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Impact of Interim Measures on the Speed and Outcome of Arbitration Proceedings

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The use of interim measures in arbitration proceedings plays a pivotal role in shaping both the speed and outcome of the process. Interim measures, often invoked to preserve assets and evidence or to maintain the status quo, have become indispensable in protecting parties' rights during arbitration. While they offer substantial protection and ensure that the final award is meaningful and enforceable, their impact on the speed of arbitration is twofold. On the one hand, interim relief can expedite the process by addressing urgent issues, thus preventing irreparable harm and ensuring the efficacy of the arbitration. On the other hand, they can also introduce delays, as parties might engage in prolonged litigation over the necessity, scope, and enforcement of such measures. The availability and nature of interim measures, which can be issued by arbitral tribunals or courts, vary significantly across jurisdictions and institutional arbitration rules. This can affect the consistency and predictability of arbitral outcomes, with tribunals often faced with balancing the need for swift justice against the risk of prejudicing the final award. The procedural intricacies involved in obtaining, enforcing, or challenging interim measures may lead to complications that either streamline or hinder the proceedings, depending on the specific context. Furthermore, the strategic use of interim measures by parties, sometimes for tactical reasons, can influence the overall arbitration outcome. Parties may seek interim relief to gain a favourable position or leverage in settlement negotiations, which can indirectly shape the final resolution. This research paper aims to critically analyse the dual impact of interim measures on both the speed and outcome of arbitration, exploring the tension between efficiency and fairness and assessing how arbitral institutions and courts can strike an optimal balance. It also examines emerging trends and

recommendations for improving the effective use of interim measures without compromising the core principles of arbitration—speed, cost-effectiveness, and finality.

Keywords: *interim measures, arbitration, injunctions, arbitration outcome, dispute resolution, arbitral tribunal.*

INTRODUCTION

Provisional measures in arbitration are essential instruments of protection, subject to the rights and interests involved during the arbitral procedure. Such measures, including preserving property and evidence or maintaining the status quo, are necessary for the due process of arbitration proceedings as well as the enforceability of the final appeal.[1] However, their use directly impacts the speed and result of the proceedings.

An essential aspect of arbitration proceedings is the resolutive invention of interim measures that impact the velocity and effectuality with which these proceed.[2] The interim measures or provisional remedies may be available to the parties to protect their rights or avoid irremediable prejudice during arbitration and are useful in preserving the status quo, outweighing the finality of the award.[3] Types of interim relief include asset freezing orders, injunctions, and orders to maintain or preserve evidence, among others, in international arbitration.[4]

Interim measures aim to expedite the administration of justice and prevent delays by taking care of matters that are urgent sooner rather than later, but their introduction can cut both ways.[5] First, they can expedite proceedings by removing any ambiguities and giving instant gratification to the parties. Contentious interim relief applications may keep the arbitration dragging as it involves more hearings and submissions or going to the court to obtain such a measure, which may deviate from the main issues of dispute.

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[1] Gary B. Born, *International Commercial Arbitration* (Wolters Kluwer 2020)
[2] Nigel Blackaby and Constantine Partasides, *Redfern and Hunter on International Arbitration* (Oxford University Press 2015)
[3] *Ibid*
[4] Philippe Fouchard and Berthold Goldman, *Foucahrd Gaillard Goldman on International Commercial Arbitration* (Kluwer Law Internat 1999)
[5] Blackaby (n 2)

In addition, interim measures can significantly shape the arbitration process and the outcome. An interim order, especially at an early stage, might completely change the narrative of a negotiation, drive settlement, or prompt a reassessment of the party's litigation strategy. Against this backdrop, an examination of the legal regime of interim measures, their procedural effectiveness, and what they mean for arbitration is paramount in determining how it influences the pace and conclusion of disputes.[6] While doing so, the discussion considers the advantages of interim measures and their potential impact on delay in arbitration, not least also concerning the outcome of proceedings.[7]

OBJECTIVES OF THE STUDY

This study assesses the effect of interlocutory measures on the velocity and outcome of arbitration suits. The research to be conducted examines the procedural and substantive impact of interim relief on arbitration in an attempt to ascertain if these measures result in efficiency in arbitration and the final determination of disputes. The motives that must be fulfilled are:

- To discuss the necessity of interim relief to uphold procedural justice in arbitration proceedings and safeguard the party's rights.[8]
- To examine the role played by interim measures for acceleratory or delaying effect to the arbitration proceedings[9]
- Determining how interim measures affect the intrinsic characteristics, outcome of arbitration, and influence on settlement, strategies used in legal proceedings, and enforceability of awards.
- To compare the effectiveness and enforceability of interim measures across different jurisdictions and arbitration frameworks.

[6] *Ibid*
[7] Laurence Craig et. al., *International Chamber of Commerce Arbitration* (3rd edn, Oceana Publishing 2009)
[8] Jani Savola, 'Interim Measures and Emergency Arbitrators' (2019) 7(2) Arbitration Law Review 204-220
[9] William W. Park, *Arbitration of International Business Disputes: Studies in Law and Practice* (2nd edn, Oxford University Press 2012) pgs 309-314

- To explore the challenges associated with the application, enforcement, and recognition of interim measures in both domestic and international arbitration contexts.[10]

HYPOTHESIS

Preliminary research on the effects interim measures have on the speed and outcome of arbitration proceedings includes the following hypotheses: First, these interim measures expedite the process of arbitration by preserving the status quo and avoiding harm to either party to lessen the chances of prolonged disputes over potential losses or damages during the proceedings. A second point that can be raised is that the availability of interim measures positively influences the outcome since they protect parties in cases of irreparable damage and secure the enforceability of final awards. Third, interim measures may introduce delays in those instances where parties misuse them as a tactical tool, thus creating more litigation or procedural complications. Finally, it could be investigated whether the effectiveness of interim measures depends on the authority of the arbitrator who ordered such relief and the actual enforceability of those measures throughout jurisdictions, which may vary under various legal frameworks.

RESEARCH METHODOLOGY

The research methodology involves a combination of doctrinal methods. Primary sources such as legal texts, statutes, and court judgments will be examined, along with secondary sources such as scholarly articles and reports from regulatory bodies.

RESEARCH QUESTIONS

1. What role do interim measures play in safeguarding parties' rights and interests during arbitration proceedings?
2. How do interim measures influence the overall duration of arbitration proceedings? Do they contribute to speeding up or slowing down the process?
3. What are the main legal challenges surrounding the enforceability and recognition of interim measures in different jurisdictions?

[10] Stefan Kroll et. al., *International Arbitration and International Commercial Law: Synergy, Convergence and Evolution: Synergy Convergence and Evolution* (Kluwer Law International 2011)

4. How does the use of interim measures differ between various arbitration rules (such as ICC, LCIA, UNCITRAL) and legal systems?
5. What factors determine the success or failure of interim measures in ensuring the effectiveness of the final arbitral award?

DOMESTIC AND INTERNATIONAL ARBITRATION LAWS ON INTERIM MEASURES

Interim measures are an important procedural device in both domestic and international arbitration as they enable parties to secure their claims and prevent the occurrence of any irreparable harm while the arbitration is pending. While the legal frameworks that entrench these measures vary from jurisdiction to arbitration regime, they broadly serve the purpose of offering an avenue by which urgent matters can be attended to before the dispute is determined once and for all. These provisions will be investigated under two classes, namely domestic law for interim matters and international law, i.e., under what ambit these legislations come and how they affect the pace of arbitration.

DOMESTIC ARBITRATION LAWS ON INTERIM MEASURES

Under most national arbitration statutes, the arbitrator and the courts have concurrent, though not equivalent, authority to provide provisional relief in domestic arbitrations. Although the approach of some of them may be different, certain provisions relevant to interim measures are provided in domestic arbitration laws, like the Indian Arbitration and Conciliation Act of 1996[11], the English Arbitration Act 1996[12], and the U.S. Federal Arbitration Act.[13]

Indian Arbitration and Conciliation Act, 1996: The 1996 Act (as amended in 2015 and 2019) authorises arbitral tribunals to grant interim measures under Section 17 parties can also apply for such relief with the courts before or during the arbitral process under Section 9 of the act[14]. The introduction of courts at the pre-arbitral stage can delay proceedings; however, recent amendments provide for an attempt to expedite relief by parties directly approaching tribunals.

[11] Indian Arbitration and Conciliation Act 1996
[12] English Arbitration Act 1996
[13] Federal Arbitration Act 1925, s 7
[14] Indian Arbitration and Conciliation Act 1996

In practice, interim measures to preserve the party's interests are often given during the arbitration process, like injunctions, security for costs, and assets preservation.

Interim Measures English Arbitration Act, 1996[15]: The tribunals with wide powers to make interim orders. Interim relief (section 38 ensures that arbitrators can grant interim reliefs) Urgent Interim measures [(section-44) party may seek an urgent measure urgently through courts in a matter which tribunal felt beyond its control or called for immediate intervention]. The Act seeks to strike a very important balance between the need for speed whilst ensuring that the equitable rights of all parties remain impenetrable, notwithstanding that court involvement can occasionally take proceedings longer than necessary.

Sec. 7 of the U.S. Federal Arbitration Act (FAA)[16] does not contain provisions related to interim measures, but U.S. courts have held that arbitral tribunals do possess the power to grant them so long as the journal goes on new pages there is some basis in agreement or common law for such relief. Parties may also apply to the court for interim relief (such as an injunction, attachment, or appointment of a receiver) pending arbitration. In the U.S., interim measures, and whether they are enforced in the courts, can be key because if one party can put enough pressure on another over time under a neutral interpretation of the terms of an agreement or governing law, this pressure may drive parties into a settlement or change their strategy based on court rulings.

INTERIM MEASURES UNDER INTERNATIONAL ARBITRATION LAWS

In the context of international arbitration, the legal regime governing interim measures is a composite system consisting of institutional rules and international conventions. The primary sources of authority are the UNCITRAL Model Law on International Commercial Arbitration, the New York Convention on Recognition and Enforcement of Foreign Arbitral Awards, and institutional rules such as those applicable to the ICC, LCIA, or SIAC. These frameworks are crucial to ensure that interim measures have extraterritorial effect and that the parties can safeguard their interests during international arbitration proceedings.

[15] The English Arbitration Act 1996
[16] The Federal Arbitration Act 1926, s 7

UNCITRAL Model Law[17]: This well-established framework for interim measures was approved by numerous nations to harmonise international arbitration. Arbitral tribunals may, upon a party's request, order interim measures under Article 17 of the Model Law. These precautions may involve safeguarding assets, upholding the status quo, or averting damage that would compromise the arbitral process. The effectiveness of national courts in handling cross-border issues is increased by the Model Law, which also offers procedures for the execution of interim orders.

New York Convention (1958)[18]: The rules of the New York Convention facilitate the execution of interim measures even if its main focus is on the recognition and enforcement of final arbitral verdicts. According to how the Convention is interpreted by many jurisdictions, courts are permitted to acknowledge and uphold interim orders made by foreign arbitral tribunals. This guarantees that parties involved in international disputes can obtain appropriate remedies without impeding the promptness or impartiality of the procedures.

Institutional Rules (ICC, LCIA, SIAC): Several international arbitration organisations have produced comprehensive rules about interim measures, including the International Chamber of Commerce (ICC), the London Court of International Arbitration (LCIA), and the Singapore International Arbitration Centre (SIAC)[19]. For example, the LCIA Rules (Article 25)[20] and the ICC Rules (Article 28)[21] permit parties to request emergency arbitrators for urgent interim remedies before the tribunal's establishment, in addition to the tribunal's ability to give interim relief. By giving parties quick access to interim relief, these procedures lessen the need for judicial involvement and speed up the arbitration procedure.

OVERVIEW WITH CASE LAW

A party that applies for interim measures must demonstrate to the tribunal that such measures are necessary to protect its rights and avoid serious damage, and also, there is not enough time

[17] UNCITRAL Model Law on International Commercial Arbitration 1985
[18] New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958
[19] Federal Arbitration Act 1925
[20] LCIA Arbitration Rules 2020, art 25
[21] ICC Arbitration Rules 2021, art 28

to wait until the rendering of a final arbitral award. They can guarantee the effectiveness and enforceability of the arbitral award in question. For example, in Cargill International SA v S. R. S. A & Co. Ltd (2003)[22], it was accepted that interim measures were crucial to stave off a party from disposing of assets that could be used to enforce a future award. The court emphasised that the reason for protection under sections 17 and 9 cannot be stated away/with an, by stressing the protective nature of interim relief, it noted that without such measures, interference with arbitration will be reduced to a mere nominal form.

The effect of interim measures in terms of the length of arbitration can go two ways. They may also run interference by taking measures to prevent actions that might complicate or obstruct the arbitration.

Legal issues on interim measures are thus very diverse and differentiated in their enforceability from one jurisdiction to another. A sample would be the case of U.S. v Turner Construction Co. back in 2006[23], where the different interpretations by US courts of what constitutes an enforceable award under the New York Convention may lead to the non-enforcement of orders of foreign arbitral tribunals for interim measures. For example, in Soleimany v Soleimany[24], the courts in England refused enforcement of interim measures issued by an arbitral tribunal in Iran on the ground that the tribunal lacked jurisdiction in 1999. These cases represent some of the complications and incoherence in the international recognition and enforcement of interim measures.

The diversity of arbitration rules fixes different interim measure frameworks. For example, ICC Rules under Article 28 allow the issue of interim measures by both the tribunal and the emergency arbitrators. That means ICC is a robust approach to protective measures. On the contrary, LCIA Rules allow the tribunal to grant interim measures under Article 25, yet there is no provision for emergency arbitration. Article 26 of UNCITRAL Rules also empowers the tribunal to grant interim measures, though UNCITRAL remains silent about emergency procedures. It is, thus, instructive in such variations that the ICC's framework in Baker Hughes

[22] *Cargill International SA v S.R.S.A & Co Ltd* [2003] EWHC 1897 (Comm)
[23] *US v Turner Construction Co* [2006] 524 F Supp 2d 20 (S.D.N.Y. 2006)
[24] *Soleimany v Soleimany* [1999] Q.B. 785

v Chevron (2016)[25] Allowed the respondent to obtain interim relief speedily, but similar measures were delayed as LCIA lacked emergency arbitration.

Several elements constitute the success of interim measures in maintaining the effectiveness of the final award. The most important among them is the nature of the relief sought, the jurisdiction's readiness to recognise such measures, and whether the party seeking relief can demonstrate the urgency and need for such legal redress. In Shashoua v Sharma[26], the English High Court reiterated that it must be demonstrated that unless this is done through interim measures, the effectiveness of the final award may be prejudiced. Further, in the case of Tauron Polska Energia SA v JSC Zheldorenergo (2019)[27], the possibility of enforceability of interim measures across jurisdictions was also underlined; again, these are generally more effective in preserving the effectiveness of the final award-extended recognition and enforceable across jurisdictions.

ARTICLES 9 AND 17 OF THE UNCITRAL MODEL LAW

Interim measures are vital in international commercial arbitration in as much as they serve as an essential shield of the arbitration process. To this end, measures of such type are contemplated by provisions of the UNCITRAL Model Law on International Commercial Arbitration under Articles 9 and 17. These provisions provide that a party may seek measures to preserve assets or similar interim directions either from the arbitral tribunal or, in a limited number of circumstances, from the domestic courts. This paper will look at the extent to which interim measures enhance the speed as well as the results of the arbitration process, alongside the strengths and weaknesses of these measures.

Interim Measures of UNCITRAL Model Law -

Article 9[28]: This article makes certain that a party's application for interim measures to a court is not inconsistent with the arbitration agreement. The tribunal's powers may, however, be

[25] *Baker Hughes Oilfield Operations, Inc. v Chevron USA, Inc.* (2016) 192 F. Supp. 3d 696
[26] *Shashoua v Sharma* [2009] EWHC 957 (Comm)
[27] *Tauron Polska Energia SA v JSC Zheldorenergo* (2019)
[28] UNCITRAL Model Law on International Commercial Arbitration 1985, art 9

curtailed from assuming measures before or during the arbitration process but not fully displaced.

Article 17[29]: This article also endows the arbitral tribunal with the authority to direct interim measures. These may include orders to maintain the status quo or the protection of the asset, as well as any other thing that might, in one way or another, hurt the ultimate granting of the award.

Effects on the Velocity of Arbitration -

Potential Delay[30]: Whereas interim measures may act for the parties' interests, requesting the court actions under Article 9 often results in the extension of the proceedings. The proposal to seek interim measures in domestic courts may prolong the length of time taken to resolve the dispute, most especially in countries whose trial proceedings last for many years.

Accelerating the Process[31]: This, on its part, can be arrived at very fast since Article 17 empowers the tribunals to grant the Interim measures directly. Thus, by keeping control in the hands of arbitration, the parties eliminate outside judicial interference, thus maintaining density and avoiding procedures halt.

Effectiveness in the Alteration of the Result of Arbitration -

Preserving Assets and Evidence: Preliminary measures are quite useful insofar as they safeguard the object of the dispute and guarantee that, later on, the obligor can make corresponding resources available. This is important with a view to making it difficult for one party to scuttle the arbitration process by transferring assets or even destroying vital pieces of evidence that will help in the process.

Influencing Settlement: Getting interim relief can also result in early settlements. This is because, when a measure has been issued by a tribunal, the parties may review their stands commonly to negotiate and settle before the final award is made, and hence, both are made to

[29] UNCITRAL Model Law on International Commercial Arbitration 1985, art 17
[30] Nigel Blackaby et. al., *Redfern and Hunter on International Arbitration* (6th edn, Oxford University Press 2015)
[31] UNCITRAL Model Law on International Commercial Arbitration 1985, art 17

save on time as well as resources. Perception of Fairness: It is possible to decrease the feeling of inequity and impunity in the arbitral process, to which the existence of the interim measures contributes. That is why parties act in good faith because they know tribunals have the power to take interim measures to protect the rights and interests of the parties.

Interim Measures in Arbitration: The Functions of Arbitral Institutions:[32] Various arbitral organisations, including the ICC, LCIA, and SIAC, have enacted rules concerning the making and enforcement of interim measures. Interim measures govern the processes of applying for interim measures as well as the scope of authority of emergency arbitrators and the enforcement proceedings. For example, the SIAC and ICC rules entitle the parties to apply for the appointment of emergency arbitrators who can order interim measures before the establishment of the Tribunal. Likewise, the LCIA provides for the expeditious constitution of the tribunal to deal with such measures[33]. These institutional rules standardise flow and afford a way of handling critical requests.

Influence on the Frequency of Speed of Arbitration Proceedings -

It is notable that interim measures might have an ambivalent impact on the timeline of arbitration proceedings. On the one hand, they are important in preserving the self-interest of the parties, in avoiding damage, and in halting the dissipation of assets or destruction of evidence. Finally, the application for and the granting of interim measures might also lead to the real final solution of the dispute taking longer.

Accelerating the Process: To obtain critical assets/or evidence, interim relief helps to avoid the deepening of the terminal dispute and accelerate the arbitration. Furthermore, it is acknowledged that arbitral institutions whereby the appointment of emergency arbitrators is possible to ensure that interim relief is achieved in a way that does not unproportionally prejudice the timeline of the process.

[32] Born (n 1)
[33] LCIA Arbitration Rules 2020, art 9B

Delaying the Proceedings: At the same time, the time for filing applications and hearings, as well as decisions on interim measures, may prolong the arbitration period. Even getting court enforcement of such measures, if need be, could take a very long time of society's time. Where the tribunal has not been established, then the parties may spend more time addressing these forms of communication.

KINDS OF INTERIM MEASURES IN ARBITRATION

Measures ancillary to the arbitration are the emergency provisional relief ordered to protect the interests of the people in the arbitral proceeding before giving a final decision. The most familiar type is the preliminary measure to preserve documents that should be preserved, which means that a party wants to prevent certain original documents, electronic or tangible documents, or valuable exhibits that may be lost, changed, or deleted during the proceedings. Another customary classical interim relief is the injunction it can be restrictive or propositive. A prohibitory injunction prevents a party from doing something (for example, freezing the sale of the property at issue), while a mandatory injunction compels a party to do something, for example, to continue performing services under the contractual relationship.

A further type of security is security for costs, by which if a losing party is unable to fund the other side's lawyers, it is unable to prosecute the arbitration. This measure is especially useful where there is a worry that one of the parties may be in a position to pay other costs by the time arbitration is complete. Another effective interim measure, which can be obtained in the present case, is the freezing order, or Mareva injunction, which contemplated restraining a party from dealing with the assets to defeat the arbitral award in the future.[34] It provides for the certainty that the assets stay in place for the purpose of satisfying the final award. Meanwhile, preservation orders are frequently made to keep things as they are and to prevent the removal or otherwise of property, which may be a factor in the arbitration.

These are indeed important in that they help to keep arbitration as an effective procedure through which the parties can afford protection while not waiting for the final outcome. They

[34] *Mareva Compania Naviera SA v International Bulkcarriers SA* [1980] 1 All ER 213 (CA)

support the purpose of equal treatment and prevent steps that may weaken the arbitration process's effectiveness.

ENFORCEMENT OF INTERIM MEASURES

The power of having interim measures implemented may also vary considerably from one country to another involving the arbitral tribunals. Albeit arbitral tribunals have the power to order interim measures, their enforcement may not be automatic or unqualified. Some national laws provide legal regulation of arbitral interim measures and acknowledge them as orders similar to court orders. However, in other areas, the mentioned actions may not be recognised, although a party must seek the enforcement of the decision through another procedure. While ordered by a court, interim relief is generally easier to enforce since the courts have the inherent jurisdiction to enforce a relief and take action against a defaulting party. This makes court-ordered interim measures considerably more immediately enforceable across most legal systems.

Subject to enforcement of interim measures across different jurisdictions, seven main difficulties arise mainly due to the difference in legal systems and the willingness of the national courts to recognise & enforce arbitration. A number of countries, especially those that have adopted the UNCITRAL Model Law, offer ample backing for arbitral interim measures.[35] However, where legal frameworks governing arbitration are fairly developed or where the courts are not keen on surrendering powers to arbitration tribunals, then such measures are not easily implementable. Moreover, enforcement proceedings can be procedurally challenging, where one party is in the process of avoiding enforcement by transferring its assets to a less cooperative country.

BALANCING EFFICIENCY AND FAIRNESS

An Analysis of Efficiency and Equity Approaches towards Arbitration - In arbitration, the ratio of this fundamental value is also in the balance of efficiency and justice[36]. First, arbitration

[35] UNCITRAL Model Law on International Commercial Arbitration 1985, art 17
[36] Redfern A and Hunter M, *Law and Practice of International Commercial Arbitration* (6th edn, Oxford University Press 2015)

is preferred as a quicker process than the conventional court trial, something that benefits parties that want the dispute solved as early as possible[37]. But while quoting efficiency, one has to agree that it can never be on the wrong side and be away from equity and justice. Litigants must understand that equality in the process gives them every opportunity to make the best of their argument to the court. This paper explains that when efficiency is given too much emphasis in arbitral proceedings, some critical aspects can be overlooked and compromise the final award. As a result, arbitrators need to address the requirements for the efficient procedures and, at the same time, the due process.

For the interim measures heard, it is necessary to afresh open a procedure with the following procedural guarantees.

In any case, there are several procedural safeguards that are offered by arbitration rules in order to safeguard the parties in the event that there may be bias when it comes to satisfying the requirement of application of interim measures. For example, the lawyers in a case must be allowed an opportunity to be heard despite the emergent circumstances, whether orally or in writing, through a motion for an expedited hearing. It is usual for tribunals in such cases to request evidence that an interim measure is needed to avoid prejudice or to preserve the situation as it is. Also, it is more effective to resort to security bonds or guarantees in order to protect from abuse of interim measures and to minimise losses for the opposing party.

Proposal on How to Achieve a Better Equilibrium in International Arbitration - This concerns the utilisation of accelerated arbitration proceedings, adaptable to the specificities of the case, while guaranteeing fast resolution without compromising procedural principles. Another recommendation is increasing clarity in case the application of interim measures is seen as obsolete or too confusing, which contributes to time waste due to the obscurity of their interpretation.[38] Further, the expansion of the possibility of obtaining access to emergency arbitrators for receiving interim relief in emergencies may contribute to raising the level of justice and efficiency by preventing abuses while maintaining the parties' rights of protection.

[37] Born (n 1)
[38] Poudret J-F and Besson S, *Comparative Law of International Arbitration* (Sweet & Maxwell 2007)

All could, in turn, help bring better distribution of resources and more efficient arbitration to the table.[39]

New Thrills and Discoveries in the Award of Interim Measures in Arbitration - New tendencies concerning interim measures in arbitration demonstrate the development of such kind of activity with reference to the tendencies of the contemporary world and particular development in the sphere of technology. The current situation that involves embracing electronic communication as well as conducting hearings virtually has made it easier to seek interim relief[40]. Furthermore, there will be that of emergency arbitrators, which has, therefore, increased and has been used by the parties to seek an early relief before the rest of the arbitral tribunal. This mechanism also increases the rate at which required action is obtained, meaning that more time-sensitive matters are dealt with more efficiently.

Interim relief in arbitration has also been assessed through key cases and jurisprudence; therefore, this paper will examine cases that have defined the principle of interim relief in arbitration.[41] Examples of the application of interim measures available in various jurisdictions are useful in demonstrating the disparity in the standards and enforceability offered to such measures. For instance, while courts around the world demonstrate varying degrees of enthusiasm in enforcing arbitral interim measures, they are a critical determinant of the efficiency of arbitration.

Along the same line, other new institutional features that incorporate the ICC, LCIA, and SIAC have significantly contributed to mapping the future application of interim measures. Such rules may include procedures concerning the appointment of emergency arbitrators or provisions that facilitate the obtaining of interim relief. Such rules being laid down in specifics for the procedures and the criteria governing the availability of interim measures add to the very predictability and efficiency that would go a long way in using the Interim Relief more confidently.[42] These trends and institutional developers will probably become instrumental in

[39] *Ibid*
[40] *Ibid*
[41] *Ibid*
[42] LCIA Arbitration Rules 2020, art 9B

defining the further evolution of interim measures in arbitration concerning its adaptation to new developments on the international level.

CONCLUSION

Therefore, it can be rightly concluded that interim measures are sacrosanct in arbitration as other protections enshrine the autonomy, rights, and interests of the parties to the arbitration process. Conclusions drawn from this area suggest that such steps can alter the pace and results of proceedings immensely. On the one hand, they can help facilitate the process by avoiding situations when the relief cannot be cured and preserving the status quo, on the other – they can act as barriers owing to the specific actions a party must take to obtain such aid. Also, the use of interim measures is subject to the above analysis, proving that such measures are beneficial in augmentation of the efficiency of the arbitration proceedings, misuses may lead to tactical delays or even wrongful disparagement of the arbitration as a whole.

To increase effectiveness and legal equality in arbitration, it is suggested that arbitrators and parties should set more precise rules for using and applying interim measures. This also extends to having set timelines for making requests and responses to minimise a lot of waste of time. Further, any attempts to increase the awareness of the appropriate usage of these measures can go a long way in addressing strategic misapplication of the same, thereby enabling efficiency in the achievement of their aim and objective of maintaining fairness with a view of avoiding any form of harm.

Last but not least, there is ample scope to deepen existing knowledge in this area, including on how future progress in the internationalisation coordination of Interim Measures in a global, as well as specific institution-related, context. Interim measures and how technology could be utilised in their implementation and the study of best practices from another system for the improvement of arbitration internationally could benefit from this analysis.