

REPUBLIC OF SOUTH AFRICA



**THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, JOHANNESBURG**

Case No: 25191/2021

- (1) REPORTABLE: NO
(2) OF INTEREST TO OTHER JUDGES: YES

15 June 2021
DATE


ROLAND SUTHERLAND

POLOKWANE CITY FOOTBALL CLUB

APPLICANT

and

SOUTH AFRICAN FOOTBALL ASSOCIATION

FIRST RESPONDENT

NATIONAL SOCCER LEAGUE

SECOND RESPONDENT

ADV HILTON EPSTEIN SC N.O.

THIRD RESPONDENT

SEKHUKHUNE UNITED FOOTBALL CLUB

FOURTH RESPONDENT

and

ROYAL AM FOOTBALL CLUB

FIRST INTERVENING PARTY

and

TS SPORTING FOOTBALL CLUB

SECOND INTERVENING PARTY

And in the matter between:

Case No: 26189/2021

TS SPORTING FOOTBALL CLUB

APPLICANT

and

SOUTH AFRICAN FOOTBALL ASSOCIATION

FIRST RESPONDENT

NATIONAL SOCCER LEAGUE

SECOND RESPONDENT

ADV NAZEER CASSIM SC N.O.

THIRD RESPONDENT

JOMO COSMOS FOOTBALL CLUB

FOURTH RESPONDENT

RICHARDS BAY FOOTBALL CLUB

FIFTH RESPONDENT

SEKHUKHUNE UNITED FOOTBALL CLUB

SIXTH RESPONDENT

ROYAL AM FOOTBALL CLUB

SEVENTH RESPONDENT

POLOKWANE CITY FOOTBALL CLUB

EIGHTH RESPONDENT

JUDGMENT

SUTHERLAND DJP:

Introduction

[1] This case is about football as it is played in courts of law.

[2] Before the court are two urgent review applications.¹ One application is by Polokwane City Football Club and the other is by TS Sporting Football Club. Each application seeks to set aside awards given under the auspices of the South African Football Association (SAFA) Disciplinary Rules. The awards are those of Adv Nazeer Cassim SC given on 11 May 2021 in respect of the TS Sporting application and of Adv Hilton Epstein SC in respect of Polokwane Club, given on 19 May 2021. The outcome of these applications shall determine which club in the National Soccer League Glad Africa Championship is promoted to the Premier League and which clubs must take part in the playoffs. The applications are urgent because the season has all but ended and the playoffs have been postponed to a date four days after the matter has been scheduled to be heard.

[3] Also, the national Soccer League (NSL) have launched a counter-application for a declaratory order on an issue pertinent to the controversy in the review applications. The relief claimed is thus:

‘Declaring that where a Disciplinary Committee or Arbitrator makes a finding of misconduct in terms of the NSL handbook for which there is no express sanction specifically provided in the NSL handbook, the Disciplinary Committee or Arbitrator has a discretion on the appropriate sanction considering all relevant circumstances and range of possible sanctions in Rule 57.13 of the NSL handbook. The Disciplinary committee or Arbitrator is not obliged to apply Article 22 of the FIFA Disciplinary Code or Article 55 of the SAFA Disciplinary code.’

¹ All the parties were content to have the applications addressed on the premise that the Promotion of Administrative Justice Act 3 of 2000 (PAJA) applies, as was held in *Ndoro & Another v South African Football association and others* 2018 (5) SA 630 (GJ). All the parties are referred to exclusively by name to avoid confusion that would otherwise flow from their citation in both applications. The applications to intervene were unopposed. The question of whether or not the intervening parties had standing to join in the review application, given that they were neither parties to the arbitrations nor to the proceedings before the disciplinary committees whose decisions gave rise to the disputes referred to arbitration, was not decided and the parties adopted a pragmatic stance not to challenge the intervenors standing. Nothing in the judgment should be understood to be a finding that the intervenors had standing.

Relevant factual background

[4] In both cases before this court an alleged breach of the NSL rules were the subject of a formal protest before a match.

Polokwane Club and Sekhukhune Club

[5] It is common cause that on 2 January 2021, when Polokwane Club played Sekhukhune Club, Polokwane Club breached Article 35.2 of the NSL Handbook. It provides:

‘Clubs participating in the National First Division must include in the team sheet for every match a minimum of five players who are both under 23 and eligible to represent South Africa. a minimum of two under 23 players must be on the field of play at all times during the match. For purposes of certainty, if a team has made all of its substitutions leaving two under 23 players on the field and one or both of these is injured or receives a red card and the team must complete the match with ten or less players this will not constitute a contravention.’

[6] The controversy that arose was about the sanction. Polokwane Club had won the match. The disciplinary committee imposed a sanction as provided in Rule 57.13.17 of the NSL Handbook, which provided for a deduction of the points for a win. Also, a fine suspended for a period was imposed.

[7] Polokwane was aggrieved by this outcome and took the view that the disciplinary committee’s decision should be challenged. The club appealed. However, the NSL CEO, as he was empowered to do, instead of convening an appeal hearing, referred the dispute directly to arbitration. Epstein SC was chosen by the parties to preside. After hearing the matter, he imposed

a different sanction: that provided in rule 57.13.16, ie a forfeit of the match. The application for a review by Polokwane Club lies against that decision.

TS Sporting Club v Jomo Cosmos Club

[8] When on 13 January 2021, TS Sporting Club played Jomo Cosmos Club, TS Sporting registered a protest that Jomo Cosmos Club had breached several rules. The charges were subsequently put at the disciplinary hearing. The disciplinary committee, ultimately, found that Jomo Cosmos Club was guilty of only one of the charges; one on which it had pleaded guilty of a breach of Article 7.11 which stipulates that a club player in a match must be properly attired in the team uniform which must bear a number. The Club was fined R20 000.00 of which half was suspended for a year.

[9] TS Sporting Club was aggrieved and appealed. As in the Polokwane Club case already addressed, the NFL CEO referred the dispute directly to arbitration. Cassim SC was chosen by the parties to preside. After hearing the matter, he held that Jomo Cosmos was guilty of several of the charges over and above that to which it had pleaded guilty. After considering the circumstances, he imposed a fine of R20 000.00, of which half was suspended for 6 months. He also ordered that TS Sporting Club have its arbitration fee refunded. The review lies against that decision.

The Controversy

[10] The upshot is that the parties who attack the Cassim award allege the only proper sanction was a forfeit, and thus contend that Cassim SC committed a reviewable irregularity by not imposing that sanction, whereas, the parties who attack the Epstein award allege that the

imposition of a forfeit by Epstein SC was an irregularity. The arguments advanced in both cases are premised on each of the arbitrators misreading the rules that governed the arbitrations and misinterpreting their powers. The label “error of Law” is used to capture this allegation. The several other grounds for review alleged in the papers traverse the usual shopping list drawn from Section 6 of PAJA, in which, as is customary in those matters, the meagre facts as proven, are described in as many different ways as the imagination can sustain to try to present them as providing a foundation for several distinct substantive irregularities. This is, as usual, wholly transparent and unimpressive. As will appear plain hereafter, the locus of the real debate is the question whether or not the arbitrators exceeded their powers as vested in them by reason of an incorrect reading of the relevant rules they were bound to apply.

The scope of an arbitrator’s powers

[11] The regulation of the game of Football is labyrinthine. At international level, FIFA is the supreme regulator. National bodies, such as SAFA are members of FIFA. The NSL, the regulator of professional football in South Africa is, in turn, a member of SAFA. These tiers of regulatory bodies are required to frame their own regulatory regimes to achieve coherence throughout the hierarchy. The objective of creating a comprehensive regime is aided by the adoption of the norm that where a body lower down in the hierarchy has not in its system made provision for an issue that may arise, one may go up the ladder to locate an injunction about how to address that issue.

[12] The regulatory regime applied by NSL to its members, which include the clubs cited as parties in this case, is codified in the NSL Handbook. A part thereof addresses disciplinary matters.

A disciplinary committee is established to address any misconduct as stipulated, which is committed by, inter alia, the clubs. Article 22.9 provides:

‘The Disciplinary committee will apply the provisions of the NSL Handbook, and should it be silent on any relevant issue, then the peremptory prescripts of SAFA, CAF, and FIFA will apply in that order, within the constraints of South African law and the National Constitution.’

[13] The first question raised is about whether the NSL Handbook is indeed silent on a sanction for a breach of Article 35.2, cited above. The place to begin the analysis is with the role and scope of powers of disciplinary committee. Article 55.14.4 of the NSL Handbook stipulates that a Disciplinary Committee: “...may impose any sanction available to it in terms of the NSL Handbook.” Following on from that provision, Article 57.2 of the NSL Handbook prescribes:

‘In making its determinations the disciplinary committee will be guided by the NSL Handbook, the principles of fairness and equity, the developing jurisprudence of sports tribunals and South African law, but will not be bound by any law relating to procedure or the admissibility of evidence in proceedings before a court of law.’

[14] Article 55 of the NSL Handbook stipulates several acts of misconduct. No sanctions are specified. In Article 58, further transgressions are listed and have specific sanctions stipulated. None of these Article 58 transgressions concern this controversy. Article 57.13 lists the possible sanctions for the misconduct listed in Article 55, and is prefaced by this injunction:

‘If misconduct is proved, the disciplinary committee will impose any one or a combination of the following sanctions on both natural and legal persons.’

[15] The text of 57.13 thereupon lists sanctions that can be visited on natural and legal persons and natural persons only and on legal persons only. Relevant to a club which is found to be delinquent, the following sanctions are stipulated as available:

- ‘57.13.1 warning.
- 57.13.2 reprimand.
- 57.13.3 a monetary fine on any terms decided on by the disciplinary committee with a maximum of –
- 57.13.3.1 R1,000,000 for a member club
-
- 57.13.14 the annulment of the result of a match
- 57.13.15 expulsion from a competition or from the league
- 57.13.16 forfeit of a match-
 - 57.13.16.1 A team sanctioned with a forfeit is considered to have lost the match by three goals to nil.
-
- 57.13.17 deduction of points’
- 57.14.3 the disciplinary committee may suspend a sanction for a period of between six months and two years.’

[16] A club aggrieved by the outcome of a disciplinary committee hearing may appeal and ultimately a final and binding arbitration bring any dispute to an end. The arbitrations are conducted in terms of SAFA’s disciplinary Rules. The powers of the arbitrator are set out in Article 81. It is important to acknowledge and digest that the process is an arbitration not an appeal. The process provided is, in effect, a rehearing of the allegations of misconduct as initially registered in a protest. There is no express or implicit requirement to defer to the Disciplinary Committee. This role is plain from the provisions of these articles:

‘81.9: The arbitration shall be carried out informally and in a summary manner. It will not be necessary to observe strict rules of evidence or procedure.

81.10: the arbitrator shall not be confined to the record before the appeals board and shall have the right to call for any papers, records or other evidence as he may deem necessary to reach his finding. The chairpersons of previous disciplinary committees or the appeal board may be called to explain their decisions at the sole discretion of the arbitrator.

81.11: Notwithstanding anything contained in these rules the powers of the arbitrator shall be wide and shall be determined by the arbitrator at his sole discretion.’

[17] These powers address the conduct of the proceedings. The arbitrator is, of course, as a creature of the disciplinary process, required to address the prescribed acts of misconduct and to impose sanctions from the range of sanctions as prescribed in the NSL Handbook. The power to

interrogate the appeal board and the disciplinary committees indicate that the function to performed by the arbitration is to reevaluate what had gone before. The powers to make a decision do not exceed that which a disciplinary committee could have decided.

The Epstein Award

[18] The critical passage that triggered the controversy is that in para 35. The whole para reads thus:

‘The DC should in the circumstances have followed Rule 57.13 16 and sanctioned the respondent [Polokwane club] with a forfeit whereby the respondent should be considered to have lost the match by three goals to nil. The DC should have acted, not only in terms of article 57.13.16, but also in terms of article 22 of FIFA disciplinary code as referred to above.’ (Emphasis added)

[19] The sentence that references FIFA 22 is the source of debate. FIFA 22 also provides for a forfeit of a match.² The contention is advanced that Epstein SC relied on FIFA 22 to decide the matter. There are two rival arguments advanced on that premise.

19.1 Those who seek to uphold the award argue that the arbitrator had no option but to impose that sanction and invoke FIFA because the NSL handbook is silent on a sanction for Article 35.2 transgressions. Moreover, FIFA 22 is mandatory and hence the arbitrator had no discretion but to order a forfeit.

² Article 22 of FIFA disciplinary code:

1. If a player is fielded in a match despite being ineligible the team to which the player belongs will be sanctioned by forfeiting the match and paying a minimum fine of CHF 6000.
 2. A team sanctioned with a forfeit is considered to have lost the match 3-0 in an 11 a side football’
- Paragraph 19 of the commentary on the FIFA disciplinary Code provides considerable amplification of this meaning of this text. Notably, the term fielded refers to a player literally taking the field and excludes a broader meaning that ‘participation’ or ‘takes part’ may convey by being a member of the squad from which the players are ‘fielded.’

In the two reviews, no player was ‘fielded’ in the sense prescribed by FIFA.

19.2 Those who seek to set the award aside argue that the arbitrator erred by relying on FIFA 22 because the NSL Handbook is not silent on a sanction for a transgression of Article 35.2 and therefore Article 29.2 of the NSL Handbook was not triggered to licence a search for guidance from a higher regulatory body's rules. Thus, the assumption by the arbitrator that he was compelled to look to FIFA was an irregularity.,

[20] In my view, the very premise of both of these contentions is flawed. It is an incorrect reading of the award to posit that Epstein SC relied on FIFA 22. It is plain that the reference to FIFA 22 is pure surplusage. Omit that phrase and what is left? - A forfeit as prescribed by the NSL rules. A proper reading of this passage reveals that this reference is merely a fortification of the reasoning offered as to the propriety of imposing the sanction in rule 57.13.16 which rule, it is emphasized, echoes the international standard laid down by FIFA.

[21] Is there anything that inhibited Epstein SC from imposing the sanction in Article 57.13.16? It is a prescribed sanction in the NSL rules for misconduct. That sanction alone or in combination with others is competent. Moreover, nothing in the award supports the interpretation that Epstein SC thought he was compelled by an absence of a discretion to impose the sanction of a forfeit; a fair reading indicates that he deemed a forfeit appropriate to meet the circumstances.

[22] The breach of Article 35.2 was a serious transgression. The award reflects that Epstein SC applied his mind to that aspect. He was alive to the consequences of the aggrieved club being left with no real relief in the absence of a forfeit. This is evident from para 27 of the award where he put his finger on the gravamen of Polokwane Club's conduct; ie Polokwane Club won a match 1-

0 when it breached the rules. Epstein SC reasoned that to merely suffer a deduction of the winning points was inadequate to meet the circumstances. That was a value judgment. The arbitrator is mandated to make a value judgment about appropriate sanctions.

[23] Where it could cogently be argued that Epstein SC did err was in his ostensible agreement with the submission put to him that the NSL rules are “silent” about a sanction on a breach of Rule 35.2. Nonetheless, the conclusion he reached in relying on 57.13.16 shows that he did not in truth rely on a silence in the NSL Handbook to reach a decision.

[24] Moreover, what is required in terms of Article 29.2, cited above, is silence on *an issue*. Silence in this context is a term of art. Properly understood it means that where the NSL Handbook cannot be interpreted to provide for a particular situation there is an anterior source of authority to consult and from which to take instruction on how to address that issue. This cannot mean that because a particular Rule does not specify a particular sanction there is a “silence” in the NSL code. Indeed, to belabour the point, Epstein SC himself invoked Rule 57.13.16 thereby vividly demonstrating that there was no silence as meant by Rule 22.9. It is wholly appropriate for the NSL Handbook to provide, in general terms, for breaches of rules and corresponding thereto, provide for a range of sanctions appropriate to be imposed at the discretion of the decision maker.

[25] Accordingly, no sound basis is advanced to disturb the award given by Epstein SC on either thesis.

The Cassim award

[26] Cassim SC found, unlike the Disciplinary Committee, that Jomo Cosmos Club had committed several transgressions, albeit intimately interrelated. As formulated in the award, Cassim SC held that Jomo Cosmos misconducted itself thus:

Count 1: The Club lied to the referee by saying its player was ill when in truth it had no proper kit to issue to him. This breached Article 55.3.2.

Count 2. After removing a player from the team sheet, he was added back prior to the game. This breached Article 16.3.2.

Count 3. After removing a player from the team sheet, the Club let him be seated on the bench which meant he ‘participated’ in the match and therefore breached FIFA 22.³ (Cassim SC linked count 4 to count 3. He did not find Jomo Cosmos guilty on Count 4, an allegation of a breach of Article 35.2 – the duty to include at least 5 U23 players, because he regarded count 4 as an alternative to count 3, which should therefore be disallowed because it amounted to an improper splitting of or duplication of charges.)

Count 5: The club failed to provide proper kit for its player. This breached Article 7.11.

Count 6: The entire incident of disgraceful conduct breached Article 55.3.13 which forbids conduct which brings the game into disrepute.

[27] The award, on a fair reading, reflects that Cassim SC held the view that the entire debacle was triggered by a kit deficit which became the subject of a botched effort to cover up that lesser transgression which, thereupon, multiplied one lie on top of another as the club tried to claw its

³ This notion is of course quite incorrect. See footnote 2.

way out of the trouble it brought upon itself. Cassim SC took the view that a *mea culpa* on this issue could have avoided the debacle that followed. This was a key dimension of the perspective he held of the episode which plainly influenced his assessment of what, on a balanced basis, was fair.

[28] The option of a forfeit was argued before him. He rejected that. He reasoned thus, in para 25 - 26 of the award:

‘I now deal with the appropriate sanction. I accept that Jomo Cosmos has failed to show remorse or indeed an understanding of its wrongful misconduct. On the other hand of the spectrum, it will be wrong for me to order forfeiture of the game This would be disproportionate to the severity of the misconduct. ... Ndlovu was on the bench and did not play in the fixture. ...in ordering any forfeiture I would be interfering with the standing of the other teams in the league. Jomo cosmos won the fixture on merit 1-0. Teams must be encouraged to succeed on the soccer field and not through litigation. Vindication of rights must be dealt with case by case. A just and equitable remedy for TS Sporting would be in the circumstances to ameliorate the costs it incurred in rightly pursuing its protests.’

[29] It is apparent that Cassim SC applied his mind to the peculiar facts and weighed the equities and the implications of the sanctions that could be applied. He was conscious of the idea that the sanction should meet the scale of moral blameworthiness of the misconduct. He was empowered to make such a value judgment. Although there may be different views which perceive the outcome inappropriate, such views are irrelevant. No irregularity took place. He was authorised to impose the sanctions that were imposed. There is no valid basis to support the contention that he was obliged to impose a forfeit. He was vested with a discretion, and he exercised it, after due consideration of the matter.

[30] It is of course correct that Cassim SC alluded to FIFA 22. The allusion was like that in the award of Epstein SC: wholly superfluous. It was also argued that Cassim SC should have had

regard to article 55 (1) of the SAFA disciplinary code, having regard to the comity that the hierarchy of regulatory bodies required. The argument was premised on characterisation of the transgression of Jomo Cosmos as founded on the 'ineligibility' of a player participating in the match, which constituted a distinct species of misconduct.

Article 55(1) of SAFA disciplinary code provides:

'I. If a player takes part in an official match despite being ineligible his team will be sanctioned by forfeiting the match (cf 31) and paying a minimum fine of R6000.'

and Article 31 provides that:

'Teams sanctioned with a forfeit are considered to have lost the match by 3-0.....'

[31] The thesis fails on its basic premise which is that direct application of the rules of higher regulatory bodies can occur. There is simply no foundation for such a contention.

Apparent inconsistency in the Awards

[32] It cannot go unnoticed that in the two matters very different approaches to discipline are demonstrated by each of the arbitrators. That does mean that one is right and the other wrong. Indeed, to draw comparisons between the awards of different arbitrators, though naturally tempting, is inappropriate. Diversion of approach and seeming inconsistency in outcome is part of the price to be paid for final and binding arbitration. The critical question is never about 'correctness' but only about whether the arbitrators fulfilled their mandate properly. Where value judgments about fact-specific occurrences are part of that mandate 'consistency' to the satisfaction of all is illusory.

The Declaratory order sought by the NSL

[33] Having regard to the findings set out above, it follows that the NSL handbook is not silent in respect of the sanctions that can be imposed in respect of a breach of rules addressed in the two arbitrations. That conclusion also applies, axiomatically, more broadly to other acts of misconduct stipulated in the NSL Handbook, addressed in Articles 55 - 57. Furthermore, an arbitrator is vested with a discretion as to which of a range of sanctions to be found in the NSL Handbook, are, in given fact-specific circumstances, appropriate to impose.⁴

[34] Precisely what the appropriate mechanics would be when a lacuna actually does exist in the NSL handbook on an issue, is not a subject this judgment needs to address. What has been demonstrated in these two reviews is that no basis was proven to contemplate any direct application of a provision of either the SAFA or FIFA regimes. No one argued that the CAF rules might be referenced for guidance.

[35] An irony of note is that Article 35.2 of the NSL Handbook requiring a minimum number of U23 players in a team is a peculiarly South African norm. Were one to seek any a provision in any other regulatory set of rules, it follows that the prospects of finding cogent guidance is slim. To overcome that difficulty, a thesis has been advanced that one can conceptualise a species of ‘ineligibility’ misconduct and parachute Article 35.2 into that milieu. That is plainly misconceived.

⁴ Evidence was presented that the members of the NSL including the clubs who were parties in these cases, were party to debates within the Board of Governors in 2019 of the NSL about a proposed amendment to address whether an arbitrator, inter alia, should retain a discretion in applying discipline in matters involving the participation in a match of ineligible players. There was unanimity that in terms of the NSL Handbook, an arbitrator was vested with a discretion in this regard. Thus, it was argued, the conduct of the parties supports the contention that the NSL Handbook provides a discretion as to sanction. This contention is in my view correct but I have not regarded it as necessary to rely on it to reach my conclusions.

The term ‘ineligible’ has no self-standing utility. What the term means is context driven and the likelihood of being able to marry a local rule addressing an exceptional local issue to a generic provision is improbable.

[36] At the level of generality, the notion of any direct application of any FIFA or SAFA, or for that matter, any CAF rules, in an arbitration about a transgression of NSL rule is a misconception. Article 22.9 does not contemplate that result. In Article 71 of the FIFA disciplinary code this is provided:

‘The Associations [ie SAFA] are obliged to adapt their own disciplinary provisions to the general principles of this code for the purpose of harmonising disciplinary measures. Article 62 (3) of this code is considered mandatory in domestic completions.’

[37] Article 62 (3) addresses the sending off of a player and the suspension of that player in a subsequent match. It is argued that if that is the only provision of the code that is mandatory, then the Associations are not bound to be slavish in other respects and may act at their discretion. This must be correct, subject only to harmony with fundamental norms. Similarly, the NSL’s subordination to SAFA and then to FIFA does not exclude the freedom for independent action, provided the regulations are in harmony with those of the higher bodies. Harmony does not mean identical. The exhaustion of all remedies at each level is implicit in such a hierarchy.

Conclusions

[38] Both applications to review and set aside the awards ought to be dismissed.

[39] The declaratory order sought is appropriate.

Costs

[40] The general rule that costs should follow the result seems appropriate. The costs incurred by the several parties cover both matters. A fair way to address the accounting exercise would in my view be the following.

[41] Polokwane Club and Royal AM Club must jointly and severally, the one paying the other to be absolved, pay the costs of Sekhukhune Club. Despite no appearances on behalf of Polokwane Club, and its attorney of record withdrawing between the time of the pre-hearing conference and the day of the hearing, it initiated the challenge and must bear responsibility for the proceedings. Royal AM Club took up the same stance in respect of the application as Polokwane Club and was the principal protagonist in the hearing to set aside the Epstein Award.

[42] T S Sporting club shall bear the costs of Richards Bay Club.

[43] All the other parties shall bear their own costs.

[44] The employment of two counsel in the matter was appropriate given the importance of the matters to the parties.

The Order

For the reasons stated, an order as set out below was issued on 12 June 2021. The order issued on 12 June 2021, in error, omitted to mention that costs should include the costs of two counsel; that omission is corrected here.

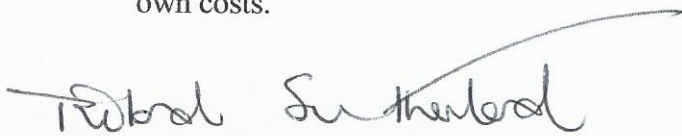
A. In case no 2021/25191:

1. The application to review the arbitration award given by Epstein SC on 19 May 2021 is dismissed.
2. The counterclaim for a declaratory order in these terms is granted:
 - (1) Where a Disciplinary Committee or Arbitrator makes a finding of misconduct in terms of the National Soccer League (NSL) handbook for which there is no express sanction specifically provided in the NSL handbook, the Disciplinary Committee or Arbitrator has a discretion on the appropriate sanction considering all relevant circumstances and range of possible sanctions in Rule 57.13 of the NSL handbook.
 - (2) The Disciplinary committee or Arbitrator is not obliged to apply Article 22 of the FIFA Disciplinary Code or Article 55 of the SAFA Disciplinary code.
3. The Costs incurred by Sekhukhune United Football Club shall be borne by Polokwane City Football Club and Royal AM Football Club jointly and severally, the one paying the other to be absolved, which costs shall include the costs of two counsel.
4. The South African Football Association and the National Soccer League shall bear their own costs.

B. In case No 2021/26189:

5. The application to review the arbitration award given by Cassim SC on 11 May 2021 is dismissed.
6. The Costs incurred by Richards Bay Football Club shall be borne by TS Sporting Football Club.

7. The South African Football Association and the National Soccer League shall bear their own costs.



ROLAND SUTHERLAND

Deputy Judge-President, Johannesburg,

Gauteng Division of the High Court of South Africa

Date of hearing: 11 June 2021

Date of judgment: 15 June 2021

For the parties in both applications:

Polokwane Club:

No appearance.

Sekhukhune Club:

Adv N Arendse SC, with him,

Adv D Borgstrom SC.

TS Sporting Club:

Adv P Stais SC, with him,

Adv L Van Rhyn Van Tonder.

Royal AM Club:

Adv D Mpofu SC, with him,

Adv T Motlenya.

Richards Bay Club:

Adv A Coetzee.

SAFA:

Adv T F Mathibedi SC, with him,

Adv P E Mmutle,

Adv N B Kekana.

NSL:

Adv F Snyckers SC, with him,

Adv S Scott.