

**CAS 2023/A/9822 Kumasi King Faisal Football Club v. Ghana Football Association**

**ARBITRAL AWARD**

**delivered by the**

**COURT OF ARBITRATION FOR SPORT**

**sitting in the following composition:**

President: Mr Espen Auberg, Attorney-at-Law in Oslo, Norway  
Arbitrators: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland  
Mr Gonzalo Bossart, Attorney-at-Law in Santiago, Chile

**in the arbitration between**

**Kumasi King Faisal Football Club, Ghana**

Represented by Mr John Kwame Quayson (Esq), Partner of McCarthy & Associates, Accra, Ghana

**- Appellant -**

and

**Ghana Football Association, Ghana**

Represented by Ms Naa Odofoley Nortey, Beyuo & Company, East Cantonments, Accra, Ghana

**- Respondent -**

## I. THE PARTIES

1. Kumasi King Faisal Football Club (the “Appellant” or “Club”) is a professional football club which has its seat in Kumasi, Ghana. It is an affiliated member of the Ghana Football Association (“GFA”).
2. The GFA (or the “Respondent”) is the national football association of Ghana, which has its seat in Accra, Ghana. It is affiliated with the *Confédération Africaine de Football* (the “CAF”) and the *Fédération Internationale de Football Association* (“FIFA”).
3. The Appellant and the Respondent are hereinafter jointly referred to as the “Parties”.

## II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties, the hearing and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a summary of the dispute. Additional facts may be set out, where relevant, in connection with the legal analysis.
5. The Club competed in the Ghana Premier League in the 2022/2023 season. For that season, the Ghana Premier League consisted of 18 teams, whereas the three lowest ranked teams, i.e. the teams ranked 16, 17 and 18, were relegated to the Ghana First Division at the end of the season. The teams in the Ghana Premier League were, in accordance with Article 7 of the Ghana Football Association Premier League Regulations, primarily ranked based on number of achieved points, where three points were achieved for each victory and one point was achieved for each draw. In case two or more teams had an equal number of points, Article 7 para. 4 of the GFA Premier League Regulations stated that the rank should be based on the following criteria:

*“(a) Greater number of points obtained in matches between the clubs concerned during the competition.*

*(b) Goal difference resulting from the match(es) between the teams concerned.*

*(c) Greater number of goals scored in the match(es) between the teams concerned.*

*(d) Greater number of goals scored away from home in matches between the teams concerned.*

*(e) In the event there is still a tie after the application of all the above, the GFA shall organize a play-off between/or amongst the teams concerned at a neutral ground.”*

6. On 6 May 2023, the Club played a match which was part of match round 30 in the 2022/2023 Ghana Premier League season against Tamale City FC (the “Match”). Tamale City FC won the Match with the score of 4-0. In the match report, Tamale City FC’s player number 7 is listed as “Isaac Mensah”.

7. The player Isaac Mensah has also been registered as a player with the name “Jireh Kojo Nissi”. Isaac Mensah/Jireh Kojo Nissi is hereinafter referred to as “the Player”.
8. In the final league table for the 2022/2023 Ghana Premier League season, the Club finished 17<sup>th</sup> with 42 points and a goal difference of minus 12 and therefore in the relegation zone.

### III. PROCEEDINGS BEFORE DECISION-MAKING BODIES OF THE GFA

9. On 6 May 2023, the same date that the Match was played, the Club filed a protest with the GFA against Tamale City Football Club “*for fielding an unqualified player*” in the Match. The protest reads, *inter alia*, as follows:

*“Tamale City Football Club went contrary to Article 28.1 d, Article 28.2a and Article 33.1e of the Ghana Football Association Premier League Regulations 2019.*

*Player ISAAC MENSAH with MEMBER ID GHA048853M who wore jersey number 7 for Tamale City Football Club has another registration with same Tamale City as JIREH KOJO NISSI with MEMBER ID GHA125561M Making him an unqualified player per Article 28.1d, Article 28.2a and Tamale City Forfeits the league match per Article 33.1e of the Ghana Football Association Premier League Regulations 2019.*

*That further details of proof from the FIFA Connect System have been attached against Both players; ISAAC MENSAH which Tamale City took from Sekondi Hasaacas FC for only one league season (2019/2020) and JIREH KOJO NISSI of whose registration was done by the same Tamale City Football Club changing his name and date of birth.”*

10. The Club requested the GFA “*to declare Tamale City Football Club losers of the match day 30 between Tamale City Football Club and therefore seeks three (3) points plus three (3) goals.*”
11. On 30 May 2023, the Disciplinary Committee of the GFA dismissed the protest of the Club. In the grounds of its decision, the Disciplinary Committee noted that Isaac Mensah and Jireh Kojo Nissi were the same person, but “*that at the time the match was played Mr Jireh Kojo Nissi was not a registered player of any football club in Ghana*”.
12. The Club filed an appeal before the Appeals Committee of the GFA against the decision of the Disciplinary Committee of the GFA.
13. On 14 June 2023, the Appeals Committee of the GFA rendered its decision (the “*Appealed Decision*”).
14. The *Appealed Decision* reads – in its pertinent parts – as follows:

*“The evidence on record shows that the said Isaac Mensah also called Jireh Kojo Nissi was registered more than once using the two identities in the 2021/2022 Division One Season. In other words, there was a case of double registration in the 2021/2022 Division One Season. However, in the 2022/2023 Premier League Season, Tamale City FC registered the player only as Isaac Mensah. No player was registered by Tamale City FC under the name Jireh Kojo Nissi. As such, although there is a clear case of double registration of the same player by the same club in the 2021/2022 Division One Season, we are of the considered opinion that upon a true and proper interpretation of the said Article 28(1)(d), the player Isaac Mensah was not unqualified to play the match since the case of double registration does not arise at all in the 2022/2023 Premier League Season as no player was registered by Tamale City FC or any other club for the said season as Jireh Kojo Nissi.*

*We accordingly dismiss the appeal and adopt the Disciplinary Committee’s directive to the GFA Prosecutor to investigate the registration of the player done under the name Jireh Kojo Nissi and to prosecute all relevant parties.”*

15. On 23 June 2023, the Appealed Decision was notified to the Appellant.

#### **IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT**

16. On 11 July 2023, pursuant to Articles R47 and R48 of the CAS Code of Sports-related Arbitration (the “Code”), the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the Respondent with respect to the Appealed Decision. Together with its Statement of Appeal, the Appellant filed a Request for a Stay.
17. On 14 July 2023 the Appellant submitted its Appeal Brief, pursuant to Article R51 of the Code.
18. On 20 July 2023, the CAS Court Office notified the Parties of the Statement of Appeal, the Appeal Brief and Request for a Stay and granted the Respondent a deadline of ten days to comment on the Request for a Stay and a deadline of 20 days to file its Answer, pursuant to Article R55 of the Code.
19. On 24 July 2023, the Respondent submitted its Reply to the Appellant’s Request for a Stay within the granted time limit.
20. On 29 July 2023, the Appellant submitted an unsolicited response to the Respondent’s Reply.
21. On 31 July 2023, the CAS Court Office invited the Respondent to comment on the Appellant’s submission of 29 July 2023 within three days.

22. On the same date, the Respondent sent its comments to the Appellant's submission dated 29 July 2023.
23. On 2 August 2023, the Respondent filed its Answer in accordance with Article R55 of the Code.
24. On 3 August 2023, the Appellant submitted an unsolicited response to the Respondent's letter dated 31 July 2023.
25. On 7 August 2023, the CAS Court Office invited the Respondent to comment on the Appellant's submission dated 3 August 2023.
26. On 9 August 2023, the Appellant submitted a letter where it requested to submit this matter to a three-member panel. In the same letter the Appellant requested an expedited procedure pursuant to Article R52 para. 4 of the Code.
27. On 10 August 2023, the CAS Court Office invited the Respondent to comment on the Appellant's requests for a three-member panel and an expedited procedure, by 14 August 2023.
28. On the same date, the Respondent agreed to an expedited procedure, but objected to a three-member panel, stating that it preferred that the case should be dealt with by a sole arbitrator.
29. On 16 August 2023, after consultation with the Parties, the CAS Court Office sent the Parties a confirmation of an expedited procedural calendar.
30. On 21 August 2023, the CAS Court Office informed the Parties that the President of the CAS Appeals Arbitration Division had decided to submit the proceedings to a three-member panel in accordance with Article R50 para. 1 of the Code, and invited the Appellant to nominate an arbitrator from the relevant CAS list of arbitrators.
31. On 22 August 2023 the Appellant nominated Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland, as an arbitrator in this matter.
32. On 23 August 2023, the CAS Court Office invited the Respondent to nominate an arbitrator from the relevant CAS list of arbitrators.
33. On the same date, the Respondent nominated Mr Gonzalo Bossart, Attorney-at-Law in Santiago, as an arbitrator in this matter.
34. On 7 September 2023, the CAS Court Office informed the Parties that pursuant to Article R54 of the Code and on behalf of the Deputy President of the CAS Appeals Arbitration Division, the Arbitral Tribunal appointed to decide the present case was constituted as follows:

President: Mr Espen Auberg, Attorney-at-Law in Oslo, Norway

Arbitrators: Dr Marco Balmelli, Attorney-at-Law in Basel, Switzerland  
Mr Gonzalo Bossart, Attorney-at-Law in Santiago, Chile

35. On 19 September 2023, the CAS Court Office issued an Order of Procedure, which was duly signed and returned by the Appellant on 20 September 2023 and by the Respondent on 26 September 2023.
36. On 26 September 2023, after consultation with the Parties, the CAS Court Office sent the Parties a draft hearing schedule, proposed by the Panel.
37. On 27 September 2023, the CAS Court Office submitted the Order on the Request for Stay, issued by the Panel. Its operative part reads as follows:

*“1. The Application for a Stay requested by Kumasi King Faisal Football Club on 11 July 2023, in the matter CAS 2023/A/9822 Kumasi King Faisal Football Club v. Ghana Football Association, is dismissed.*

*2. The costs deriving from the present order will be determined in the final award or in any other final disposition of this arbitration.”*

38. On 29 September 2023, a hearing was held by video-conference. In addition to the Panel and CAS Counsel Ms Carolin Fischer, the following persons attended the hearing:

For the Appellant:

Mr John Kwame Quayson (Esq), counsel

Mr Nana Amankwah Kwakye, counsel

Mr Awal Mohammed, administrative manager of the Appellant

Mr. Alhaji Ahmed Abdul Karim, owner of the Appellant

For the Respondent:

Ms Naa Odofoley Nortey, counsel

Mr Prosper Harrison Addo, General Director of GFA

39. In the course of the hearing, the Panel heard evidence from Mr Awal Mohammed, the administrative manager of the Appellant and by Mr Alhaji Ahmed Abdul Karim, the owner of the Appellant. The witnesses were invited by the President of the Panel to tell the truth subject to the sanction of perjury and confirmed that they would tell the truth. The Parties and the Panel had full opportunity to pose their questions to the witnesses.

40. During the hearing, the Parties were given full opportunity to present their cases, to submit their arguments in closing statements and to answer the questions posed by the Panel.
41. Before the hearing was concluded, the Parties expressly stated that they had no objection to the procedure adopted by the Panel and that their right to be heard had been respected.

## **V. SUBMISSIONS OF THE PARTIES AND REQUESTS FOR RELIEF**

42. This section of the Award does not contain an exhaustive list of the Parties' contentions. Its aim is to provide a summary of the substance of the Parties' main arguments. In considering and deciding upon the Parties' claims in this Award, the Panel has accounted for and carefully considered all of the submissions made and evidence adduced by the Parties, including allegations and arguments not mentioned in this section of the Award or in the discussion of the claims below.

### **A. The Club's Submissions**

43. The Club's submissions may be summarized as follows:
  - The Appeal concerns a protest filed in relation to the Match played between the Club and Tamale City FC played on 6 May 2023. In the Match, Tamale City FC fielded an unqualified player which is contrary to Articles 28(1)(d), 28(2)(a) and 33(1) (e) of the GFA Premier League Regulations.
  - Tamale City FC fielded a player named Jireh Kojo Nissi. Both GFA's Disciplinary Committee and Appeals Committee also affirm the position that in fact, the Jireh Kojo Nissi was not registered for the 2022/2023 Ghana Premier League 2022/2023 season and he was automatically unqualified to feature in any GFA official matches.
  - The player in question was registered as Isaac Mensah. The same player was also registered as Jireh Kojo Nissi. This undoubtedly made him an unqualified player per Article 28(1)(d) and Article 28(2)(a) of the GFA Premier League Regulations. According to Article 33(1)(e) of the GFA Premier League Regulations, the Match should be considered forfeited by Tamale City FC in favour of the Appellant. The relevant documents, video and FIFA Connect System support such view.
  - Clearly, same person had different names and different date of births in addition to different member registration ID numbers.
  - The GFA Disciplinary Committee admitted that the two registered players Isaac Mensah and Jireh Kojo Nissi were the same person.

- During the proceedings before the GFA Appeals Committee, a video was played and both players and officials of Tamale City FC admitted that indeed Isaac Mensah was the same person as Jireh Kojo Nissi.
- The issue at stake goes beyond the ordinary case of double registration to include criminal elements of fraud.
- The Player, as a result of fraud, did not even qualify to participate in any GFA or FIFA organized football matches, between 2020 and 2023. The video evidence made the Players' real identity clear and exposed the fraud.
- In the Appealed Decision, the GFA Appeals Committee erred by not being interested in the main issue brought before it for determination but rather focused on other frivolous and unwarranted arguments that have the potential of compromising our football laws and the integrity of FIFA and the enviable game. The issue for determination was for the GFA to determine whether the Player had two different names with different dates of birth and other identity numbers as captured in the FIFA Connect System.
- The second issue was whether or not a player in a particular season can hold two different identities in the FIFA Connect System. The third issue was whether or not a player holding two different identities in the FIFA Connect System is qualified to play in a sanctioned match. The failure and neglect of the GFA to determine these issues further raised some suspicion that the GFA was bias towards Tamale City FC at all costs other than seeking to play the neutral role as the arbiter. This position became very clear and obvious when even after establishing the facts, the GFA issued a rather bizarre ruling in favour of the wrongdoer, Tamale City FC.
- The GFA Appeals Committee erred by pronouncing Jireh Kojo Nissi was qualified at the time the Match was played. In their attempt of being smart both GFA and Tamale City FC had sought to focus on only Isaac Mensah when they all know very well that with double registration and double identities in the FIFA Connect System the other name Jireh Kojo Nissi still remains a valid name and identifies a particular player.
- Tamale City FC was aware of the fraudulent act but still went ahead to register the Player under two separate names and with different identities as seen from the FIFA Connect System.
- The Appellant relied on Article 28 and Article 33 of the GFA Premier League Regulations. Article 28 of the GFA Premier League Regulations concerns the definition of an unqualified player. Article 33 of the GFA Premier League Regulations concerns sanctions to both clubs and players involved in the fielding of unqualified players in matches.



- Aside all provisions mentioned, Article 28 (1) (a) of the GFA Premier League Regulations is too clear and glaring to state that indeed the player was unqualified to feature in the Match.
- Both GFA and Tamale City have admitted that they know that Jireh Kojo Nissi is the same person as Isaac Mensah, and GFA and Tamale City FC have admitted that they did not register Jireh Kojo Nissi as a player to play in the Ghana Premier League 2022/2023 season.
- Jireh Kojo Nissi ended up playing in the Ghana Premier League 2022/2023 season. Therefore, per GFA Premier League Regulations Jireh Kojo Nissi was clearly an unqualified player when he featured in the Match against the Club.
- The player Jireh Kojo Nissi was permitted to feature in the Match – albeit under a different identity as Isaac Mensah. The Player’s registration under a different name and identity is even a clear case of double registration or at best a criminal case of fraud perpetrated by Tamale City FC and on behalf of the registered Player. The law and equity will not favour and permit the offender or wrongdoer to get away easily as the GFA made it to look like.
- The GFA Appeals Committee erred by completely neglecting and not basing their ruling on the material evidence in the form of a letter from Super Rainbow FC dated 23 May 2023 and also the video evidence where the Player had admitted publicly that in fact, he is called Jireh Kojo Nissi. The letter is an official letter written directly from the Super Rainbow FC denying any involvement of the registration of Jireh Kojo Nissi to Tamale City FC at any point in time. Again, they alerted and appealed to the GFA to open a serious case of fraud against Tamale City FC and the Player.
- These are two clear documentary and audio-visual evidence that should have concluded all facts and matching evidence in putting this matter to rest once and for all.

44. On these grounds, the Club made the following requests for relief:

*“1. An order to set aside the final decision of the GFA delivered on the 14<sup>th</sup> of June 2023*

*2. Tamale City be declared losers of the said match in line with Article 33 (1)(e).*

*3. Kumasi King Faisal FC be declared winners of the match and 3 points 3 goals awarded them in line with the GFA and FIFA Regulations.*

*4. Costs awarded in addition to legal fees*

*5. Any other relief(s) as CAS may deem fit.”*

**B. GFA's Submissions**

45. GFA's can be summarized as follows:

- The Appellant has the burden of proving that Isaac Mensah who featured in the Match was unqualified within the meaning of Article 28(1)(a) and (d) of the GFA Premier League Regulations.
- A careful reading of the relevant provisions of the GFA Premier League Regulations seems to suggest that an unqualified player is a player who has registered for more than one club or with any club registered with another National Association, as stated in Article 28 (1) (d) of the GFA Premier League Regulations, within the same season, see Article 26 4(c) of the GFA Premier League Regulations.
- To claim successfully in this appeal that Isaac Mensah was an unqualified player, it must be proved, on a balance of probabilities, that in Ghana Premier League 2022/2023 season Isaac Mensah was registered with Tamale City FC and another club.
- Conversely, his alter ego Jireh Kojo Nissi was not registered in the Ghana Premier League 2022/2023 season neither with Tamale City FC nor any another club.
- Based on the evidence presented, there is no doubt, as concluded by both the Disciplinary Committee and the Appeals Committee of the GFA, that Isaac Mensah and Jireh Kojo Nissi are one and the same person.
- For Isaac Mensah, who played the Match to be deemed “unqualified”, the Appellant ought to show that he was registered twice in the Ghana Premier League 2022/2023 season either as Isaac Mensah or Jireh Kojo Nissi.
- There is no evidence that Jireh Kojo Nissi was registered in the Ghana Premier League 2022/2023 season. There is no evidence that Jireh Kojo Nissi participated in any of the league games in the Ghana Premier League 2022/2023 season. In the Ghana Premier League 2021/2022 season, the said Isaac Mensah alias Jireh Kojo Nissi was registered twice using two identities when Tamale City FC was playing Division One. However, in the Ghana Premier League 2022/2023 season only Isaac Mensah was registered to appear for Tamale City FC. No player called Jireh Kojo Nissi was registered to feature for Tamale City FC or any other club in Ghana. The Appellant has not shown documentary evidence that both Jireh Kojo Nissi and Isaac Mensah were registered in the Ghana Premier League 2022/2023 season.
- Per Article 26 (4-c) of the GFA Premier League Regulations, the double registration of Isaac Mensah/ Jireh Kojo Nissi expired at the end of the 2021/2022 season and he was required to be registered afresh for the 2022/23

season. There is no evidence that in the Ghana Premier League 2022/2023 season both Jireh Kojo Nissi and Isaac Mensah were registered.

- On a true and proper interpretation of the Articles 28, 33 and 26 of the GFA Premier League Regulations Isaac Mensah was qualified to play in the Ghana Premier League 2022/2023 season.
- The fact that he was previously registered twice in the past has no legal effect on his status in the current season players are registered afresh every season as in this case.
- The Appeals Committee of the GFA was therefore right in ordering an investigation into the 2021/2022 double registration of Isaac Mensah/ Jireh Kojo Nissi when he was playing division one and recommending that all perpetrators be punished, and the records expunged.
- From the above it is clear that the Appellant is under a misapprehension of what constitutes an unqualified player, and therefore the appeal is misconceived as Isaac Mensah at the time he featured in the Match was qualified to play. The appeal should be rejected and the results remained.
- The letter dated 23 May 2023 purportedly written by Super Rainbow FC after they claim their attention was drawn to a release letter involving player by name Jireh Kojo Nissi has no bearing on the determination of whether Isaac Mensah at the time he played for Tamale City FC in the 2022/2023 season was unqualified. If anything, it goes to confirm that indeed the registration of Jireh Kojo Nissi in 2021/2022 was fraudulent. They go further to state that contrary to what the Appellant claimed that he was a player of Super Rainbow FC, they do not know the Player, they have not registered him and have neither released him to Tamale City FC and that the perpetrators of the fraudulent registration be punished pursuant to Article 27 (1) (c) of the GFA Premier League Regulations.
- The registration being referred to is the 2021/2022 registration of Jireh Kojo Nissi in the 2021/2022 season for Ghana Division one league and not the Ghana Premier League 2022/2023 season, the latter of which is the basis of the Appellant's protest. It is our respectful submission that the letter has no probative value in resolving whether Isaac Mensah was unqualified to play in the 2022/2023 league season. On this ground the appeal must fail as the Appellant is rather misconceived as to what the Disciplinary Committee and the Appeals Committee of the GFA ought to rely on in resolving their protest.
- The Appellant is not entitled to the reliefs it is seeking as it has failed to demonstrate that Isaac Mensah was unqualified to play in the Ghana Premier League 2022/2023 season. We humbly urge the Panel to uphold the decision of the Appeals Committee of the GFA and to dismiss this present appeal as being frivolous and misconceived.

46. GFA made the following requests for relief:

*“The Appellant is not entitled to the reliefs it is seeking as it has failed to demonstrate that Isaac Mensah was unqualified to play in the 2022/2023 league season. We humbly urge the panel to uphold the decision of the AC and dismiss this present appeal as being frivolous and misconceived.”*

## **VI. JURISDICTION**

47. Article R47 para. 1 of the Code provides as follows:

*“An appeal against the decision of a federation, association or sports-related body may be filed with the 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.”*

48. The issue of jurisdiction was addressed in the preliminary award notified to the Parties on 27 September 2023, in which the Panel concluded that CAS has jurisdiction to adjudicate and decide on the present dispute. The jurisdiction of CAS in the present case follows from Article 63(1) of the GFA Statutes (2019 edition) and Article 48 of the GFA Disciplinary Code (2019 edition). Furthermore, the Respondent has not challenged the jurisdiction of the CAS to hear the present matter.

49. The jurisdiction of CAS is confirmed by the Order of Procedure duly signed by the Appellant and the Respondent.

50. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

## **VII. ADMISSIBILITY**

51. Article R49 of the Code provides – in its relevant parts – the following:

*“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.”*

52. The issue of jurisdiction was addressed in the preliminary award notified to the Parties on 27 September 2023, in which the Panel concluded that the appeal is admissible.

53. Therefore, the appeal is admissible.

## **VIII. APPLICABLE LAW**

54. Article R58 of the Code provides as follows:

55. *“Law Applicable to the merits. 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.”*
56. The Appealed Decision was issued by the GFA Appeals Committee in accordance with Article 58 of the GFA Statutes and Article 35 of GFA Premier League Regulations. The regulations of GFA, hereunder the GFA Premier League Regulations, shall be considered as applicable regulations.
57. Applying these principles to the present matter, the dispute shall primarily be decided according to the applicable regulations, i.e. the GFA regulations. In case of a *lacuna* in GFA regulations, laws of Ghana shall apply, i.e. the law of the country in which the GFA, the federation that issued the Appealed Decision, is domiciled.

## **IX. MERITS**

### **A. The main issue - Was the Player unqualified to play the Match?**

58. The factual circumstances of the present matter are to a large degree undisputed. The Parties agree that a player registered in the match report with the name Isaac Mensah played the Match for Tamale City FC. The Parties further agree that in 2021 Tamale City FC registered a player with the name Jireh Kojo Nissi and a player with the name Isaac Mensah.
59. The legal framework, i.e. the GFA Premier League Regulations, define who is to be considered as an unqualified player, and it is undisputed that if Tamale City FC is found to indeed having fielded an unqualified player in the Match, the consequence shall be that Tamale City FC shall be considered as having lost the Match in accordance with Article 33 of the GFA Premier League Regulations.
60. The relevant provisions in GFA Premier League Regulations, concerning the ineligibility of players, read as follows:

*“26. Registration of different categories of players*

*(...)*

*4 (c) All players shall be registered anew every season.*

*(...)*

*28. Unqualified Player*

*1. An unqualified player is:*

*(a) Any player not registered by the GFA who appears for a club in any official match. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the Club. The right to impose such sanctions lies in principle with GFA.*

*(b) A player suspended by the GFA from participating in football competitions indefinitely or for a specific period.*

*(c) A player banned from participating in GFA competitions by GFA, WAFU, CAF or FIFA.*

*(d) A player who has registered for more than one club or with any club registered with another National Association.*

*(e) A player who has received a caution in three league matches.*

*(f) A player who has received a direct red card in a match and has not missed the required number of matches and/or paid the related fine.*

*(g) A player who has received two cautions in the same match and has not missed the next match and/or paid the related fine.*

*2. (a) An unqualified player shall not take part in any match for which he is unqualified to play.*

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

*(c) A player guilty of double or multiple registrations shall be suspended from participating in matches and competitions organised by the GFA for a period of at least one (1) year.”*

*(...)*

### *33. Forfeiture of matches*

*1. A team commits an offence punishable by forfeiture of a match where:*

*(...)*

*(e) it fields an unqualified player(s) or team official(s);*

*(...)*

*2. In respect of offences (a) to (e), no matter what the scores shall be at the time of the offence or at the end of the match, the offending team shall be considered as having lost the match and accordingly, three (3) points and three (3) goals shall be awarded in*

*favour of the other team, unless the innocent team is leading by a margin of more than three (3) goals at the time of the offence or when the match comes to an end; in which case, the scores will stand.*

*5. In addition to the sanctions provided in clauses 2 and 3 above in respect of offences 33(1)(a) to 33(1)(e) and 33(1)(f) respectively, the following sanctions shall apply:*

*(a) The defaulting club shall lose 3 points from its accumulated points from previous matches.*

*(b) The club shall be fined Five Thousand Ghana Cedis (GH¢5,000.00), 50% of which shall be paid to the opposing club.*

*(c) Where the defaulting club is playing at home the transportation expenses of the opposing club shall also be paid by the defaulting club.*

*6. In addition to the sanctions under clause 4b above, the following sanctions shall also apply:*

*(a) In respect of Clause 33(1)(i) and 33(1)(j), the offending club shall be liable to a fine not exceeding Two Thousand Ghana Cedis (GH¢2,000.00).*

*(...)*

*7. A team shall forfeit a match under Article 33(1) in consequence of a protest duly filed within the time limited for filing of protests under these Regulations or where the GF discovers that a club has committed an infraction.*

*(...)*

*10. Unless otherwise stated, on the forfeiture of a match by club, the innocent team shall be awarded three (3) points and three (3) goals.*

*11. Notwithstanding any provision in this Article or in any other Article in these Regulations and notwithstanding the fact that a club may not have accumulated points, the GFA shall impose the sanction of three-point deduction on the offending club. For the avoidance of doubt, it shall be possible for a club to have a negative points build-up*

*12. In respect of offences 33 (1)(a), 33(1)(b) and 33(1)(c), the offending team shall be considered as having lost the match.”*

61. The primary matter to be resolved by the Panel is as such if the Player shall be considered as an unqualified player, as defined in the GFA Premier League Regulations.
62. The Panel notes that in its consideration of whether the Player was unqualified to play the Match, two main issues must be addressed. Firstly, if Isaac Mensah was not the

Player's true identity, and secondly if, regardless of the Player's true identity, the Player was unqualified to play the Match due to double registration.

63. The Panel will first address the issue of the Player's true identity.
64. With regards to burden of proof, Article 13 of the GFA Premier League Regulations provides as follows:

*"13. Burden of proof*

*a. The burden of proof regarding protests between clubs rests on the protesting club and in the case of a charge by the Prosecutor, the burden rests with the Prosecution.*

*b. In the case of a protest regarding the use of an unqualified player in the sense of Article 28(1)(a), the burden of proof shall be incumbent on the protesting club and/or the GFA."*

65. In this respect, pursuant to Article 13 of the GFA Premier League Regulations, it is the Club that filed the protest before the GFA Disciplinary Committee, and consequently, it is the Club that has the burden of proving the alleged fact that it relies its claim upon, namely, that Isaac Mensah was not the Player's true identity.
66. The Panel notes that the Parties have different views regarding what is the Player's true identity. Whilst the Appellant suggests that the Player's true identity is Jireh Kojo Nissi, the Respondent holds that the Player's true identity is Isaac Mensah.
67. There is little evidence available that may shed light on what is the true identity of the Player. On the one hand, Isaac Mensah is registered in the FIFA Connect System with the birth date 20 June 1998, whilst Jireh Kojo Nissi is registered with the birth date 21 June 2003, which may indicate that Isaac Mensah at least has been registered in the FIFA Connect System longer than Jireh Kojo Nissi. On the other hand, the Appellant has filed a video, where the Player states that his name is Jireh Kojo Nissi. Further evidence like the said person being called as witness in this procedure or ID documents, certificates, witnesses which could testify about the identity or alike were not presented to the Panel.
68. The Panel finds that the available evidence is not sufficient to conclude that the Appellant has discharged its burden of proving that Isaac Mensah is not the true identity of the Player.
69. Having concluded that the Appellant has failed to establish that Isaac Mensah is not the true identity of the Player, the Panel does not consider it necessary to address what the consequences would have been, had Isaac Mensah not been the true identity of the Player.



70. Having concluded that the Appellant has failed to establish that Isaac Mensah is not the true identity of the Player, the Panel will consider whether the Player in any case was unqualified to play the Match.
71. The definition of unqualified player, as well as the consequences of fielding unqualified players are regulated in Articles 26, 28 and 33 of the GFA Premier League Regulations.
72. Article 28 of the GFA Premier League Regulations defines an unqualified player as, *inter alia*, “any player not registered by the GFA who appears for a club in any official match” (lit. a), and “a player who has registered for more than one club or with any club registered with another National Association” (lit. d). The Panel notes that the Player was indeed registered under the name Isaac Mensah, and as such, the Player was not unqualified due to non-registration with the GFA in accordance with Article 28 lit. a) of the GFA Premier League Regulations. The question is rather if the player was unqualified following being registered for more than one club, in breach of Article 28 lit. d) of the GFA Premier League Regulations.
73. Having taken into account the Parties submissions and evidence presented during the hearing, the Panel holds that Tamale City FC registered both Isaac Mensah and Jireh Kojo Nissi as players for the Ghana Premier League 2021/2022 season. The Panel further holds that for the Ghana Premier League 2022/2023 season only Isaac Mensah was registered, as Jireh Kojo Nissi was not registered. It has not established that Jireh Kojo Nissi has registered for a different club than Tamale City FC, neither in the 2022/2023 season, or earlier. Finally, the Panel notes that it has not been established that Jireh Kojo Nissi has been registered as a player in any match for Tamale City FC, or any other club for the Ghana Premier League 2022/2023 season.
74. Since it has not been established that the Player, either as Isaac Mensah or as Jireh Kojo Nissi, was registered with more than one club, the Panel finds that the Player was not an unqualified player within the meaning of Article 28 lit. d) of the GFA Premier League Regulations.
75. For the sake of completeness, the Panel notes that even if Article 28 lit. d) of the GFA Premier League Regulations should be interpreted as covering situations where a player is registered with more than one identity in the same club, Article 26 (4) lit. c) of the GFA Premier League Regulations states that all players shall be registered anew every season. Since the Player was not registered under the name Jireh Kojo Nissi for the 2022/2023 season, the Player was only registered with one identity for the 2022/2023 season, and can for that reason not be considered as unqualified following being registered for more than one club within the meaning of Article 28 lit. d) of the GFA Premier League Regulations.
76. Against this background, the Panel concludes that it the Player cannot be defined as an unqualified player in accordance with the GFA Premier League Regulations.

77. Having concluded that the Player cannot be defined as an unqualified player in accordance with the GFA Premier League Regulations, the Panel does not consider it necessary to address what the consequences would have been if the Player had been defined as an unqualified player but notes that the Appellant's claim that Tamale City FC shall be declared losers of the Match cannot be sustained. For the sake of completeness, the Panel notes that the allegations revolving around the 2021/2022 season falls outside the scope of the present appeals procedure.

**B. Conclusion**

78. On this background, the Panel concludes that the Player cannot be defined as an unqualified player in accordance with the GFA Premier League Regulations, and that the Appealed Decision shall be confirmed.

**X. COSTS**

(...).

## **ON THESE GROUNDS**

### **The Court of Arbitration for Sport rules that:**

1. The appeal filed by Kumasi King Faisal Football Club on 11 July 2023 against the decision of the Appeals Committee of the Ghana Football Association of 14 June 2023 is dismissed.
2. The decision of the Appeals Committee of the Ghana Football Association of 14 June 2023 is confirmed.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

## **THE COURT OF ARBITRATION FOR SPORT**

Lausanne, 27 October 2023

### **COURT OF ARBITRATION FOR SPORT**

Espen Auberg  
President of the Panel

Marco Balmelli  
Arbitrator

Gonzalo Bossart  
Arbitrator