



**IN THE HIGH COURT OF SOUTH AFRICA
FREE STATE DIVISION, BLOEMFONTEIN**

Not reportable

Case no: 2026-124279

In the matter between:

MANGAUNG UNITED FOOTBALL CLUB

APPLICANT

and

SASOLBURG UNITED FOOTBALL CLUB

FIRST RESPONDENT

ADV ROSELINE NYMAN SC N.O.

SECOND RESPONDENT

FREE STATE FOOTBALL ASSOCIATION

THIRD RESPONDENT

SOUTH AFRICAN FOOTBALL ASSOCIATION

FOURTH RESPONDENT

MOUNTAIN EAGLES FOOTBALL CLUB

FIFTH RESPONDENT

BRAVE ELEVEN FOOTBALL CLUB

SIXTH RESPONDENT

Neutral citation: *Mangaung United Football Club v Sasolburg United Football Club and Others* (2026-124279) [2026] ZAFSHC 421 (04 September 2026)

Coram: KHUDUGA AJ

Heard: 23 July 2026

Delivered: This judgment was handed down electronically by circulation to the parties' representatives by email and released to SAFLII. The date and time for hand-down is deemed to be 15h30 on 04 September 2026.

Summary: Rule nisi confirmed – review – arbitration award – South African Football Association Competition Uniform Rules.

ORDER

- 1 The rule *nisi* issued on 1 June 2026 is confirmed.
 - 2 The first respondent shall pay the applicant's costs of the main application.
 - 3 The first respondent shall pay the reserved costs of the anticipation application proceedings.
 - 4 The first respondent shall pay costs of counsel on Scale C.
 - 5 There is no order as to costs against the second to the fifth respondents.
-

JUDGMENT

Khuduga AJ

[1] This is the return day of a rule *nisi* issued on 1 June 2026. On 1 June 2026, the court, per Greyling-Coetzer J, condoned the applicant's non-compliance with the rules of court and directed that the application be heard as one of urgency in terms of rule 6(12). A rule *nisi* was issued, returnable on 25 June 2026.

[2] Pending the finalisation of the application, the court directed that the order reviewing and setting aside the arbitration award, as well as the substituted relief, would have immediate effect. The arbitration award which forms the subject matter of these proceedings was issued by the second respondent, Adv Nyman SC, on 29 May 2026.

[3] The dispute before the arbitrator concerned a complaint by Sasolburg United Football Club (Sasolburg) against Mangaung United Football (Mangaung) concerning the alleged fielding of an ineligible player, Alfred Mosoeu Mosoeu (Mosoeu), in fixtures of the ABC Motsepe League. The complaint alleged that Mosoeu was a Lesotho national and had been improperly registered in contravention of rules 12 and 14 of the South African Football Association (SAFA) Competition Uniform Rules.

[4] The arbitrator ultimately upheld Sasolburg's complaint, declared that Mosoeu had been improperly registered and was therefore ineligible to play for Mangaung, ordered

Mangaung to forfeit 22 matches by a score of 3-0, and made an adverse cost order against Mangaung.

[5] The applicant approached this Court seeking, *inter alia*, the review and setting aside of that award.

[6] The first respondent opposed the application and, as it appears from the submissions before me, raised a number of objections, including a challenge to the jurisdiction of this Court, reliance upon specialist FIFA/SAFA dispute resolution structures, the alleged failure by the applicant to exhaust internal remedies, and the contention that the arbitrator's award ought not to be interfered with.

[7] It is necessary first to consider what occurred before the arbitration. The complaint was lodged by Sasolburg on 22 May 2026. The Free State Football Association's Provincial Executive (Provincial Executive) dismissed the complaint on the basis that, under the applicable rules, a complaint had to be lodged within seven days of the incident and, further, that rule 13.11 required a complaint concerning player registration to be lodged within 14 days of registration.

[8] Despite that decision, the matter was referred directly to arbitration, apparently because of the time constraints prevailing at the time. The arbitrator was appointed on 27 May 2026, and the arbitrator was heard on 28 May 2026.

[9] The applicant challenged the competence of the arbitrator on the basis, *inter alia*, that the complaint was out of time in terms of rule 13.11, which provides, in substance, that SAFA shall maintain official registers of players and that no complaint concerning player registration may be entertained by any judicial body if the complaint was not lodged within 14 days upon registration of the player.

[10] The arbitrator nevertheless concluded that rule 13.11 was not peremptory. Her reasoning was that the use of the word 'may' in the second sentence indicated that the judicial body retained discretion to condone non-compliance within the 14-day period.

[11] The arbitrator considered article 42 of the SAFSA Disciplinary Code, which provides a two-year limitation period for infringements committed during a match. She

concluded that article 42 was applicable and that the complaint was therefore not late. In the alternative, she stated that, even if she were wrong on that issue, she would grant condonation due to the seriousness of the complaint and its merits.

[12] The arbitrator further rejected the argument that the applicant (Sasolburg) had failed to exhaust internal remedies, holding that Provincial Executive had itself referred the matter to arbitration due to time constraints and that the appropriate remedy available to Mangaung would have been to bring a counter application challenging the referral, which it had failed to do.

[13] On the merits, the arbitrator found that the dispute concerned whether Mosoeu was eligible to play for Mangaung. She considered SAFA rules governing foreign players and accepted evidence that Mosoeu had played for the Lesotho national team.

[14] The arbitrator ultimately concluded that Mangaung had fielded an ineligible player and had thereby contravened rule 12 of the SAFA competition Uniform Rules. The sanction followed. The arbitrator ordered that 22 matches be forfeited 3-0 and directed the parties to share the arbitrator's and attorney's fees, while also directing Mangaung to pay Sasolburg's costs of the complaint.

[15] The principal issues which arise are:

- (a) Whether the Court has jurisdiction to entertain the review;
- (b) Whether the FIFA/SAFA dispute-resolution framework excludes the jurisdiction of the Court;
- (c) Whether the arbitrator materially misdirected herself in dealing with rule 13.11 and the applicable time periods.
- (d) Whether the arbitrator was entitled to condone non-compliance with rule 13.11;
- (e) Whether the award is renewable notwithstanding that it was made pursuant to a specialised sporting arbitration framework;
- (f) Whether the rule nisi should be confirmed/discharged, and
- (g) The appropriate cost order.

[16] The first respondent submitted that the Court lacks jurisdiction to entertain and interfere with the arbitration award as the matter falls squarely within SAFA regulatory framework and the applicable football rules provide their own mechanism for review and

appeal.

[17] I do not accept the submission in the form in which it was advanced. The fact that the parties have agreed to submit sporting disputes to arbitration does not mean that the resulting decision is necessarily immune from the supervisory jurisdiction of the High Court.

[18] The starting point is s 34 of the Constitution, which guarantees everyone the right to have a dispute that can be resolved by the application of law decided in a fair public hearing before a court or, where appropriate, another independent and impartial tribunal or forum.

[19] The principle expressed in *Makhanya v University of Zululand (Makhanya)*¹ is instructive. The Supreme Court of Appeal explained that in general, the High Courts exercise the original authority of the state to resolve dispute capable of being resolved by law unless that authority has been assigned elsewhere.² The existence of a specialised forum does not, without more justify denying a litigant access to a court in respect of a right falling within the High Court's jurisdiction.³

[20] I emphasise that *Makhanya* does not establish that the High Court will always have jurisdiction whenever an alternative forum exists. Where legislation validly confers exclusive jurisdiction upon another forum, the High Court must respect that allocation.⁴

[21] In this matter, the applicant is not asking the court to determine a football fixture as though it were an appeal tribunal within SAFA. It seeks judicial review of an arbitration award on recognised public law. The existence of SAFA's internal structures does not, without more, extinguish the supervisory jurisdiction of the court. In the case of *Ndoro and Another v SAFA and Others*,⁵ Unterhalter J held that football disputes and arbitration tribunal decisions are administrative actions open to scrutiny by way of judicial review

¹ *Makhanya v University of Zululand* [2009] ZASCA 69; 2010 (1) SA 62 (SCA); [2009] 8 BLLR 721 (SCA); [2009] 4 All SA 146 (SCA).

² *Ibid* para 24.

³ *Ibid* paras 25 – 27.

⁴ *Ibid* paras 25 – 26.

⁵ *Ndoro and Another v South African Football Association and Others* [2018] ZAGPJHC 74; 2018 (5) SA 630 (GJ); [2018] 3 All SA 277 (GJ).

under the Promotion of Administrative Justice Act 3 of 2000 (PAJA).⁶

[22] I accept the respondent's submission that this Court should not interfere with an arbitration award merely because it might have reached a different conclusion from the arbitrator. Arbitration is intended to provide finality and specialised resolution. The Constitutional Court has recognised the importance of respecting arbitration agreements and awards in *Lufuno Mphaphuli & Associates (Pty) Ltd v Andrews and Another*.⁷

[23] The principle, however, does not mean that an arbitrator may exercise powers which the applicable rules do not confer upon her. An arbitration tribunal derives its authority from the applicable arbitration agreement and governing rules. Its powers cannot exceed those conferred upon it.

[24] Rule 13.11 is central to the determination of this application. The wording placed before the arbitrator is unequivocal in its subject matter. It provides that no complaint or dispute concerning the registration of a player may be entertained by any judicial body if the complaint was not lodged within 14 days upon registration of the player.

[25] The arbitrator recognised that the complaint had not been lodged within the prescribed 14-day period. Her conclusion was nevertheless that the rule was not peremptory because of the use of the word 'may'. With respect, that interpretation cannot be sustained. The word 'may' must be interpreted in its grammatical and contextual setting. The phrase is not simply that a judicial body 'may' entertain a complaint. It is that no complaint may be enforced if it was not lodged within the prescribed period.

[26] In context, the provision is mainly directed at limiting the jurisdiction of the judicial body to entertain a particular category of complaint after the expiry of the prescribed period. The purpose is readily apparent. Football competitions require certainty. Registration disputes cannot be permitted to remain indefinitely capable of reopening completed fixtures and altering league standings.

[27] The respondent's interpretation would substantially undermine the purpose. If rule

⁶ Ibid paras 19, 20 and 33.

⁷ *Lufuno Mphaphuli & Associates (Pty) Ltd v Andrews and Another* [2009] ZACC 6; 2009 (4) SA 529 (CC); 2009 (6) BCLR 527 (CC).

13.11 merely imposed a discretionary procedural period capable of being condoned whenever a judicial body considered the underlying complaint sufficiently serious, there would be no meaningful certainty concerning the registration of players.

[28] The consequences are particularly serious in the present matter. The arbitrator ordered the forfeiture of 22 matches. A construction permitting an old registration to be resurrected and then used to overturn a substantial number of completed fixtures would have to be clearly authorised by the governing rules. I find no such authority in rule 13.11.

[29] I have considered the arbitrator's reliance upon article 42 of the SAFA Disciplinary Code. Article 42 provided, in substance, the infringements committed during a match may no longer be prosecuted after two years, while other infringements are subject to a longer litigation period. The difficulty with the arbitrator's reasoning is that article 42 and rule 13.11 operate in materially different fields. Article 42 concerns the limitation period for prosecution of disciplinary infringements.

[30] Rule 13.11 specifically regulates the period within which a complaint or dispute concerning player registration may be entertained. To hold otherwise would render the specific 14-day provision substantially ineffective.

[31] The proper approach to interpretation requires the provision to be read harmoniously where possible. The specific rule dealing with player registration must be given effect in relation to registration disputes, while article 42 governs a broader disciplinary limitation regime. I accordingly find that the arbitrator materially misdirected herself by treating article 42 as overriding or displacing the specific 14-day limitation in rule 13.11.

[32] The arbitrator further states that, even if she were wrong regarding the application of the limitation period, she would grant condonation because of the seriousness of the complaint and its merits. Condonation is not an inherent power which may be assumed by an adjudicative body whenever it considers it fair to do so.

[33] The power to condone non-compliance must be derived from the applicable rules. Rule 13.11 is jurisdictional, and if no provision authorises the judiciary body to condone non-compliance with it, the arbitrator had no power to confer jurisdiction upon itself by

granting condonation.

[34] I have also considered the arbitration reasoning that Mangaung ought to have brought a counter application to set aside the decision of the Free State Football Association to refer the matter to arbitration. That does not answer jurisdictional differently. The question was not whether the referral could be challenged by separate proceedings. The question was whether it possessed jurisdiction to entertain the complaint or dispute. I accordingly find that this aspect of the award constituted a misdirection.

[35] The arbitrator conducted a detailed enquiry into whether Mosoeu had played for the Lesotho national team and whether he was a foreigner for the purpose of the SAFA rules. The award records evidence concerning a web page identifying Mosoeu as part of the Lesotho Squad, his Lesotho passport and movement records.

[36] It also records Mangaung's denial and its contention that there might have been more than one person named Alfred Mosoeu. The arbitrator rejected the explanation that this was a case of mistaken identity and concluded that the evidence established that the player was the same person who had played for the Lesotho team.

[37] I do not consider it necessary to determine whether that factual conclusion was correct. Assuming that Mosoeu was improperly registered and ineligible to play, the question remains whether Sasolburg's complaint could lawfully be entertained after the expiry of the specific period prescribed by rule 13.11.

[38] The answer for the reason already given is no. It follows that the merits of the underlying allegation cannot save the award. The award is accordingly reviewable as the arbitrator materially misdirected itself concerning a provision which went to jurisdiction to entertain the complaint. The award cannot therefore stand.

[39] Section 8 of PAJA, where applicable, affords a reviewing court a range of remedies including setting aside administrative action and substituting or varying the administrative action in appropriate circumstances.

[40] I have also considered the submission that the proceedings have become

academic as the relevant competition has already been completed. The completion of the competition does not render the dispute devoid of legal consequences.

[41] The June order expressly directed that the review and substituted order operate with immediate effect pending finalisation of the application.

[42] I turn to costs. The applicant has succeeded substantially in the principal relief sought. The ordinary rule that costs follow the result should therefore apply. The order of 1 June 2026 directed that the first respondent pay the costs of the application, with the costs of counsel to be on Scale C.

[43] That order was provisional insofar as the rule *nisi* remained to be confirmed. It is appropriate now to make the cost order final. I have considered the submission that this court cannot determine the costs of the anticipation proceedings as those proceedings were by another Judge. I reject that submission.

[44] The costs of the anticipation proceedings were expressly reserved for determination on the return day. The purpose of that reservation was to enable the Court determining the final position of the rule *nisi* to determine those costs.

[45] This Court is competent to determine them. There is no basis on the facts for a punitive cost order. The dispute involved a genuine contest concerning this interpretation of sporting rules and the jurisdiction of the arbitration tribunal. A costs order on the ordinary scale, with counsel on Scale C as directed, is therefore appropriate.

[46] I accordingly make the following order:

- 1 The rule *nisi* issued on 1 June 2026 is confirmed.
- 2 The first respondent shall pay the applicant's costs of the main application.
- 3 The first respondent shall pay the reserved costs of the anticipation application proceedings.
- 4 The first respondent shall pay costs of counsel on Scale C.
- 5 There is no order as to costs against the second to the fifth respondents.

8
[Redacted Signature]

M KHUDUGA
ACTING JUDGE OF THE HIGH COURT

Appearances

For the applicant:

S Grobler SC

Instructed by:

BDP Attorneys

C/O Machini Motloung Inc

For the respondents:

L.E. Thobejane

Instructed by:

Botha Massyn & Thobejane Associated Attorneys

C/O HJ Booysen Attorneys Inc