisdiction, the case should be remitted to the GFA for a decision on the merits.
49. The First Respondent submitted the following requests for relief to the CAS:
- "In light of the above, the Appellant hereby respectfully requests the CAS to:*
- 1. Reject the reliefs sought by Mr Francis Adjete;*
 - 2. Confirm the Appealed Decision;*
- Subsidiarily, and solely in the unlikely event that the Sole Arbitrator considers that the GFA had jurisdiction to rule on the dispute between the Parties,*
- 3. Refer the matter back to the GFA's Players' Status Committee to pass a decision on the merits of the case;*
- In any case,*
- 4. Order Mr Francis Adjete to bear the full costs of these arbitration proceedings;*
 - and*
 - 5. Order Mr Francis Adjete to contribute towards Accra Hearts of Oak Sporting Club Limited's legal fees and other expenses on behalf of the Club."*

C. Second Respondent

50. The Second Respondent failed to participate in the arbitration proceedings, despite being duly notified in accordance with the Code. As a result, no submissions or arguments were presented on its behalf before the CAS.

V. CAS JURISDICTION

51. In accordance with Article 186 of the Swiss Private International Law Act ("PILA") and Article R55 of the Code, the CAS has the power to decide upon its own jurisdiction ("Kompetenz-Kompetenz").

52. Article R47 of the Code states that “[a]n appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body”.
53. Article 58.5 of the GFA Statutes provides for the jurisdiction of the CAS in the following terms: “[d]ecisions pronounced by the Appeals Committee may only be appealed to the Court of Arbitration for Sport in Lausanne, Switzerland, or to a national, independent Arbitration Tribunal in accordance with the provisions in these Statutes”. The Appellant has chosen to file the present appeal with CAS, thereby triggering its jurisdiction.
54. The Appealed Decision was rendered by the GFA Appeals Committee. Whether the GFA internal bodies were correct in concluding that the Player’s claim could not be adjudicated by the PSC or the GFA Appeals Committee under Article 29 of the GFA PLR does not affect the appealability of the decision to CAS. Pursuant to Article 58.5 of the GFA Statutes, any decision by the GFA Appeals Committee is subject to appeal before CAS, regardless of its substantive correctness.
55. Furthermore, the jurisdiction of the CAS was not contested by either Party. The Appellant and the First Respondent, as the only parties participating in this arbitration, signed the Order of Procedure, thereby confirming the jurisdiction of the CAS.
56. Based on the foregoing, the Sole Arbitrator confirms that the CAS has jurisdiction to decide the present dispute.

VI. ADMISSIBILITY

57. Pursuant to Article R49 of the Code, “[i]n the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against”.
58. The Appealed Decision was notified to the Parties on 26 March 2024 and the Statement of Appeal was filed on 15 April 2024, thus within the required period of 21 days. The Statement of Appeal further complies with the other requirements of Article R48 of the Code.
59. Furthermore, the Respondents did not contest the admissibility of the appeal and the First Respondent expressly agreed that it was admissible. The Sole Arbitrator is, therefore, satisfied that the appeal was filed in a timely manner and is admissible.

VII. APPLICABLE LAW

60. Article R58 of the Code provides: “The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.
61. Article 7, paragraph 1, of the GFA Statutes establishes that:
- “The status of Players and the provisions for their transfer shall be regulated by the GFA in accordance with the FIFA Regulations on the Status and Transfer of Players as revised by FIFA from time to time and GFA Regulations on Domestic transfer and status of Players”.*
62. Furthermore, Article 1, paragraph 2, of the GFA RSTP states that “[t]he regulations also lay down rules for the settlement of disputes between clubs and players, in accordance with the principles stipulated in the parent legislation, namely the FIFA regulations on the Status and Transfer of players. They further provide a system to reward clubs that invest in the training and education of young players”.
63. The Appellant and the First Respondent agree that the present dispute should be decided in accordance with the GFA RSTP and the FIFA regulations on the Status and Transfer of Players (the “FIFA RSTP”).
64. Subsidiarily, the Parties have not expressly chosen the law of any country to govern the dispute. However, the Appealed Decision was issued by the Appeal Committee of the GFA, whose domicile is located in Ghana. Therefore, the Ghanaian law shall be subsidiarily applicable to the present dispute.
65. Based on the above, in consideration of the Parties’ reference in their submissions, and in view of the abovementioned provisions, the Sole Arbitrator holds that the present dispute shall be decided principally according to the GFA and FIFA regulations (to the extent they are applicable to the case at hand) and, subsidiarily, Ghanaian law.

VIII. LEGAL DISCUSSION

66. The Sole Arbitrator now proceeds to analyse the following issues in order to decide on the merits of the case:
- A. Whether the GFA internal bodies should have decided the dispute;
 - B. Whether the CAS should issue a decision on the merits or send the case to the GFA;
 - C. Whether the Player terminated the Contract with just cause; and
 - D. Whether the Club shall compensate the Player.

67. The Sole Arbitrator will consider each of those issues separately and in sequence.

A. Whether the GFA internal bodies should have decided the dispute

68. The first issue to be addressed is whether the GFA internal bodies, namely the PSC and the Appeals Committee, should have resolved the dispute on its merits. This issue primarily turns on the interpretation of the GFA RSTP, the GFA PLR, and the terms of the Contract.

69. Article 28 of the GFA RSTP provides that:

“Without prejudice of the right of any player or club to seek redress before a civil court for employment-related disputes, the GFA is competent to hear:

[...]

2. employment related disputes between a player and a club within the country”

70. As it can be observed, this provision makes no explicit distinction based on whether a given employment contract has been registered with the GFA.

71. Conversely, Article 29 of the GFA PLR introduces requirements for the recognition of contracts by the GFA. Article 29.3 GFA PLR states that *“No contract to play for a club shall be recognized by the Association, unless a copy of such a contract has been duly deposited at the Association in compliance with this Article”*.

72. Furthermore, Article 29.2 GFA PLR states that: *“Every club shall, on contracting or registering a player or a member of the technical team, deposit at the headquarters of the GFA or upload into the registration system, any Contract or Agreement it has entered into with the professional player or technical team member.”* Article 29.2 of the GFA PLR also states that players are “encouraged” to ensure their contracts are deposited but places the primary obligation to deposit on the club.

73. The Sole Arbitrator notes that the GFA RSTP is the primary regulatory framework for employment disputes involving players and clubs. Article 28 of the GFA RSTP confers jurisdiction to the PSC over employment-related disputes without imposing conditions regarding the registration of contracts. In contrast, Article 29 of the GFA PLR establishes an administrative requirement for contract recognition but does not explicitly address the jurisdiction of the PSC or Appeals Committee.

74. The Sole Arbitrator considers that Article 29 of the GFA PLR cannot impose a limitation on the Player’s ability to access the GFA’s internal dispute resolution mechanisms for several reasons: First, Article 29 of the GFA PLR does not expressly state that the deposit of a contract is a prerequisite for accessing these mechanisms. Second, Article 28 of the GFA RSTP similarly imposes no such requirement. Third, the failure to deposit the Contract should not prevent players from presenting their case before an internal dispute resolution body. Whether the lack of registration affects the recognition of the Contract may have administrative or substantive consequences, but it cannot bar the Player’s access to justice.

75. Furthermore, it must be emphasized that Article 29.2 of the GFA PLR places the obligation to deposit agreements squarely on the Club. The provision states that every club “*shall*” deposit the agreement, whereas players are merely “*encouraged*” to do so. Consequently, it is not reasonable to deny the Player’s right to present his case before the PSC on the grounds that he failed to fulfil a faculty under the same GFA PLR, while the one who had a duty to deposit the agreements is the Club.
76. Additionally, in the present case, Clause 5.e of the Contract explicitly requires the Club to register the Player with the GFA “*in accordance with their Rules and Regulations.*” This contractual obligation places the burden of ensuring proper registration squarely on the Club. The Club’s failure to fulfil this obligation constitutes a breach of the Contract and directly undermines its reliance on Article 29.3 of the GFA PLR.
77. Allowing the Club to invoke Article 29.3 of the GFA PLR to deny the Player access to justice would, in effect, allow the Club to benefit from its own non-compliance with its contractual and regulatory obligations. Such an outcome would be contrary to fundamental principles of equity and good faith, which are core to the resolution of disputes in sports law.
78. Finally, it should also be noted that the GFA RSTP and the GFA PLR have distinct scopes. The GFA RSTP governs employment disputes, including the jurisdiction of the PSC over disputes between players and clubs, while the GFA PLR primarily addresses administrative requirements, such as the organization of competitions (e.g., fixture scheduling or player eligibility).
79. Therefore, even if a conflict existed between Article 28 of the GFA RSTP and Article 29 of the GFA PLR (*quod non*), the GFA RSTP would take precedence, as it specifically regulates, *inter alia*, the jurisdiction of the GFA. However, the Sole Arbitrator finds that no such conflict arises in the present case, nor has the Respondent demonstrated otherwise to the comfortable satisfaction of the Sole Arbitrator.
80. Furthermore, a restrictive interpretation of Article 29 of the GFA PLR would risk denying players access to justice for reasons beyond their control, particularly where the club has failed to fulfil its obligation to deposit the contract.
81. Based on the above analysis, the Sole Arbitrator finds that the GFA internal bodies, and specifically the PSC, had jurisdiction under Article 28 of the GFA RSTP to resolve the dispute on its merits. Consequently, the Sole Arbitrator concludes that the GFA Appeals Committee erred in dismissing the Appellant’s claim for lack of jurisdiction.

B. Whether the CAS should issue a decision on the merits or send the case to the GFA

82. Having established that the GFA internal bodies erred in declining jurisdiction to hear the dispute, the Sole Arbitrator must now consider whether the CAS should rule on the merits of the case or remit the matter back to the GFA for adjudication. This issue turns on two factors: (i) the practicality and efficiency of remitting the case, and (ii) the sufficiency of evidence available for the Sole Arbitrator to issue a decision directly.

83. First, Article R57 of the Code provides that the Panel “*has full power to review the facts and the law*” and may issue a decision *de novo*. While this power allows CAS to resolve disputes directly, remitting a case to the original decision-making body may be appropriate in certain circumstances, particularly where further factual findings are necessary, or the adjudicating body is better positioned to decide the merits of the case.
84. In the present case, remitting the dispute to the GFA internal bodies would result in undue delays and uncertainty for the Appellant. The Appellant initiated proceedings before the GFA Players’ Status Committee on 8 October 2023, over a year ago, and has since exhausted the internal remedies available within the GFA framework. Restarting the process domestically would prolong the resolution of the dispute, thereby undermining the Appellant’s right to a timely and effective remedy.
85. The principle of procedural economy also supports resolving the dispute at CAS rather than remitting the matter to the GFA. Restarting the proceedings domestically would duplicate efforts already undertaken and lead to unnecessary costs and inefficiencies, contrary to the objectives of Article R57 of the Code. This approach aligns with the CAS’s objective of promoting efficiency and avoiding unnecessary duplication of efforts, as emphasized in CAS jurisprudence and the objectives underlying Article R57.
86. Second, Article R57 of the Code (2023) empowers the CAS to issue a decision *de novo* provided there is sufficient evidence on record to adjudicate the dispute and the parties had sufficient opportunity to present their case as at their discretion. This includes a full review of the facts and law to ensure a complete and fair resolution.
87. In this case, the Sole Arbitrator finds that the evidence submitted by the Parties is sufficient to decide the merits of the case. The Appellant has submitted the Contract, correspondence exchanged between the Parties, legal notices sent to the Club, and other relevant documents. These materials, combined with the absence of substantive factual disputes raised by the Respondents, allow for a reasoned determination without the need for further factual inquiries.
88. Furthermore, the First Respondent has actively participated in these proceedings, presenting its arguments and evidence in response to the Appellant’s claims, waiving its right to a hearing and requesting that the case be adjudicated based on the filed written submissions. The First Respondent’s explicit waiver of a hearing further supports the Sole Arbitrator’s decision to proceed based on the written submissions, as both Parties had a full opportunity to present their case. While the Second Respondent has not participated, it has been duly notified of the proceedings, and its non-participation does not affect the procedural fairness of the arbitration. Accordingly, there is no justification for delaying the resolution of the dispute by seeking additional input.
89. Based on the foregoing, the Sole Arbitrator concludes that it is both practical and fair for the CAS to decide the merits of this dispute directly. Consequently, the Sole Arbitrator determines that the CAS shall issue a decision on the merits of the case.

C. Whether the Club breached the Contract

90. Having determined the previous matters, the Sole Arbitrator must now consider whether the Club breached the Contract. This issue involves three sub-questions: (i) the Player's status as a professional or amateur, (ii) the specific breaches of the Contract alleged by the Player, and (iii) whether the breaches, if established, justified the Player's termination of the Contract for just cause.

a. The Player's Status as Professional or Amateur

91. The Player contends that, under Article 2 of the GFA RSTP, he was a professional player because he had a written contract with the Club and received remuneration exceeding his football-related expenses. Conversely, the Club argues that the Player was registered as an amateur due to administrative issues, including the failure to deposit the Contract with the GFA.

92. Article 2 of the GFA RSTP defines a professional player as one "*who has a written contract with a club and is paid more for his football activity than the expenses he effectively incurs.*" The evidence provided, including the Contract and the Player's salary of GHC 2,000 per month (increasing to GHC 2,400 after 1 August 2024), demonstrates that the Player met these criteria. In particular, the benefits provided to the Player, as detailed in Appendix A of the Contract, include the following:

"3 The Benefits available to the Player under this contract are as follows:

3.1 There shall be no sign-on fees

3.2 Monthly gross salary of GHC 2,000 (two thousand Ghana Cedis) from the date this contract was signed.

3.3 A 20% increase in the monthly gross salary (Ghs 2,400 – two thousand four hundred cedis) after 1 ½ years i.e. from 01/08/2024.

4. Additional Benefits available to the Player under this contract are as follows.

a. Match winning bonuses as approved for the team for the season.

b. Any other incentive package as the club may deem necessary to offer.

c. Medical bills accruing only from club related activities including training/matches.

d. Housing in one of the Club's group houses, upon request of the player.

e. The Company shall contribute 13o/o of your gross salary to Social Security on your behalf as required by Ghanaian law."

93. Furthermore, the Contract is explicitly titled "*PROFESSIONAL PLAYER CONTRACT.*" While the title of a contract is not determinative on its own, it serves as an indicator of the Parties' intention and the nature of their agreement. In interpreting the status of the Player, the title provides additional context that, although not conclusive, supports the conclusion that the Parties intended to establish a professional employment relationship.

94. The Sole Arbitrator considers that the Player's actual status under the GFA RSTP is determined by the substantive terms of the Contract and the remuneration provided, irrespective of the Club's failure to register the Player as a professional with the GFA.
95. Thus, the designation of the Player as an amateur by the Club in the GFA registration system does not alter his professional status under the applicable regulations. Whether the Player was registered as an amateur on February 2023 is an administrative action that, by itself, cannot constitute an amendment of the Contract or have contractual or legal consequences. For such an amendment to occur, clear evidence of the mutual intent of both the Player and the Club to modify the Contract and alter the Player's professional status would be required under general principles of contract law.
96. The Club contends that the Player's signing of the registration form (T1) should be interpreted as an amendment to the Contract, effectively converting the agreement into an amateur contract. However, the Sole Arbitrator cannot accept this argument. The execution of the T1 form by the Player, as an isolated event, does not equate to an amendment of the Contract, nor does it undermine the rights and obligations established within the professional player agreement to the Club's benefit.
97. For an amendment or termination of a contract to occur, there must be compelling evidence of mutual intent by both Parties. In this case, the Club has failed to provide any evidence demonstrating that the Player intended to amend or terminate the Contract by signing the T1 form, which is an administrative document rather than a contractual one. The Player's consent to any modification of his contractual rights must be clear, informed, and explicitly expressed. Nothing in the T1 form or its execution suggests that the Player intended it to alter or supersede the substantive terms of the Contract.
98. In the absence of such evidence, the Sole Arbitrator finds that the administrative act of signing the T1 form cannot affect the Player's professional legal status as established in the Contract. The substantive terms of the Contract, including its designation as a "Professional Player Contract", and the remuneration provided to the Player remain decisive in determining his professional status.
99. In any event, the Commentary on the FIFA RSTP (Edition 2023), analysing Article 2 of the FIFA RSTP (similar to Article 2 of the GFA RSTP), emphasizes that "*any contract must be measured against the article 2 paragraph 2 criteria only, irrespective of any designation or categorisation used within the contract, and **irrespective of the status under which a player may have been registered by the member association concerned***" (emphasis added). While the terms of the Contract and the Player's remuneration already meet the substantive criteria of Article 2 of the GFA RSTP, the Commentary on the FIFA RSTP further reinforces the principle that administrative designations cannot override the professional status established under these substantive terms.
100. Based on all the above, the Sole Arbitrator finds that the Player was a professional player within the meaning of Article 2 of the GFA RSTP.

b. Analysis of the breach of the Contract alleged by the Player

101. The Player alleges that the Club breached Clause 5.e of the Contract, which explicitly required the Club to register the Player with the GFA “*in accordance with their Rules and Regulations*.” This obligation encompassed registering the Player as a professional to enable him to participate in official matches. The failure to fulfil this obligation, according to the Player, not only breached the express terms of the Contract but also deprived him of the fundamental ability to pursue his career as a professional footballer.
102. The Club argues that the Player’s termination of the Contract on 14 September 2023 was premature, as Clause 8 of the Contract required a 60-day notice period to remedy material breaches before termination.
103. However, the Sole Arbitrator notes that the Club has not demonstrated that it was in a position to remedy this breach within the 60-day period.
104. The evidence shows that the Ghanaian transfer window for the Premier League closed on 13 September 2023, effectively rendering it impossible for the Club to register the Player as a professional after that date. While the Player provided the Club with default notices on 31 August 2023 and 5 September 2023, the Club did not register the Player before the closure of the transfer window. This failure to act eliminated any practical possibility of curing the breach by registering the Player within the notice period.
105. The Sole Arbitrator finds that, under these circumstances, the requirement for a 60-day cure period under Clause 8 of the Contract became irrelevant. The Club’s failure to act before the closure of the transfer window meant that the breach could not be remedied regardless of the time afforded.
106. Based on the above analysis, the Sole Arbitrator concludes that the Club’s failure to register the Player as a professional constituted a fundamental breach of the Contract.

c. Whether the Contract was terminated with just cause

107. Clause 8 of the Contract allows the Player to terminate the agreement for “*material breaches*” that remain uncured after notice is provided.
108. The Sole Arbitrator finds that the Club’s failure to register the Player as a professional constituted a fundamental breach of the Contract. Clause 5.e of the Contract explicitly required the Club to register the Player with the GFA “*in accordance with their Rules and Regulations*”. This obligation was essential to the Player’s ability to participate in official matches and fulfil his role as a professional footballer.
109. In this sense, the Sole Arbitrator notes the reasoning in CAS 2020/A/7370, which states:

“By refusing to register a player, a club is effectively barring, in an absolute manner, the potential access of a player to competition and, as such, violating one of his or her fundamental rights as a football player.”

110. This further underscores the conclusion that the Club's failure to register the Player deprived him of one of the core rights inherent in a professional footballer's employment relationship.
111. The Club's inaction after receiving default notices on 31 August 2023 and 5 September 2023 demonstrates its failure to take corrective measures. Moreover, with the Ghanaian transfer window closing on 13 September 2023, the Club effectively rendered itself incapable of curing the breach.
112. The Sole Arbitrator concludes that the Club's failure to register the Player as a professional fundamentally undermined the employment relationship, depriving the Player of his ability to perform his contractual duties and pursue his career. This breach alone constituted just cause for termination under Clause 8 of the Contract and Article 14 of the FIFA RSTP.
113. Moreover, the Player has also invoked other breaches of the Contract committed by the First Respondent:
114. The Club denies that it breached Clause 5.b of the Contract, which obligates the Club to *"provide accommodation in location of the Club's choosing to the Player when requested during the term of this Agreement"*. The Club argues that its usual practice is to provide accommodation only after the official squad is named for the new season and asserts that no players, including the Player, had been granted accommodation at the time of the alleged breach. While the Club claims that the Player had access to accommodation during the 2022/2023 season, it is undisputed that at the time of termination, the Player was not living in Club-provided accommodation.
115. The Club acknowledges that the Player was excluded from the 30-man squad for the 2023/2024 season, attributing this decision to a change in sporting direction and technical personnel. Furthermore, the Club contends that it acted in good faith by proposing a loan move to the Player, which the Player declined. Nevertheless, it remains undisputed that the Player was not included in the 30-man squad, preventing him from participating in official matches and training with the team.
116. It is important to note that the exclusion from team activities fundamentally affects a professional footballer's career by denying the Player the opportunity to maintain competitive form and participate in official matches.
117. Taken together, the exclusion from the squad and the circumstances surrounding the provision of accommodation, when considered alongside the failure to register the Player as a professional, collectively undermined the employment relationship. The Sole Arbitrator concludes that these factors, combined with the primary failure to fulfil Clause 5.e of the Contract, contributed to the Player's termination of the Contract with just cause, consistent with Clause 8 of the Contract, Article 16 of the GFA RSTP, and Article 14 of the FIFA RSTP.

D. Whether the Club shall compensate the Player

118. Having determined that the Club breached the Contract and that the Player terminated the Contract with just cause, the Sole Arbitrator must now assess the legal consequences of the termination.
119. Article 16 of the GFA RSTP specifies that when a contract is terminated with just cause, the party in breach is obligated to compensate the other party for damages incurred as a result of the termination.
120. The Player has quantified his damages as the residual value of the Contract, amounting to GHC 106,477.42, representing the unpaid salary for the remaining term of the agreement. This calculation aligns with the principles established under Article 16(1) of the GFA RSTP, which considers factors such as the remaining time on the contract and the remuneration owed to the Player.
121. The Sole Arbitrator notes that the Club has not contested the Player's quantification of damages or raised any objections regarding the quantum of compensation. Nor has the Club provided evidence to suggest any mitigating circumstances that would justify a reduction in the compensation sought.
122. Therefore, in light of the uncontested quantification of the claim by the Appellant, and given that the amount claimed by the Player is consistent with Appendix A of the Contract, the Sole Arbitrator finds that the residual value of the Contract after termination is GHC 106,477.42.
123. The Appellant has requested interest at a rate of 5% per annum on the compensation amount of GHC 106,477.42, starting from 15 September 2023. The Sole Arbitrator observes that the Club did not contest this request either. Under Article R58 of the Code, the FIFA RSTP governs the present dispute, as acknowledged by both Parties. While Article 16 of the GFA RSTP establishes the general principle of compensation for termination with just cause, the established practice of FIFA's Dispute Resolution Chamber ("FIFA DRC") supports the awarding of interest to ensure full redress. For example, in its decision passed on 11 July 2024 (REF. FPSD-14312), the FIFA DRC awarded interest at 5% per annum to compensate for delayed payment (*"taking into consideration the player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of 26 March 2024 until the date of effective payment."* [emphasis added]).
124. In the present case, the Sole Arbitrator finds that the 5% annual interest rate requested by the Player is reasonable, consistent with FIFA DRC practice, and uncontested by the Club. Accordingly, the Sole Arbitrator grants the Appellant interest on the amount of GHC 106,477.42 at the rate of 5% per annum, starting from 15 September 2023 until the date of effective payment.

125. In light of the above, and in accordance with Article 16(1) of the GFA RSTP, the Sole Arbitrator finds that the Player is entitled to compensation for the residual value of the Contract. Consequently, the Sole Arbitrator awards the Player GHC 106,477.42, together with interest at the rate of 5% per annum from 15 September 2023 until the date of effective payment.

IX. COSTS

126. Article R64.4 of the Code provides as follows:

“At the end of the proceedings, the CAS Court Office shall determine the final amount of the cost of arbitration, which shall include:

- the CAS Court Office fee,*
- the administrative costs of the CAS calculated in accordance with the CAS scale,*
- the costs and fees of the arbitrators,*
- the fees of the ad hoc clerk, if any, calculated in accordance with the CAS fee scale,*
- a contribution towards the expenses of the CAS, and*
- the costs of witnesses, experts and interpreters.*

The final account of the arbitration costs may either be included in the award or communicated separately to the parties. It shall contain a detailed breakdown of each arbitrator’s costs and fees and of the administrative costs and shall be notified to the parties within a reasonable period of time. The advance of costs already paid by the parties are not reimbursed by the CAS with the exception of the portion which exceeds the total amount of the arbitration costs”.

127. Article R64.5 of the Code provides that “[i]n the arbitral award, the Panel shall determine which party shall bear the arbitration costs or in which proportion the parties shall share them. As a general rule and without any specific request from the parties, the Panel has discretion to grant the prevailing party a contribution towards its legal fees and other expenses incurred in connection with the proceedings and, in particular, the costs of witnesses and interpreters. When granting such contribution, the Panel shall take into account the complexity and outcome of the proceedings, as well as the conduct and the financial resources of the parties”.
128. The Sole Arbitrator notes that by Order of 7 May 2024, the Athletes’ Commission of the International Council of Arbitration for Sport granted assistance for the CAS arbitration costs from the Football Legal Aid Fund. Accordingly, the present procedure is free of charge.
129. With regard to the contribution towards the prevailing party in accordance with Article R64.5 of the Code, considering that the appeal has been fully upheld as well as the Parties’ behaviour during the proceedings and the amount in dispute, the Sole Arbitrators finds that the First and Second Respondent shall contribute an amount of CHF 1,000 towards the Appellant’s legal costs in relation to the present proceedings.

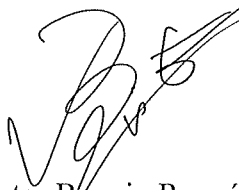
ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 15 April 2024 by Francis Adjetey with respect to the decision rendered by the Ghana Football Association's Appeals Committee on 26 February 2024 is upheld.
2. The decision rendered by the Ghana Football Association's Appeals Committee on 26 February 2024 is set aside.
3. Accra Hearts of Oak Sporting Club Limited is ordered to pay to Francis Adjetey GHC 106,477.42 (one hundred six thousand four hundred seventy-seven Ghana Cedis and forty-two pesewas) plus 5% interest p.a. as from 15 September 2023 until the date of effective payment.
4. The present procedure is free of charge.
5. Accra Hearts of Oak Sporting Club Limited and Ghana Football Association shall contribute jointly and severally CHF 1,000 (one thousand Swiss francs) towards the legal costs and other expenses of Francis Adjetey incurred in connection with the present proceedings.
6. All other and further claims or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 26 February 2025

THE COURT OF ARBITRATION FOR SPORT



Víctor Bonnin Reynés
Sole Arbitrator