

CAS 2022/A/9055 Alex Aso et al. v. Ghana Football Association
CAS 2022/A/9076 Richmond Lamptey v. Ghana Football Association

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr. Jordi **López Batet**, Attorney-at-law, Barcelona, Spain

in the arbitration proceedings between

Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Richard Acquaaah, Eric Easo, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed and Isah Ali, Ghana

Represented by Mr. Roy Vermeer, FIFPRO, Hoofddorp, the Netherlands and Mr. Yussif Chibsah, Professional Footballers Association of Ghana, Accra North, Ghana

First Appellants

&

Richmond Lamptey, Ghana

Represented by Mr. Nilo Effori, Attorney-at-Law with Effori Sports Law, London, United Kingdom

Second Appellant

and

Ghana Football Association, Ghana

Represented by Ms. Naa Odofoley Nortey, Attorney-at-Law with Beyuo & Company, Accra, Ghana

Respondent

I. PARTIES

1. Messrs. Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Richard Acquah, Eric Eso, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed and Isah Ali (the “First Appellants”) are Ghanaian professional football players who at the time of the facts that are the object of these proceedings, were respectively playing for the Ghanaian clubs Inter Allies FC (Messrs. Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Richard Acquah, Abdul Kadir Mohammed and Isah Ali) and Ashantigold SC (Messrs. Eric Eso, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries and Amos Addai).
2. Mr. Richmond Lamptey (“Mr. Lamptey” or the “Second Appellant”) is a Ghanaian professional football player who at the time of the facts that are the object of these proceedings, played for Inter Allies FC.
3. The Ghana Football Association (the “GFA” or the “Respondent”) is the governing body of football in Ghana and has its registered offices in Accra, Ghana. It is affiliated with the Fédération Internationale de Football Association (“FIFA”) and with the Confédération Africaine de Football (“CAF”).
4. The First Appellants and the Second Appellant will be jointly referred to in this Award as the Appellants. The Appellants and the Respondent are collectively referred to as the Parties.

II. BACKGROUND FACTS AND THE PROCEEDINGS BEFORE THE GFA DISCIPLINARY AND APPEALS COMMITTEE

5. The elements set out below are a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the exhibits produced as well as the evidence examined in the course of the proceedings. Additional facts and allegations may be set out, where relevant, in connection with the ensuing legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, in its Award reference is made only to the submissions and evidence the Sole Arbitrator considers necessary to explain its reasoning.
6. On 17 July 2021, the club Ashantigold SC (“Ashantigold”) won a Ghana Premier League football match against club Inter Allies FC (“Inter Allies”) on the score of 7-0 (the “Match”).
7. The Match Commissioner Report referred the following with regard to an incident occurred in the Match:

“INCIDENT

In the 77th and 80th minutes No. 5 (DF) player of Inter Allies FC Hashminin (sic) Musah intentionally scored two quick goals i.e., the 6th and the 7th goals respectively against his own team when he was not under any pressure. Surprisingly his technical bench applauded him.”

8. The referee report on the Match (the “Referee Report”) also referred to such incident as follows:

“Incidents caused by players or team official

The two own goals scored by player numbered five (Hashmin Musah) was quite strange, he picked a pass from a team mate and kicked straight into his own goal, scoring on both occasions.”

9. After the Match, a video clip of such Match was shared on several social media platforms, which raised several concerns about it having been allegedly manipulated.
10. On 17 July 2021, Sportradar, a Swiss based company specialised in identifying betting related manipulation in sports, issued a report of the Match (the “Sportradar Report”) which in the pertinent parts reads as follows:

“This match raises credible level of concern from an integrity perspective due to the strong betting for at least three goals to be scored in the match. Based on the information available, it is possible that both teams were involved in the potential manipulation of the match.

Summary of Irregular Betting Activity

- 1. There was strong pre-match betting witnessed in the hour prior to kick-off for at least three goals to be scored in the match, with odds for this outcome decreasing significantly from opening levels. None of Ashanti Gold FC’s last six home matches and none of Inter Allies FC last five away matches had witnessed more than two goals, and therefore recent form could provide no mitigation.*
- 2. In terms of team news, whilst Ashanti Gold FC and Inter Allies FC both made five changes from their previous respective matches, these changes are unable to explain the strong betting witnessed in the pre-match markets. In addition, neither side would have been objectively motivated for this match given that Ashanti Gold FC were mathematically safe from relegation, whilst Inter Allies FC were already confirmed as relegated. Nonetheless, that cannot explain the strong pre-match betting for at least three goals.*

Summary of Match Incidents

- For the second goal of the match in the 27th minute (2:0), Inter Allies FC goalkeeper Danso Wiredu Mensah failed to save the shot which was sent directly at him (0:20).*
- The third goal in the 44th minute of the match (3:0) was scored via a penalty following a foul in the penalty area by an Inter Allies FC player (0:42).*
- For the fourth goal of the match in the 50th minute (4:0), Inter Allies FC goalkeeper Danso Wiredu Mensah had control of the ball with both hands before inexplicably rolling it into the path of an opposing attacker for a simple finish (1:20)*

- *For the fifth goal in the 77th minute (5:0) an Inter Allies defender easily let an opposing attacked run past him allowing him through on goal to score (1:45).*
- *Both the sixth goal in the 78th minute (6:0) and the seventh goal in the 82nd minute (7:0) were own goals scored by Inter Allies FC defender Hashmin Musah who had been substituted in the 47th minute (3:0). Video shows that these own goals were undeniably intentional given that he passed the ball into his own net under no pressure on both occasions. Hashmin Musah was then subsequently off in the 83rd minute (7:0).*

[...]

Other Intelligence

It had been reported in the days leading up to the match that Inter Allies FC were going to lose up to 10 of their first team squad members as a result of their relegation.

There was considerable outrage at Hashmin Musah own goals on social media with multiple examples of tweets referencing the bizarre nature of the events that transpired. The previously linked video of the own goals was also widely shared by sports journalist Saddick Adams, as was the video of the aforementioned goalkeeping error for Ashanti Gold FC's fourth goal [...]

Hashmin Musah was quoted by local media as saying he deliberately scored the two own goals to sabotage an attempt to fix the match for a correct scoreline of 5:1. He claimed his teammates congratulated him after the match.

A local source stated that there were rumours of the game being a "high scoring one" and that "there were rumours of the scoreline going to end 5.1". The source also stated that Inter Allies FC "didn't show seriousness in the game. [...]" (emphasis and footnotes omitted)

11. As a result of such incident, the GFA constituted an investigation team (the "GFA Investigation Team") to conduct preliminary investigations on the Match. The GFA Investigation Team invited Inter Allies and Ashantigold to submit their respective reports in relation to the allegations of match-fixing in such Match and requested the collaboration of several players and officials purportedly involved in the alleged manipulation of the Match, including but not limited to the First Appellants and the Second Appellant.
12. After the investigation carried out by the GFA Investigation Team, a Preliminary Investigation Report was issued (the "GFA Report"), which in the pertinent part reads as follows:

[...]

4. *According to Inter Allies FC, thus, players and officials of the club the Investigation team interviewed, when they got to the stadium, they were alarmed because the fans in the stadium was chanting a scoreline of 5-1 against their club. The Internal Investigation of Inter Allies also pointed that, Hashmin said if a scoreline (5-1) is meant to pass, he will personally ruin it. He added that, he told the players he will ruin it and not let the scoreline of 5-1 come to pass. Their findings also indicated that, Samed Mohammed uttered some unprintable words at the Head Coach of Inter Allies FC. On 23rd July, 2021, during interrogation, Hashmin Musah said amongst others that on the 16th of July, 2021, after*

eating, around 11am, he noticed Gockel Ahontor was quite restless and asked him to sit at one place. Later on, Gockel made a statement that, "Today we will put sand in their Gari".

5. *After arriving at the stadium, he indicated that Mohammed Zakari (player number 10 of Inter Allies FC), told him that "they have placed the match on bet", again Hashmin stated that Mohammed Zakari told him that he saw Richmond Lamptey giving a white paper to Nii Amoah (a volunteer of Inter Allies FC who travelled with the team to Oboasi) and said that if the match will end with that correct score of 5-1 then he should call the number on the sheet of paper for the person to stake the bet for him.*
6. *Hashmin, after addressing his team mates about what he had heard about the match being fixed told his team mates that if they don't play to their best capacity to prevent to alleged correct score of 5-1, he will personally act to ruin the bet. Also, during interrogation he stated about the abysmal performance of his goal keeper and even stated that "even a two-year-old can even take that ball" which he was directing to the Danso Wiredu (Goal Keeper of Inter Allies) actions leading to the 4th goal.*
7. *During interrogations of Danso Wiredu, he stated that, for the second goal, he underestimated the power of the football and did not brace enough to prevent the ball from scoring, also he stated that for the fourth goal, he slipped and couldn't stand well to save the ball which led to gifting Ashantigold the fourth goal. Hashmin also stated observations he made during play that led to the fourth goal and thought the player number 27 (Richard Acquah) could have done better. According to Hashmin Musah, after AshantiGold scored their fourth goal, he turned to Mohammed Zakari and Mohammed stated that He, Danso Wiredu, is part of the individuals fixing the match.*
8. *According to Hashmin when was substituted he was annoyed and stated that if he wasn't substituted, he would have scored more own goals. Again, Hashmin stated that after the match, on route the dressing room, some fans of Ashanti Gold SC spat on him and said he is a villager and that he has spoilt their bet.*
9. *During interrogations with Gockel Ahontor, he made the statement "we will put sand in their gari" to mean that, the scoreline of 5-1 they were hearing will not come to pass. Also, during the interrogation of Gockel, he stated that he had no hand in the alleged fixed match and doesn't know anything about it. Also, Hashmin stated that Mohammed Zakari saw Richmond Lamptey giving a white sheet of paper to Emmanuel Nii Amoah and asking him to call the number written on the sheet of paper to stake the bet on his behalf if indeed the match will end 5-1. Richmond Lamptey, during interrogations, admitted he gave a sheet of paper to Emmanuel Nii Amoah and went on to say that he only gave the sheet of paper to Nii Amoah to call a friend who wanted to come and watch the match so that he will give him directions to the stadium. Nii Amoah on the other hand stated during interrogations that Richmond Lamptey gave him a sheet of paper with a number on it and asked him to call that number. Nii Amoah stated that Richmond didn't inform him on what to tell the person if he calls so he didn't call that number.*
10. *Richmond Lamptey stated during interrogations that Seth Osei of Ashanti Gold SC called him at the entrance of their dressing room and asked him in the Akan dialect that "haven't your elders spoken to you?" (Mo mpanyinfour ne me akasa?). Fard Ibrahim stated he witnessed this incident. Fard Ibrahim also stated that Seth Osei asked him the same question twice on the field of play in both halves of the match. During the interrogation, Fard Ibrahim explained that whenever players of Inter Allies block and take control of the game, Seth Osei got closer to him and asked if they haven't been told anything implying*

that should play in a way that AshGold SC will get chances to achieve a particular result. Also, on the field of play Mohammed Zakari stated that Seth Osei asked him the same question “Haven’t your elders spoken to you?” (Mo mpanyinfour ne me akasa?) which he answered Yes. According to him he stated answered (sic) “yes” to get more information from Seth Osei. Mohammed Zakari mentioned again that after the 4th goal he called Seth Osei, to confirm if the match has been fixed at 5-1 and he confirmed and went on ask another question to confirm in case the match ends at 5-2, if that will ruin the bet. Seth confirmed once again, all in the presence of his team mate, Alex Aso. Fard Ibrahim was asked during interrogations if he stakes bet. Fard answered in the negative. The Investigators asked if his phone can be checked to confirm that, He agreed and it was checked. His phone was checked with his permission and we discovered he has staked multiple bets on multiple football matches around the world on a betting application (Betway). However, there was no history of Fard Ibrahim staking a bet on the Ashanti Gold and Inter Allies match. [...]”

13. The GFA charged Ashantigold and Inter Allies (hereinafter jointly referred to as “the Clubs”), some of their officials, as well as the players who participated in the Match for several violations of the GFA regulations in relation to the Match.
14. The GFA Disciplinary Committee (the “GFA DC”) held the hearings in relation to the described incidents occurred on the occasion of the Match.
15. On 16 May 2022, the GFA DC, after holding the relevant hearings, issued two separate decisions (the “GFA DC Decisions”), one with respect to Inter Allies and its players and officials (the “Inter Allies GFA DC Decision”) and the other with respect to Ashantigold and its players and officials (the “Ashantigold GFA DC Decision”), where the First Appellants, the Second Appellant and others were found to have committed different violations to the GFA Premier League Regulations (the GPLR”) and the GFA Disciplinary Code.
16. The Inter Allies GFA DC reads, in respect of some of the First Appellants and the Second Appellant, in the pertinent part as follows:

“[...]

PLAYERS OF INTER ALLIES FC

1. *By the evidence of the players there is strong evidence of match fixing before and during the game.*
2. *Match fixing and betting is creeping into if not already present in the Ghana Football leagues.*

[...]

SANCTIONS

[...]

4. *That the underlisted players of Inter Allies FC in the said match are hereby banned for 24 months each in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations*

<i>Player Name</i>	<i>Jersey Number</i>
<i>Mohammed Zakari</i>	<i>10</i>
<i>Richard Acquah</i>	<i>27</i>
<i>Taufiq Shaibu</i>	<i>9</i>
<i>Felix Abuska</i>	<i>29</i>

5. *That Richmond Lamptey of Inter Allies FC is hereby banned for a period of 30 months in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations*
6. *That Fard Ibrahim of Inter Allies FC is hereby banned for a period of 24 months in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations. He is further banned for a period of 12 months for placing bets on multiple matches and competitions on his phone. [...]*
8. *That the underlisted players and Official of Inter Allies FC in the said match who failed to appear before the GFA Disciplinary Committee are hereby banned for 24 months each in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations.*

Player

- i. [...]*
ii. Alex Aso – Player
iii. Abdul Kadir Mohammed – Player
iv. Isah Ali – Player [...]” (emphasis omitted)

17. The Inter Allies GFA DC Decision sanctioned this club, as well as other players and officials that are not a party of these proceedings (among them, goalkeeper Danso Wiredu Mensah and player Hashmin Musah, two of the players expressly referred to in the Sportradar Report on the Match).
18. On the other hand, the Ashantigold GFA DC Decision reads, in respect of some of the First Appellants, in the pertinent part as follows:

[...]

PLAYERS OF ASHANTIGOLD SC

From the evidence of the players there is strong evidence of match fixing before and during the game.

2. *Match fixing and betting is creeping into if not already present in the Ghana Football leagues.*

[...]

SANCTIONS

[...]

6. *That the underlisted players of Ashantigold SC are hereby banned for 24 months each in accordance with 34.5(d)(i) of the Ghana Premier League Regulations 2019.*

<i>Player Name</i>	<i>Jersey Number</i>
<i>Stephen Owusu Banahene</i>	<i>4</i>
<i>Dacosta Ampem</i>	<i>7</i>
<i>Frank Akoto</i>	<i>15</i>
<i>Agyemang Isaac Opoku</i>	<i>19</i>
<i>Amos Kofi Nkrumah</i>	<i>24</i>
<i>Eric Eso</i>	<i>25</i>
<i>Moses Kwame</i>	<i>29</i>
<i>Solomon Afriyie</i>	<i>35</i>

7. *That Samed Mohammed, Player number 32 of Ashantigold SC is hereby banned for 30 months in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations 2019. [...]*

9. *That the underlisted players and official of Ashantigold SC who were invited but failed to appear before the Committee are hereby banned for 48 months each in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations:*

- 1. Emmanuel Owusu – Player*
- 2. Mohammed Bailou – Player*
- 3. Amos Addai – Player*
- 4. Paul Asare de Vries – Player*
- 5. [...]” (emphasis omitted)*

19. The Ashantigold GFA DC Decision also sanctioned the club, as well as other players and officials that are not a party of these proceedings.
20. On 17 May 2022, the First Appellants appealed the GFA DC Decisions before the GFA Appeals Committee (the “GFA AC”) seeking its annulment and in the alternative, the reduction of the sanctions imposed. In essence, the First Appellants submitted in their appeal that (i) several of their procedural rights had been violated by the GFA DC in the proceedings of instance, as the players had not been adequately cited, the players were not given the complete documentation and the evidence that formed the grounds for the decision, the players were not given the opportunity to present their defense against the accusations they were charged with and were sanctioned for a different offence than the one they had been charged with and (ii) the GFA DC had no evidence regarding their individual active involvement in the match-fixing scenario.
21. Also on 17 May 2022, the Second Appellant appealed the GFA DC decision that imposed a sanction to him before the GFA AC. In essence, he submitted that (i) he had been sanctioned for a different offense than the one he had been charged with, (ii) there was no evidence proving the charges attributed to him and (iii) the GFA DC had no jurisdiction to impose a sanction for a breach of the GFA Code of Ethics.

22. On 13 July 2022, the GFA AC rendered the decision with reference number GFA/ADH/DC/VOL.038/22, in which it dismissed the appeals filed by the Appellants and confirmed the GFA DC Decisions. This decision reads in its pertinent part as follows:

“The evidence available to the committee below clearly supports the conclusion that the match was not played competitively. We are also of the view that the match was not played under competitive circumstances. [...]

The regulations of the Ghana Premier League and ancillary Regulations all provide for sanctions to be imposed on all the actors involved. The actors involved were Dr Kwaku Frimpong, Mr Emmanuel Frimpong, all players and technical officers of both clubs who participated in the game as well as Emmanuel Nii Amoah. The Disciplinary Committee did not err in its application of the Regulations of the GFA and we do not intend to vary any part of the decision against Ashantigold SC and its players and officers and the decision against Inter Allies, its players and officers. The Disciplinary Committee was right in imposing different categories of sanctions on the clubs, players and officers. The Committee has explained the reasons for the sanctions imposed and we do not intend varying any.

The Disciplinary committee gave all persons involved a hearing but some elected not to appear before the Committee. We are of the view that the Disciplinary Committee was right in imposing sanctions on all persons charged.

In the circumstances, we dismiss the appeal filed by Ashantigold SC, Inter Allies FC, Dr Kwaku Frimpong, Mr Emmanuel Frimpong and all other players and officers of the two clubs.

We endorse all the sanctions imposed by the Disciplinary Committee on the clubs, players and officers.”

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION OF SPORT

23. On 25 July 2022, the First Appellants filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the Respondent with respect to the GFA AC decision GFA/ADH/DC/VOL.038/22 of 13 July 2022 (the “Appealed Decision”). In their Statement of Appeal, which gave rise to the case CAS 2022/A/9055, the First Appellants requested (i) that the matter be submitted to a Sole Arbitrator, (ii) that English be the language of the arbitration (iii) the production by the Respondent of “any and all documents that have been used in the proceedings in front of the GFA DC and GFA AC” (including but not limited to some documents that were expressly identified in section 9 of the Statement of Appeal) and (iv) that the time limit to file the Appeal Brief be suspended until they were provided with the complete case file.
24. Together with their Statement of Appeal, the First Appellants filed a request for provisional measures with the following prayers for relief:

“On account of all of the above, the Appellants respectfully request the CAS to suspend the bans imposed on them by the GFA and thus to stay the decision of the GFA Disciplinary and Appeals Committee.”

25. On 27 July 2022, the CAS Court Office acknowledged receipt of said Statement of Appeal, sent it to the Respondent and invited it to comment, *inter alia*, on the request for the suspension of the deadline to file the Appeal Brief made by the First Appellants in their Statement of Appeal, the production of the entire case file to the CAS, and to provide its position on the First Appellants' request for provisional measures.
26. On 31 July 2022, the Respondent submitted its position on the First Appellants' request for provisional measures in the case CAS 2022/A/9055, in the sense that it should be rejected.
27. On 2 August 2022, the Second Appellant filed a Statement of Appeal with the CAS against the Respondent with respect to the Appealed Decision. In his Statement of Appeal, which gave rise to the case CAS 2022/A/9076, the Second Appellant requested (i) that the matter be submitted to a Sole Arbitrator, (ii) to have the dispute submitted to an expedited procedure (iii) that an extension of the time limit to file the Appeal Brief be granted and (iv) the production of all the evidence relied upon by the GFA DC and the GFA AC.
28. Together with his Statement of Appeal, the Second Appellant filed a request for provisional measures with the following prayers for relief:

"Accordingly, the Applicant respectfully seeks the following relief:
 - (a) *To grant the Applicant with the provisional measure requested herein and order the GFA to suspend the ban on the Player throughout the duration of these proceedings and until the Panel renders a decision;*
 - (b) *To establish that the costs of the present CAS proceedings will be borne by the Respondent;*
 - (c) *An order for the Respondent to pay such a proportion of the Club's costs of the proceedings before the CAS, and applying such a rate of interest, as the Panel shall deem appropriate in the circumstances."*
29. On 3 August 2022, the CAS Court Office informed the Parties of the case CAS 2022/A/9055 *inter alia* that the First Appellants' deadline to file their Appeal Brief was suspended until the Panel or the Sole Arbitrator ruled on the request for document production.
30. Also on 3 August 2022, the CAS Court Office acknowledged receipt of eight audio files filed by the Respondent in the case CAS 2022/A/9055 and invited the First Appellants to inform whether they maintained their request for production of the audio recordings or were satisfied with the audio files produced by the GFA. On the same date, the First Appellants requested the Respondent to disclose the audio recordings of the interrogation sessions made by the GFA Investigation Team within the investigation carried out by the GFA.
31. On 5 August 2022, the First Appellants acknowledged receipt of the 8 audio files produced by the Respondent but informed the CAS Court Office that the Respondent failed to provide the audio recordings of the interrogation sessions, and therefore communicated that their request for production of documents was maintained.

32. On 8 August 2022, the CAS Court Office acknowledged receipt of the Statement of Appeal in the case CAS 2022/A/9076, sent it to the Respondent and invited it to comment, *inter alia*, on (i) the request for the matter to be conducted in an expedited manner, (ii) the request for extension of the deadline to file the Appeal Brief and (iii) the request for production of documents, and to provide its position on the Second Appellant's request for provisional measures within the following 10 days. In addition, the CAS Court Office informed the Respondent that Mr. Lamptey's deadline to file the Appeal Brief had been extended by 10 days in accordance with Article R32 of the Code.
33. Also on 8 August 2022, the CAS Court Office acknowledged that the First Appellants' request for production of documents in the case CAS 2022/A/9055 was maintained and informed that the First Appellants' deadline to file their Appeal Brief remained suspended until the Panel or the Sole Arbitrator ruled on the request for document production.
34. On the same date, the Respondent sent several letters to the CAS Court Office within case CAS 2022/A/9076 in which (i) it informed that it did not agree with the appointment of a sole arbitrator and requested that the case be decided by a three-member Panel and (ii) it objected to the request for the suspension of the deadline to file the Appeal Brief requested by the Second Appellant and to the First Appellants' request for document production.
35. On 10 August 2022, the Deputy President of the CAS Appeals Arbitration Division rendered an Order on Request for Provisional Measures in the case CAS 2022/A/9055, which in its pertinent part reads as follows:

“The Deputy President of the Appeals Arbitration Division of the Court of Arbitration for Sport, ruling in camera, decides that:

1. *The application for provisional measures filed by Messrs Alex Aso, Felix Abuska, Mohammed Zakari, Taufiq Shaibu, Fard Ibrahim, Richard Acquah, Eric Eso, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed and Isah Ali on 25 July 2022 in the matter CAS 2022/A/9055 Alex Aso et al. v. Ghana Football Association is granted.*
2. *The decision rendered by the Ghana Football Association's Appeals Committee on 1 July 2022 is stayed.*
3. *The suspensions imposed on Messrs Messrs Alex Aso, Felix Abuska, Mohammed Zakari, Taufiq Shaibu, Fard Ibrahim, Richard Acquah, Eric Eso, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed and Isah Ali are lifted with immediate effect.*
4. *The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration.”*

36. By means of letter dated 10 August 2022, the Respondent provided the “*recordings of the interrogation session*” requested by the First Appellants in the case CAS 2022/A/9055.
37. Also on 10 August 2022, the Second Appellant filed a letter to the CAS Court Office in which it urged a decision on the request for provisional measures, as the deadline to register the Second Appellant to participate in the CAF Interclubs Competition expired on 15 August 2022.
38. On 11 August 2022, the CAS Court Office, in view of the disagreement of the parties of the case CAS 2022/A/9076 in such respect, informed the Parties *inter alia* that (i) it would be for the President of the CAS Appeals Arbitration Division, or her Deputy, to decide on the Second Appellant’s time limit to file his Appeal Brief and the number of arbitrators dealing with the case CAS 2022/A/9076, and (ii) the Second Appellant’s request for document production would be referred to the Panel, once constituted. In addition, the CAS Court Office invited the Respondent to present its position on the Second Appellant’s request for provisional measures by 12 August 2022 at 12:30 CET, in light of the amendment to the request for provisional measures filed by the Second Appellant.
39. Also on 11 August 2022, the CAS Court Office informed the parties of the case CAS 2022/A/9055 that the Deputy President of the CAS Appeals Arbitration Division had decided to submit the dispute to a Sole Arbitrator. Additionally, it also invited the parties to such proceedings to inform the CAS Court Office whether they agreed to the consolidation of said proceedings with the case CAS 2022/A/9076.
40. On the same date, the CAS Court Office informed the parties of the case CAS 2022/A/9076 that the Deputy President of the CAS Appeals Arbitration Division had decided to submit the dispute to a Sole Arbitrator and to grant a 10-day extension to the Second Appellant to file his Appeal Brief. Additionally, it also invited the parties to such proceedings inform the CAS Court Office whether they agreed to the consolidation of said proceedings with the case CAS 2022/A/9055.
41. On the same date, the First Appellants informed the CAS Court Office that they agreed to consolidate the proceedings CAS 2022/A/9055 and CAS 2022/A/9076.
42. On 12 August 2022, the Deputy President of the CAS Appeals Arbitration Division rendered an Order on Request for Provisional Measures in the case CAS 2022/A/9076, which in its pertinent part reads as follows:
- “The Deputy President of the Appeals Arbitration Division of the Court of Arbitration for Sport, ruling in camera, decides that:*
1. *The application for provisional measures filed by Richmond Lamptey on 2 August 2022 in the matter CAS 2022/A/9076 Richmond Lamptey v. Ghana Football Association is granted.*

2. *The decision rendered by the Ghana Football Association's Appeals Committee on 13 July 2022 is stayed.*
 3. *The suspensions imposed on Mr Richmond Lamptey are lifted with immediate effect.*
 4. *The costs of the present order shall be determined in the final award or in any other final disposition of this arbitration."*
43. Also on 12 August 2022, the Respondent requested "*a retraction and quashing*" of the Order on Request for Provisional Measures in the case CAS 2022/A/9076.
 44. On the same date, the Second Appellant requested the CAS Court Office to order the Respondent to submit several additional documents not provided to him, and accepted the consolidation of the proceedings CAS 2022/A/9055 and CAS 2022/A/9076.
 45. Also on the same date, the Respondent communicated to the CAS Court Office, within the case CAS 2022/A/9076, that it would only consent to the consolidation of the proceedings in the event that the cases were heard by a three-member Panel.
 46. On 15 August 2022, the CAS Court Office rejected the Respondent's request for retraction and quashing of the Order on Request for Provisional Measures in the case CAS 2022/A/9076. In addition, it also informed the Parties that the issue regarding the request for document production would be referred to the Sole Arbitrator, once appointed, as the "*competence to deal with such request (document production) rests solely with the Sole Arbitrator in accordance with Article R57 para. 3 in conjunction with Article R44.3 para. 1 of the CAS Code*" and that the disagreement on the consolidation of proceedings would be referred to the President of the CAS Appeals Arbitration Division.
 47. Also on 15 August 2022, the Second Appellant requested the CAS Court Office to suspend the time limit to file his Appeal Brief until the Sole Arbitrator dealt with the request for document production.
 48. Also on 15 August 2022, the Respondent sent a letter to the CAS Court Office attaching several files requested by the Second Appellant and informed that the "*Witness Statement of Richmond Lamptey*" would be subsequently sent "*once our clients (sic) confirms that one was filed on his behalf*". On the same date, the CAS Court Office, in light of the Respondent's production of documents, invited the Second Appellant to inform whether he wished to uphold his request for a suspension of the case CAS 2022/A/9076. In addition, the CAS Court Office also informed that the Second Appellant's deadline to file his Appeal Brief was suspended until further notice from the CAS Court Office.
 49. Also on 15 August 2022, the Second Appellant informed the CAS Court Office that the documents provided that day by the Respondent were already in the Second Appellant's possession and therefore reiterated his request for production of documents. For this reason, the Second Appellant maintained his request for the suspension of the deadline to file his Appeal Brief until the Sole Arbitrator was appointed. On the same date, the Respondent confirmed to the CAS Court Office that the GFA did not have a witness

statement of Mr. Lamptey. However, the GFA submitted a statement of defense signed by Mr. Lamptey and one from club Inter Allies on his behalf.

50. Also on 15 August 2022, the CAS Court Office invited the First Appellants to inform the CAS Court Office whether they maintained their request for document production.
51. On 16 August 2022, the CAS Court Office invited the Respondent to comment on the Second Appellant's request for document production and suspension and also informed that in case the Respondent objected to such production, the issue would be referred to the Sole Arbitrator, once appointed, for a decision in accordance with Article R44.3 of the Code. In addition, the CAS Court Office also informed that once the Respondent had submitted its related comments, the issue of suspension would be referred to the President of the Appeals Arbitration Division, or her Deputy, for a decision.
52. On 16 August 2022, the Respondent communicated to the CAS Court Office that it had no objection to produce the documents requested by the Second Appellant, as a similar request had been submitted by the First Appellants in the proceedings CAS 2022/A/9055, and sent 7 pen drives with the information requested.
53. On 17 August 2022, in light of the production of additional documentation by the Respondent, the CAS Court Office invited the Second Appellant to inform whether he wished to uphold his request for a suspension of the proceedings.
54. On 18 August 2022, the CAS Court Office communicated to the Parties that (i) the proceedings CAS 2022/A/9055 and CAS 2022/A/9076 were consolidated in accordance with Article R52.5 of the Code of Sports-related Arbitration (the "CAS Code") and (ii) that the Deputy President of the CAS Appeals Arbitration Division had confirmed the decision to submit these cases to a Sole Arbitrator.
55. On 19 August 2022, the Second Appellant confirmed his request for suspension of the deadline to file his Appeal Brief.
56. On 20 August 2022, the First Appellants informed the CAS Court Office that the Match Commissioner's Report, the Referee Report and some of the charge sheets of several players had not been provided by the Respondent. Therefore, the First Appellants maintained their request for document production.
57. On 22 August 2022, the CAS Court Office informed the Parties that in light of the Appellants' request to maintain their request for production of documents, the deadline of the First Appellants and the Second Appellant to file their respective Appeal Briefs remained suspended until the Sole Arbitrator ruled on the request for document production.
58. Also on 22 August 2022, the Respondent sent to the CAS Court Office (i) the Match Commissioner Report and the Referee Report, (ii) the audio recording of the Second Appellant's appearance before the GFA DC and the videos of the Match and (iii) the charge sheets of players Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Paul Are De Vries, Isah Ali and Abdul Kadir Mohammed. In addition,

the Respondent informed that it did not have the witness statements requested by the Appellants. In view of it, the CAS Court Office lifted the Appellants' deadline to file their Appeal Briefs.

59. On 29 August 2022, the First Appellants requested for an extension of the deadline to file their Appeal Brief. On the same date, the CAS Court Office invited the Second Appellant and the Respondent to comment on the request for term extension to file the Appeal Brief.
60. Also on 29 August 2022, the Second Appellant requested for an extension of the deadline to file his Appeal Brief. On the same date, the Respondent communicated to the CAS Court Office that it did not object to the term extension requested by the First Appellants.
61. On 30 August 2022, the CAS Court Office invited the First Appellants and the Respondent to comment on the request for term extension to file the Appeal Brief made by the Second Appellant.
62. On 5 September 2022, the CAS Court Office noted that no objection had been presented to the First Appellants and Second Appellant's requests for term extension to file their Appeal Briefs and therefore granted it.
63. On 28 September 2022, the Second Appellant requested the Respondent to provide the "*video of the GFA Disciplinary Committee and or/Appeals Committee when deciding on the matter*". In addition, he also requested a suspension of the deadline to file his Appeal Brief until a decision had been made on such request and to be granted a 7-day extension of the time limit to file the Appeal Brief.
64. On 29 September 2022, the CAS Court Office invited the Respondent to file the video requested by the Second Appellant, or state the reasons of its objection, and also informed that Mr. Lamptey's deadline to file his Appeal Brief was suspended until further notice from the CAS Court Office.
65. Also on 29 September 2022, the First Appellants noted that there was a "*video of the GFA Disciplinary Committee and or/Appeals Committee deciding on the matter*" and therefore also requested its production to the file. In addition, the First Appellants requested a suspension of the deadline to file their Appeal Brief until a decision had been made on such request and to be granted a 7-day extension of the time limit to file the Appeal Brief, once such deadline started running again. On the same date, the CAS Court Office informed that the First Appellants' deadline to file their Appeal Brief was also suspended until further notice from the CAS Court Office.
66. On 3 October 2022, the Respondent objected to the First Appellants and the Second Appellant's request to produce the "*video of the GFA Disciplinary Committee and or/Appeals Committee deciding on the matter*" as it affirmed that such video did not exist.

67. Also on 3 October 2022, the CAS Court Office noted the Respondent's objection and informed the Parties that the Appellants' deadlines to file their respective Appeal Briefs remained suspended until further notice from the CAS Court Office.
68. On 4 October 2022, on behalf of the Deputy President of the CAS Appeals Arbitration Division, the CAS Court Office informed the Parties that the Panel appointed to decide the present dispute had been constituted as follows:
- Sole Arbitrator: Mr. Jordi López Batet, Attorney-at-law in Barcelona, Spain.
69. On 24 October 2022, on behalf of the Sole Arbitrator, the CAS Court Office invited the Appellants to indicate which documents from their requests for document production had not yet been provided by the Respondent and to explain (i) why such documents were in the Respondent's custody and (ii) why they were likely to exist and be relevant to the dispute at hand. In addition, the CAS Court Office also informed that the deadline for the Appellants to file their respective Appeal Briefs remained suspended.
70. On 31 October 2022, the First Appellants and the Second Appellant communicated to the CAS Court Office that they were in possession of the complete case file, but both reserved the possibility to amend/supplement their respective submissions in case the Respondent filed additional documents.
71. On 1 November 2022, the CAS Court Office informed the Parties that as the Appellants were in possession of the complete case file, the deadline to file their respective Appeal Briefs was lifted with immediate effect.
72. Also on 1 November 2022, the Second Appellant requested for a final extension of the deadline to file his Appeal Brief until 9 November 2022. On the same date, the CAS Court Office invited the First Appellants and the Respondent to inform whether they agreed to the term extension requested by the Second Appellant and suspended the Second Appellant's deadline to file his Appeal Brief until further notice from the CAS Court Office.
73. Also on 1 November 2022, the First Appellants filed their Appeal Brief.
74. On 3 November 2022, the Second Appellant filed his Appeal Brief.
75. On 21 November 2022, the Respondent filed two separate Answers to the respective Appeal Briefs filed by the Appellants, seeking the same following relief:
- "WHEREFORE, the GFA respectfully requests that the CAS reject the instant appeal and that the instant appeal and affirm the decision of the Appeals Committee of the Ghana Football Association which affirmed the Decision of the Disciplinary Committee dated 16th of May 2021."*
76. On 28 November 2022, the CAS Court Office acknowledged receipt of the Respondent's Answer Briefs and invited the Parties to inform whether they preferred a hearing to be held in this matter or for the Sole Arbitrator to issue an Award based solely on the Parties' written submissions.

77. On 29 November 2022, the Respondent expressed its preference for the Sole Arbitrator to issue an Award based solely on the Parties' written submissions.
78. On 29 November 2022, the First Appellants and the Second Appellant expressed their preference for a hearing being held in this case. In this respect, the First Appellants proposed that the hearing be held in Ghana or, alternatively to hold it by videoconference.
79. On 6 December 2022, the CAS Court Office informed the Parties that in light of their disagreement on the hearing matter, it would be for the Sole Arbitrator to decide whether he deemed a hearing necessary, in accordance with Article R57 of the CAS Code.
80. On 9 December 2022, the First Appellants filed a decision of the GFA AC dated 15 November 2022 that they considered relevant for the file.
81. On 13 December 2022, the CAS Court Office invited the Respondent to comment on the First Appellants' production of new evidence, to which the Respondent objected on 16 December 2022.
82. On 19 December 2022, the CAS Court Office informed the Parties that the Sole Arbitrator had decided to hold a hearing in this case and invited the Parties to specify some issues on the hearing, in order for the Sole Arbitrator to determine the format and length of the hearing.
83. On 20 December 2022, the CAS Court Office informed the Parties that the Sole Arbitrator, pursuant to Article R56 of the CAS Code, had decided to admit the Decision passed by the GFA AC on 15 November 2022 to the file, as such decision was dated after the submission of the Appeal Brief and may be relevant to the case, without prejudice of its probatory value.
84. On 8 February 2023, the CAS Court Office informed the Parties that the hearing would be held by videoconference.
85. On 10 February 2023, after consulting the Parties on their availabilities, the CAS Court Office informed the Parties that the hearing would take place on 22 March 2023 by videoconference.
86. On 2 March 2023, the CAS Court Office informed the Parties that it had received the Order of Procedure signed by the Respondent and the First Appellants.
87. On 3 March 2023, the CAS Court Office informed the Parties that it had received the Order of Procedure signed by the Second Appellant.
88. On 22 March 2023, a hearing was held by videoconference in these proceedings. The Sole Arbitrator, Ms. Delphine Deschenaux-Rochat, CAS counsel, and the following persons attended the hearing:
 - For the First Appellants:
 - Mr. Roy Vermeer – Legal counsel

- Mr. Yussif Alhassan Chibsah – PFAAG representative
 - Mr. Anthony Baffoe – PFAAG representative
 - Mr. Mohammed Zakari
 - Mr. Amos Kofi Nkrumah
 - Mr. Solomon Afriyie
 - Mr. Taufiq Shaibu
 - Mr. Frank Akoto
 - Mr. Amos Addai
 - Mr. Eric Esso
 - Mr. Isaac Opoku Agyemang
 - Mr. Stephen Owusu Banahene
 - Mr. Emmanuel Owuso
 - Mr. Alex Aso
 - Mr. Empem Dacosta
 - Mr. Kwame Moses
 - Mr. Paul Asare de Vries
 - Mr. Isah Ali
 - Mr. Fard Ibrahim
 - Mr. Samed Mohammed
- For the Second Appellant:
 - Mr. Nilo Effori – Legal counsel
 - Mr. Richmond Lamptey
 - Ms. Buse Sözeni
 - Mr. Andres Isaza Olarte
 - For the Respondent:
 - Ms. Naa Odofoley Nortey – Legal counsel

After the Parties' opening statements, the Parties made their respective closing statements and a turn for rebuttal was also granted to them. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing all the Parties expressly declared that they did not have any objections with respect to how the procedure was conducted.

IV. SUBMISSIONS OF THE PARTIES

89. The following summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding upon the Parties' claims, the Sole Arbitrator has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific reference to those submissions in this section of the Award or in the legal analysis that follows.

A. FIRST APPELLANTS

90. The First Appellants' submissions, in essence, may be summarized as follows:

- (i) The GFA DC and AC Decisions shall be declared null and void as several procedural violations in relation with the First Appellants' rights to due process and to be heard have taken place:
- A considerable number of players were not informed about the commencement of the disciplinary proceedings, and others were lately informed.
 - Players Alex Aso, Abdul Kadir Mohammed and Isah Ali were not even formally charged.
 - The First Appellants were not provided with the complete case file relied upon by the GFA DC and the GFA AC in due time.
 - The arguments adduced by the First Appellants to the GFA AC and their request for stay of the GFA DC Decisions were not addressed in the Appealed Decision. The First Appellants' right to a reasoned decision was thus violated.
 - When the First Appellants were questioned by the GFA Investigation Team, they were neither informed that they could be facing disciplinary action nor that they could be represented by a lawyer and that their statements could be used against them.
 - The Appealed Decision was never formally communicated to the First Appellants, thereby constituting a violation of Article 43.1 of the GFA Disciplinary Code.
- (ii) The Respondent's allegations regarding the purported lack of response to the count and the charges of some players are incorrect since (i) players Amos Addai, Amos Kofi Nkrumah, Dacosta Empem, Emmanuel Owusu, Eric Easo, Frank Akoto, Isaac Opoku Agyemang, Mohammed Bailou, Moses Kwame, Samed Mohammed, Solomon Afriyie and Stephen Owusu Banahene either presented their written statements to the GFA Investigation Team and/or filed a legal defence to the GFA DC and (ii) those players that did not lodge a defence were either not adequately notified and therefore unable to respond or they appeared at the hearing and denied their involvement in match-fixing.
- (iii) In accordance with Article 34.5 of the GPLR, the Respondent has the burden of proof to establish (i) that the match was fixed and (ii) that any of the First Appellants "*instigates, commands, counsels, solicits, procures, or in any manner purposely aids, facilitates, encourages or promotes the playing of a fixed match.*" Neither the GFA DC Decisions nor the Appealed Decision refer to particular acts or omissions of the First Appellants related to match-fixing that can be the basis for sanctioning them. The First Appellants are not contesting, nor acknowledging, that the Match was fixed. What the First Appellants refute is that they were involved in a match-fixing scheme. The First Appellants had no knowledge on the Match being fixed and the Respondent failed to present concrete and conclusive evidence that clearly demonstrates the active involvement of each individual player in the match-fixing

practice. Therefore, the First Appellants shall be acquitted from the match-fixing related sanctions imposed on them.

- (iv) With regard to player Fard Ibrahim, he was imposed an additional 12-month sanction by the GFA disciplinary bodies for an alleged breach of Article 26.1 of the GFA Code of Ethics. However, violations concerning the Code of Ethics can only be judged by the GFA Ethics Committee according to Article 30 of the GFA Code of Ethics. Therefore, this additional sanction was imposed by disciplinary bodies without jurisdiction in this matter and consequently shall be declared null and void. In any event, the mere fact that the player had a betting application on the phone does not constitute a violation of Article 26.1 of the GFA Code of Ethics.
- (v) Concerning player Samed Mohammed, he was treated by the GFA DC and the GFA AC differently than other players that would have allegedly committed the same violation. Player Samed Mohammed was charged with three counts: violation of Article 12 par. 1 lit. b. of the GFA Disciplinary Code, Article 34.6 d) of the GPLR and Article 34.5 a) of the GPLR. However, as it can be seen in the Ashantigold GFA DC Decision, this player was not found guilty of breaching Article 12.1 b) of the GFA Disciplinary Code and Article 34.6 d) GPLR although he would have allegedly insulted the Inter Allies coach. Despite having only violated Article 34.5 GPLR, a 30-month sanction was imposed on him while the other Appellants were imposed a 24 month-sanction for the same violation without any justification. Therefore, this additional part of the sanction imposed on him shall be also eliminated. For the avoidance of doubt, the player also refutes having insulted Inter Allies' coach.
- (vi) The 24-month additional sanction imposed on Ashantigold players Paul Asare de Vries, Emmanuel Owusu, Amos Addai and Mohammed Bailou for failing to appear before the GFA DC has no legal grounds and is against the principle of equal treatment. There is no provision in the GFA regulations that foresees that such non-appearance may be considered an aggravating circumstance to increase a sanction. In any event, players Owusu, Addai and Bailou were not invited to attend the hearing before the GFA DC and player Asare de Vries never received the charge sheet and only was told about the hearing in the morning of the day of the hearing and could not attend. Moreover, players of Inter Allies that did not appear at the GFA DC hearing and were charged with the same count were only sanctioned with a 24-month ban, which implies an unequal treatment for the aforementioned players of Ashantigold. Therefore, this additional ban shall be also removed.
- (vii) In the unlikely event that the Sole Arbitrator determines that the First Appellants committed the abovementioned disciplinary violations, the sanctions imposed on them are disproportionately severe and shall be reduced accordingly.

91. The First Appellants' prayers for relief are as follows:

"8.1 The Appellants are respectfully requesting the Court of Arbitration for Sport:

a) To set aside the decisions.

- b) *To acquit the Appellants from any violations of the relevant rules and regulations of the GFA.*
- c) *To annul the bans imposed on the Appellants or, in the alternative, to reduce the bans imposed on them.*
- d) *To condemn the Respondent to pay the entire CAS administration costs and the arbitration fees and to reimburse the Appellants of any and all expenses they incurred in connection with this procedure and the procedures in front of the bodies of the GFA and to award them a contribution towards their legal costs.”*

B. SECOND APPELLANT

92. The Second Appellant’s submissions, in essence, may be summarized as follows:

- (i) Mr. Lamptey was charged for allegedly breaching Article 34.6 d) GPLR, as well as Articles 26.1 and 26.2 of the GFA Code of Ethics, but was finally sanctioned for violating a different provision (Article 34.5 GPLR). Therefore, the Second Appellant has been sanctioned for violating an article that he was not charged with.
- (ii) Although the Inter Allies GFA DC Decision and the Appealed Decision do not address the basis for the violation of Article 34.6 d) GPLR, Mr. Lamptey denies having breached such provision. The Respondent has not discharged the burden of proving to the standard of comfortable satisfaction that the Second Appellant committed such violation.
- (iii) Even if the Inter Allies GFA DC Decision and the Appealed Decision do not address the basis for the violation of Articles 26.1 and 26.2 of the GFA Code of Ethics, Mr. Lamptey also refuses having infringed these articles. There is no evidence to conclude that the Second Appellant participated in betting contrary to such articles. On the contrary, the Prosecutor in the GFA investigations admitted that he had no concrete evidence against Mr. Lamptey on it. In any case, the GFA DC was not competent to deal with such matter in accordance with Article 30 of the GFA Code of Ethics. Therefore, the charges attributed to Mr. Lamptey under Articles 26.1 and 26.2 of the GFA Code of Ethics shall be dismissed.
- (iv) The Respondent, who had the burden of proof to establish that Mr. Lamptey was involved in any of the match-fixing situations outlined in Article 34.5 GPLR, failed to discharge it.

Even if the GFA could have evidence that the Match was fixed, it could not be presumed that the Second Appellant’s participation in the Match automatically entails his involvement in the manipulation or any other violation of fair play principles without specific supporting evidence. To sanction a player for match-fixing it shall be proved that his individual conduct has influenced the match manipulation. Neither the Match Commissioner Report, nor the Referee Report nor the Sportradar Report make a sole reference to Mr. Lamptey’s involvement in any match-fixing practice. The GFA Report has no evidence against Mr. Lamptey either. Therefore, is no concrete evidence that demonstrates Mr. Lamptey’s individual involvement in match-fixing.

93. The Second Appellant sought the following relief:

“119. In view of the foregoing, Richmond Lamptey respectfully requests the CAS to rule as follows:

- I. The present appeal filed by Richmond Lamptey is upheld.*
- II. The Challenged Decision and consequently the Disciplinary Committee Decision are annulled.*
- III. Ghana Football Association shall reimburse Qatar Sports Club (sic) for the legal and other costs incurred in connection with arbitration procedure.”*

C. RESPONDENT

94. The Respondent’s submissions to contest the First Appellants’ arguments may be in essence summarized as follows:

- (i) The First Appellants’ charge sheets were duly served to them and they were given the opportunity to respond to the charges, which the First Appellants failed to do. The First Appellants had the burden of proving that they did not receive the charge sheets but failed to do so. In addition, the First Appellants were invited to participate in the GFA DC hearing. All of them (with the exception of players Owusu, Addai and De Vries) appeared and made themselves available for the hearing.

Therefore, the assertions made by the First Appellants that their right to due process was violated lacks merit and shall not serve as a basis to set aside the Appealed Decision.

- (ii) The First Appellants were found guilty of the match-fixing related violations because they failed to deny the factual basis of their charges before the GFA DC and there was admissible evidence that established to the comfortable satisfaction of the GFA that they were involved in a match-fixing practice.

The First Appellants acted in coordination with their clubs’ superiors to predetermine the outcome for the Match and played in a manner that guaranteed the arranged score line. It has been established that Mr. Seth Osei, player of Ashantigold, told Messrs. Richmond Lamptey and Fard Ibrahim, players of Inter Allies, that Ashantigold entire playing body was involved in a conspiracy to fix the Match in accordance with their superiors’ instructions, and that he was under the reasonable belief that the entire playing body of Inter Allies had also been counselled to fix the Match. In addition, the Inter Allies’ players’ lack of competitiveness in the Match was evident, and the First Appellants also failed to report prior to the start of the Match what they knew about it.

- (iii) The Appealed Decision’s finding that the Match was fixed as defined by Article 34.5 GPLR is not in dispute since neither party expressly contested such finding.
- (iv) Player Fard Ibrahim violated Article 26.1 of the GFA Code of Ethics and the GFA DC was competent to sanction him.

There is admissible evidence indicating that Fard Ibrahim made multiple bets on games other than the Match, and Article 52 of the GFA Disciplinary Code grants the GFA DC a residual jurisdiction to sanction such violation. In accordance with Article 30 of the GFA Code of Ethics, the GFA Ethics Committee had no jurisdiction to adjudicate on the player's breaches of the GFA Code of Ethics.

- (v) There is admissible evidence in the file indicating that player Samed Mohammed insulted Inter Allies' coach and therefore he was correctly sanctioned for a violation of Article 34.6 d) GPLR.
- (vi) With regard to players Paul Asare de Vries, Emmanuel Owusu, Amos Addai and Mohammed Bailou (which failed to appear before the GFA DC), the sanction imposed on them is consistent with Articles 20 and 18.3 of the GFA Disciplinary Code, which enable to sanction such players for failing to cooperate. These players were not treated unequally compared to other players of Inter Allies who failed to appear before the GFA DC, precisely because these four players are not players of Inter Allies but of Ashantigold, so their involvement in the conspiracy to fix the Match with their club's superiors was different. In addition, the sanctions imposed on these players are proportional in light of their conduct before and during the Match.

95. The Respondent's submissions to contest the Second Appellant's arguments may be in essence summarized as follows:

- (i) The GFA disciplinary bodies had jurisdiction to impose a sanction for a violation of Articles 26.1 and 26.2 of the GFA Code of Ethics, for the reasons already summarized in point 94 (iv) of this award.
- (ii) Mr. Lamptey violated Articles 26.1 and 26.2 of the GFA Code of Ethics. The Respondent relies to such purpose on player Hashmin Musah's testimony which affirmed that player Mohammed Zakari told him that he saw Mr. Lamptey giving a white paper to Nii Amoah and saying that if the Match ended with the correct score of 5-1 then he should call the number of the sheet of paper for the person to take a bet for him. This is not mere hearsay as Mr. Zakari recounted in his testimony what he saw and heard from personal knowledge.
- (iii) Mr. Lamptey also violated Art. 34.5 GPLR as he (i) knew that the Match was fixed, (ii) failed to inform about it and (iii) instructed a third party to place a bet on the Match on his behalf.

V. JURISDICTION

96. Article R47 of the CAS Code provides the following:

"An 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. [...]”

97. Article 48 of the GFA Disciplinary Code reads as follows:

*“48. Court of Arbitration for Sport (CAS)
Decisions passed by the Disciplinary and Appeal Committees may be appealed against before CAS, subject to the provisions of this Code and articles 57 and 58 of the FIFA Statutes.”*

98. Articles 61 and 62 of the GFA Statutes read as follows:

“61 Arbitration

1 Disputes in GFA or disputes affecting Members of GFA, Leagues, members of Leagues, Clubs, members of Clubs, Players and Officials shall not be submitted to Ordinary Courts, unless the FIFA regulations, these Statutes or binding legal provisions specifically provide for or stipulate recourse to Ordinary Courts.

2 Such disputes as specified in paragraph 1 shall be taken before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland.

62 Jurisdiction

1 Recourse may only be made to an Arbitration Tribunal once all internal channels of GFA have been exhausted.

[...]”

99. The Sole Arbitrator notes that (i) the GFA Disciplinary Code and the GFA Statutes stipulate that decisions of the kind involved herein are appealable to CAS and (ii) none of the Parties has objected CAS jurisdiction to deal with this case and all of them signed the respective Order of Procedure.

100. Therefore, in accordance with article R47 of the CAS Code and the provisions cited above, CAS has jurisdiction to decide the present matter.

VI. ADMISSIBILITY

101. Article R49 of the CAS Code provides as follows:

“In 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.”

102. The First Appellants submitted their Statement of Appeal on 25 July 2022, whereas the Second Appellant lodged it on 2 August 2022. The Appealed Decision is dated 13 July 2022. Therefore, both Statement of Appeals were filed within the 21-day deadline established in the CAS Code. The Appellants also complied with the requirements of Articles R48 and R64.1 of the CAS Code.

103. It follows that the appeals are admissible.

VII. APPLICABLE LAW

104. Article R58 of the CAS Code reads as follows:

“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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

105. The appeals are directed against a decision issued by the GFA AC which sanctions several players for the breach of several GFA regulations, which shall thus be considered the “applicable regulations” in the sense of Article R58 of the CAS Code. All the Parties to these proceedings have referred to the applicability of such regulations in their respective submissions.

106. Taking the aforementioned into account, the GFA regulations shall apply primarily to this case. Ghanaian law, being the law of the country in which the GFA is domiciled, may apply on a subsidiary if and where required.

VIII. MERITS

A. INTRODUCTION. SCOPE OF THE APPEAL

107. Before specifically addressing the merits of the case, the Sole Arbitrator shall briefly make reference to the scope of the present appeal.

108. The Sole Arbitrator shall firstly point out that the Appealed Decision, which rejects the appeals filed by the Appellants in due time against the GFA DC Decisions and confirms them, imposes sanctions on the First Appellants and the Second Appellant. The operative part of the GFA DC Decisions (subsequently confirmed by the Appealed Decision) is summarized in the following chart:

Player	Sanction imposed	Legal basis for the sanction
Alex Aso	Ban for 24 months	Art. 34.5(d) (i) GPLR
Felix Abuska	Ban for 24 months	Art. 34.5(d) (i) GPLR
Mohammed Zakari	Ban for 24 months	Art. 34.5(d) (i) GPLR
Shaibu Taufiq	Ban for 24 months	Art. 34.5(d) (i) GPLR
Fard Ibrahim	Ban for 36 months	Art. 34.5(d) (i) GPLR Placing bets on multiple matches and competitions
Richard Acquaaah	Ban for 24 months	Art. 34.5(d) (i) GPLR
Eric Esso	Ban for 24 months	Art. 34.5(d) (i) GPLR
Amos Kofi Nkrumah	Ban for 24 months	Art. 34.5(d) (i) GPLR
Stephen Owusu Banahene	Ban for 24 months	Art. 34.5(d) (i) GPLR

Kwame Moses	Ban for 24 months	Art. 34.5(d) (i) GPLR
Empem Dacosta	Ban for 24 months	Art. 34.5(d) (i) GPLR
Frank Akoto	Ban for 24 months	Art. 34.5(d) (i) GPLR
Isaac Opoku Agyemang	Ban for 24 months	Art. 34.5(d) (i) GPLR
Solomon Afriyie	Ban for 24 months	Art. 34.5(d) (i) GPLR
Mohammed Bailou	Ban for 48 months	Art. 34.5(d) (i) GPLR Failing to appear before the GFA DC
Emmanuel Owuso	Ban for 48 months	Art. 34.5(d) (i) GPLR Failing to appear before the GFA DC
Samed Mohammed	Ban for 30 months	Art. 34.5(d) (i) GPLR
Paul Asare de Vries	Ban for 48 months	Art. 34.5(d) (i) GPLR Failing to appear before the GFA DC
Amos Addai	Ban for 48 months	Art. 34.5(d) (i) GPLR Failing to appear before the GFA DC
Abdul Kadir Mohammed	Ban for 24 months	Art. 34.5(d) (i) GPLR
Isah Ali	Ban for 24 months	Art. 34.5(d) (i) GPLR
Richmond Lamptey	Ban for 30 months	Art. 34.5(d) (i) GPLR

109. The Sole Arbitration also notes that the Appealed Decision also imposes sanctions on other individuals and corporate persons (the Clubs, some Clubs' officials, other players of the Clubs, coaches, team managers, etc.) that are not a party to these proceedings and that to the Sole Arbitrator's knowledge, decided not to appeal the Appealed Decision before the CAS.
110. Taking the aforementioned into account, the Sole Arbitrator shall clarify (i) that this Award only addresses the appeals filed by the First Appellants and the Second Appellant, which together with the Respondent will be bound by the decision that is taken by the Sole Arbitrator and (ii) that no pronouncement is made with respect to those third parties that were also sanctioned by the Appealed Decision and decided not to appeal against it before the CAS and on the effects that the Appealed Decision may have on these third parties.

B. ISSUES TO BE RESOLVED

111. The Sole Arbitrator notes that the appeals filed in these proceedings are mainly grounded on two main contentions: (i) violation of the First Appellants' right to due process and of their right to be heard in the proceedings of instance and (ii) lack of violation of any of the GFA provisions invoked to sanction them. On its part, the Respondent rejects any violation of procedural rights, asserts that the Appellants' violations have been duly established and requests the confirmation of the Appealed Decision and in consequence, of the sanctions imposed on the Appellants.
112. The Sole Arbitrator will address these matters in the following paragraphs of this Award.

i. The alleged violation of the First Appellants' rights in the proceedings of instance

113. As mentioned above, the First Appellants submit that the GFA disciplinary bodies violated their right to be heard and their right to due process in the proceedings of instance, and consequently claim that the Appealed Decision shall be set aside .
114. In this respect, the Sole Arbitrator shall firstly refer to Article R57 of the CAS Code, which in the pertinent part stipulates that *“The Panel has full power to review the facts and the law. It may issue a new decision which replaces the decision challenged or annul the decision and refer the case back to the previous instance”* and to the CAS consistent jurisprudence on the *de novo* power of review arising out of such provision, among others CAS 2008/A/1545 (*“CAS appeal arbitration procedure allows a full de novo hearing of a case with all due process guarantees, granting the parties every opportunity not only to submit written briefs and any kind of evidence, but also to be extensively heard and to examine and cross-examine witnesses or experts during the hearing”*), CAS 2009/A/1880 & 1881 (*“CAS appeals arbitration proceedings allow the parties ample latitude not only to present written submissions with new evidence, but also to have an oral hearing during which witnesses are examined and cross-examined, evidence is provided and comprehensive pleadings can be made”*), or CAS 2016/A/4377 (*“In other words, the Panel acts as if it were considering the question for the first time, affording no deference to the decisions below. This de novo review power of CAS panels is a hallmark of CAS arbitration guaranteeing procedural fairness to both sides in a dispute and permitting a CAS panel to consider all evidence anew”*) - emphasis added-.
115. In particular and bearing in mind the allegations made by the Appellants with regard to the potential violation of their procedural rights *in casu*, the Sole Arbitrator shall refer to several CAS awards that have established that procedural defects occurred in the previous instance can be cured in the CAS appeals procedure. *Inter alia*, reference shall be made to CAS 2016/A/4704 (*“[...] it is well established in CAS case law that procedural defects in the lower instances can be cured through the de novo hearing before CAS (see CAS 2015/A/4162 paras. 70 et seq., CAS 2014/A/3848 paras. 53 et seq., CAS 2013/A/3256 paras. 261 et seq. each with further references). In view of the above, the Panel holds that any possible procedural flaws in the proceedings before the FIFA DRC are cured in these de novo arbitration proceedings”*), CAS 2016/A/4387 (*“This full power of review means that procedural flaws, if any, in a first instance decision can often be cured by a CAS proceeding. In CAS 2008/A/1574, the Panel dealt with the meaning of a CAS Panel’s de novo powers and ruled that a de novo hearing is: “a completely fresh hearing of the dispute between the parties, any allegation of denial of natural justice or any defect or procedural error even in violation of the principle of due process which may have occurred at first instance whether within the sporting body or by the Ordinary Division CAS panel, will be cured by the arbitration proceedings before the appeal panel and the appeal panel is therefore not required to consider any such allegations [...] Accordingly, infringements on the parties’ right to be heard can generally be cured when the procedurally flawed decision is followed by a new decision, rendered by an appeal body which had the same power to review the facts and the law as the tribunal in the first instance and in front of which the right to*

be heard had been properly exercised”), or CAS 2017/A/5155 (“*Be that as it may, the whole purpose of Article 57 of the CAS Code giving a CAS panel power to review a case brought before it on a de novo basis means that procedural complaints of the kind ventilated on the Athlete’s behalf have no purchase. In 98/208 a CAS panel said at para 10 “the virtue of an appeal system which allows for a full re-hearing before an appellate body is that issues of the fairness or otherwise before the tribunal of first instance fade to the periphery”. The de novo hearing itself cures such procedural defects”*)-emphasis added-.

116. Taking the aforementioned into consideration, it is the Sole Arbitrator’s view after having conducted these proceedings that the First Appellants (and all the Parties to these proceedings) had ample opportunity to be heard at CAS and to defend their case with full guarantees. The First Appellants (i) filed before the CAS as many written submissions as they deemed necessary in accordance with the provisions of the CAS Code, (ii) submitted the evidence they deemed appropriate to defend their respective positions, (iii) made several requests for documents production that were granted by the CAS, (iv) submitted new documentary evidence after the Answer Briefs which was admitted to the file by the Sole Arbitrator pursuant to article R56 of the CAS Code and (v) could explain and develop their arguments (and contest those of the Respondent) without limitation in the hearing that was held in these proceedings, without any objection having been made by any of them as to the conduction of these proceedings at CAS.
117. In light of the foregoing, the potential infringement of the First Appellants’ rights that could have taken place in the previous instance can be cured (and have *in casu* been cured for the reasons set out above) in these CAS proceedings. This, together with procedural efficiency reasons and the nature of the matters in discussion herein, leads the Sole Arbitrator to directly address and take a decision on the merits of this case in this award based on the *de novo* power granted by Article R57 of the CAS Code, in line with other CAS decisions such as CAS 2009/A/1974 (“*the value and complexity of the dispute would not justify a referral of the case back to the RPFL Appeal Commission [...] reasons of procedural economy and legal arguments explained below speak in favour of CAS resolving finally the disciplinary aspect of the dispute between the Appellant and the Club*”) or CAS 2018/A/5864 (“*[...] The Sole Arbitrator notes that to send the matter back to the FIFA DC would only delay proceedings further and ask the FIFA DC to perform the task that the Sole Arbitrator himself is entitled, fully able and willing to do*”).
118. This makes it unnecessary and irrelevant to enter into (i) the issues raised by the First Appellants mentioned in section 90 (i) and (ii) of this award, (ii) the issues raised by the Respondent in sections 7.9 to 7.14 of the Answer Brief of the proceedings CAS 2022/A/9055 and (iii) any other issues related with violations of procedural rights potentially suffered by the Appellants in the proceedings of instance.

ii. The violations of the GFA regulations allegedly committed by the Appellants

a. The alleged violations of article 34.5 GPLR

119. In accordance with the Appealed Decision, all the Appellants were found to have infringed Article 34.5 GPLR and sanctions were imposed on them based on it. This article reads in the pertinent part as follows:

*“34. Offences by GFA officials, clubs, club officials and players etc.
[...]*

5. (a) Any GFA or club official, or club, or player or participant of a match who instigates, commands, counsels, solicits, procures, or in any manner purposely aids, facilitates, encourages or promotes the playing of a fixed match or a match of convenience involving his club, or involving other clubs, the result of which may in one way or the other, affect his club, commits a grievous offence and the offender shall be referred to the Disciplinary Committee for appropriate sanctions.

[...]

(d) Whenever the GFA or its Disciplinary Committee is satisfied that a fixed match or match of convenience has taken place between two clubs, the Committee shall in addition to any other sanctions provided under these Regulations, impose any of or a combination of any of the following sanctions on any club, official, member or player involved in the arrangement, preparation and/or playing of the fixed match, or match of convenience:

*A ban, either indefinitely or for a specific period
A fine to be determined by the Disciplinary Committee”*

120. The sanctions on the Appellants were imposed by the GFA disciplinary bodies. In this respect, the Sole Arbitrator shall note that in accordance with article 35.3 of the GFA Disciplinary Code, *“the standard of proof to be applied in GFA disciplinary proceedings is the comfortable satisfaction of the competent judicial body”*, and that pursuant to article 36 of the GFA Disciplinary Code, *“the burden of proof regarding disciplinary infringements rest on the Prosecution”*.

121. In light of the aforementioned provisions:

- (i) For the GFA disciplinary bodies to sanction the Appellants the way they did, both (a) the existence of a match-fixing scenario; and (b) the involvement of each Appellant in it need to be established to the comfortable satisfaction of the deciding body.

This has been in fact corroborated by the Parties’ conduct in the present proceedings, in the sense that a very important part of the allegations made by them have precisely to do with the element of “involvement”: the Appellants have extensively argued that the GFA failed to establish their specific and individual involvement in a match-fixing scheme (and thus that they should be acquitted from any sanction), while the Respondent has broadly alleged and intended to

establish that the Appellants were indeed involved in a match-fixing scenario (by being counselled by their clubs to play a fixed match, playing it with the knowledge that the result had been predetermined, playing the Match lackadaisically, etc.).

- (ii) The burden of proof to establish the aforementioned elements lies with the GFA.
122. These principle do not differ much from other match-fixing schemes already addressed in other CAS cases, such as CAS 2017/A/5338 (“[...] *the circumstance that a match is considered manipulated for betting purposes is only the first step in deciding whether a certain player or a certain club with comfortable satisfaction is to be considered directly or indirectly involved in such match manipulation.*”) or CAS 2018/A/6075 (“*the Panel, while it is satisfied that the evidence submitted proves that the match at stake was manipulated, it is not comfortably satisfied by the evidence brought forward by the Respondent that the Appellant was actually involved in manipulating the result of the Match*”).
123. The Respondent submits in this respect that there is enough admissible evidence to confirm to a comfortable satisfaction (i) the fact that the Match was fixed and (ii) the involvement of the Appellants in the match-fixing scheme. It holds this position essentially based on the Referee Report and the Match Commissioner Report, the video footage of the Match, the Sportradar Report, the GFA Report and the failure of some of the Appellants to deny the charges established on their charge sheets in the disciplinary proceedings of instance.
124. On the other hand, the Appellants basically focus their defense on the fact that the GFA failed to present concrete and conclusive evidence that clearly demonstrates the individual and specific involvement of each of the Appellants in a match-fixing practice related with the Match.
125. Taking the aforementioned into account, the Sole Arbitrator firstly addressed the issue of the manipulation of the Match, and after having analyzed the evidence brought to the proceedings, concluded to his comfortable satisfaction that the Match was manipulated.
126. The sequence of some “*surprising*” and “*strange*” (using the terminology respectively used in the Match Commissioner Report and the Referee Report) events that took place in the Match, together with the conclusions that can be extracted from the Sportradar Report (which probationary value has not been contested by any of the Parties), are convincing enough for the Sole Arbitrator to consider that the Match was somehow manipulated. In particular, the two own goals scored by player Hashmin Musah (who is not a party to these proceedings) on purpose at the end of the Match in extremely bizarre circumstances when the result of the Match was already 5-0, the extremely poor or at least strange performance of Inter Allies goalkeeper Danso Wiredu Mensah (who is not a party to these proceedings either) in the second and fourth goal of the Match and the considerations made in the Sportradar Report transcribed below are in the Sole Arbitrator’s view well compatible with a scenario of match-fixing (emphasis added):

“This match raises credible level of concern from an integrity perspective due to the strong betting for at least three goals to be scored in the match. Based on the information available, it is possible that both teams were involved in the potential manipulation of the match.”

Summary of Irregular Betting Activity

There was strong pre-match betting witnessed in the hour prior to kick-off for at least three goals to be scored in the match, with odds for this outcome decreasing significantly from opening levels. None of Ashanti Gold FC’s last six home matches and none of Inter Allies FC last five away matches had witnessed more than two goals, and therefore recent form could provide no mitigation.

In terms of team news, whilst Ashanti Gold FC and Inter Allies FC both made five changes from their previous respective matches, these changes are unable to explain the strong betting witnessed in the pre-match markets. In addition, neither side would have been objectively motivated for this match given that Ashanti Gold FC were mathematically safe from relegation, whilst Inter Allies FC were already confirmed as relegated. Nonetheless, that cannot explain the strong pre-match betting for at least three goals. [...]”

127. Having established that the Match was manipulated, the Sole Arbitrator shall face the “second step” in order to determine whether the Appellants are to be sanctioned individually, that is to say their actual involvement in the match-fixing scheme.
128. To this purpose, the Sole Arbitrator has examined all the evidence brought to these proceedings and has concluded that the individual involvement of each of the Appellants in the manipulation of the Match cannot be deemed proven to his comfortable satisfaction for the following reasons:
 - a. Neither the Match Commissioner Report nor the Referee Report make any reference to any of the Appellants, and only addresses the conduct of player Hashmin Musah, who deliberately scored two own goals against his team but is not a party to these proceedings.
 - b. The Match video footage does not reveal in the Sole Arbitrator’s view that any of the Appellants committed any of the acts proscribed by Article 34.5 GPLR.

Unlike the conduct of some players – who are not parties to the present proceedings – which may lead to suspicion, in the opinion of the Sole Arbitrator there are no sufficient elements in the Match video footage to conclude that any of the Appellants was effectively involved in match manipulation. It cannot be ruled out that the Appellants, or another and more talented/stronger players than the Appellants, in one or more of the situations of the Match, might have acted differently and probably more efficiently. However, the Sole Arbitrator does not find that it can be established *in casu* with comfortable satisfaction that the conduct of any of the Appellants in any of the situations of the Match is to be linked to other considerations which are incompatible with the principles of fair play.

In other words, the Sole Arbitrator concludes that the Match video footage does not provide concrete and clear evidence that could accredit a manipulation of the Match by any of the Appellants.

- c. The Sportradar Report, together with the evidence cited above, led the Sole Arbitrator to conclude that the Match was manipulated. However, as mentioned in CAS 2017/A/5338, the circumstance that a match is considered manipulated for betting purposes is only the first step in deciding whether a certain player or a certain club with comfortable satisfaction is to be considered directly or indirectly involved in such match manipulation.

In analysing the Sportradar Report, the Sole Arbitrator observes that, while it refers to the performance of some players – who are not parties to the present proceedings – it makes no reference to any of the Appellants and to their involvement in purported match manipulation acts. Therefore, the content of the Sportradar Report cannot be deemed as having evidentiary value to support any specific wrongdoing of the Appellants, basically because they are not even cited in the report.

- d. The GFA Report does not serve, in the Sole Arbitrator's view, to prove to his comfortable satisfaction that the Appellants were involved in a match-fixing scenario.

First of all, 17 out of the 22 players who have challenged the Appealed Decision before the CAS are not even mentioned in such report when alleged match-fixing conducts are described, so it is not possible to infer from the report any detrimental consequence on them. Secondly, with regard to the remaining 5 players expressly mentioned in the report when match-fixing related facts are explained (Fard Ibrahim, Mohammed Zakari, Richard Acquah, Alex Aso and Richmond Lamptey), none of the allusions made to them in the report constitutes conclusive evidence when it comes to the matter of establishing a link between the concrete conduct of such players and the manipulation of the Match.

- e. The fact, embodied in the GFA Report, that right before the Match, the fans of Ashantigold were chanting a scoreline of 5-1 against their club contributes to confirm the Sole Arbitrator's understanding that the Match was manipulated, but does not prove to his comfortable satisfaction the actual involvement of any of the Appellants in a match-fixing scenario.
- f. With regard to the specific case of the Second Appellant, the evidence made available in the file does not suffice, in the Sole Arbitrator's view, to conclude to his comfortable satisfaction that he carried out any specific act or omission that can be embodied within the framework of Article 34.5 GPLR.

The Sole Arbitrator firstly notes that Mr. Lamptey admitted in the written statement filed before the GFA that the evening before the Match, Ashantigold's player Gockel Ahortor called him to say that the Match had been placed on bet at 5-1 score,

and that on the day of the Match, player Seth Osei approached him to tell “*whether our people had told us anything or not*”. However, in the Sole Arbitrator’s view these isolated events cannot qualify as an instigation, command, counsel, solicitation, procurement, aid, facilitation, encouragement or promotion by Mr. Lamptey of a fixed match (in other words, a violation of Article 34.5 GPLR).

Secondly, the Sole Arbitrator finds that the conduct of Mr. Lamptey described in the GFA Report and in the Inter Allies GFA DC Decision is merely based on unproven statements made by player Hashmin Musah, who is not a party to these proceedings (“*he [Hashmin Musah] indicated that Mohammed Zakari [...] told him that he saw Richmond Lamptey giving a white paper to Nii Amoah (a volunteer of Inter Allies FC who traveled with the team to Oboasi) and said that if the match will end with that correct score of 5-1 then he should call the number on the sheet of paper for the person to stake the bet for him*”). No probationary convincing element has been brought by the GFA to corroborate such alleged conduct of Mr. Lamptey, which the GFA should have done, in particular because Mr. Lamptey expressly rejected such description of facts. In the same line, the fact that player of Ashantigold Seth Osei (who is not a party to the proceedings) could have approached Mr. Lamptey and told him “*haven’t your bosses spoken to you?*” (as stated in the Ashantigold GFA DC Decision) would not imply *per se* a violation of Article 34.5 of the GPLR by Mr. Lamptey either.

129. It is thus not strange, and is consistent with the Sole Arbitrator’s understanding explained above, that both in the Appealed Decision and in the GFA DC Decisions, the GFA disciplinary bodies make extensive reference to the involvement of other persons who are not a party to these proceedings in the manipulation of the Match, but not to specific and concrete behaviours of any of the Appellants that could qualify as a prohibited act under Article 34.5 GPLR. In essence, the only reference which is made in this respect is to the Appellants Richmond Lamptey and Fard Ibrahim, to state that player Seth Osei would have allegedly asked them “*haven’t your bosses spoken to you?*”, and in the case of Mr. Lamptey, to state that he would have allegedly given a paper to Mr. Nii Amoah as explained above. This clearly falls too short to establish that the 22 Appellants are to be found liable of infringing Article 34.5 GPRL.
130. For the sake of completeness and in light of the related allegations made by the Respondent in this respect, the Sole Arbitrator shall clarify that the alleged failure of the Appellants to deny the charges attributed to them by the GFA within the deadline granted to do it, even if it had occurred, would not amount to an admission by the Appellants of their fault and liability, or would not prevent them from contesting the violations attributed to them in these CAS proceedings, in which the case is revised *de novo*.
131. The Respondent failed to provide a valid legal basis for such an allegation and on the contrary, what the Sole Arbitrator observes is that the Appellants have strongly rejected their charges both in the proceedings of instance (in which *inter alia*, they appealed against the GFA DC Decisions) and at CAS. The allegations made and provisions cited in this sense in sections 7.20 et seq. of its Answer Brief of the case CAS 2022/A/9055

are of no avail in the case at hand and do not provoke, in the Sole Arbitrator's view, the effect of precluding the First Appellants from fighting their case in this instance.

132. In summary, the evidence taken in these proceedings does not enable to conclude, to the comfortable satisfaction of the Sole Arbitrator, that a specific conduct of any of the Appellants falling within the scope of Article 34.5 GPLR took place. The Respondent failed to provide concrete and conclusive evidence regarding the individual involvement of each of the Appellants in a match-fixing scenario. The fact that the Appellants participated in the Match is not enough to such purpose: the Respondent had to establish, and did not duly establish in these proceedings, specific acts or omissions of the Appellants that could trigger the application of Article 34.5 a) GPLR and the imposition of the subsequent sanctions under Article 34.5 d) (i) GPLR.
133. In light of all of the above, the Sole Arbitrator concludes that, although the evidence submitted and all the circumstances surrounding the present case suggest that the Match was manipulated, such evidence is insufficient to prove that any of the Appellants was actually involved in the manipulation the Match.
134. The Sole Arbitrator is convinced that other persons who are not a party to these proceedings were involved in the manipulation of the Match, but the issue submitted to his consideration in these proceedings is whether the Appellants (not these other persons) were involved in the relevant match-fixing scheme, and with the probationary elements brought to the attention of the Sole Arbitrator in these proceedings, it cannot be established to comfortable satisfaction that any of the First Appellants violated Article 34.5 GPLR.
135. Therefore, the sanctions imposed on the First Appellants based on Article 34.5 of the GPLR shall be annulled.
 - b. Other specific violations allegedly committed by some of the Appellants
 - b.1. *Player Ibrahim Fard*
136. Player Ibrahim Fard was additionally sanctioned in the Inter Allies GFA DC Decision (subsequently confirmed by the Appealed Decision) with a 12-month ban for "*placing bets on multiple matches and competitions on his phone*".
137. The Sole Arbitrator notes that Mr. Fard was initially charged by the GFA for allegedly violating Article 34.5 GPLR and Article 26.1 of the GFA Code of Ethics.
138. Article 26 of the GFA Code of Ethics reads as follows:

"26 Involvement with betting, gambling or similar activities

 1. *Persons bound by this Code shall be forbidden from participating in, either directly or indirectly, betting, gambling, lotteries or similar events or transactions related to football matches or competitions and/or any related football activities.*

2. *Persons bound by this Code shall not have any interests, either directly or indirectly (through or in conjunction with third parties), in entities, companies, organisations, etc. that promote, broker, arrange or conduct betting, gambling, lotteries or similar events or transactions connected with football matches and competitions. Interests include gaining any possible advantage for the persons bound by this Code themselves and/or related parties.”*
139. Mr. Fard submits in these proceedings that violations concerning the Code of Ethics can only be judged by the GFA Ethics Committee according to Article 30 of the GFA Code of Ethics and that therefore the GFA DC had no jurisdiction to impose a sanction of the GFA Code of Ethics and his sanction should thus be removed on that basis. This is contested by the Respondent, in the sense that the GFA DC’s jurisdiction to impose such sanction on the player arises from Article 52 of the GFA Disciplinary Code, which confers a residual form of jurisdiction to such disciplinary body.
140. In addition and without prejudice of the aforementioned, Mr. Fard also points out that he was sanctioned based on the mere fact that the Inter Allies GFA DC Decision mentioned that the GFA prosecution revealed that he had a betting application on his phone, which is insufficient to consider that Article 26 of the GFA Code of Ethics would have been violated. The Respondent submits of its part that not only Mr. Fard had a betting application on his phone but also that he placed multiple bets on games other than the Match and that this constitutes a violation of Article 26.1 of the GFA Code of Ethics.
141. To resolve the jurisdiction discrepancy between Mr. Fard and the Respondent explained above, the Sole Arbitrator shall refer to the GFA provisions invoked by them, which read as follows:
- a) Article 52 of the GFA Disciplinary Code:
 - “1. *The Disciplinary Committee is competent to sanction any breach of GFA Statutes and regulations which does not come under the jurisdiction of another body.*
 2. *The Disciplinary Committee is, in particular, responsible for:*
 - a) *sanctioning serious infringements which have escaped the match officials’ attention;*
 - b) *rectifying obvious errors in the referee’s disciplinary decisions;*
 - c) *extending the duration of a match suspension incurred automatically by a sending-off;*
 - d) *pronouncing additional sanctions.”*
 - b) Article 30 of the GFA Code of Ethics:
 - “1. *The Ethics Committee has the exclusive competence to investigate and judge the conduct of all persons bound by this Code where such conduct:*
 - a) *has been committed by an individual who was elected, appointed or assigned by GFA to exercise a function;*
 - b) *directly concerns their GFA-related duties or responsibilities; or*

c) *is related to the use of GFA funds.*

2. *Where such conduct affects a member, a single member or several members from the GFA and where said conduct is not directly related to GFA matters, the Ethics Committee shall only be entitled to investigate and judge the case when said conduct has not been investigated and judged, and/or cannot be expected to be investigated and judged, by the relevant judicial bodies of the GFA or members concerned. In particular, should no proper proceedings be taken at national within three months as from when the matter became known to the Ethics Committee, the Ethics Committee shall be entitled to investigate and judge the respective matter.”*

142. Bearing the aforementioned GFA provisions in mind and the evidence taken in these proceedings, the Sole Arbitrator considers that even if the GFA DC was in abstract competent to sanction Mr. Fard for a violation of Article 26 of the GFA Code of Ethics (which the Sole Arbitrator is ready to concede in light of the wording of Article 52 of the GFA Disciplinary Code and of Article 30 of the GFA Code of Ethics), there is not enough convincing evidence enabling to understand that *in casu*, such a violation was actually committed by Mr. Fard.

143. The Sole Arbitration finds it proven that Mr. Fard had a betting App in his phone, as it was expressly admitted in the First Appellants’ Appeal Brief, but not that he used such App to participate in “*betting, gambling, lotteries or similar events or transactions related to football matches or competitions and/or any related football activities*”, which is what Article 26.1 of the GFA Code of Ethics proscribes. The presence of a betting App in Mr. Fard’s phone does not *per se* imply the violation of Article 26.1 of the GFA Code of Ethics, and the mere reference to some alleged and unsupported betting activity of Mr. Fard in the GFA Report is not enough to conclude that Mr. Fard was indeed involved in such a violation. The GFA disciplinary bodies, which had the burden of proving that the violation took place in accordance with article 36 of the GFA Disciplinary Code, failed to establish to the comfortable satisfaction of the Sole Arbitrator (article 35 of the GFA Disciplinary Code) that indeed this player “*staked multiple bets on multiple football matches around the world on a betting application (Betway)*” as mentioned in the GFA Report. No documentary proof, witness statements or testimonies or any other sort of evidence has been brought to these proceedings to convincingly corroborate (i) the existence of bets made by Mr. Fard through his phone’s App and (ii) that these bets were related to football matches or activities.

144. Therefore, it has not been established to the comfortable satisfaction of the Sole Arbitrator that Mr. Fard committed a violation of Article 26 of the GFA Code of Ethics and thus the related sanction imposed on him in this regard by virtue of the Appealed Decision shall be annulled.

b.2. Player Samed Mohammed

145. In the Ashantigold GFA DC Decision (subsequently confirmed by the Appealed Decision), player Samed Mohamed was sanctioned in the following terms (emphasis added):

“That Samed Mohammed, Player number 32 of Ashantigold SC is hereby banned for 30 months in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations 2019.”

146. The Sole Arbitrator notes that even if this player was charged by the GFA with three counts in the proceedings of instance (i.e. Article 12 par. 1 lit. b. of the GFA Disciplinary Code, Article 34.6 d) GPRL and Article 34.5 a) GPRL), he was only sanctioned “*in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations 2019*”.
147. Player Samed Mohammed is one of the First Appellants. In section VIII.B.ii.a. of this award it has been already resolved that no violation of Article 34.5 GPLR has taken place with respect of the First Appellants (including Samed Mohammed). Therefore, the debate on the sanction imposed on this player should end up herein, as in the Appealed Decision, he was not sanctioned for the breach of Article 12 par. 1 lit. b. of the GFA Disciplinary Code or of Article 34.6 d) GPRL.
148. This being said, for the sake of completeness and given that (i) in the Ashantigold GFA DC Decision it was mentioned that “*Samed Mohammed was said to have insulted the Inter Allies coach for bringing Hasmin Musah into the game to spoil the scoreline*” and (ii) the Respondent refers to this issue in its Answer Brief, the Sole Arbitrator shall stress that in any event, none of the provisions invoked by the Respondent are to be considered infringed in these proceedings by Mr. Samed Mohammed, as the Respondent – which had the burden of proof – completely failed to duly substantiate the commission by the player of any offensive act or statement that could be embodied within the scope of Article 34.6 d) of the GPLR.
149. Therefore, for the avoidance of doubt, the sanction imposed on player Samed Mohammed is completely annulled.

b.3. Players Paul Asare de Vries, Emmanuel Owusu, Amos Addai and Mohammed Bailou

150. In accordance with the Ashantigold GFA DC Decision (subsequently confirmed by the Appealed Decision), these players were banned for a period of 48 months as follows (emphasis added):

“9. That the underlisted players and official of Ashantigold SC who were invited but failed to appear before the Committee are hereby banned for 48 months each in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations:

1. Emmanuel Owusu – Player

2. Mohammed Bailou – Player

3. Amos Addai – Player

4. Paul Asare de Vries – Player”

151. These four players are part of the First Appellants. In section VIII.B.ii.a. of this award it has been already resolved that the Respondent failed to establish that Appellants

(including these four players) violated Article 34.5 GPLR. Therefore, the debate shall end up at this point, as the Appealed Decision grounds the sanction only in the violation of Article 34.5 GPLR, not in other further provisions.

152. The references to Articles 18.3 and 20 of the GFA Disciplinary Code made by the Respondent in its Answer Brief to try and justify the “aggravation” of the sanction imposed on these players from 24 to 48 months are of no avail in this instance, as these articles were not considered infringed by these players in the proceedings followed before the GFA DC and the GFA AC. The Ashantigold GFA DC Decision makes it very clear that the players are banned for 48 months “***in accordance with Article 34.5(d)(i) of the Ghana Premier League Regulations***”, and not pursuant to articles 18.3 and 20 of the GFA Disciplinary Code. Therefore, the debate on whether the players were duly called for appearing at the hearing before the GFA DC or not is thus meaningless.
153. Therefore and for the avoidance of doubt, the sanctions imposed on players Paul Asare de Vries, Emmanuel Owuso, Amos Addai and Mohammed Bailou are completely annulled.

b.4. Player Richmond Lamptey

154. The Respondent submits in its Answer Brief that the legal basis for imposing on Mr. Lamptey a 30-month ban (instead of the 24-month generally applied to most of the other Appellants) is the joint violation by Mr. Lamptey of Articles 26.1 and 26.2 of the GFA Code of Ethics and Article 34.5 of the GPLR.
155. The Sole Arbitrator shall firstly point out in this respect that Mr. Lamptey was charged by the GFA with “*a violation of Article 34.6 d)*” GPLR and with a violation of Articles 26.1 and 26.2 of the GFA Code of Ethics. However, when reading the “*Particulars of the Offence*” in Mr. Lamptey’s charge sheet, it seems evident that there was a clerical mistake in the identification of the article of the GPLR allegedly infringed by Mr. Lamptey (34.5 and not 34.6). Article 34.6 d) GPLR refers to offensive acts and statements, while the description of the alleged offence in the Mr. Lamptey’s charge sheet is compatible with Article 34.5 (“*Richmond Lamptey [...] did facilitate and participated the playing of a fixed match or a match of convenience*”).
156. This being clarified, it shall be mentioned that (i) Mr. Lamptey was banned in the Inter Allies GFA DC Decision (confirmed by the Appealed Decision) “*for a period of 30 months **in accordance with Article 34.5 (d) (i)***”, not for the violation of other further provisions (as Article 26 of the GFA Code of Ethics) and (ii) the issue of the alleged violation of Article 34.5 GPLR by Mr. Lamptey has been already addressed in section VIII.B.ii.a of this award (in the sense that it such violation has not been established by the GFA), to which the Sole Arbitrator refers for the sake of brevity. As explained in sections b.2 and b.3 above, the aforementioned would suffice to reject the Respondent’s request that Mr. Lamptey’s sanction is to be confirmed.
157. Notwithstanding this, for the sake of completeness and just for dialectical purposes the Sole Arbitrator shall stress that in any event, the GFA did not discharge the burden of proving that the Second Appellant committed the alleged violations of Article 26.1 and

26.2 of the GFA Code of Ethics, as (i) in Mr. Lamptey's interrogation before the GFA DC, the GFA Prosecutor expressly admitted that he did not have concrete evidence on Mr. Lamptey having indeed staked a bet and (ii) in these CAS proceedings, the Respondent grounded the violation of such articles merely on player Hashmin Musah's statement that "*Mohammed Zakari told him that he saw Richmond Lamptey giving a white paper to Nii Amoah and said that if the match will end with the correct score of 5-1 then he should call the number of the sheet of paper for the person to take the bet for him*". This, without further evidence corroborating the accusations made by the GFA, is very far from being convincing evidence to establish the violations the GFA intends to establish. Even if we were to believe Mr. Musah's statement, the mere fact of giving a sheet of paper to another person without even establishing or proving what the paper stated is clearly not enough to conclude that the Second Appellant was involved in a betting violation of the kind attributed to him. Therefore, it is evident that the Respondent failed to establish a link between a conduct of the Second Appellant and the violation of Articles 26.1 and 26.2 of the GFA Code of Ethics.

158. For all the aforementioned reasons and for the avoidance of doubt, the sanction imposed on Mr. Lamptey is to be completely annulled.

C. CONCLUSION

159. For the reasons set out above, the Sole Arbitrator resolves to uphold the appeals filed by the First Appellants and Second Appellant, in the sense that (i) the Appealed Decision shall be set aside only with respect to the First Appellants and the Second Appellant and (ii) the sanctions imposed on them shall be annulled.

IX. COSTS

(...).

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ON THESE GROUNDS

The Court of Arbitration for Sport rules:

1. The appeal filed by Messrs. Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Richard Acquah, Eric Esono, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owusu, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed and Isah Ali against the decision issued on 13 July 2022 by the Ghana Football Association Appeals Committee with reference number GFA/ADH/DC/VOL.038/22 is upheld.

2. The appeal filed by Mr. Richmond Lamptey against the decision issued on 13 July 2022 by the Ghana Football Association Appeals Committee with reference number GFA/ADH/DC/VOL.038/22 is upheld.
3. The Ghana Football Association Appeals Committee decision dated 13 July 2022 with reference number GFA/ADH/DC/VOL.038/22 is set aside only with respect to Messrs. Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Richard Acquah, Eric Eso, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed, Isah Ali and Mr. Richmond Lamptey.
4. The sanctions imposed on Messrs. Alex Aso, Felix Abuska, Mohammed Zakari, Shaibu Taufiq, Fard Ibrahim, Richard Acquah, Eric Eso, Amos Kofi Nkrumah, Stephen Owusu Banahene, Kwame Moses, Empem Dacosta, Frank Akoto, Isaac Opoku Agyemang, Solomon Afriyie, Mohammed Bailou, Emmanuel Owuso, Samed Mohammed, Paul Asare de Vries, Amos Addai, Abdul Kadir Mohammed, Isah Ali and Mr. Richmond Lamptey are annulled.
5. (...).
6. (...).
7. (...).
8. All other and further claims or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland
Date: 27 July 2023

THE COURT OF ARBITRATION FOR SPORT

Jordi López Batet
Sole Arbitrator