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"EVOLUTION OF EMERGENCY ARBITRATION IN INDIA: FROM JUDICIAL SKEPTICISM TO STATUTORY RECOGNITION"

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Abstract

Emergency arbitration is one of the particularities which are needed to preserve the status quo of a commercial dispute which includes a cross-border transaction and time is critical in such a situation. Emergency arbitration is the quickest and most efficient method when an interim relief is required urgently,[726] as it is almost suicidal to have the courts wait. In India, however, the development of what the notion of emergency arbitration has been has been difficult and complex. Indian courts at first sight appeared to be extremely sceptical of the idea[727] that an emergency arbitration would be effective partly due to the fact that the law did not directly provide that an arbitrator can be brought in as an emergency measure. In addition, they believed that Section 9 was the sole hub of interim orders,[728] thus they could not regard an emergency arbitrator as the approachable authority of giving interlocutory relief in the presence of a full arbitral tribunal. Indian court judgments and rules in SIAC, ICC, and LCIA (with emergency arbitrators) were not paired until SIAC, ICC, and LCIA all tackled the question of emergency arbitrators in 2021 in the case Amazon.com NV Investment Holdings LLC v. Future Retail Ltd. Specifically the decision that concluded the practices of enforcing awards made by emergency arbitrators[729] should be governed by Section 17(2) was groundbreaking, indicating that the judicial branch holds that the parties should have autonomy in their decision-making and the arbitration regulations. As India continues to gain momentum worldwide and establish legal frameworks to do so, the resolution would argue that statute law has to formally acknowledge the existence of the emergency arbitration, establish a defined regime of performance, and reinforce institutions, so that India becomes an effective pro-arbitration jurisdiction that will be able to handle international business.

INTRODUCTION

The rapid expansion of global commerce and cross-border transactions has significantly transformed the landscape of dispute resolution, necessitating mechanisms that are not only efficient but also capable of delivering urgent relief. Arbitration, as an alternative to traditional litigation, has evolved to meet these demands by emphasizing party autonomy, procedural flexibility, and minimal judicial intervention. Within this framework, the concept of emergency arbitration has emerged as a critical innovation, enabling parties to obtain immediate

[726] Gary B. Born, *International Commercial Arbitration* (3rd ed., 2021).
[727] Ajar Rab, "Emergency Arbitration in India: The Changing Judicial Landscape," (2019) 8 *Indian J. Arb. L.* 45.
[728] Arbitration and Conciliation Act, 1996, §9.
[729] Amazon.com NV Investment Holdings LLC v. Future Retail Ltd., (2021) 4 SCC 409.

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interim relief even before the constitution of a full arbitral tribunal.

Emergency arbitration addresses a crucial gap in traditional arbitration processes—namely, the inability to secure urgent protective measures in time-sensitive disputes. In high-stakes commercial transactions such as mergers and acquisitions, joint ventures, and shareholder agreements, delays in obtaining interim relief can result in irreparable harm. To mitigate such risks, leading arbitral institutions like the Singapore International Arbitration Centre, International Chamber of Commerce, and London Court of International Arbitration have incorporated provisions for emergency arbitrators within their procedural rules. These mechanisms allow for swift appointment and decision-making, often within a matter of days.

However, the position of emergency arbitration in India has historically been uncertain and marked by judicial scepticism. The Arbitration and Conciliation Act, 1996, while inspired by the UNCITRAL Model Law on International Commercial Arbitration, does not expressly recognize emergency arbitrators. This legislative silence led to conflicting judicial interpretations, with courts often relying on Section 9 as the primary source of interim relief, thereby limiting the practical utility of institutional emergency arbitration.

The turning point in this evolving legal landscape came with the landmark decision of the Supreme Court of India in Amazon.com NV Investment Holdings LLC v. Future Retail Ltd.. The Court affirmed that an emergency arbitrator's order is enforceable under Section 17(2) of the Act, thereby recognizing the validity of such mechanisms within the Indian legal framework. This judgment marked a significant shift from judicial hesitation to a more pro-arbitration stance, aligning India with international best practices.

Against this backdrop, the present study seeks to examine the evolution of emergency arbitration in India, tracing its journey from initial judicial resistance to gradual acceptance and emerging statutory recognition. It critically analyses the interplay between party autonomy, institutional arbitration, and judicial intervention, while also exploring the need for explicit legislative reforms. The study ultimately aims to evaluate whether India is prepared to fully integrate emergency arbitration into its legal system and establish itself as a robust and globally competitive arbitration hub.

Main Body of the Content

Emergency arbitration is a global procedural adjustment to fulfil the call of super-urgent level of relief in time-sensitive business conflicts. Since cross-border transactions had become popular, litigants sought expedient solutions on the verge of the establishment of a tribunal, and emergency arbitration provided this solution in a fast, neutral, and binding manner. That has not been a straight line story in India. It reflects this trend in general change in the Indian arbitration law, namely with a shift towards a more modern, pro-arbitration, system in the 1996 Act, the Arbitration and Conciliation Act, 1996, in place of the previous, court-oriented, regime under the old 1940 Act. This change is crucial to understand why courts were quite reluctant in the first place and why change turned out to be ultimately achieved both in the statutes and in court customs.

When the 1996 Act was enforced, it was founded on the UNCITRAL Model Law although it did not actually recognise the concept of an emergency arbitrator. The act provided section 9 that enabled courts to award interim measures before, during, or after arbitration, which was all one could get.[730] Since the law did not discuss emergency arbitrators, the parties requiring immediate help had to address the courts,[731] even when they were willing to use institutional rules addressing emergency proceedings. The distance between the latter brought a significant uncertainty and scepticism by the judges.

[730] UNCITRAL Model Law on International Commercial Arbitration (1985, amended 2006).

[731] Surabhi Shetty, "Interim Relief and Emergency Arbitrators: Evaluating India's Readiness," (2020) 55 *Econ. & Pol. Wkly.* 67.

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Back in the late 1990s and early 2000s, Indian courts were unwilling to relinquish the supervisory role that they took in arbitration. Section 9 was evidenced by the court as the only avenue of temporary aid,[732] and they were not aware that an institutional emergency arbitrator could make enforceable, binding orders. Although parties had begun to use SIAC, ICC and LCIA arbitration-rules, which did contain emergency arbitrator-provisions, courts still guarded their liberties against full contractual autonomy where it was conflicting with the silent statutes.

The initial significant achievement of the 1996 Act was the adoption of the UNCITRAL Model Law, but it never flexiblely held the idea of emergency arbitrator. Majority of the citizens thought that courts implying Section 9 were the ones that offered interim relief in arbitrational cases. That provision provided them the authority either previous to, in the course of, or subsequent to arbitration. Since there was no legal system governing the emergency arbiter there was a lengthy spell of jurisprudential ambiguity in which parties would go to courts to seek urgent redress, despite their having settled in institutional processes which provided them with such redress. Through this gap germinated years of confusion of the law and judicial reticence.

A factor that caused the courts to be slow in accepting the emergency arbitrators was the notion that in order to be binding, interim directions must be issued by tribunals that were constituted under the Act. Given that the appointment of an emergency arbitrator precedes the constellation of a full tribunal, the question that arose on the part of the judges is whether it can be considered an arbitral tribunal under Section 17. Section17 (prior to the amendment of 2015)[733] was also limited in its applicability at the time and did not permit tribunal rulings to have the same force as a court. A situation that ensued meant that even where parties obtained the emergency relief through a foreign institution, it became difficult, or rather impossible, to enforce those decisions locally in India.

An important step towards establishing the tribunal as the body capable of imposing interim measures was made with the 2015 amendment of the 1996 Act that included Section 17(2) of the Act making the orders of the arbitral tribunal enforceable like a court order[734]. Despite this, the said amendment did not mention emergency arbitrators in any manner. Thus it was left undecided, does an emergency arbitrator count as the arbitral tribunal in legal terms? And how to resolve this issue? Judiciary was split on this matter and the law was disturbed.

In general, the case of Raffles Design v. Delhi High Court involves 1998.[735] The case of Educomp was among the notorious cases, in which the court was reluctant in that it refused to give the award on emergency basis, as stipulated by the SIAC tribunal claiming that the 1996 Act did not provide means through which such awards could be received. The ruling identified a gap in the legislation and supported an idea that the nod of the legislative head was required. Other High Court rulings made the same claims with the judicial rulers accepting the utility of the emergency arbitration but, however, refused to enforce such orders because they did not carry specific statutory support.

An Indian Air India case also affected judicial doubting about the question of emergency arbitration; it was the concern that such recognition can undermine the judicial control over Indian courts pursuant to Section 9. The judges were strict on making sure that they did not lose their jurisdiction, especially, when considering cases involving Indian parties or resources within India. Their court philosophy waded more closely on the traditionally interventionist model, in which the courts

[732] Mukesh K. Rohtagi, "Emergency Arbitration in India: A Comparative Perspective," (2020) 62 *JILI* 213.
[733] Arbitration and Conciliation Act, 1996, §17 (pre-2015 amendment).
[734] Arbitration and Conciliation (Amendment) Act, 2015.
[735] Raffles Design Int'l India Pvt. Ltd. v. Educomp Professional Education Ltd., 2016 SCC OnLine Del 5521.

increasingly assume to themselves the role of regulators and less of arbitrators.

Although the courts remained reluctant to the same, commercial parties continued to add clauses on emergency arbitration under the influence of the international wave and their urgent demand to have a quick relief without the interference of the tribunal. The popularity of the world emergency arbitrators was primarily connected with the rules of the institutions, primarily the SIAC (2010) and the ICC (2012). The multiculturation aspect of Indian corporates and foreign investors too to follow these norms, thereby indicating a convenient change even in areas where the law was playing behind.

Thus, the history of the development of the practice of the emergency arbitration in India is deposited with certain conflicts: on the one hand, the commercial necessity to have a fast tribunal, led interim relief was rather obvious, and, on the other hand, legislative and judicial structures were clung to the traditional concept of the arbitration. This battle led to a lengthy phase of indecision that ultimately led to the breakthrough in judicial action that came with later years, the historic Amazon v. To be exact, Future Retail case, and the following discussions of statutory recognition.

Arguably along with the expansion of institutional arbitration and the adoption of contractual freedom on commercial transactions, the emergence and expansion of emergency arbitration in India has been keeping step. Historically, Indian arbitration was thriving on ad hoc arbitration whereby parties would come up with their own procedural structure, appoint their arbitrators according to their terms and come to the courts of interim relief under the provision of Section -9 of the Arbitration and Conciliation Act, 1996. Even though this model was flexible, it tended to create delays, uncertainty when it came to the way things were done, and excessive use of the judiciary which reduced predictability and efficacy of the dispute resolution in the commercial world. With the growth of cross, border corporate binds and the involvement of the Indian corporates in the global trade the transition to institutional arbitration is inevitable.

The institutional arbitration among others is less likely to be ambiguous and time consuming compared to ad hoc because it offers a controlled environment with a set of rules that contains the possibility of an emergency arbitrator who may dispense such actions before a full-fledged arbitral tribunal is constituted. Emergency Arbitration Rules have been established much earlier than the Indian statutory law in these institutions, some of them include Singapore International Arbitration Centre (SIAC), International Chamber of Commerce (ICC), London Court of International Arbitration (LCIA), and Mumbai Centre of International Arbitration (MCIA). Some of the ones that were introduced by SIAC include EA (2010), ICC (2012), and LCIA (2014). Indian parties slowly got used to such provisions in their agreement and the need to appoint an emergency arbitrator to provide urgent resolution in front of the tribunal almost automatically rose.

The most noticeable point of development in this growth was the concept of contractual autonomy[736] which is to say that the parties are allowed to determine the process in which they solve their disputes. Arbitration and party autonomy as one of the primary elements of Indian law have been supportive. Although the episode of emergency arbitrators was not explicitly said in the Arbitration Act, it did not exclude them either. This provided the commercial parties with the freedom of adding terms in their agreements of selecting institutional rules containing an EA mechanism. The parties, when conflicts arose, would initiate themselves at the selected institution, requesting an emergency arbitrator to award them the interim urgent measures to, e.g.

[736] Manav Kapur, "Party Autonomy and Emergency Arbitration in India," (2021) 14 *NALSAR Student L. Rev.* 49.

terminate asset wastage, protect contractual rights or toughen the status quo.

This was because the EA had wide acceptance in the business and commercial sector owing to its expediency, impartiality and efficacy. As a matter of fact, emergency arbitrators are normally given the green light to have their appointment in 24, 48 hours,[737] the order is always given within a week, this is many times faster as to respective courts, which tend to have delays in procedures when the application is interim relief. One of the causes of this punctuality was the intended area of million dollar mergers and acquisitions, joint ventures, shareholder conflict, infrastructure, and technology dealings. The incorporation of Indian leading companies in their establish institutional rules in their standard dispute, resolution clauses inevitably led to gradual change in the cultural sense, where, arbitration is not just viewed as an additional means to turn to courts, but as a full, blow stand-alone system capable of providing emergency relief. Also, the fact and activity of international arbitral institutions reinforced the trend.

As an example, SIAC became extremely popular among the Indian parties and to an extent Indian has become one of its largest users over the years. Indian legal practitioners, corporate counsel, and arbitration professionals slowly began to adopt institutional practices in their career growth, and began to recommend the application of institutional rules with EA terms when drafting contracts. Presence of good EA systems within these international institutions has raised the standards of the comparison of India concerning their institutionalization. Simultaneously, the rulebooks of Indian bodies such as MCIA, DIAC also were not left out and they also included EA steps, consequently raising the standards of domestic dispute resolution to the international standards. Though the statutory provision was silent, the dominance of EA clauses in the commercial contracts was reflective of the desirable trend by the business community. Firstly, the courts remained questionable, largely due to the fact that Section 9 gave the courts authority to grant interim relief with Section 17 regarded to merely give the power to the arbitral tribunal to grant interim relief. Whether an emergency arbitrator can be deemed as constituting an arbitral tribunal under the Act was the matter which was making various courts to give the law a varied meaning. Nevertheless, the use of EA was still made possible with the party autonomy. The parties insisted, since both of them agreed upon the same institutional rules, which contained the emergency arbitration provisions, the said rules ought to be regarded as binding and enforceable. This stand gained additional substantial grounds even among the courts and the pronouncement of the Amazon v. by the Supreme Court. The Past Retail case where the majority of the judges gave the most thought on the fact that the award of emergency arbitrator could be enforced under the Section 17(2). This decision identified the longest business reliance on institutionally based arbitration models and demonstrated the independence of parties could expand the domain of Indian arbitration law despite a lack of efficient statutory reality. In conclusion, the change in institutional arbitration and emergence of contractual autonomy played a central role in introducing the emergence of emergency arbitration as normal in India. The concept of EA was initially picked up as an inevitable fact by parties and put into place by institutions, which offered the procedural backdrop to support it. This contractual revolution forced the Indian courts and legislators to now acknowledge EA as a true and essential component of modern arbitration practice.

The case of Amazon.com NV Investment Holdings LLC v. the ruling of the Supreme Court. Future Retail Ltd. (2021) constitutes a turning point in the entire Indian emergency arbitration (EA) sector by transforming the entire game. Prior to this ruling, the arbitration structures in

[737] International Chamber of Commerce (ICC), Arbitration Rules (2021).

India were trapped in a doctrinal exclusion: although EA is an established term in the procedures of the international arbitration rules of SIAC, ICC, and LCIA, the Indian Arbitration and Conciliation Act, 1996 had given no clue to the inclusion of an emergency arbitrator. This absence of a statutory provision left the judges dubious and patchy concerning the imposition of the EA orders. Courts treated autonomy of parties traditionally in some cases and demanded a literal interpretation of statutes in others. The Supreme Court in the Amazon v. Future Retail case was the turning point that dealt with the legal status of EA orders and made India make a massive leap in a default-friendly jurisdiction of arbitration.

The entire affair got out of hand with Amazon demanding that the emergency arbitration of SIAC should cease to allow Future Retail to sell to Reliance Industries as it violated their investment and shareholders contracts. The EA gave an amnesty to Amazon. However, Future Retail claimed that the EA order was not binding since, due to the Indian Arbitration Act, there was no provision of an emergency arbitrator thus the EA order could not be enforced under Sections 9 or 17. The position of Future Retail reflected both the overall skepticism of litigants and some courts: in the absence of an express statutory authorization on EA, such orders could not be handled like those of an arbitral court.

This argument was strongly denied by the Supreme Court. According to it, the selection of institutional arbitration rules by parties, such as SIAC rules, which contain an emergency arbitrator, was an implied agreement that the emergency arbitrator system is part of their arbitration agreement. That is, party autonomy in Sections 2(6) and 19 of the Arbitration Act implies that parties may make their choices concerning procedures including those of an emergency arbitrator. The Court further observed, on a case of an EA, that that tribunal ought to be construed as an arbitral tribunal pursuant to Section 17(1) such that an interim order by an arbitral tribunal may be enforced under Section 17(2) similar to those of a court. In so doing, the Court altered the legal environment, rendering EA orders not only the instructions of a contractual nature, but the interim reliefs of a legal nature enacted by a court of spirit.

This decision will mean something because of various reasons. First, it satisfies a gap in law in the absence of a law amendment. The Court adopted a purposive, pro-arbitration interpretation that is in consistency with the concept of modernization of the arbitration law and keeping up with the international developments in India. Second, the ruling provides the parties with a hope that the institutional rules will not make emergency relief ineffective. It is important as the pace and effectiveness of emergency arbitration usually determines the possibility of parties to prevent a situation of irreparable damage until the constitution of a regular tribunal.

Since the case of Amazon, Indian courts in fact have been quite accommodative of the enforceability of EA cases. Similarly to the case of Raffles Design International India Pvt. Ltd. v. Educomp Professional Education of Delhi High Court, the court stated that once the parties have accepted the institutional rules regarding arbitration that acknowledge the existence of emergency arbitrators, the courts would have no choice but to abide by the EA ruling in the entirety. Ashwani Minda v. was another major case. U, Shin Ltd., with which there is a perception of how significant EA can be, but which did not grant the relief under Section 9 itself where the EA had refused to grant interim measures, simply indicated a tendency to provide results which are institutionally optimal rather than adjudicated in parallel.

Amazon also brought a significant policy conversation into existence because of its after-effects. Arbitral institutions in India such as MCIA and DIAC have been experimenting with their EA practices, with the anticipation that there will be more commercial application. The lawyers and Law Commission have opined that we need to have a clear statutory provision of EA to avoid

this state of suspense, in particular those arbitrations taking place locally, and in applying foreign EA orders. An effective legal framework would also render the timing of various stages of the case more predictable, offer procedural protection, and how the EA orders may be challenged or amended.

Nevertheless, there are some problems that can be left. The Arbitration Act has not fixed specifics on the scope of EA, its powers and enforcement of its decisions and this is the confusion that can occur occasionally. And we are just deliberating on the issue of whether foreign, seated EA orders are binding under section two of the Act. Nevertheless, the case of the Amazon was the key transition, which helped shift the Indian judicial system not only toward the apparently passive attitude but the positive support of the emergency arbitration.

In short, the Amazon v. Future Retail decision did not only rule the case but was the initial actual strain towards reworking of the arbitration law in India. The Supreme Court upholding EA orders made India appear more like arbiter heaven, and enhanced its reputation as a dependable, predictable, and sensitive place that parties desire to be treated. This turning point transformed the legal landscape, paved a way to further changes in the statute, and assisted India in its quest to be a global arbitration center.

The development of the laws of arbitration in India has not been a rapid process, which indicates a clear intention to converge with the best practices in the international set-up. No matter how silent the issue of emergency arbitrators remains after the 1996 Act, even more and more parties operate with EA when settling a commercial dispute on a global level. The absence of explicit law has been a pressure point, therefore the courts have been forced to intervene forcefully to define the way EA orders are handled. With the policy discussions, amendements and institutional reforms continuing to play out, the next move appears to be the very real implementation of EA into the statute.

The Arbitration and Conciliation (Amendment) Act of 2015 was a breakthrough to the modern sphere of arbitration by providing it with a new form. It made some significant moves and did not bring in emergency arbitration itself. To start with, Section 9 was amended in such way that, parties may obtain interim relief before a tribunal when a tribunal is established later. Second, Section 17 was also strengthened to accord to arbitral tribunals powers that are almost identical to those of the courts in the cases where they award interim measures. The new Section 17(2) goes further to declare the interim order of an arbitral tribunal as to enforce the order like a court order. These modifications were not specifically dealing with an emergency arbitrator, but establish a system through which such awards could subsequently be acknowledged by the Supreme Court as in Amazon v. Future Retail case.

The primary reason of establishing the arbitration council of India (ACI) and formalising the arbitration process was the goal of the 2019 Amendment Act. No emergency arbitrator in this case. Nevertheless, the policy debate was gaining momentum. An analysis of the 2019 reforms by the Srikrishna Committee Report (2017), recommended that India ought to acknowledge the existence of an emergency arbitrator to international standards[738], particularly those abroad, particularly Singapore, Hong Kong and the U.K. This committee contended that the inclusion of it in the law would minimize the role of the judiciary, enhance procedural predictability, and make India an arbiter in the region.

By 2020, India already used EA by SIAC, ICC and LCIA[739] rule to apply Indian disputes. But there still remained the loophole of the statute. The Amendment Act of 2021 concentrated on the aspects of automatic stays primarily and did not address the issue of emergency arbitration, thus

[738] Law Commission of India, Report No. 246 (2014).

[739] SIAC Arbitration Rules (2016); ICC Arbitration Rules (2021); LCIA Arbitration Rules (2020).

leaving that large loophole in the legislation. Nevertheless, parliamentary discussions of the amendments and policy papers acknowledged the applicability of EA and the necessity to make additional reforms.

The significant policy change that brought us to the present era of arbitration was not the work of the legislature but that of the courts. The decision of the Supreme Court at Amazon.com NV Investment Holdings LLC v. Future Retail Ltd. (2021) believed that EA orders were allowed to be enforced in accordance with the Section 17(2) and this was colossal. Although this court action assisted in providing the interim relief necessary in application, it also pointed at how clumsy it is to use judicial creativity where the legislature has not made things clear. According to the academic community, policymakers, and arbitration institutions, this is not sufficient and merely through judicial interpretation, as this makes it easily enforceable to future swaps or discrepancies of judgment in courts.

Since the decision on Amazon, the Law Commission and a group of expert committees have been stating that the legislature should formally establish emergency arbitration in the law. Well before report 246, the Commission had indicated the possibility of letting parties appoint an emergency arbitrator, indicating they would support statutory recognition. Even recent conversations with the Arbitration Bar folks and organizations such as MCIA and NDIAC emphasize that making the statute stricter would make clients, particularly those handling domestic arbitration feel less intimidated about using EA since they are afraid that the courts may not uphold it.

The other issue that should be addressed by the lawmakers is the implementation of foreign EA awards, which result in arbitration taking place abroad. Part 2 of the 1996 Act relates to foreign awards though it does not refer to interim orders made by an emergency arbitrator. The absence of a legal provision to acknowledge foreign EA orders puts India in disadvantage contrasted with other areas such as Singapore (SIACA) and Hongkkong (Arbitration Ordinance) where emergency arbitrators are recognized in their law. This might be disregarded, and India will lose its appeal as one of the leading arbitration locations.

Different institutional rules and establishment of standard timelines, procedures and qualifications of emergency arbitrators are also highlighted as an issue of concern in policy debates. The renaissance of the institutional arbitration by MCIA, DIAC and NDIAC has ignited the debate of introducing specific EA throughout the governing act, to enable the Indian institutions to set the playing field even with the global centers.

Concisely, the legislative and policy changes in India depict a transformation of case-by-case based on judge decision and recognition of arbitration, to a potential sound statutory law. Although the Act on Arbitration does not refer to emergency arbitration the debate, committee reports, and court cases all point to the conclusion that we have to have statutory recognition shortly. Federalizing emergency arbitration would eliminate the federalism, reduce judicial administration, and harmonize things and establish India on the map as a modern and pro-arbitration venue.

Conclusion

Emergency arbitration in India has been in the transition process, gradually but evidently, of changing the skepticism that the courts held over the practice to acceptance by the public authorities. The absence of express law in the 1996 Act also kept the parties in the same predicament of referencing to Section 9 of the Act in interim relief, which restricted their chances of having a fast solution in an emergency arbitrator. The major development was the case of Amazon vs Future Retail, the Supreme Court said that award of an emergency arbitrator was binding under Section 17(2). That ruling was the step towards a more modern and party-thus-friend procedures in India and the equalisation of the domestic jurisprudence with the international law.

However, it is not yet defective as the problem of remote emergency arbitrators is rather a problematic area. Among issues, there are failure to identify EOA in the law, institutional differences in rules, procedural differences, and headaches in enforcement. So a new law is needed. India desires to be a global arbitration city, but that means the courts have to support the idea and legislators have to entrenche EA in the law. The reinforcement of institutional frameworks in arbitral infrastructure must be accompanied by a distinct legal clause which spells out jurisdiction, powers, enforceability and timeframes in which emergency arbitralators should operate within.

Concisely, it can be seen that the history of emergency arbitration in India reveals that the judges do not hesitate to explore new possibilities in resolving conflicts, but the process requires the establishment of the legislators. The establishment of transparent protocols regarding emergency arbitrations will instill some certainty, efficiency, and international competitiveness which will cement the dedication of India as a committed pursuer in the process of establishing a robust, future-proof arbitration ecosystem.

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