
EMERGENCY ARBITRATION IN INDIA: RECONCILING PROCEDURAL EFFICIENCY WITH THE MANDATE OF EQUAL TREATMENT UNDER SECTIONS 17, 18, AND 19 OF THE ARBITRATION AND CONCILIATION ACT, 1996

Sania Siddiqui, Campus Law Centre, University of Delhi

Shiwesh Pandey, Campus Law Centre, University of Delhi

ABSTRACT

Emergency arbitration has become an important feature in today's modern arbitration which allows parties to seek urgent relief even prior to arbitral tribunal is formally constituted. In India, although the Arbitration and Conciliation Act 1996, does not take into account directly emergency arbitrators, however judicial developments have taken this into consideration indirectly through statutory mechanisms.

This paper seeks to examine the strain between procedural efficiency and fairness with regards to emergency arbitration in the context of India. It focuses on the connection between Section 17, which empowers the arbitral tribunal to pass interim measures of protection during proceedings, Section 19 provides for procedural flexibility, and Section 18 which mandates that parties in an arbitration proceeding must be treated with equality and each party is given a fair opportunity to present its case. While section 17 and 19 prioritizes fast track mechanisms such as emergency arbitration but the principles of section 18 which lays down the principles of fairness which are inviolable.

This paper further argues that shortened timeframes and finite procedural safeguards in emergency arbitration disadvantages the defendant. In many cases, the respondent parties may not have sufficient time to prepare arguments, gather evidence, or to present its case. Although, such limitations may be countered on the point that they are justified on the grounds of urgency but on the other hand, they raise substantial questions on as to whether the opportunity provided was meaningful or merely substantial, thereby operating unfairly against a party.

Procedural flexibility must abide by the fairness mandate of Section 18. It concludes that while emergency arbitration is necessary, safeguards are needed to ensure that efficiency does not compromise equal treatment.

Introduction

Emergency arbitration rests on a very simple yet important idea that the parties should be able to seek urgent relief even before the arbitral tribunal is formally constituted.¹ This need arises from a practical necessity, although arbitration is known for being quick, the process of appointing a tribunal can be time taking.

During this gap, serious harm can take place, for e.g. assets may be transferred, contractual rights may be affected, or the dispute itself loses its relevance and become meaningless. Emergency arbitration tries to tackle this problem by allowing a party to approach an emergency arbitrator at the very beginning and seek immediate protection.

This system is widely recognized at the international level, institutions like the International Chambers of Commerce, London Court of International Arbitration and Singapore International Arbitration. In India, Institutions like the Mumbai Centre for International Arbitration and Delhi International arbitration have adopted similar standards.² This demonstrate that emergency arbitration is not a mere theory, rather it is already used in practice.

However, the legal position in India remains ambiguous.³ The Arbitration and Conciliation Act, 1996 does not directly refer to emergency arbitration. Despite that, there are strong arguments within the act that directly support it. Section 2(1)(d) defines arbitral tribunal in broad terms and it can be inferred that an emergency arbitrator fits within this definition. Section 2(6) and 2(8) also recognizes party autonomy which is a very important principle in arbitration that allows parties to choose institutional rules that encompasses emergency arbitration.⁴

Despite this, the law is silent on it, this point was raised in various reform efforts for e.g. the 246th Law Commission Report (2014) and the Srikrishna Committee (2017), both the committees have very strongly argued in favor of emergency arbitration.⁵ Very recently,

¹ Shobhit Agrawal, *Recognition and Enforcement of Emergency Arbitration: India, US and Singapore*, 4 Indian J. L. & Legal Rsch. 1 (2022).

² Anay Sahni & Arjun Pawar, *Emergency Arbitration in India: From Judicial Recognition to Legislative Reform*, 7 Indian J. L. & Legal Rsch. 743 (2023).

³ Harshita Gupta, *Evolution and Future of Emergency Arbitration in India* (SSRN, 2023).

⁴ Amazon.com NV Inv. Holdings LLC v. Future Retail Ltd., (2022) 1 SCC 209 (Ind.).

⁵ Harshita Gupta, *supra* note 3.

proposition such as the Draft Arbitration Amendment Bill, 2024 have also demanded the legislative clarity on this aspect.

When legislative work was absent, the judiciary has played a remarkable role. In *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd*, the Supreme court held that emergency arbitral orders can be enforced under the existing laws. Previously, the Delhi High Court was also of the view that there is nothing in this act which prevents parties from seeking emergency arbitration.⁶ These decisions demonstrate that the present legal system is flexible enough to accommodate the emergency arbitration even without specific provisions outlined.

However, mere recognition does not take care of all the problems. Emergency arbitration is mapped out to be very quick, with short time frame and limited procedures. While this provides relief in urgent situations, it also raises an equally concerning issue, whether both the parties are given a fair chance to present their case.

This issue becomes important especially when we look at Section 18 of the act, which mandates that all the parties in arbitration must be treated with equality and given a full, fair opportunity to present their case. It is considered as a cornerstone of natural justice, ensuring free treatment. Concurrently, Section 17 aims for urgent interim relief, and Section 19 provides flexibility to the procedure. When these provisions are read simultaneously, that's where a clear tension appears.

The law allows speed as well as flexibility, but it also clamours for fairness. The real question is whether emergency arbitration is able to maintain this balance.

This paper argues that although emergency arbitration is necessary and very useful, but its fast-track nature may sometimes affect procedural fairness. Specifically, the respondent may not get the sufficient and required time to prepare and present its case properly. In such situation, the opportunity to be heard may exist in form but not in actual reality.

2. Legal Framework Governing Emergency Arbitration in India

Emergency arbitration in India does not rest on a single clear principle⁷. Instead, it has been included within the existing framework of the Arbitration and Conciliation Act, 1996 through

⁶ *Future Retail Ltd. v. Amazon.com Inv. Holdings LLC*, 2020 SCC OnLine Del 1636 (Ind.).

⁷ *Supra* note 3.

various interpretations. This makes its position tenable but also slightly unstable. That framework which provides support to it—mainly Section 17, 18 and 19, wasn't originally drafted with a view of emergency arbitration in mind. As a consequence, these provisions do not always align comfortably with the actualities of expedited proceedings.

A. Section 17: Interim Relief without a fully Constituted Tribunal

Section 17 encourages an arbitral tribunal to grant interim measures⁸ like preservation of assets, safeguarding of subject matter, or securing the amount in the dispute. After the 2015 amendments, such orders are enforceable like court orders, indicating a move towards reinforcing the arbitral process.

In the context of emergency arbitration, Section 17 has been employed as a point of entry. The honorable Supreme Court in *Amazon.com NV Investment Holdings LLC v. Future Retail Ltd.* treated the order of an emergency arbitrator as one that could be enforced under this provision. This interpretation has effectively bridged the gap between institutional practice and statutory recognition.

Nonetheless, the fit is not in its entirety flawless. Section 17 presumes the existence of a tribunal which has been properly constituted. Conversely, Emergency arbitration operates in the absence of such a tribunal. This implies that while the law is willing to provide recognition to the outcomes, it remains completely silent on the process through which the outcome is reached. This provision, therefore accommodates emergency arbitration without fully regulating it.

B. Section 18: The Issue of Meaningful Opportunity

Section 18 mandates that parties be treated equally, and be given a full and fair opportunity to present their case.⁹ This is often stated as a basic requirement, but in the context of emergency arbitration, it becomes the most arduous requirement to meet.

This issue is not whether the opportunity is provided or not, rather it is capable of being effectively used. Emergency arbitration unravels within a matter of few days. A respondent may be required to respond immediately, sometimes with very limited access

⁸ The Arbitration and Conciliation Act, No. 26 of 1996, § 17 (Ind.).

⁹ The Arbitration and Conciliation Act, No. 26 of 1996, § 18 (Ind.).

to documents or without adequate time to for proper consultation. In such type of situations, the opportunity exists formally but its substance become contentious.

This raises a deeper concern. Equality in procedure does not necessarily translate into equality in participation. A party which initiates emergency arbitration is usually prepared in advance, whereas the respondent party is placed in a reactive position. Section 18, however does not make a demarcation between these positions. It assumes a level of balance which may not materialize in reality.

C. Section 19: Flexibility and its Unstated Limits

Section 19 allows arbitral tribunals to come to their own procedures and frees them from the restraints of formal procedural laws.¹⁰ This flexibility is most definitely considered as one of the biggest strengths because it allows disputes to be solved quickly without getting caught up in technicalities.

However, in the context of emergency arbitration, this opportunity does not always operate neutrally. It more or less tends to favor the party who is already prepared in advanced. For instance, in a typical emergency arbitration scenario, the claimant approaches the tribunal after anticipating the dispute and preparing the arguments in advance. On the other hand, the respondent is often required to respond within a very short period, sometimes within forty-eight days to seventy-two hours¹¹, in such a situation, flexibility in procedure does not actually serve as a shared advantage. It works unevenly.

Institutional rules further intensify this compression. Emergency arbitration are often arranged in a manner that limits the scope of participation, submissions are brief, the evidentiary stage is either very minimal or entirely absent and hearings if they place then they are brief and confined.¹² While such an arrangement may be justified on the grounds of urgency, it places the respondent party in constrained position. The respondent is expected to react quickly, often without sufficient time to gather documents, verify claims, or prepare a considered response.

¹⁰ The Arbitration and Conciliation Act, No. 26 of 1996, § 19 (Ind.).

¹¹ *Supra* note 2.

¹² *Emergency Arbitration: The Unsung Hero of International Arbitration*, Arbitration Brief (2023), <https://arbitrationbrief.com>.

The issue arises in the absence of a clear boundary on how far this procedural flexibility can extend. Section 19 grant permission to tribunals to create their own procedure, but it does not indicate when flexibility begin to undermine balance. In practice, this means what is presented as efficiency may, in certain cases turns out to be unevenly between the parties. Flexibility, when left undefined does not simply streamline the process what it does is it transfers significant discretion to the decision maker. In fast-track proceedings, that discretion can shape how much opportunity each party actually receives. As a consequence, while Section 19 enables flexibility, it does not guarantee that such flexibility will be exercised in a manner that preserves procedural equality.

D. Interplay Between Section 17, 18 and 19

When Section 17,18 and 19 are read together, the issue is not merely interpretive, it becomes structural. Each provision when viewed independently, appears consistent. However, when applied simultaneously in the context of emergency arbitration, they begin to pull in quite different directions.

Section 17 enables quick relief, and Section 19 allows the procedure to be adapted in order to achieve that urgency. Both provisions are aligned towards speed. Section 18, however operates as a constraint. It does not permit quickness to come at the cost of fairness. The difficulty is that the act does not indicate how this balance is to be achieved when there is a conflict between urgency and fairness.¹³

This tension becomes clearer in practical situations. Consider a situation, where an emergency application seeks to restrain the transfer of assets, the arbitrator is required to act quickly in order to prevent irreparable harm. At the same time, the respondent may not have immediate access to financial records or internal communications to necessary to contest the claim. The arbitrator then faces the situation where delaying the order may defeat its purpose, but proceeding immediately may affect the respondent's ability to defend itself effectively.

A similar dilemma arises when it comes to contractual interpretation. The claimant may depend on selected portions of the agreement to justify urgent relief, while the respondent

¹³ *Supra* note 3.

may require time to examine the contract in its entirety, including surrounding correspondence and commercial context. In a compressed proceeding, this broader examination often does not take place. The final decision is then based on a limited presentation of facts, not because the arbitrator gives preference to it but because the structure of process leaves limited alternative.

What is important to note that the structure is not created intentionally. It is built into the design of emergency arbitration itself. The law, as it stands, permits this design but does not actively correct it for its effects. Section 18 assumes that both parties are equally in the same position to present their case but emergency arbitration operates in conditions where this simply does not hold true.

This results in a framework where compliance with fairness is formal rather than substantive. The parties are heard, but not necessarily heard equally in terms of preparation, access to material, or ability to respond. The difference is quite subtle, but it is significant. It shifts the focus from whether the opportunity was given to whether the opportunity could be realistically used.

In this sense, emergency arbitration under the present legal framework achieves formal and procedural efficiency with relative consistency, but fairness remains dependent on how each individual proceeding is conducted. This lack of uniformity is not addressed by the statute and continues to remain one of the more understated challenges in the development of emergency arbitration in India.

3. Empirical Insights into Emergency Arbitration Practice

The concerns discussed above are not merely theoretical, but are also exhibited in institutional practices. Available data from leading arbitral institutions suggest that emergency arbitration, while increasingly recognized, is not uniformly recognized across various jurisdictions. Institutions such as the International chamber of commerce and Singapore International Arbitration Centre report relatively a limited number of emergency applications when compared with their overall caseload.¹⁴ At the same time, other institutions such as the

¹⁴ José Emilio Ruiz Pineda, *Arbitration Statistics 2023 – Insights into Financial Stakes, Procedural Efficiency, and State Involvement*, Daily Jus (May 29, 2025), <https://dailyjus.com/world/2025/05/arbitration-statistics-2023-insights-into-financial-stakes>.

International Centre for Dispute Resolution reflect comparatively higher usage.¹⁵ Institutional data also shows that in some cases, emergency arbitrator applications are accepted at very high rates, reflecting procedural accessibility in certain jurisdictions.¹⁶ This uneven pattern indicates that emergency arbitration remains influenced by institutional ecosystems and regional practice rather than being uniformly embedded.

More importantly, the procedural structure of emergency arbitration reveals a significant difference when compared with regular arbitral proceedings. Emergency arbitration is designed to operate within extremely compressed timelines, often requiring decisions to be decided within a matter of days. In contrast, regular arbitration allows for extended timelines involving detailed pleadings, document production, and evidentiary hearings. This difference is not merely procedural but has a direct impact on how effectively parties are able to participate in the process.

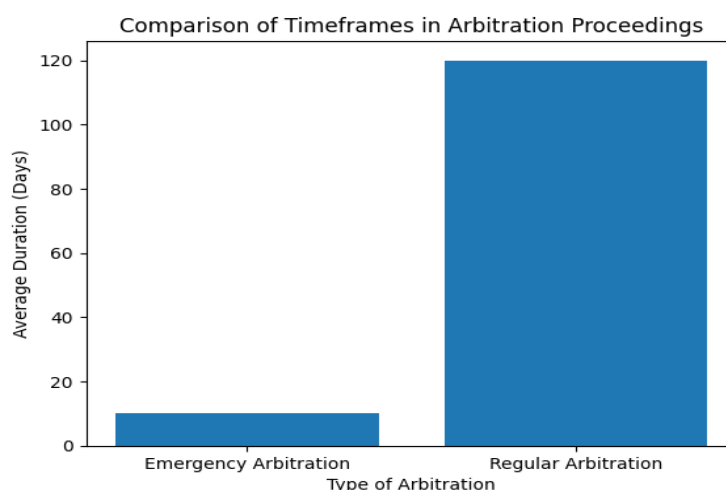


Figure 1: Comparison of Timeframes in Arbitration Proceedings

Note: The above figure is indicative and based on institutional practices such as SIAC emergency arbitration timelines and general arbitral duration.

The Contrast illustrated above shows that emergency arbitration is simply not an exaggerated version of regular arbitration, rather it is a structurally compressed process. While such compression is important to address urgency, it also affects the ability of respondents to gather materials, verify claims, and prepare a considered response within the limited time available.

¹⁵ *Id.*

¹⁶ *Arbitral Institution Statistics 2024*, Enyo Law (2024), <https://enyolaw.com/news/arbitral-institution-stats-2024/>.

Institutional outcome data further reinforces this concern. Emergency relief is not granted as a matter of a course, and substantial portions of applications are either rejected or merely partially guaranteed. This indicates that emergency arbitration operates with a relatively high threshold, where relief is treated as exceptional rather than routine.

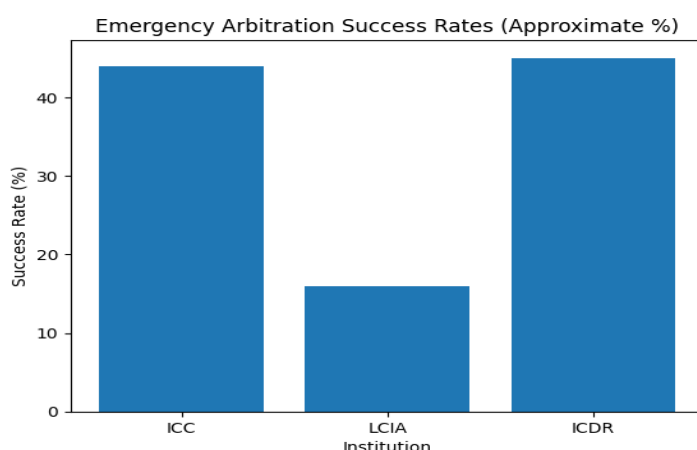


Figure 2: Emergency Arbitration Success Rates (Approximate %)

Note: The above figure is indicative and based on publicly available institutional statistics from arbitral institutions such as ICC, LCIA and ICDR.

The variation in success rate across institutions further showcases the absence of a uniform standard governing emergency relief. While some institutions demonstrate moderate success rates, others reflect significantly lower rates of relief being granted. This inconsistency suggests that outcomes are influenced not merely by legal considerations but also by institutional practices and procedural approaches.

From the point of view of procedural fairness, this becomes particularly significant. A respondent may be required to participate within compressed timelines and limited procedural safeguards, yet, still face a considerable likelihood of rejection due to incomplete evidentiary presentation. In such circumstances, the opportunity to be heard may exist in form but its effectiveness is limited in reality.

Another notable trend is that not all emergency proceedings culminate in a final adjudicatory order. A number of cases are withdrawn or settled at a very early stage, indicating that emergency arbitration also functions as a strategic mechanism influencing negotiations

between parties. It is therefore not merely a tool for adjudication, but also a means of exerting procedural and commercial pressure.

Considering together, these empirical patterns reinforce the argument that emergency arbitration is a distinct procedural space which is shaped by urgency, institutional design and strategic considerations. While it consistently delivers efficiency, its ability to ensure substantive fairness remains contingent on how individual proceedings are conducted.

3.1 Procedural Asymmetry in Emergency Arbitration

Emergency arbitration is usually discussed in terms of quickness. But the real issue lies not just in speed. It is how differently the process affect both parties.

In most cases, the claimant does not come into emergency arbitration suddenly. The claimant has already deliberated about the dispute, consulted lawyers, collected documents, and then decided to file. So, by the time process begins, the claimant is already prepared.

The respondent is in a completely different position. The respondent receives notices and is expected to respond immediately, sometimes within a few days. At that time, there may not be enough time to understand the claim properly, collect documents, or even take proper legal advice. So even though both parties are part of the same process, they are not equally prepared.

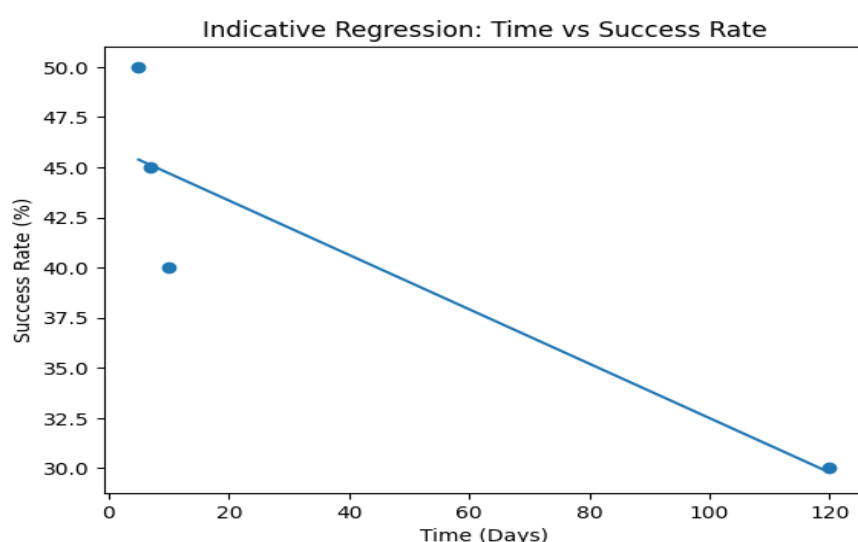


Figure 3: Preparation Time vs Effective Participation

Note: This figure is only indicative and is used to show how preparation time can affect a party's ability to participate effectively.

The relationship illustrated above suggests that participation capacity increases with preparation time. While this may appear intuitive, its implication in emergency arbitration are significant. A compressed timeline does not affect both parties equally. The claimant operates from a position of preparedness. Whereas the respondent is required to construct a defense under constraint.

This asymmetry is not addressed within the existing legal framework. The assumption of law is that equal opportunity is achieved once both the parties are heard. However, the ability to use that opportunity depends on preparation, access to information, and time factors which are unevenly distributed in emergency proceedings.

This shifts the analysis from formal fairness to functional fairness. Even when procedural requirements are technically satisfied, the actual ability of parties to participate meaningfully may differ. Emergency arbitration, therefore raises a deeper concern, not whether both parties are heard but whether they are equally capable of being heard.

4. Comparative Perspective: Position of Emergency Arbitration Beyond India

Emergency arbitration is not confined merely to India. It has developed more clearly in other jurisdictions where both legal framework and institutional rules directly recognize it.¹⁷ Looking at these systems helps in understanding whether the concerns seen in India are unavoidable or can be addressed through better structure.

In Institutions like the International Chamber of Commerce (ICC) and the Singapore International Arbitration Centre (SIAC), emergency arbitration is specifically provided for. The procedure is clearly laid down.¹⁸ There are fixed timelines, defined powers of the emergency arbitrator and a structured process for submissions. Even though the timelines are short, the process is not entirely left open ended.

This creates an important difference. In these systems, speed is supported by structure. The parties know what exactly to expect. Even within a compressed timeframe, there is some level

¹⁷ Pallab Das & Sakshi Dara, *Emergency Arbitration: Is the Case Really an Emergency?*, 5 CMR Univ. J. Contemp. Legal Aff. 70 (2023).

¹⁸ Pankaj Thakur, *Emergency Arbitration: An Indian Perspective*, 7 Int'l J. Multidisciplinary Res. (May–June 2025).

of procedural predictability. This reduces uncertainty and helps both parties, even if only within limited time.

In India, the situation is different. Emergency arbitration is not expressly mentioned in the Arbitration and Conciliation Act, 1996. Its validity depends on interpretation and judicial recognition.¹⁹ As a result, the process does not have a single uniform structure. It depends on the institutional rules chosen by the parties and how the arbitrator decides to conduct the proceedings.

The difference becomes important when we look at fairness. In jurisdictions where emergency arbitration is clearly regulated, the system at least tries to balance urgency with procedural safeguards. In India, this balance is not clearly demarcated. It is left to be worked out in each individual case.

Another difference lies in enforcement clarity. In some jurisdictions, where emergency arbitration is clearly regulated, the system at least attempts to balance urgency with procedural safeguards. In India, enforcement has been developed through judicial decisions. While this shows flexibility, it also reflects the absence of a clear legislative position.

This comparison shows that the issue is not with emergency arbitration as a concept. The issue lies in how it is structured. Where the framework is clear and supported by rules, the risks to fairness are relatively controlled. Where the framework is indirect, as in India, these risks become more visible.

5. Structural Limits of Judicial Recognition in Emergency Arbitration

In India, emergency arbitration has not developed through clear legislation. Instead, it has mainly evolved through judicial decisions. Courts have played an important role in recognizing emergency arbitral orders and allowing their enforcement. This has helped in making emergency arbitration workable within the existing legal system.

However, this recognition has its own limits. The courts have mostly focused on whether such orders can be enforced or not. They have not gone deeply into how the process of emergency

¹⁹*Id.*

arbitration should be conducted. Because of this, while the outcome is recognized, the procedure remains largely unregulated.

This creates a gap. Recognition makes emergency arbitration valid, but it does not ensure that the process is balanced. There are no clear guidelines on how much time should be given to the respondent, what level of disclosure is necessary, or how hearings should be conducted in such short timelines. These aspects are left to the discretion of the arbitrator or the institutional rules.

Another important point is the timing of judicial intervention. Courts usually come into the picture after the emergency order is passed. By that time, the process has already taken place. If there was any procedural imbalance, it cannot be fully corrected at a later stage. The court can review the order, but it cannot recreate the conditions under which the parties originally presented their case.

This shows that the system currently works on a reactive basis. Instead of ensuring fairness at the beginning, it tries to address issues after they arise. In emergency arbitration, where decisions are taken quickly, this approach is not always effective.

There is also a lack of uniformity. Since there is no clear statutory framework, different cases follow different procedures depending on the institution and the arbitrator. This means that the level of fairness may vary from one case to another.

Therefore, while judicial recognition has helped in accepting emergency arbitration in India, it has not solved the deeper issues. The process still lacks a clear structure, and the balance between efficiency and fairness continues to depend on individual discretion rather than fixed standards.

6. Safeguards to Balance Efficiency and Procedural Fairness in Emergency Arbitration

The discussion so far shows that emergency arbitration is not the problem in itself. It is necessary because certain situations cannot wait for the constitution of a full arbitral tribunal. If immediate protection is not granted, the entire purpose of arbitration can fail. At the same time, the way in which emergency arbitration currently operates creates a risk that one party, usually the respondent, is placed in a weaker position. Because of this, the focus should not be on limiting emergency arbitration, but on improving how it functions in practice.

One of the most basic safeguards that can be introduced is a minimum response time. In many emergency arbitration cases, the respondent is expected to reply within a very short period, sometimes even within twenty-four to forty-eight hours. While urgency is important, such short timelines often make it difficult for the respondent to even understand the claim properly. There may not be enough time to collect documents, consult legal counsel, or verify facts. Because of this, the opportunity to be heard becomes only a formality. A minimum time requirement, even if short, can help in ensuring that the respondent is able to participate in a more meaningful way. This does not defeat urgency, but it prevents the process from becoming one-sided.

Another important safeguard relates to the disclosure of documents. Emergency arbitration proceedings are usually based on very limited material. The claimant, who approaches the arbitrator, is already prepared and presents selected documents to support the request for urgent relief. The respondent, on the other hand, may not have access to all relevant records within such a short time. This creates a situation where the decision is based on incomplete or one-sided information. To reduce this imbalance, both parties should be required to disclose key documents which are directly connected to the issue. This does not mean full-scale discovery, but at least a basic level of transparency. Even limited disclosure can improve the quality of the decision and reduce the chances of unfair outcomes.

The conduct of the emergency arbitrator also plays a very crucial role. Since the process is compressed, the arbitrator has significant control over how the proceedings are carried out. In such a situation, the arbitrator must be cautious while granting relief. The purpose of emergency arbitration is to prevent immediate harm, not to finally decide the dispute. Therefore, the relief granted should be limited and carefully structured. The arbitrator should avoid making detailed findings on complex legal or factual issues which require a full hearing. If such findings are made at an early stage, it may indirectly affect the final outcome of the dispute. A restrained approach helps in maintaining balance between urgency and fairness.

Another safeguard which can be very effective is the idea of a post-emergency review. Once the full arbitral tribunal is constituted, it should have the authority to review the emergency order in a more detailed manner. This is important because the emergency decision is made under time pressure and with limited material. The full tribunal, on the other hand, has more time and access to complete information. Allowing a proper review ensures that any imbalance or limitation in the initial stage can be corrected later. It also gives both parties a sense that the

emergency order is not final in nature and can be reassessed.

Institutional rules can also be improved to address these concerns. At present, different arbitral institutions follow different approaches to emergency arbitration. While some provide more structured procedures, others leave greater discretion to the arbitrator. This leads to inconsistency in practice. Institutions can introduce clearer guidelines regarding timelines, submissions, and basic procedural steps. For example, they can define a minimum response period, specify the format of submissions, and ensure that both parties are given a reasonable chance to present their case. Such clarity can make the process more predictable and reduce the chances of uneven treatment.

Apart from institutional changes, there is also a need for legislative clarity. Currently, emergency arbitration in India is recognized mainly through judicial decisions rather than express statutory provisions. While this has helped in making the system functional, it also creates uncertainty. If the law itself recognizes emergency arbitration and lays down basic safeguards, it can provide a more stable and uniform framework. This does not require detailed regulation, but at least some guiding principles can be included to ensure that fairness is not left entirely to discretion.

It is also important to understand that these safeguards are not meant to slow down the process. The objective of emergency arbitration is still to provide quick relief. However, speed should not come at the cost of fairness. A slightly structured process does not necessarily reduce efficiency. Instead, it improves the legitimacy of the outcome. When both parties feel that they were given a real opportunity to present their case, the decision is more likely to be accepted.

7. Conclusion

Emergency arbitration has become an important part of modern arbitration, especially in situations where immediate relief is necessary. In India, even though there is no express statutory provision, the system has developed through judicial recognition and institutional practice. This shows that the framework is flexible enough to accommodate new developments.

At the same time, this paper has shown that the real issue is not about recognition, but about how the process actually works. The combination of Section 17, 18 and 19 creates a situation where efficiency is prioritized, but fairness is assumed rather than ensured. In many cases, the

opportunity to be heard exists only in a formal sense, while the actual ability to use that opportunity remains limited.

The discussion also highlights that this problem is structural. It arises from the design of emergency arbitration itself, where short timelines and limited procedures affect both parties differently. Judicial intervention has helped in making the system functional, but it has not addressed these deeper concerns.

Therefore, the focus should not be on questioning emergency arbitration, but on improving it. With proper safeguards, clearer procedures, and a more practical understanding of fairness, it is possible to maintain both efficiency and equal treatment.

In the end, emergency arbitration should not only be quick, but also fair in a real sense.