

# Decision of the Dispute Resolution Chamber

passed on 4 August 2022

regarding an employment-related dispute concerning the player  
Richard Akonnor Iro

**BY:**

**Omar Ongaro (Italy)**, Deputy Chairperson  
**Laurel Vaurasi (Fiji)**, member  
**Khadija Timera (Senegal)**, member

**CLAIMANT:**

**Liberty Prof FC, Ghana**  
Represented by Mr Ashford Tettey Oku

**RESPONDENT 1:**

**Richard Akonnor Iro, Ghana**

**RESPONDENT 2:**

**Al Jazira, United Arab Emirates**

## I. Facts of the case

1. On 25 April 2019, the Ghanaian player Richard Akonnor Iro (d.o.b. 6 February 2004, hereinafter: *the player*) and the Ghanaian club Liberty Prof FC (hereinafter: *Liberty*) concluded an employment contract valid as from 25 April 2019 until 24 April 2022.
2. According to the contract, the player was entitled to receive a monthly salary of Ghanaian New Cedi (GHS) 500, payable at the end of each month.
3. On 12 December 2019, Liberty wrote to the Ghanaian FA in order to request their *“assistance in withdrawing our players (...) and Richard Akonnor 06/02/2004 from Aljazira FC back to Ghana. The above mentioned players are registered players of our club and were sent to Dubai for trials with the club Aljazira FC with the understanding that if they were interested after a 2 month observation period they would sign them when they turn 18. The agreed return date has elapsed and we have been trying to get the club to return the player to us but they have refused. They went as far as asking them through medicals without their consent of informing us. These player are minors and we are very worried from their safety and wellbeing. We ask that as official complaint be sent to UAEFA as well as FIFA to expedite the return of the boys and report the conduct of the club”*.
4. On 20 December 2020, the UAE FA sent a letter to the Ghanaian FA, with reference to the player Richard Akonnor, in which it informed the latter that *“Al Jazira Cub wishes to register the mentioned player above. Therefore, please keep us updated if the said player is currently registered or was registered in the past with any of your affiliated clubs or if he was ever participated with any of your national team, at any category. We hereby inform you that if no answer is received within 30 days from the request, the UAEFA will assume that the player is not registered in your association and the player will be registered at our club”*.
5. On 21 December 2020, the Ghana FA replied to the UAE FA that *“the player Richard Akonnor is currently registered with our club Dansoman Liberty Professionals FC and has a contract with them which will expire in April 2022”*.
6. On 29 March 2022, Liberty sent a letter to Al Jazira FC (hereinafter: *Al Jazira*), proposing that the parties try to amicably solve the following situation: The player has a valid and binding contract with Liberty, valid from 25 April 2019 to 24 April 2022. Since early 2019, Al Jazira has shown interest in the player and the latter was released for trials not exceeding 2 months. In the course of the trial period, the clubs started negotiations, but those remained inconclusive. At the end of the trial period, the player was not returned to Liberty, in spite of Liberty's warning of 12 December 2019. Liberty understands that Al Jazira is acting in bad faith, trying to retain the player in the UAE until the natural expiry of this contract with Liberty in order to sign him as a free player. Finally, Liberty advises Al Jazira to conclude the transfer of the player from Ghana by not later than

31 March 2022; otherwise, Liberty would lodge a claim at FIFA for breach of contract and inducement to breach.

7. On 6 February 2022, the player concluded an employment contract with the Emirati club Al Jazira, valid as from 1 May 2022 until 30 June 2025, with the possibility of extending it for one more season, according to which he is entitled to the following remuneration:
  - From 01/05/2022 to 30/06/2022: a net monthly salary of USD 10,000, payable at the end of each month;
  - From 01/07/2022 to 30/06/2023: a net monthly salary of USD 12,000, payable at the end of each month;
  - From 01/07/2023 to 30/06/2024: a net monthly salary of USD 15,000, payable at the end of each month;
  - From 01/07/2024 to 30/06/2025: a net monthly salary of USD 18,000, payable at the end of each month;
  - From 01/07/2025 to 30/06/2026: a net monthly salary of USD 28,000, payable at the end of each month.

## II. Proceedings before FIFA

8. On 2 May 2022, Liberty filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

### a. Position of the Claimant / Liberty

9. Liberty lodged a claim against the player and Al Jazira before FIFA for breach of contract and inducement to breach, respectively.
10. In its claim, Liberty claimed that it had a valid employment contract with the player, valid from 25 April 2019 to 24 April 2022. According to the club, in early October 2019 Liberty and Al Jazira orally agreed that player – among others – would be released for a trial period of two months with Al Jazira. As by the end of the two months the clubs could not find an agreement as to the transfer of the player, the latter should have been returned to Liberty, which did not happen. Liberty stated that on 14 January 2020, *“Al Jazira obstinately secured a resident permit valid up to 3<sup>rd</sup> January 2022 for the player”* (note: copy of player’s passport and alleged visa on file, but not legible).
11. On 20 December 2020, Al Jazira confirmed its intention to register the player, which was declined by the Ghanaian FA. Thus, Liberty understands that *“Al Jazira kidnapped the Player, offered him an employment contract, attempted to register him, and when this plot failed they decided to keep him there till his contract eventually ran out on 24th April, 2022 to enable them, short of any disputation, register him as a Free Agent for their Sole financial benefit”*. Furthermore, Liberty considers that *“The Player’s lack of interest to return to Ghana and the*

*periodic parental visits arranged by Al Jazira, established the fact that not only were Al Jazira inducing him to breach a valid contract, but he was becoming a willing accomplice en route to terminating a contract without just cause". Thus, Liberty stated that the player, induced by Al Jazira, clearly breached the employment contract with the club and should therefore be held liable for the financial and sporting consequences of such.*

12. Based on the foregoing, Liberty requested FIFA to establish that *"both Richard Akonnor and Al Jazira are jointly and severally held liable for not acting in good faith, attempting to deceive the TMS system, inducement to breach a valid and protected contract without just cause, complicity to breach, contrary to the principle of the maintenance of contractual stability, AND ACCORDINGLY be sanctioned with a financial compensation of not less than USD400,000, and any other sporting sanctions per Art. 17 (4) & (5) of the RSTP, and or any order FIFA may deem appropriate".*

**b. Position of the Respondent / the player**

13. In his reply, the player acknowledged having signed a contract with Liberty on 25 April 2019, when he was 15 years old. He further claims to have travelled to the UAE *"to be resident with my father (...) in 2020 with my mother approval, as my father moved to the United Arab Emirates for work and I had my father as my sponsor and legal guardian in the United Arab Emirates since 14.01.2020".*
14. The player claimed to have gone to Al Jazira Academy as he wanted to continue to play football and maintain his fitness level. The club was satisfied with his performance, but unfortunately could not sign him before the expiry of his contract with Liberty. On 6 February 2022, as he turned 18, the player was invited by Al Jazira FC to enter a professional contract as from 1 May 2022, valid until 30 June 2025, *"with big money salary compared to my previous contract with Liberty (...)".*
15. Thus, the player claimed he only concluded a new employment contract with Al Jazira after his contract with Liberty expired. He denied having been *"kidnapped or forced to stay at the United Arab Emirates by anyone of by Al Jazira Club, and I was staying with my father as my legal guardian with free will and without being forced".*
16. Finally, the player stated that he never received any salaries from Liberty, except for 1 or 2 monthly salaries at the very beginning of the contract.
17. Based on the foregoing, the player requested FIFA to entirely reject Liberty's claim.

### c. Position of the Respondent / Al Jazira

18. In its reply to the claim, Al Jazira first pointed out that Liberty's accusations were "(i) made in bad faith, (ii) are misleading, and (iii) are contrary to the material evidence of this matter in hand".
19. In particular, Al Jazira pointed out that Liberty's accusations that "an 'oral expression of interest by Al Jazira, the Player was released in early October 2019'", that "Al Jazira FC secured a residency to the Player valid up to 03 January 2022" and that "Al Jazira FC 'kidnapped the Player' and 'decided to keep him until there till his contract eventually ran out on 24 April 2022'" are not supported by any evidence and should be entirely dismissed.
20. Al Jazira also pointed out that no evidence that Liberty's correspondence of 12 December 2019 was effectively dispatched to and received by the Ghanian FA was provided. The allegation that Al Jazira wanted to keep the player beyond the end date of the alleged trials is neither logic nor proven, as the player was 16 years old by the time, and the club would have to retain him for two long years. Furthermore, Liberty's allegation that the players "were sent to Dubai for trials with the club Al Jazira FC" cannot be upheld, as Al Jazira is located in Abu Dhabi. Thus, for its inconsistency, this correspondence should be entirely disregarded.
21. The club also pointed out that the contract concluded between the player and Liberty was signed on 25 April 2019, when the player was 15 years old and is not signed by his parents; thus, it should be considered as null and void.
22. In addition, considering that Liberty did not take any measures since the alleged breach of the contract in December 2019, which it considers to be the event giving rise to the dispute, and that the claim was only lodged in May 2022, Al Jazira deemed that Liberty's claim is prescribed and should therefore not be treated by FIFA.
23. With respect to the facts of the dispute, Al Jazira claimed that the player arrived in the UAE with his father as a sponsor in January 2020, with a student visa. As per the club, "The Player got introduced to the football academy of Al Jazira FC by a third party. As the Player was showing remarkable improvements during training sessions, Al Jazira decided to enquire about the Player from the GFA to explore the option of registering him under the category of "Resident Amateur Player" as per the Regulations of the UAE Football Association ("UAEFA"). Being already based in the country, Al Jazira would be interested in helping the Player to develop. Therefore, on December 2020 Al Jazira FC requested the UAEFA to contact GFA to enquire about the player's status and whether the player fulfil the criteria set by the local regulators to be registered as an Amateur Resident Player". In spite of the fact that Liberty was made aware of Al Jazira's interest to register the player in December 2020, it did not take any measures to ensure that the player would return and perform the contract. In fact, Liberty did not

comply with any of its contractual obligations and only reacted to Al Jazira's consultation with its claim in March 2022.

24. Al Jazira only concluded an employment contract with the player after he turned 18 and the contract would only start after the expiry of the previous contract of the player with Liberty. Al Jazira duly contacted Liberty before signing the player and his hiring was done in line with the provision of art. 18 par. 3 of the RSTP.
25. Furthermore, Liberty pointed out that *"from the evidence submitted by the Claimant that the Player was not training with the Claimant since, at least, October 2019 based on Appendix 2 of the claim. In other words, since October 2019 until March 2022 and at least for the duration of 28 months the contract between the Claimant and the First Respondent has not been executed by either party without any complains by any of them! The documents submitted by the Claimant supports that the Claimant was aware that the First Respondent was residing in the UAE since January 2020, and that on December 2020 Al Jazira FC, through the UAEFA, made a first query on the possibility and eligibility to register the Player. However, those documents do not contain any legal notices addressed to the Player from December 2019 until March 2022. (...) As a matter of fact, only on 29 March 2022 when the Claimant addressed a letter to the Second Respondent accusing it of acts of criminal nature, the Claimant never put the First Respondent in default for breaching the employment contract signed in April 2019, rather the Claimant's correspondence to the Second Respondent aimed for "advised to proceed immediately, 2 days upon receipt of this letter, i.e. by 31 March 2022 to conclude transfer negotiations". Thus, it is beyond doubt that the Claimant's real intentions from the Letter addressed to the Second Respondent to conclude "transfer negotiations" aiming to secure a financial benefits from the First Respondent rather than protecting the interest of a no longer "minor" Player as alleged"*.
26. Based on the foregoing, Al Jazira makes the following request for relief:
  - *"On the Procedural Issues*
    - a) *To rule that FIFA Tribunal is incompetent to hear the matter, pursuant to article 23.2 of FIFA RSTP on the basis that more than two (2) years have elapsed from the event giving rise to the dispute.*
  - *On the Merits*
    - a) *To rule that the First Respondent lacked legal capacity when entered into an employment contract with the Claimant and without the consent of the Player's legal guardians and therefore to consider this contract as null and void.*
    - b) *Acknowledge that Al Jazira FC acted in good faith and within its legal rights to enter into an employment relationship with the First Respondent.*
    - c) *To dismiss the Claim and all the requests filed by the Claimant.*
    - d) *To rule that the Claimant shall bear all the cost and expenses related to this proceeding, and pay the amount of 10,000 CHF as a contribution toward legal fees to Al Jazira FC"*.

### III. Considerations of the Dispute Resolution Chamber

#### a. Competence and applicable legal framework

27. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 2 May 2022 and submitted for decision on 4 August 2022. Taking into account the wording of art. 34 of the June 2022 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
28. Subsequently, the members of the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 lit. a) of the Regulations on the Status and Transfer of Players (July 2022 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Ghanaian club, a Ghanaian player and an Emirati club.
29. At this point, the Chamber referred to art. 23 par. 3 of the Regulations (July 2022 edition), which stipulates that the decision-making bodies of FIFA shall not hear any dispute if more than two years have elapsed since the facts leading to the dispute arose. The application of this time limit shall be examined *ex officio* in each individual case.
30. In this context, the Chamber recalled that the present claim was lodged in front of FIFA on 2 May 2022. Therefore, in line with art. 23 par. 3 of the Regulations, any the event giving rise to the dispute before 2 May 2020 is affected by the statute of limitations.
31. The Chamber noted that, in the present case, Al Jazira contested the admissibility of the claim as it deemed it prescribed. In this respect, Al Jazira pointed out that Liberty deemed the player's non-return around mid-December 2019 as the event giving rise to the dispute. Thus, as the claim was only lodged on 2 May 2022, Al Jazira deemed that the latter is prescribed.
32. After a thorough analysis of the matter, the Chamber concluded that the event giving rise to the dispute is the alleged breach of contract with Al Jazira in March 2022 and, consequently, that Liberty's claim is admissible.
33. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations on the Status and Transfer of Players (July 2022), and considering that the present claim was lodged on 2 May 2022, the March 2022 edition of said

regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

#### **b. Burden of proof**

34. The Chamber recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Chamber stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).

#### **c. Merits of the dispute**

35. Its competence and the applicable regulations having been established, the Chamber entered into the merits of the dispute. In this respect, the Chamber started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Chamber emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which it considered pertinent for the assessment of the matter at hand.

##### **i. Main legal discussion and considerations**

36. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute if the player breached his alleged contract with Liberty and, in the affirmative, if Al Jazira induced such breach.
37. Furthermore, the DRC acknowledged that both, the player and Al Jazira, argued that the contract with Liberty cannot be considered as valid and binding as it was signed by the player only, when he was 15 years old.
38. In this context, the Chamber acknowledged that its task was to address the following issues:
- Was there a valid and binding contract between the player and Liberty?
  - Was the contract breached without just cause by the player, induced by Al Jazira?
39. Regarding the validity of the player's contract with Liberty, the Chamber indeed stressed that such contract was signed by the 15-year-old player only, without any consent of his parents.
40. In this respect, the DRC firstly pointed out that an underaged player deserves the highest protection under the Regulations.



41. In view of the above, the Chamber concluded that the absence of the parents' signature cannot be cured, regardless the fact that the player remained playing with Liberty. In this respect, the Chamber highlighted that an underaged player himself cannot give tacit consent to the employment relationship.
42. Consequently, the Chamber concluded that the contract with Liberty is not valid and binding, making any further analysis on the merits obsolete.

#### ii. Consequences

43. Having stated the above, the members of the Chamber rejected the claim of Liberty.

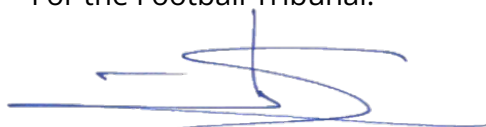
#### d. Costs

44. The Chamber referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Chamber decided that no procedural costs were to be imposed on the parties.
45. Likewise and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings.
46. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

#### **IV. Decision of the Dispute Resolution Chamber**

1. The claim of the Claimant, Liberty Prof FC, is admissible.
2. The claim of the Claimant is rejected.
3. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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## **NOTE RELATED TO THE APPEAL PROCEDURE:**

According to article 57 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS) within 21 days of receipt of the notification of this decision.

## **NOTE RELATED TO THE PUBLICATION:**

FIFA may publish this decision. For reasons of confidentiality, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 17 of the Procedural Rules).

## **CONTACT INFORMATION**

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