When parties agree on the arbitration, their very aim is to avoid court proceeding. Parties prefer
the arbitration due to the its flexibility. In the other words, on arbitration system capable of
adopting to different situations, taking advantage its flexibility and able to answer to demands
of global World.

International Arbitration has been the balance between national laws and party autonomy. The
party autonomy is the corner stone of arbitration and it enjoys broad international recognizition.

That parties agree to submit to arbitration under the version of the chosen rules at the time of
commencement of arbitration. In submitting to arbitration, the parties normally want to submit
to effective dispute resolution. Hence it can be assumed that they want to benefit from any
improvements made to the arbitral rules chosen.

What extent emergency arbitration can fulfill the parties expectation.

There are also signs that countries and arbitration institutes can be quick in amending their
laws and rules in order to attract foreign parties to arbitrate in their country.

Emergency arbitration; offers the applicant a neccessary way to secure his rights.

Arbitrators give measures that serve to preserve or protect one of the parties rights.

More recently; arbitral institutions have stated developing emergency procedures to assist
parties in circumstances where they need urgent interim relief before an arbitral tribunal has
been formed.

Emergency arbitration may be applied even before commencement of the arbitration. Immediate provisional measures can be granted before the commencement of the arbitration.

A party in need of urgent interim measures of protection that can not await the constitution of
any arbitral tribunal may apply for the appointment of emergency arbitrator.

In order to meet requirement of “extra urgency” the endangering action must be likely to be
taken before the tribunal is able to grant interim measures.

The relief is exceptionally urgent and cannot await the fast track constitution of tribunal or
potentially slow pace of national courts. Especially where the measure may be sought before
the arbitration is filed.

Whilst the rise of emergency arbitration procedures certainly adds another level of flexibility
and autonomy to parties seeking the resolve disputes. The equality of the parties and their
reasonable opportunity the present their cases during the emergency arbitration.

Emergency arbitrator has mostly similiar powers to grant interim measures to the actual
tribunal.

The arbitrator powers to grant interim measures is ultimately based on the provision of the
law of the seat rather than on party autonomy and transnational arbitral legal order. Emergency arbitrator may be referred to international arbitration practices instead of domestic law.

Nowadays; the tribunals power to grant interim measures based on the parties agreement is
widely recognized.
Arbitrators shall not grant relief that goes beyond what the applicant has requested. If the arbitrator considers granting a different relief that what has been requested he/she should express the possibility so that it wouldn’t come as a surprise for parties. Emergency arbitrators decisions is just an interim order that doesn’t prejudge the case, It doesn’t have any effect on the final award. The emergency arbitrator shall also have a prima face jurisdiction, It means that if there is manifestly no valid arbitration agreement, the application for relief must be dismissed. In case of general precautionary measures, the court must ex efficio see that relief is proportionate. The measures must be reasonable. The court must consider in the assessment of proportionality, the individual circumstances of the counterparty, such as economic capacity, and reparability of the possible damage caused the counterparty, as well as relationship between the parties. It to ascertain it doesn’t manifestly lack of jurisdiction over dispute. The emergency arbitrator invites the parties to participate in a telephone, conference and to establish a timetable proceeding. To give the respondent an adequate opportunity emergency proceedings. Arbitrator have prima face jurisdiction over the substantive. A reasonable possibility that the claimant would succeed on the merits of the claim on a prima face and urgency, a risk of irreparable harm that can be prevented by interim measures. Having found the claimant had failed to identify on contractual right to due diligence and thus not established a prima face on merits, the emergency arbitrator dismissed the application for interim measures. The application was dismissed because the claimant hadn’t showed threat of respondent transferring assets or any harm caused by the possible transfer the claimant. Interim measures may be order and award. Many other institutes permit the emergency arbitrator to choose between an order and award. Historically, the interim measures have not “final and binding” in the sense of the Newyork Convention, but there has been tendency towards accepting interim measures as enforceable awards. In Uncitral rules Article 26/3-a-b mentioned about interim measures. In 1990’s the ICC launched its ‘Pre-Arbitral Referee Procedure’ In ICC rules Article 29 is mentioned that “Arbitration provisions shall not apply if the arbitration agreement under the rules was concluded before 1 January 2012” CIETAC established CIETAC Hong Kong Arbitration Centre as its first arbitration centre mainland China. CIETAC Hong Kong has been administering cases 01 January 2015. When the 2015 version of CIETAC arbitration rules came into force. Hong Kong seated tribunals may grant emergency relief. In CIETAC Arbitration rules is mentioned Article 23/2, in accordance with the applicable law or agreement of parties. A party may apply to the arbitration court for emergency relief pursuant to the CIETAC emergency arbitrator procedures. The emergency arbitrator may decide to order or award neccesary or appropriate emergency measures. The decisions of emergency arbitrator shall be binding upon both parties in CIETAC rules, Appendix rules. A party requiring emergency relief may apply for the emergency arbitrator procedures based upon the applicable law or agreement of parties. An emergency arbitrator shall not represent either party and shall be remain independent of parties and treat them equally. The decisions of the emergency arbitrator shall be made within fifteen days from the date of the arbitators acceptance of the appointment. China Maritime Arbitration Commision Arbitration Rules Article 74 “Unless otherwise agreed by the parties, the arbitral tribunal has the power to order appropriate interim measures
at the request of a party. Where the arbitral has not yet been formed a party may apply for emergency relief pursuant to the CMAC Emergency Arbitrator Procedures. 

In ISTAC Rules; a request of emergency arbitration has been applied before that the dispute has been referred to an arbitral tribunal. Emergency arbitrator is appointed in two business days that application has been received. Emergency arbitrators decisions shall be made in seven business days.

Stockholm Chamber of Commerce is one of the arbitration institutions in the World to provide for emergency arbitrator proceedings. 

In Sweden Law, interim measures by rendering a separate award. SCC: established a robust emergency arbitration mechanism which sees the appointment of emergency arbitrator in 24 hours and provides the emergency arbitrator to conduct the proceedings as she or he sees fit. SCC rules; allowing a party in need of prompt interim relief to receive a decision from an emergency arbitrator if the tribunal had yet been constituted.

A party may apply for appointment of emergency arbitrator at point before the dispute has been referred to an arbitral tribunal. The application may thus be made either before the initiation of regular arbitral proceedings or while the case is pending before the SCC secretariat or SCC board. The appointment of emergency arbitrator have been received before the initiation of regular proceedings. SCC; appointed an emergency arbitrator the day after receiving the application.

In Article 37 of the SCC rules; emergency arbitrator may grant any interim measures it deems appropriate. 

In Article SCC rules; arbitrator may conduct the emergency arbitration as he or she considers appropriate “Taking into account the urgency inherent in such proceedings.” An emergency decision on interim measures shall be made not later than five days form the referral of the case to the emergency arbitration.

In SCC cases have mentioned; The claimant must show that the harm which is to be prevented by that measure is considered to be irreparable and of an urgent or imminent harm. And another SCC cases; An Israeli Claimant seeking an injunction restraining Georgian respondent from receiving pursuant to bank guarantees. The Claimant had provided the bank guarantees for its performances in a building project. The emergency arbitrator found the claimants request to substantied but denied the relief requested based on the assessment that no irreparable harm would be caused nor was this matter of an urgent nature. The decision was issued on the fifth day after receiving the application. 

In SCC cases; The claimant was an on Australian Company distubuting electronic product. Respondent was a British Company whose products were distributed by claimant. The dispute arose from a distribution agreement. Respondent had purported the terminate the agreement on the basis on paid royalties. Claimant challenged the termination. The claimant requested the emergency arbitrator to issue an order restraining respondent from 1-taking any action pursuant to the notice of termination 2-taking any stop which had the effect of terminating the distribution agreement. 3-Suspending or ceasing the supply of products and services to claimant and 4-appointing another distributor for products to which claimant had exclusive distribution rights under the distribution agreement.

Emergency arbitrator considered that “Absent a definition in the applicable rules what interim measures mean; it seems pertinent in an international dispute refer article 17(2) of UNCITRAL Model Law on International Commercial Arbitration rather than to entirely rely on domestic concepts developed in the law of forum.” Arbitrator noted that Article 17(2) was in line with Swedish Law. First; The arbitrator found that some of claimants requests as framed application, didn’t meet either requirement and thus did not qualify as interim relief. Second; the emergency arbitrator considered whether the remaining requests-those that sought to restore the status quo-met the conditions for granting interim relief pursuant to article 17 of
the Uncitral Model Law. He found it necessary only to analyze one of the conditions, namely whether the claimant had established that there was a reasonable possibility it would succeed on the merits of claim. The emergency arbitrator found the claimant had not shown such a reasonable possibility of success. Based on submissions, the arbitrator found that it appeared the respondent had a material claim for royalty payments and the balance of probabilities was that the respondent had to right to terminate the distribution agreement. The emergency arbitrator found thus found that claimant had failed to show reasonable possibility of success on the merits of the claim and dismissed the remaining requests for interim measures.

**CONCLUSION**

Nowadays, the emergency arbitration is attractive to parties who apply the dispute resolution by ad hoc or institutional arbitration. As far east country where has been CIETAC Hong Kong Arbitration Centre and as Europe SCC are well known that their emergency arbitration rules and awards, in Turkey, ISTAC is an international arbitration institution and is established in 2015, when look at the ISTAC rules that is designed the emergency arbitration rules.

Whole arbitration institutions rules that have applied to the emergency arbitration before the commencement of arbitral tribunal and have appointed arbitrator as soon as possible in any case 24 hours and decision were given five, seven or fifteen days. Emergency arbitrator may grant interim measures it deems appropriate. Emergency arbitrator decisions may be order or award. In any cases the emergency arbitrators awards have been as enforceable awards.

In my view, nowadays and future in Europe and Far East Countries, emergency arbitration procedures that the method of raising to apply for dispute resolution to the international arbitration. Because of that whole International Arbitration Institutions must focus the enforceable of emergency arbitral awards,