

# ENFORCING INTERIM MEASURES IN THE DIFC



# ENFORCING INTERIM MEASURES IN THE DIFC

## I. INTRODUCTION

1. The DIFC Courts are renowned for their wide enforcement jurisdiction and pro-enforcement approach. Until 2023, however, the DIFC Courts' position on the enforcement of interim measures passed in the form of an interim award in a non-DIFC seated arbitration, was untested. While it was settled that interim measures in DIFC-seated arbitrations could be enforced by DIFC Courts,<sup>1</sup> in the landmark decision in *Muhallam v Muhaf*,<sup>2</sup> the Court of First Instance held that the DIFC Courts could enforce interim measures in the form of awards, even when such arbitrations were seated outside the DIFC. This decision was subsequently confirmed by the Court of Appeal in *Neal v Nadir*,<sup>3</sup> which dismissed an appeal against the decision in *Muhallam v Muhaf*. In confirming that DIFC Law No. 1 of 2008 ("DIFC Arbitration Law") is based on the 2006 amendments to the UNCITRAL Model Law on International Commercial Arbitration 1985 ("Model Law"), the DIFC Courts have cleared the air on enforceability of interim measures rendered in arbitrations seated outside the DIFC.

## II. INTERIM MEASURES IN ARBITRATION

2. In the years after the promulgation of the 1985 text of the Model Law, the UN began to recognise that parties' requests for interim measures by arbitral tribunals appeared to increase steadily.<sup>4</sup> The Model Law was subsequently revised and adopted

---

<sup>1</sup> *Amarjeet Singh Dhir v Waterfront Property Investment Limited and Linarus FZE*, [2009] DIFC CFI 011 ("*Dhir v Waterfront*")

<sup>2</sup> *Muhallam v Muhaf*, [2022] CFI 042 (19 September 2023). Notably, Singularity Legal acted for the claimant in this case.

<sup>3</sup> *Neal v Nadir*, [2024] DIFC CA 001 (22 March 2024). Notably, Singularity Legal acted for the claimant in this case.

<sup>4</sup> Report of the Secretary General, 'Possible Uniform Rules on Certain Issues Concerning Settlement of Commercial Disputes: Conciliation, Interim Measures of Protection, Written Form for Arbitration Agreement', para. 104, UN Doc. A/CN.9/WG.II/WP.108 (2000)

on 7 July 2006 and established a more comprehensive legal regime dealing with interim measures in support of arbitration. Arbitral tribunals have increasingly been conferred wider powers since, to grant various kinds of interim or provisional measures.

### *A. Types of Interim Measures and Their Objective*

3. Interim or provisional measures are awards or orders issued to protect one or both parties to a dispute from damage during the arbitral process. Most often, provisional measures are intended to preserve a factual or legal situation to safeguard rights the recognition of which is sought from the tribunal having jurisdiction as to the substance of the case.<sup>5</sup>

4. Article 17 of the Model Law defines interim measures as any temporary measure, whether in the form of an award or in another form, by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to – (a) maintain or restore the status quo pending determination of the dispute; (b) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself; (c) provide a means of preserving assets out of which a subsequent award may be satisfied; or (d) preserve evidence that may be relevant and material to the resolution of the dispute.

5. Interim measures typically granted by arbitral tribunals may include the following:

- (a) Status quo orders: This common form of interim relief involves orders preserving the *status quo* between the

---

<sup>5</sup> Gary Born, *International Commercial Arbitration*, Section 17.01 (Kluwer, 2024)

parties. For instance, one party may be ordered not to take certain steps, pending determination on the merits.

- (b) Security for costs: This relief pertains to orders requiring one party to furnish security to cover the reasonable legal fees which may be awarded to the other party if it succeeds in the arbitration and is entitled to recover costs.
- (c) Security for claims: A similar type of relief pertains to orders requiring one party to furnish security to cover the other party's underlying claims. This is to ensure that the successful party's claim is not rendered futile on account of the dissipation of assets by the other party or the deterioration of the other party's financial condition.
- (d) Specific performance: This type of relief requires a party to perform specified acts under a contractual obligation. For instance, a party may be directed to continue performing obligations under long-term contracts pending determination of the merits of the arbitration; or such orders may be directed at ensuring that a party continues enjoying its rights under shareholder agreements, pending award.
- (e) Interim payment and delivery-up orders: This relief involves orders for interim payments of sums claimed by a party to an arbitration. In some instances, this may result in the partial or summary disposal of claims. In proprietary claims, tribunals may also order the "delivery up" of amounts claimed by a party, to be held to the order of the tribunal, pending award.
- (f) Anti-suit orders: This type of relief is ordered to prevent one party from prosecuting claims in a national court, in violation of the parties' arbitration agreement. Such orders are directed at the party rather than at the court.

## *B. Form of Interim Measures*

6. Once the granting of interim measures is deemed appropriate, the next question is in what form such measures should be granted. Interim measures are frequently granted in the form of an “order”, which can be issued more quickly than an award since it entails fewer formalities. This is often due to the urgency of the situation requiring interim reliefs to be granted.

7. Interim measures may also be granted in the form of an “award”. This typically allows for greater compliance and enforceability across various jurisdictions. However, the issuance of awards is generally slower. Various arbitration rules require scrutiny of awards before they can be issued. Article 34 of the ICC Arbitration Rules 2021 expressly provides for scrutiny of award by the arbitration court. Article 34.5 of the DIAC Arbitration Rules 2022 requires tribunals to submit the final draft award to the DIAC arbitration court for, among other things, reviewing the form of the final draft to ensure that the formalities required by the Rules have been complied with. Similarly, Rule 32.3 of the SIAC Arbitration Rules 2016 also requires tribunals to submit draft awards to the registrar, to suggest modifications and provide approval for making the award.

8. Moreover, the granting of interim or provisional measures in the form of awards is also subject to applicable law and arbitration rules. Some local laws and institutional rules expressly permit tribunals to grant interim measures in the form of awards. For instance, Article 24(1)(a) of the DIFC Arbitration Law permits tribunals to make interim measures of protection at the request of one party, and Article 24(1)(b) states that an interim measure may be in the form of an award or another form. This is substantially



similar to Articles 17(1) and 17(2) of the Model Law, on which the DIFC Arbitration Law is based. Similarly, Section 39 of the UK Arbitration Act 1996 gives parties the freedom to agree that tribunals shall have the power to make provisional awards.

9. Several institutions also expressly permit tribunals to issue interim or provisional awards. By way of example, Article 34.1 of the DIAC Arbitration Rules 2022 permits tribunals to issue preliminary, interim, partial, final, additional, supplemental or other awards as considered appropriate. Similarly, Article 28(1) of the ICC Arbitration Rules 2021, Rule 30(1) of the SIAC Arbitration Rules 2016, and Article 37(3) of the SCC Arbitration Rules also permit tribunals to grant interim measures in the form of orders or awards.

10. However, there are other arbitration rules that do not expressly specify whether tribunals grant interim measures in the form of awards. Article 25 of the LCIA Arbitration Rules 2020 provides tribunals the power to order interim and conservatory measures. However, it does not specify whether this may be in the form of an award. English courts have also held that the UNCITRAL Arbitration Rules 2021 do not permit tribunals to grant interim reliefs in the form of an award.<sup>6</sup>

11. Some tribunals may be also unable to grant interim measures at all due to restrictions under applicable laws, which reserve that remit exclusively for local courts.<sup>7</sup>

---

<sup>6</sup> *EGF v HVF*, [2022] EWHC 2470 (Comm)

<sup>7</sup> Article 68, Chinese Arbitration Law; Section 16, Thai Arbitration Act

### C. The Trend Towards Greater Recognition and Enforcement of Interim Measures

12. Historically, there have been inconsistencies in different jurisdictions when it comes to the enforcement of interim measures by courts. While some jurisdictions have recognised and enforced interim measures passed in the form of orders or awards, other jurisdictions have refused to do so, on the basis that these measures were not final and binding. However, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958 (“New York Convention”) does not require awards to be “final”, but only “binding”. Some authors suggest that the better view is that the Convention does apply to, and require recognition of, awards of interim relief.<sup>8</sup> In any event, in some circumstances, an interim measure is in fact a final ruling on a contractual issue. An example would be a ruling that the parties must continue to perform their contractual obligations pending the determination of the dispute.<sup>9</sup> Provisional measures may also be considered “final” in the sense that they dispose of a request for relief pending the conclusion of the arbitration, which should be sufficient to justify treating such measures as awards.<sup>10</sup>

13. Since the year 2000, the objective of future work of the UNCITRAL was to make interim measures enforceable in a similar fashion as arbitral awards.<sup>11</sup> Thus, when UNCITRAL’s Working Group II reconvened to discuss enhancing the enforceability of interim measures, this culminated in the 2006 amendments to the

---

<sup>8</sup> Gary Born, *International Commercial Arbitration*, Section 26.05[C][7][h] (Kluwer, 2024)

<sup>9</sup> p. 637, 638, Part II: The Process of an Arbitration, Chapter 8: Preliminary, Interim and Dispositive Determinations, in Jeffrey Maurice Waincymer, *Procedure and Evidence in International Arbitration*, (2012) pp. 609-715

<sup>10</sup> Gary Born, *International Commercial Arbitration*, Section 17.03[A][4] (Kluwer, 2024).

<sup>11</sup> Report of the Secretary General, ‘Possible Uniform Rules on Certain Issues Concerning Settlement of Commercial Disputes: Conciliation, Interim Measures of Protection, Written Form for Arbitration Agreement’, para. 82, UN Doc. A/CN.9/WG.II/WP.108 (2000)

Model Law. The most significant change was the adoption of Chapter IVA, which dealt with interim measures. Article 17 of the amended Model Law defined an interim measure as any temporary measure which might take up the form of an order or an award, thereby emphasising the possibility that interim measures could be enforced under the New York Convention. Articles 17H and 17I of the Model Law also provided that courts have the power to enforce interim measures ordered by tribunals, regardless of their form. Pertinently, Article 17I of the Model Law provided grounds for resisting the enforcement of such interim measures, which substantially mirror the grounds in Article V of the New York Convention.

14. Since then, various jurisdictions have adopted legislations based on the Model Law including the 2006 amendments.<sup>12</sup> The local courts of these jurisdictions would therefore generally recognise and enforce interim or provisional measures. Certain other jurisdictions which have not adopted the Model Law along with the 2006 amendments, however, also recognise and enforce provisional measures granted by tribunals. The Singapore High Court, for instance, has held that an award on interim relief made in an emergency arbitration is binding between the parties and capable of being enforced.<sup>13</sup>

---

<sup>12</sup> Status: Model Law with amendments as adopted in 2006. Available at: [https://uncitral.un.org/en/texts/arbitration/modellaw/commercial\\_arbitration/status](https://uncitral.un.org/en/texts/arbitration/modellaw/commercial_arbitration/status)

<sup>13</sup> CVG v CVH, [2022] SGHC 249



### III. TREATMENT OF INTERIM MEASURES IN SUPPORT OF ARBITRATION BY THE DIFC COURTS

15. The DIFC Arbitration Law is divided into four parts. As per Article 7(1) of the DIFC Arbitration Law, parts 1 to 4 and the Schedule to the DIFC Arbitration Law apply when the seat of the arbitration is the DIFC. As per Article 7(2) of the DIFC Arbitration Law, Articles 14, 15, Part 4, and the Schedule to the DIFC Arbitration Law apply when the seat of the arbitration is one other than the DIFC.

16. Article 15 of the DIFC Arbitration Law, which applies to both arbitrations seated in and outside the DIFC, permits parties to request the DIFC Courts to issue interim measures of protection. Courts have relied on this provision to issue anti-suit injunctions. For instance, in *Ledger v Leeor*,<sup>14</sup> the Court accepted that it had the power to grant interim anti-suit injunctions under Articles 10 and 32 of the DIFC Court Law, in aid of arbitration as contemplated by Article 15 of the DIFC Arbitration Law.

17. Similarly, in *Brookfield Multiplex Constructions LLC v DIFC Investments LLC*,<sup>15</sup> the DIFC Courts found that in the case of DIFC-seated arbitrations, it had jurisdiction to grant anti-suit injunctions in aid of such arbitration proceedings if it were considered just and convenient. Moreover, it was also stated that even if the seat of the arbitration is not DIFC, the Court still has jurisdiction to grant an anti-suit injunction, but it would be an unusual and exceptional case for the Court to do so.

---

<sup>14</sup> *Ledger v Leeor*, [2022] ARB 016 (7 October 2022)

<sup>15</sup> *Brookfield Multiplex Constructions LLC v DIFC Investments LLC*, [2016] DIFC CFI 020 (28 July 2016)

18. Article 24 of the DIFC Arbitration Law, which falls within part 3 and therefore applies only to arbitrations seated in the DIFC, provides tribunals with the power to order interim measures. Article 24 of the DIFC Arbitration Law is similar to Chapter IVA of the Model Law.<sup>16</sup> Article 24(3) of the DIFC Arbitration Law provides that the DIFC Courts shall have the same power of issuing an interim measure in relation to arbitration proceedings, irrespective of whether their place is in the DIFC, as it has in relation to proceedings in courts.

19. In *Dhir v Waterfront*, the DIFC Courts had issued a freezing order prior to the invocation of arbitration, and on the undertaking that the applicant would invoke arbitration within 7 days of issuance of the freezing order. At the return date, the respondent contended, among other things, that the DIFC Courts did not have the jurisdiction to issue the freezing order, which was in support of an arbitration seated outside the DIFC. This was argued on the basis that the DIFC Courts' jurisdiction and power to grant interim remedies in support of an arbitration arose under Article 24(3) of the DIFC Arbitration Law – however, under Article 7(2) of the DIFC Arbitration Law, Article 24(3) of the DIFC Arbitration Law did not apply to arbitrations where the DIFC was not the seat. Therefore, for the DIFC Courts to exercise jurisdiction to grant interim reliefs in support of foreign arbitration, the DIFC Courts would need to find original jurisdiction.

20. The DIFC Courts accepted this argument and held that by virtue of Article 7 of the DIFC Arbitration Law, Article 24(3) of the

---

<sup>16</sup> See a table comparing Article 24 of the DIFC Arbitration Law and Chapter IVA of the Model Law in the Schedule below.

DIFC Arbitration Law only applies where the DIFC is the seat of the arbitration. Accordingly, Article 15 of the DIFC Arbitration Law does not confer jurisdiction on the DIFC Courts to grant an interim measure where it would otherwise have none. In so finding, the DIFC Courts held that the meaning of the word “place” in Article 24(3) of the DIFC Arbitration Law must be construed to refer to the physical place of hearing, as opposed to the seat of the arbitration.

21. The DIFC Courts had the opportunity to address important questions concerning jurisdiction to issue interim measures in support of arbitration once again in *Muhallam v Muhaf*. In that case, the applicant obtained a provisional award on interim relief (“Provisional Award”) in a London-seated DIAC Arbitration. The Provisional Award granted a proprietary injunction, a freezing order, and an order for ancillary disclosure, and under Articles 42 and 43 of the DIFC Arbitration Law, the applicant sought to recognise and enforce the Provisional Award. By an *ex parte* order dated 20 January 2023, the DIFC Courts recognised and enforced the Provisional Award.

22. The respondent applied to set aside this order on the basis that the DIFC Courts did not have the jurisdiction to 1. recognise and enforce interim measures granted by a tribunal in an arbitration seated outside the DIFC. This respondent argued that Article 24(2) of the DIFC Arbitration Law was the only provision which gave the DIFC Courts the jurisdiction to enforce a tribunal’s interim measures. Since Article 24 of the DIFC Arbitration Law applies only to arbitrations seated in the DIFC, it was argued that the Provisional Award (arising out of an arbitration seated outside the DIFC) could not be enforced by the DIFC Courts.



23. However, the DIFC Courts rejected this argument and made several important findings that clarified the regime of the DIFC Arbitration Law. The starting point was that Article 24(2) of the Arbitration Law is not the only provision which provides the DIFC Courts the jurisdiction to enforce interim measures. Instead, Article 24(2) of the Arbitration Law gives the DIFC Courts the jurisdiction to enforce interim measures in aid of arbitrations seated in the DIFC. However, upon a holistic reading of the DIFC Arbitration Law, it was held that as long as an interim measure is in the form of an award, it may be enforced by the DIFC Courts under Articles 42 and 43 of the DIFC Arbitration Law.

24. As a further observation, the DIFC Courts also found that Articles 24(2) and 42 of the DIFC Arbitration Law perform different functions. Unlike Article 42, Article 24(2) of the DIFC Arbitration Law provides for a summary procedure for the enforcement of interim measures where the seat of the arbitration is the DIFC. In such cases, the tribunal's decision is directly enforced, and there is no need for it to be recognised first. Moreover, while an application for the recognition and enforcement of an award under Article 42 of the DIFC Arbitration Law triggers a respondent's right to apply for recognition and enforcement to be refused under Article 44, no such right is triggered when an application for enforcement is made under Article 24(2) of the DIFC Arbitration Law.

25. The respondent was given permission to appeal this decision since the issue was one of public importance for users of the DIFC Courts. In *Neal v Nadir*, the DIFC Court of Appeal agreed with the decision in *Muhallam v Muhaf* that the DIFC Courts had the jurisdiction to enforce interim measures granted in the form of awards by tribunals in arbitrations seated outside the DIFC.



26. It was held that in international commercial practice, an award may be described as such irrespective of whether it is interim, provisional, partial, or final, and there is nothing in Articles 42-44 of the DIFC Arbitration Law, or any other part of the legislation, which drew a distinction among the different kinds of awards. Moreover, Article 24 of the DIFC Arbitration Law itself refers to interim measures in the form of an award, prior to the award which finally determines the dispute between the parties. In fact, in terms of Article 15 of the DIFC Arbitration Law, the DIFC Courts may grant interim measures before or during arbitral proceedings. This provision is expressly applicable where the seat of the arbitration is outside the DIFC, by Article 7(2) of the DIFC Arbitration Law. It would thus be anomalous if the DIFC Courts were unable to enforce similar interim measures granted by tribunals in the course of an arbitration.

27. The DIFC Court of Appeal held that there is no reason why an interim or provisional award, which is binding on parties until a further decision is made, should not be treated as an award for the purposes of enforcement. It is the binding nature of awards which is critical, and there is no basis for importing a criterion of finality of determination of issues when deciding whether or not to recognise and enforce an award. Accordingly, the 1.respondent's argument that an award must be "final" and binding on the merits to fall within the purview of Articles 42-44 of the DIFC Arbitration Law, was rejected.

28. In issuing its judgment, the DIFC Court of Appeal also confirmed that the DIFC Arbitration Law was based on the Model Law as amended in 2006. While this was common ground between the parties, this was the first time that the DIFC Court of Appeal recorded that observation.



29. Moreover, while discussing Article 24(3) of the DIFC Arbitration Law, the DIFC Court of Appeal also noted that the decision in *Dhir v Waterfront*, where it was held that the word ‘place’ in Article 24(3) of the DIFC Arbitration Law referred to the venue of the hearing and not the legal seat of the arbitration, has been doubted. Since that was not the subject of the appeal, the DIFC Court of Appeal did not make any ruling on it. However, this hints at the possibility that the DIFC Court of Appeal may be willing to reconsider that finding in *Dhir v Waterfront*.

30. The court stated that the binding nature of the award was critical and there was no basis for importing the criteria of “finality” on decisions passed by the arbitral tribunal. The court was of the opinion that any award is final, regardless of its temporary nature and the parties are under an obligation to comply with the decisions of the arbitral tribunal. The court relied on Article 15 which grants the power to the DIFC court to grant interim measures of protection when the seat is within DIFC by Article 7(1) and even when the seat is outside DIFC by virtue of Article 7(2) and it would be anomalous if the DIFC Court were unable to enforce similar measures.



## IV. CONCLUSION

31. It has been settled since the decision in *Dhir v Waterfront*, that Article 24 of the DIFC Arbitration Law, which gives the DIFC Courts the power to grant interim measures in support of arbitration, is limited to arbitrations seated in the DIFC. The decision in *Neal v Nadir* has also made it clear the DIFC Courts have the jurisdiction under Articles 42-44 of the DIFC Arbitration Law to enforce interim measures granted by tribunals in the form of awards, in a non-DIFC seated arbitrations.

32. What remains to be seen in practice is the treatment of interim measures granted by tribunals in the form of orders, in arbitrations seated outside the DIFC. No such interim measure has been enforced by the DIFC Courts yet. Moreover, since Articles 42-44 of the DIFC Arbitration Law apply to awards and not orders, the enforcement of such measures may not follow the same mechanism laid down in *Neal v Nadir*.

33. It therefore appears that the DIFC Courts have wider jurisdiction when it comes to arbitrations seated in the DIFC. This apparent asymmetry has however been explained in *Neal v Nadir*, as the difference in the ambit of the DIFC Courts' supervisory jurisdiction which can only extend to arbitrations which are seated in the DIFC – an application for the DIFC Courts to make an order based on its own powers was explained as being distinct from an application seeking enforcement of an order of a non-DIFC seated tribunal for such measures, because the DIFC Courts would have supervisory jurisdiction over DIFC seated tribunals, but not otherwise. However, the enforcement of awards of any kind does not depend on the supervisory jurisdiction of the DIFC Courts and



the seat of the arbitration at all, since awards are of a different character and fall into a separate category.

34. However, the DIFC Court of Appeal has expressed doubts as to the interpretation of the term “place” in Article 24(3) of the DIFC Arbitration Law, in *Dhir v Waterfront*. Thus, if the term “place” in Article 24(3) of the DIFC Arbitration Law is re-interpreted to mean the legal seat of arbitration, this will significantly broaden the DIFC Courts’ jurisdiction to order interim measures in support of arbitrations seated outside the DIFC.





**SCHEDULE**

*Comparison between Article 24 of the DIFC Arbitration Law and Chapter IVA of the Model Law*

<p><b>DIFC Arbitration Law</b>                      24. Power of Arbitral Tribunal to order interim measures</p>	<p><b>2006 Model Law</b>                      Chapter IVA. Interim Measures and Preliminary Orders</p>
<p>24(1)(a) The Arbitral Tribunal may, at the request of a party, order any party to take such interim measures of protection as the Arbitral Tribunal may consider necessary in relation to an arbitration. ... Any request made to the Arbitral Tribunal shall be simultaneously copied to all other parties to the Arbitration.</p>	<p>17(1) Unless otherwise agreed by the parties, the arbitral tribunal may, at the request of a party, grant interim measures.</p>
<p>24(1)(a) ... The Arbitral Tribunal may order any claiming or counterclaiming party to provide appropriate security in connection with such measure, including security for the legal or other costs of any other party by way of deposit or bank</p>	<p>17E(1) The arbitral tribunal may require the party requesting an interim measure to provide appropriate security in connection with the measure.                      17E(2) The arbitral tribunal shall require the party applying for a preliminary order to</p>



<p>guarantee or in any other manner and upon such terms as the Arbitral Tribunal considers appropriate. ...</p>	<p>provide security in connection with the order unless the arbitral tribunal considers it inappropriate or unnecessary to do so.</p>
<p>24(1)(b) An interim measure is any temporary measure, whether in the form of an award or in another form (emphasis supplied), made by the Arbitral Tribunal at any time prior to the issuance of the award by which the dispute is to be finally decided. For the purposes of this Article reference to an interim measure includes orders that a party:</p> <ul style="list-style-type: none"> <li>(i) maintain or restore the status quo pending determination of the dispute;</li> <li>(ii) provide a means of preserving assets out of which a subsequent award may be satisfied or other means for securing or facilitating the enforcement of such an award;</li> </ul>	<p>17(2) An interim measure is any temporary measure, whether in the form of an award or in another form (emphasis supplied), by which, at any time prior to the issuance of the award by which the dispute is finally decided, the arbitral tribunal orders a party to:</p> <ul style="list-style-type: none"> <li>(a) Maintain or restore the status quo pending determination of the dispute;</li> <li>(b) Take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to the arbitral process itself;</li> <li>(c) Provide a means of preserving assets out of which a subsequent award may be satisfied; or</li> </ul>



<p>(iii) take action that would prevent, or refrain from taking action that is likely to cause, current or imminent harm or prejudice to any party or to the arbitral process itself; or</p> <p>(iv) preserve evidence that may be relevant and material to the resolution of the dispute.</p>	<p>(d) Preserve evidence that may be relevant and material to the resolution of the dispute.</p>
<p>24(1)(c) The party requesting an interim measure under any of paragraphs (b)(i), (ii) and (iii) of this Article shall satisfy the Arbitral Tribunal that:</p> <p>(i) harm which will not be adequately reparable by an award of damages is likely to result if the interim measure is not ordered and that harm will substantially outweigh the harm, if any, that is likely to result to the party opposing the interim measure if the measure is ordered; and</p> <p>(ii) there is a reasonable possibility that the</p>	<p>17A(1) The party requesting an interim measure under article 17(2)(a), (b) and (c) shall satisfy the arbitral tribunal that:</p> <p>(a) Harm not adequately reparable by an award of damages is likely to result if the measure is not ordered, and such harm substantially outweighs the harm that is likely to result to the party against whom the measure is directed if the measure is granted; and</p> <p>(b) There is a reasonable possibility that the requesting party will</p>

<p>requesting party will succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the Arbitral Tribunal in making any subsequent determination.</p>	<p>succeed on the merits of the claim. The determination on this possibility shall not affect the discretion of the arbitral tribunal in making any subsequent determination.</p>
<p>24(1)(d) With regard to a request for an interim measure under paragraph (b) (iv) of this Article, the requirements in paragraph (c) of this Article shall apply only to the extent the Arbitral Tribunal considers appropriate.</p>	<p>17A(2) With regard to a request for an interim measure under article 17(2) (d), the requirements in paragraphs (1)(a) and (b) of this article shall apply only to the extent the arbitral tribunal considers appropriate.</p>
<p>24(1)(e) The party requesting an interim measure may be liable for any costs and damages caused by the measure to any other party if the Arbitral Tribunal later determines that, in the circumstances, the measure should not have been granted. The Arbitral</p>	<p>17G The party requesting an interim measure or applying for a preliminary order shall be liable for any costs and damages caused by the measure or the order to any party if the arbitral tribunal later determines that, in the circumstances, the measure or the order should not have</p>



<p>Tribunal may award such costs and damages at any point during the proceedings.</p>	<p>been granted. The arbitral tribunal may award such costs and damages at any point during the proceedings.</p>
<p>24(1)(f) The Arbitral Tribunal may modify, suspend or terminate an interim measure it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the Arbitral Tribunal's own initiative.</p>	<p>17D The arbitral tribunal may modify, suspend or terminate an interim measure or a preliminary order it has granted, upon application of any party or, in exceptional circumstances and upon prior notice to the parties, on the arbitral tribunal's own initiative.</p>
<p>24(3) The DIFC Court shall have the same power of issuing an interim measure in relation to arbitration proceedings, irrespective of whether their place is in the DIFC, as it has in relation to proceedings in courts. The DIFC Court shall exercise such power in accordance with its own procedures.</p>	<p>17J A court shall have the same power of issuing an interim measure in relation to arbitration proceedings, irrespective of whether their place is in the territory of this State, as it has in relation to proceedings in courts. The court shall exercise such power in accordance with its own procedures in consideration of the specific features of international arbitration.</p>



## ABOUT US

Singularity is an Asia and Africa focused international disputes boutique, established in August 2017. Since then, we have handled over US\$ 8 billion in cross-border disputes in various sectors, including energy and resources, construction and infrastructure, shipping and maritime, sports and entertainment, international trade and business, and private equity and finance. These disputes have arisen out of business relations and projects in various parts of the world including the Bahamas, British Virgin Islands, Cayman Islands, Canada, Egypt, Hong Kong, India, Israel, Italy, Indonesia, Kazakhstan, Nigeria, Malaysia, Oman, Philippines, Russia, Turkey, UAE, UK, USA, Saudi Arabia, Sierra Leone Singapore and Somalia.

We are recognised as market leaders.

- a. Ranked as "Most Active in the Enforcement & Annulment of Commercial Arbitration Awards" - Jus Connect's 2023 Rankings
- b. Chambers Global - Dispute Resolution: Arbitration (2023)
- c. Legal 500 - Tier 2 Dispute Resolution: Arbitration (2023)
- d. Asian Legal Business - Fast 30: Fastest & Fierce Growing Law Firms (2022)
- e. AsiaLaw Profiles - Notable Firm (2022)
- f. Benchmark Litigation (India) - Recognised for Commercials & Transactions; Construction; International Arbitration; White Collar Crime practice areas (2023); Top 6 Boutique Firms in Asia-Pacific for Dispute Resolution; Tier 3 in India for International Arbitration (2021)
- g. Leaders' League - Best Law Firm in India for Intl' Arbitration & White-Collar Crime (2021)



- h. Financial Times - Recognised for moving the Litigation Finance market forward (2021); Top 5 in Asia-Pacific for Innovation in Dispute Resolution (2020)
- i. Forbes India - Top Law Firm in India for White-Collar Crime and Arbitration practice (2021)
- j. BusinessWorld - Oil & Gas Law Firm of the Year (2021)

## OUR MIDDLE EAST PRACTICE

Singularity Legal is licensed to practice as legal consultants in the UAE, including as solicitors before the courts at Dubai International Financial Centre (DIFC) and Abu Dhabi Global Markets (ADGM).

Our partner, Prateek Bagaria, has also been registered as a Part II lawyer with full rights of audience before the DIFC Courts and will be heading the firm's Middle East practice.

On the firm's entry into the UAE, he said:

*"DIFC is an upcoming business and trade hub and has been a priority center for Indian financial institutions, funds, family businesses, multinational corporations, and trading houses, among others, operating in the Asia-Africa corridor. Moreover, in light of the new India-UAE Comprehensive Economic Partnership Agreement (CEPA), business dealings in the DIFC are slated to grow exponentially. We are thrilled to expand our practice to the Middle East, where our clients increasingly require our assistance with their disputes. This expansion will also give the clients more immediate access to the firm's specialists and wider network in the MENA region."*



Singularity now has the end-to-end ability to service clients across the UAE, including DIFC and ADGM Courts, covering disputes relating to:

- (a) construction and infrastructure projects
- (b) shipping and maritime
- (c) bank guarantees and insurance
- (d) debt recovery, enforcement, and insolvency
- (e) intellectual property
- (f) digital assets
- (g) pro bono representation

In view of our remarkable achievements in the Middle East, we have also been ranked as one of the “most active law firms in the enforcement and annulment of commercial awards in the United Arab Emirates”.



### ABOUT EXPERT TALK

The Expert Talk initiative seeks to provide quality continued digital education to professionals, through freely accessible webinars, and a digital library of blogs, alerts, insights and talks, on dispute resolution and litigation finance.

LAWYERS OF TOMORROW





## DISCLAIMER

The contents of this insight should not be construed as a legal opinion. This insight provides general information existing at the time of preparation. Singularity Legal neither assumes nor accepts any responsibility for any loss arising to any person acting or refraining from acting as a result of any material contained in this insight. It is recommended that professional advice be taken based on the specific facts and circumstances. This insight does not substitute the need to refer to the original pronouncements.





*South Asia Office*

1809-1810, One Lodha Place,  
Senapati Bapat Marg,  
Lower Parel,  
Mumbai - 400013

*United Arab Emirates*

Level 41, Emirates Towers,  
Sheikh Zayed Road,  
Dubai, UAE  
PO Box 31303

*Singapore Office*

138 Market Street,  
#24-01 CapitaGreen,  
Singapore 048946

**e:** [singularity@singularitylegal.com](mailto:singularity@singularitylegal.com)

**w:** [www.singularitylegal.com](http://www.singularitylegal.com)

LAWYERS OF TOMORROW

