

Sneller Verbatim/idm

IN THE LABOUR COURT OF SOUTH AFRICA

BRAAMFONTEIN

CASE NO: J709/03

2003-04-29

In the matter between

McVEIGH

Applicant

and

RIA STARS FC

Respondent

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J U D G M E N T

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LANDMAN J: Mr Martin McVeigh was employed by Ria Stars Football Club in terms of a contract concluded in accordance with the National Soccer League's rules. A dispute arose between these parties. The dispute was arbitrated by an arbitrator acting in terms of the Arbitration Act 42 of 1965. However, Ria Stars objected to the jurisdiction of the

arbitrator. The matter was postponed by the arbitrator on 13 December 2002 to allow Ria Stars to seek a declaration in the High Court regarding the jurisdiction of the arbitrator.

No proceedings were launched. The arbitration recommenced and the arbitrator handed down his award on 27 February 2003. He made the following award:

1. Rio Stars is to pay McVeigh the sum of R40 000 being the balance of the signing on fee being the balance on his signing-on fee and R 9 900.00 as the amount owing on his salary.
2. Ria Stars must also pay the League an amount of R 7 500.00 as costs.
3. Both these amounts must be paid by no later than 21 March 2003.

Ria Stars has not paid these amounts. Ria Stars has launched an application in the High Court to review the award. This application was launched on 29 April. The papers had not yet been served on Mr McVeigh.

Mr McVeigh has launched two applications in this court. The first application is to have the award made an order of court in terms of section 158(1)(c) of the Labour Relations Act 66 of 1995. The second application is to attach and preserve a debt which it alleges that the National Soccer League trading as Premier Soccer League intends to pay Ria Stars today.

The application was opposed. The crux of the opposition relates to:

1. The jurisdiction of this court .
2. The lack of urgency
3. The lack of facts justifying the dissipation interdict.

I am satisfied that the Labour Court has jurisdiction to make an award an order of court. This jurisdiction to do so stems from section 157(3) of the Labour Relations Act, read with the Arbitration Act of 1965. Section 158(1)(c) of the LRA is not applicable to this award.

There is no urgency regarding this application, and it must be struck off the roll.

The second application relates to an antidissipation order. It is alleged that the matter is urgent as the payment is to be effected today. However, no particulars were given as to when Mr McVeigh became aware of this debt. In any event. Rio Stars denies that such a payment is due to be made to it. It says that all payments due to it have been settled. An antidissipation interdict is simply an application for an interim or final interdict in respect of particular facts. See *Knox d'Arcy Ltd and Others v Jamieson and Others* 1995 2 SA 579 (W).

Mr McVeigh's application does not comply with the

requirements for a final interdict. Even if I assume that it is competent for this court to grant an interim interdict, even where it is not prayed for, the application must fail. It has not been shown, *inter alia*, that Mr McVeigh has a reasonable apprehension that Rio Stars has no assets, that it intends hiding its assets and intends acting in some unlawful manner to defeat the satisfaction of the award or any order which may be made consequent upon the award.

Both applications must therefore fail, and in the premises:

- 1 The application in terms of section 150(a)(i)(c) of the Labour Relations Act of 1995 is struck off with costs.
- 2 The application for an interdict is dismissed with costs.

**SIGNED AND DATED AT BRAAMFONTEIN ON 28 MAY 2003**

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A A LANDMAN

JUDGE OF THE LABOUR COURT OF SOUTH AFRICA

FOR APPLICANT: SEKOAME LESOMO ATTORNEYS

RESPONDENT: LANGA ATTORNEYS