
EMERGENCY ARBITRATION IN INTERNATIONAL COMMERCIAL ARBITRATION: A COMPARATIVE ANALYSIS OF SINGAPORE, SWEDEN, HONG KONG AND INDIA

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CHPATER 1: INTRODUCTION

1.1 INTRODUCTION

The idea of emergency arbitration has developed as an important invention in international commercial arbitration, allowing parties to get interim relief in front of the main arbitral tribunal. It discusses an age-old loophole in arbitration mechanism, meaning the necessity for rapid defensive procedures when the subject matter of a dispute is at jeopardy of getting harmed badly prior to the commencement of proceedings. By assigning an emergency arbitrator (EA), arbitral institutions can give exclusive remedy to maintain the status quo, stop asset misappropriation or protect evidence till the tribunal is established completely.

In over 20 years, emergency arbitration has been brought into the procedural rules of leading arbitral centres like the ICC, SIAC, SCC and HKIAC. Yet, the acknowledgement and enforceability of EA orders is mainly based on the nationwide statute and judicial method of each jurisdiction. In the Indian setting, subsequent to the 2015 Arbitration and Conciliation

(Amendment) Act and the Supreme Court's judgement in *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd.* (2021)¹, the legal status of emergency arbitration has perceived gradual development, nonetheless practical and legislative gap still continues to persist. A comparative study with established arbitration hubs offers insights for strengthening India's system.

For this purpose, Singapore, Sweden, and Hong Kong have been selected as the focus jurisdictions due to their outstanding international reputation, proven effectiveness in EA

¹ AIRONLINE 2021 SC 443

proceedings, and institutional recognition in global arbitration rankings:

Singapore is home to the Singapore International Arbitration Centre (SIAC), constantly stays in the top five arbitral institutions worldwide, as per the Queen Mary University of London International Arbitration Survey². After bringing EA provisions in 2010, SIAC has turned into a model for speed, efficiency and enforceability, backed by the Singapore International Arbitration Act's rapid recognition of EA orders.

Sweden, through the Arbitration Institute of the Stockholm Chamber of Commerce (SCC), was one of the earliest adopters of EA in 2010 and is frequently rated as a top venue for dispute resolution in both commercial and investment arbitration. SCC's efficiency and neutrality have made Sweden a preferred seat for high-stakes disputes, including those involving states and state entities³.

Hong Kong is also considered as Asia's top arbitration hub as per studies by Queen Mary surveys, has the Hong Kong International Arbitration Centre (HKIAC), which brought in EA provisions in 2013. The Hong Kong Arbitration Ordinance particularly authorizes emergency arbitrators to allow interim relief, merging common law procedures with a pro-arbitration legislative method⁴.

These institutions mark as three different but extremely effective arbitration models, Singapore with its rapid procedural outline and statutory precision, Sweden with its early implementation and strong judicial backing and Hong Kong with its mix of Asian market access and common law backgrounds. Comparing these systems with India's evolving outline will underscore the best practices in institutional design, statutory support and enforcement procedures, thus giving an outline for improving India's arbitration scenery.

Hence this research paper analyses the inconsistency and inadequacy in emergency arbitration in International Commercial Arbitration in the Indian arena. The paper further deals with comparative study with global best practices in implementing Emergency Arbitration and recommends for adapting best practices in the Indian Arbitration proceedings.

² 2025 International Arbitration Survey, The Path forward: Realities and Opportunities in Arbitration, School of International Arbitration, Queen Mary University of London, (2025)

³ Report on Emergency Arbitrator ('EA') Proceedings, ICC Commission on Arbitration and ADR, (2024)

⁴ Supra note 2

1.2 STATEMENT OF PROBLEM

Emergency arbitration (EA) delivers crucial interim relief beforehand a tribunal is formed, stopping irreversible harm in high-profile disputes. Centres like Singapore, Sweden, and Hong Kong have definite institutional guidelines, statutory acknowledgement and robust judicial backing, making EA orders quickly enforceable. In India, notwithstanding developments like the 2015 Arbitration Amendment and the *Amazon v. Future Retail* case, the lack of precise provisions, vagueness over enforceability and dependence on Section 9 proceedings delay the speed and efficacy of EA. This generates inconsistency, legal ambiguity and a modest drawback in appealing arbitration consumers. A comparative study with global leaders is required to classify best practices and increase the durability of India's EA structure.

1.3 SCOPE AND LIMITATION

This study examines Emergency Arbitration in international commercial arbitration, evaluating Singapore (SIAC), Sweden (SCC), and Hong Kong (HKIAC) with India. It studies institutional rules, statutory acknowledgement and judicial implementation, concentrating on India's place after -2015 Arbitration Amendment and *Amazon v. Future Retail* and intends to categorize best practices for improvement. The research is limited to institutional commercial arbitration. Only three (Singapore, Sweden and Hong Kong) jurisdictions are compared and enforcement is measured from a legal institutional perspective without empirical data. Findings are based on publicly accessible sources till the research date.

1.4 RESEARCH OBJECTIVES

1. To evaluate the importance and effectiveness of emergency arbitration as a procedure for awarding crucial interim relief in the international commercial arbitration setup.
2. To evaluate the capability of the Arbitration and Conciliation Act, 1996 in acknowledging and applying emergency arbitrations.
3. To compare the EA procedures in the institutional rules of SIAC (Singapore), SCC (Sweden), and HKIAC (Hong Kong) with those available in India,

1.5 RESEARCH QUESTIONS

1. Whether the present legislative framework in India particularly adopts or enables the

enforcement of emergency arbitrator orders in both domestic and foreign-seated arbitrations?

- i. If so, does the Arbitration and Conciliation Act, 1996 particularly incorporated “emergency arbitrator” into the meaning of “arbitral tribunal” as Section 2(1)(d), how would this enlarge the scope and applicability of Section 17 interim measures?
 - ii. If not, how does the lack of such inclusion limit the enforceability and utility of emergency arbitrator orders in India?
2. Whether India’s dependence on Section 9 of the Arbitration and Conciliation Act weakens the speed and effectiveness of emergency arbitration?
 3. Whether the institutional rules of SIAC (Singapore), SCC (Sweden), and HKIAC (Hong Kong) deliver more efficient and comprehensive procedures for emergency arbitration compared to India?

1.6 RESEARCH METHODOLOGY

The research will in doctrinal nature, focusing on the examination and analysis of statutory provisions, case law, and institutional arbitration rules relevant to emergency arbitration in India. Comparative analysis will be undertaken by examining arbitration statutes, judicial precedents and institutional rules from jurisdictions with established emergency arbitration frameworks, like Singapore, Sweden and Hong Kong. Secondary sources will include academic articles, commentaries, reports of the Law Commission of India, UNCITRAL Model Law, and publications from arbitration institutions. The research will be qualitative in nature, focusing to analyse whether the prevailing legislative framework in India sufficiently acknowledges and enables enforcement of emergency arbitrator orders and to assess the inferences of the absence of rapid statutory acknowledgement.

1.7 REVIEW OF LITERATURE

1. Shobhit Agrawal, Recognition and Enforcement of Emergency Arbitration: India, US and Singapore, (2022).

Agrawal inspects the acknowledgement and implementation of emergency arbitrator orders in

three jurisdictions, which are India, the United States and Singapore. The article delivers a comprehensive account of legislative provisions and judicial attitudes towards EA enforcement, predominantly stressing Singapore's statutory precision under the International Arbitration Act and the US's dependence on party autonomy. For India, Agrawal examines the absence of explicit legislative provision and the dependence on judicial interpretation post-*Amazon v. Future Retail*. Though the article provides a proper comparative base, it does not research into the procedural efficiency and appointment timelines under institutional rules, nor does it examine the interplay between EA orders and domestic court interim relief mechanisms in depth.

2. Banala Chaitanya, Toleti Krishna Saketh, Dr. Ravi Bundela, Emergency Arbitration: A Comparative Analysis of Global Standards and India's 2024 Legislative Framework, (2025).

This work deliberates India's current 2024 legislative developments concerning emergency arbitration, placing them in contradiction of "global standards" approved in prominent arbitration centres. It covers institutional frameworks, enforceability under the New York Convention, and trends towards legislative recognition. The authors stress India's movement towards statutory clarity but note persisting practical enforcement challenges. The article primarily focuses on legislative reforms but lacks a deep empirical or doctrinal analysis of post-reform judicial interpretation. It also omits comparison of India's enforcement mechanisms with jurisdictions like Sweden, which has distinct procedural innovations.

3. Elamathi J., Enforcement of Emergency Arbitration: Indian Standpoint, (2023).

Elamathi emphasizes exclusively on the Indian legal position, studying statutory interpretation and judicial precedents to assess the enforceability of EA orders. The work emphasizes the gap in the Arbitration and Conciliation Act, 1996, specifically the absence of "emergency arbitrator" in the definition of "arbitral tribunal" and examines how courts have attempted to fill this void through creative interpretation. The article lacks a comparative dimension and does not explore how lessons from other Model Law jurisdictions could be integrated into Indian law. It also does not address the practical implications for foreign seated arbitrations seeking enforcement in India.

4. Diya Naveen and B. Nidhi, A Critical Analysis: Nuances of Interim Relief in International Commercial Arbitration, (2024).

This article offers a broad impression of interim relief in international commercial arbitration, discussing both tribunal-ordered measures and court-ordered interim relief. While emergency arbitration is touched upon, it is not the exclusive focus. The authors provide a conceptual analysis of urgency, necessity, and proportionality in granting interim relief, and briefly compare statutory provisions in different jurisdictions. Emergency Arbitration is treated vaguely and it does not involve intensely with enforcement difficulties, institutional rules or the deviation among domestic and foreign-seated EA orders.

5. Wathsala Kekulawala, Effectiveness of Current Emergency Arbitration Legal Framework in International Commercial Arbitration, (2024).

Kekulawala inspects the global EA outline, concentrating on the UNCITRAL Model Law and the importance of institutional arbitration rules in determining practice. The article measures efficiency, enforceability and user confidence, gets examples from many jurisdictions. It analyses jurisdictions with feeble legislative assistance for EA, observing how this disturbs their appeal towards arbitration seats. Whereas the global picture is well-pictured, there is no in-depth analysis of India's position in the context of specific jurisdictions such as Sweden and Hong Kong. The paper also limits consideration of how procedural aspects affect enforceability and party satisfaction.

CHAPTER 2: UNDEERSTANDING EMERGENCY ARBITRATION

2.1 CONCEPT

Emergency Arbitration (EA) is a modern-day system in Alternative Dispute Resolution that delivers instant and workable remedies to parties dealing emergency disputes⁵. It works as a temporary procedure in which an arbitrator is selected prior to the establishment of the complete arbitral tribunal, with the persistence of granting interim or shielding relief in circumstances where postponement might compromise with the very object of arbitration. Different from the usual arbitration, which might require months to form a tribunal and look

⁵ Elamathi J., Enforcement of Emergency Arbitration: Indian Standpoint, 3 INDIAN J. INTEGRATED RSCH. L. 1 (2023).

into interim applications, EA is intended to perform within a limited time, frequently finishing within a certain days or weeks, thus safeguarding that crucial disputes do not lead to irreversible harm while expecting regular proceedings⁶.

The EA is preferred because of its rapid mechanism, privacy as well as its efficacy. Parties Prior to the beginning of this mechanism, parties were forced to reach national courts for interim relief preceding to the formation of the arbitral tribunal. Nevertheless, court intervention made the process more difficult in terms of confidentiality, procedural postponements, extravagant costs and exposure to domestic procedural laws, all these weakened the perks of selecting arbitration. In order to address these shortcomings, many successful arbitral institutions across the world brought in provisions for emergency arbitration. The International Centre for Dispute Resolution (ICDR), associated with the American Arbitration Association (AAA), was the pioneer to incorporate such rules, which was then adopted by other international Arbitration Institutions⁷.

2.2 CONDITIONS FOR EMERGENCY ARBITRATION

The success of EA depends on two core essentials that should be fulfilled by the applicant. Firstly, *fumus boni iuris*, which denotes the formation of a prima facie case that the applicant is expected to win on facts⁸. The other one is that *periculum in mora*, which points out to a jeopardy of irretrievable harm if relief is not given instantly, particularly in conditions where monetary compensation would not be adequate⁹. To start an EA, the party looking for relief should apply together with proof of service to the opposing party and pay the set institutional fee. Once the emergency arbitrator is appointed, the next thing to be done is to organize a schedule within two working days. Concerning to the emergency, the procedure is generally dealt via documents, phone calls or even virtual hearings, in a way a decision is usually given within a week or ten days.

An emergency arbitrator has powers alike the regular tribunal, along with ruling on jurisdiction and granting interim reliefs like asset freezes, injunctions, evidence protection and protection

⁶ Ibid

⁷ Sim Cameron., *Emergency Arbitration*, Oxford University Press, Chapter 1 (2021)

⁸ Wathsala Kekulawala, *Effectiveness of Current Emergency Arbitration Legal Framework in International Commercial Arbitration*, International Business and Commercial Law, University of West London, (2024)

⁹ Ibid

of confidential information¹⁰. Though, this power is temporary and stops once the original tribunal is made, which might approve, change or cancel such orders. As most arbitration rules incorporates EA on an “opt-out” setup, interim relief holds its value only for a quite a few times and depends on the law of the seat¹¹. However not binding on the final tribunal’s decision, EA guarantees instant protection, upholds the existing circumstances and decreases dependence of the courts, which makes it an important protection in modern arbitration.

CHAPTER 3: LEGISLATIVE ASPECTS OF EMERGENCY ARBITRATION

3.1 EVOLUTION OF EMERGENCY ARBITRATION IN INDIA

Emergency arbitration was incorporated in India subsequently after the Law Commission of India, in its 246th Report (2014), proposed certain amendments to the Arbitration and Conciliation Act, 1996. One of the crucial advises was the suggestion to enlarge the definition of “arbitral tribunal”¹² in order to encompass emergency arbitrators.

Later in 2017 when the High-Level Committee on Arbitration Institutionalization, led by Justice B.N. Srikrishna (Retd.), recognized the lacunae in the Indian framework regarding the enforcement of emergency awards¹³. The Committee stated the necessity for integrating explicit provisions on emergency arbitration in the statute to make sure that such awards could be enforceable in India.

In February 2024, the Expert Committee formed by the Ministry of Law & Justice formulated a report emphasizing the importance of inserting EA provisions into the Indian arbitration law¹⁴. The Committee proposed a new Section 12B in the Arbitration Act to give legislative acknowledgement to emergency arbitrators and to permit the applicability of their orders via the process laid out in Section 17(2).

Later, the Draft Arbitration and Conciliation (Amendment) Bill, 2024, suggested the addition of Section 9A, precisely intended at institutionalizing EA in the Indian legal setup. The

¹⁰ Diya Naveen & B. Nidhi, A Critical Analysis: Nuances of Interim Relief in International Commercial Arbitration, 5 JUS CORPUS L.J. 362 (2024).

¹¹ Ibid

¹² Section 2(1)(d), Arbitration and Conciliation Act, 1996

¹³ Banala Chaitanya, Toleti Krishna Saketh, Dr. Ravi Bundela, Emergency Arbitration: A Comparative Analysis of Global Standards and India’s 2024 Legislative Framework, 11(14) International Journal of Environmental Sciences, 1660-1072, (2025)

¹⁴ Ibid

proposal is still under discussion, with the Supreme Court order on urging the Department of Legal Affairs to make a detailed evaluation of the arbitration structure whereas the Bill is still under scrutiny.

Apart from these legislative initiatives, certain Indian arbitral institutions have incorporated EA into their procedural rules. The Mumbai Centre for International Arbitration (MCIA), via Rule 19.1 of its 2025 Rules, authorises the appointment of an emergency arbitrator in circumstances of absolute urgency. The applicant should deliver a comprehensive report of the relief sought, together with validation that all parties have been properly notified. The emergency arbitrator is mandated to give a verdict within 14 days, the subsequent order cannot be appealed, reviewed or revised in any judicial setup¹⁵.

The Delhi International Arbitration Centre (DIAC) also offers for EA under its 2023 Rules. In DIAC emergency arbitrator should be appointed within two days of obtaining an application. The arbitrator is likely to organise a hearing and provide an order within 14 days, if these rules are not followed which proceedings fees need not be paid¹⁶.

Similarly, the Indian Council of Arbitration (ICA), under its Rules of International Commercial Arbitration, lets parties to make a pleading within seven days of the appointment of an emergency arbitrator¹⁷. The arbitrator must decide the matter by giving an order within 30 days of appointment, apart from non-working days, thus confirming a sensibly quick process¹⁸.

3.2 SECTION 9 OF ARBITRATION AND CONCILIATION ACT VERSUS EMERGENCY ARBITRATION

Section 9 of the Arbitration Act provides parties the choice of taking court procedures for interim protection before the arbitral tribunal. But this remedy frequently fails because of postponements in the listing and hearing of those petitions, which happens due to huge pile of backlog cases in Indian courts¹⁹. Additional issue is that court procedures are not private, which undermines the concept of confidentiality of sensitive information, such concerns can be

¹⁵ Rule 19.8 Mumbai Centre for International Arbitration Rules 2016

¹⁶ Rule 14.10, Delhi International Arbitration Centre (Arbitration Proceedings) Rules, 2023

¹⁷ Rule 33.5 Indian Council of Arbitration (Rules of International Commercial Arbitration), 2016

¹⁸ Ibid, at Rule 33.6

¹⁹ Umeh, O., 2023. The Emergence of Emergency Arbitration in International Arbitration, SSRN (2023)

resolved in emergency arbitration²⁰.

The proposed changes in the Draft Amendment Bill indicates a significant shift towards legitimately integrating emergency arbitration in Indian legislations. In cases where parties appearing for high-profile disputes in which time is critical, emergency arbitration gives a quicker and more operative space for instant relief. In the meantime, it guards the privacy of the parties by maintaining the confidentiality of the dispute out of the public space.

3.3 JUDICIAL PRECEDENCE ON EMERGENCY ARBITRATION

A milestone achievement in India came in the *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd*²¹. case. Amazon, incorporating the SIAC Rules, got an emergency injunction to detain Future Retail from proceeding with its deal with Reliance. The dispute arose when these types of orders could be imposed in India. The Supreme Court said that an emergency arbitrator's award in an India-seated arbitration is enforceable under section 17 (2) of the Arbitration Act in the same way as an interim order of a tribunal. This judgment followed the principle of party autonomy by supporting that parties who approve to institutional rules also agree to the emergency arbitration context within those rules. It was considered as a groundbreaking judgment that enhanced India's status as an arbitration-oriented place.

Nevertheless, the status concerning foreign²²-seated emergency arbitration is still undefined. In *Raffles Design International v. Educomp Professional Education*²², the Delhi High Court heard interim orders given by an emergency arbitrator in a Singapore-seated arbitration. The Court rejected direct enforcement on the basis that the Indian Arbitration Act does not recognize orders like that. Also, the Court explained that Indian courts are not incapable, as they can still use their independent jurisdiction to grant interim relief as per the Act. Hence, although parties may not stick to the binding force of an emergency award from a foreign seat, they still got the Indian courts for protections like that.

One more viewpoint arose in *Ashwani Minda v. U-Shin Ltd*²³., where the Delhi High Court ruled that once parties had selected institutional rules offering for emergency measures, like those of the Japan Commercial Arbitration Association, they are obligated as per the

²⁰ Supra note 7, Chapter 2

²¹ AIR ONLINE 2021 SC 443

²² DLT 349

²³ AIR 2020 (NOC 953) 314

mechanism. A party who did not get the desired relief from the emergency arbitrator could not go to an Indian court for the same relief. This pronouncement comprehended the conclusiveness of emergency arbitration within the framework opted by the parties.

These cases disclose a dual method in India. Emergency awards in India-seated arbitrations are now directly enforceable, as elucidated in the Amazon case. In difference, orders from foreign-seated arbitrations are not enforced directly and mandates parties to approach to Indian courts again, where relief is given only after an independent evaluation of the case²⁴. This makes ambiguity for cross-border disputes, as it makes enforcement approaches less probable and can dissuade dependence on emergency arbitration when Indian influences are involved.

CHAPTER 4: COMPARATIVE ANALYSIS OF INTERNATIONAL ARBITRATION INSTITUTIONS

4.1 SIAC (SINGAPORE INTERNATIONAL ARBITRATION CENTRE)

The Singapore International Arbitration Centre (SIAC) is considered as one of the best arbitral institutions in the world, mainly due to its advanced and comprehensive outline on emergency arbitration. SIAC was among the first to incorporate in emergency arbitration in 2010 in whole of Asian countries, acknowledging the rising necessity for urgent interim relief in cross-border commercial disputes.

The Singapore International Arbitration Act, 1994 (IAA) does not specifically utilize the word “emergency arbitrator”. In its place, it implements a practical tactic. The IAA was amended in

2012 to enlarge the ambit of “arbitral tribunal” as well as “arbitral award” so that orders made by emergency arbitrators under institutional rules (such as SIAC) are legally recognized and enforceable in Singapore. Section 12(1) of the IAA authorises arbitral tribunals to give interim relief, and this encompass emergency arbitrators since Singapore law considers them as holding the same powers as the tribunal. Section 12(6) of the IAA guarantees that such interim measures (emergency arbitrators as well) can be implemented like court orders.

The provision for emergency arbitration is laid down Schedule 1 of the SIAC Rules 2016. A party may ask for crucial interim relief preceding to the establishment of the tribunal might

²⁴ Jain, M.S.M., Emergency Arbitration: An Emerging Paradigm in Dispute Resolution challenging traditional mechanisms, 14 (4) Journal of East-West Thought, 193-201 (2024)

request for the appointment of an emergency arbitrator²⁵. The claimant should demonstrate the requirement for relief that may not hold still the tribunal is formed. SIAC should appoint an emergency arbitrator within one day of getting the application, guaranteeing swiftness and responsiveness²⁶.

The emergency arbitrator is required to deliver an order or award within 14 days of appointment, except prolonged by the Registrar²⁷. This stringent timeframe improves probability and safeguards that crucial disputes are not kept unsettled. The arbitrator has the power to give any interim relief that a tribunal can provide²⁸.

The verdict of arbitrator has binding nature on the parties from the point it was passed²⁹. But it might be different, if settled or substituted by the tribunal once established, parties are mandated to obey straightaway. The order of the emergency arbitrator is not applicable for appeal in the SIAC's setup, which improves confidence and lessens possibility for postponement.

4.2 SCC (STOCKHOLM CHAMBER OF COMMERCE)

The Stockholm Chamber of Commerce (SCC) is one of the best arbitral institutions, extensively known for pioneering the use of Emergency Arbitration (EA) in international commercial arbitration. The SCC Arbitration Rules 2023 (Appendix II) specifically talks about emergency arbitration.

According to the SCC Arbitration Rules 2023, a party can ask for the appointment of an emergency arbitrator through Article 2 of Appendix II of the Rules. Once the application is submitted, the SCC Board pursues to assign an emergency arbitrator within twenty-four hours³⁰. The rules says that the appointed emergency arbitrator might not be included in the tribunal unless both parties agree to it.

The place of the emergency arbitration is selected by the parties coordinatively, if not selected

²⁵ Rule 30 r/w Schedule 1, Singapore International Arbitration Centre Rules, 2016

²⁶ Ibid, at Para 3, Schedule 1

²⁷ Ibid, at Para 9, Schedule 1

²⁸ Ibid, at Para 7 and Para 8

²⁹ Ibid, at Para 10, Schedule 1

³⁰ Art 4, Appendix II, Stockholm Chamber of Commerce Arbitration Rules 2023

the SCC Board selects one³¹. The emergency arbitrator has the same authorities as a tribunal under Article 32 of the SCC Rules³². The emergency arbitrator should give decision within five days of getting the file³³. The decision by the Arbitration should be in written format with all the necessary details³⁴, and the same is binding on the parties.

The binding effect of the decision ceases to bind the parties if it is cancelled by the emergency arbitrator or later by tribunal, in case a final award is given, in case arbitration has started within thirty days of the emergency decision, or if the matter is not taken to a tribunal within ninety days³⁵.

The SCC Rules are strengthened by the Swedish Arbitration Act 1999, which, despite absence of a dedicated provision for emergency arbitration, authorizes arbitrators to grant interim relief.

Section 25 allows arbitrators to order interim actions and necessitate safety from applicants.

Section 26 upholds courts' simultaneous authority to grant relief, prior to an arbitrator is chosen. Section 27 provides such measures binding nature are enforceable only via Swedish courts.

4.3 HKIAC (HONG KONG INTERNATIONAL ARBITRATION CENTRE)

The Hong Kong International Arbitration Centre (HKIAC) has one of the strongest agendas for emergency arbitration (EA) in international commercial disputes. Under the HKIAC Administered Arbitration Rules (2018), Schedule 4, parties can ask for emergency interim relief prior to the tribunal is established. HKIAC appoints an emergency arbitrator within 24 hours³⁶, and a decision must be issued within 14 days³⁷, confirming incomparable speed.

The Rules are backed by Hong Kong's Arbitration Ordinance (Cap. 609), 2011. Section 22A recognizes emergency arbitrators. Section 22B grants their orders the same effect as interim

³¹ Ibid, at Art 5, Appendix II

³² Ibid, at Art 6, Appendix II

³³ Ibid, at Art 7, Appendix II

³⁴ Ibid, at Art 8 and 9, Appendix II

³⁵ Ibid, at Art 10, Appendix II

³⁶ Art 21, Hong Kong International Arbitration Centre Administered Arbitration Rules 2018

³⁷ Ibid, at Art 33

procedures of a tribunal and permits courts to enforce them. This statutory support makes sure EA awards are legally binding, distinct from other countries where enforcement is ambiguous.

4.4 COMPARING WITH INDIAN ARBITRATION SETUP

In India, emergency arbitration (EA) is still developing. Though the Supreme Court in *Amazon v. Future* acknowledged the enforceability of EA in India-seated arbitrations, foreign-seated EA awards are left ambiguous and frequently necessitate parties to reach out to courts for interim relief which causes delays.

By contrary, the SCC, HKIAC and SIAC have well-defined Emergency Arbitration process. The SCC pioneered Emergency Arbitration with very short timelines for appointment and decision-making, making it a world's best³⁸. HKIAC on uniting quick timelines with strong court-backed enforceability, makes it one of the most consistent in the Asian centres³⁹. SIAC is also extensively reliable, with indistinct procedures and constant judicial support in Singapore⁴⁰.

CHAPTER 5: CONCLUSIONS AND RECOMMENDATIONS

Emergency arbitration is a vital instrument in international commercial arbitration, granting parties interim relief to protect their commercial interests. Globally, institutions such as SIAC, SCC and HKIAC have established extremely operative EA frameworks that blend speed, efficiency and enforceability. These centres have clear time limit for appointment and decision-making, binding interim relief and judicial recognition, which enhances certainty and credibility to the mechanism.

In India, the concept of emergency arbitration is still developing. The Supreme Court's decision in *Amazon v. Future* confirmed that EA awards in India-seated arbitrations can be enforced, strengthening the country's pro-arbitration status. Nevertheless, implementation of foreign-seated emergency arbitration is still ambiguous and parties frequently have to go to courts according to Section 9 of the Arbitration Act to get alike interim relief. This dependence causes delays and inconsistencies. Although Indian arbitral institutions have started including

³⁸ Shobhit Agrawal, Recognition and Enforcement of Emergency Arbitration: India, US and Singapore, 4 INDIAN J.L. & LEGAL RSCH. 1 (2022)

³⁹ Ibid

⁴⁰ Ibid

EA rules, there is yet a deficiency of standard statutory recognition and a strong implementation procedure.

To make India's EA framework effective, legislative reform is essential to lawfully recognize emergency arbitrators and their orders, also the foreign-seated arbitrations. Indian arbitral institutions must implement strong procedural rules with strict timeframe, like the e SIAC, SCC and HKIAC. Courts should accept EA awards deprived of pointless copying, reducing the reliance on Section 9 for enforcement. Moreover, training arbitrators, lawyers, and parties on EA procedures and best practices will improve efficiency in the system. Finally, India can benefit from top global institutions to make a uniform EA framework appropriate for both India-seated and foreign-seated disputes. In conclusion, though India has made started to get advanced in acknowledging emergency arbitration, positioning its laws and institutional practices with international standards will improve its status as a trustworthy centre for international commercial arbitration.

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Abbreviations

EA- Emergency Arbitration

ICC - International Chamber of Commerce

SIAC - Singapore International Arbitration Centre

SCC -Stockholm Chamber of Commerce

HKIAC -Hong Kong International Arbitration Centre

IAA -Singapore International Arbitration Act, 1994

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