



Programme

Chaired by **Chuan Thye Tan, SC**

Friday, 27 February 2026

08.30 - 09.00 *Registration and welcome coffee*

09.00 – 09.05 **Welcoming address**

- **Chuan Thye Tan, SC**, Partner, Rajah & Tann Singapore LLP, Singapore; Council Member, ICC Institute of World Business Law

09.05 – 09.15 **Introduction and presentation of the ICC Institute of World Business Law**

- **Chuan Thye Tan, SC**, Partner, Rajah & Tann Singapore LLP, Singapore; Council Member, ICC Institute of World Business Law

09.15– 10.00 **Strategic considerations and procedures: When, how and to whom to request interim measures?**

- Concept: must be temporary
 - Powers of the ICC arbitral tribunals
 - Role of the *lex arbitri*
 - o When can/should request for interim measures be made?
 - o To whom can/should interim measures be requested: emergency arbitrator, arbitral tribunal, national courts (concurrent jurisdiction)
 - ICC procedure and statistics: Art. 28 ICC Rules
 - Specific measures: security for costs, escrow accounts, stop payment orders relating to first demand bank guarantees, and counter-guarantees
- **Ciccu Mukhopadhaya**, Independent Arbitrator, New Delhi, India
 - **Mohan Pillay**, Partner, Pinsent Masons LLP, Singapore

10.00 – 10.30 **Q&A**

10.30 – 11.15 **Mock Case**

11.15 – 11.30 *Coffee break*

11.30– 12.15 **Practical considerations: The counsel's perspective**

- Burden of proof
 - Types of measures that can be requested: a very broad range, but with limitations
 - *Ex-parte* requests
 - Discovery requests before national courts in aid of international arbitration (e.g., 28 USC 1782 requests)
 - Most common defenses against requests for interim measures
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- **Ila Kapoor**, Partner, Shardul Amarchand Mangaldas, Delhi, India
 - **Manish Aggarwal**, Partner and Head of India Practice, Three Crowns LLP, United Kingdom

12.15 – 12.30 **Q&A**

12.30 - 14.00 *Lunch*

14.00 – 14.45 **Mock Case**

14.45 – 15.30 **Practical considerations: The arbitrator's perspective**

- Asymmetric information with the parties (especially at the outset of the case)
 - Urgency and due process (can an arbitrator award ex parte measures?)
 - Risks: prejudgment, awarding or denying measures may have a permanent effect (e.g., where one of the parties risks liquidation, where assets may disappear, etc.)
 - Can/should arbitrators take a more active role (e.g., escrow accounts managed by tribunals; order counter-security)
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- **Sitpah Selvaratnam**, Independent Arbitrator, Sitpah Selvaratnam Arbitration Chambers, Malaysia
 - **Chuan Thye Tan, SC**, Partner, Rajah & Tann Singapore LLP, Singapore; Council Member, ICC Institute of World Business Law

15.30 – 15.50 **Q&A**

15.50 – 16.15 *Coffee break*

- 16.15– 17.00 **Compliance, enforcement and other issues arising after interim measures are ordered/awarded**
- “Order” v. “Award” of interim measures
 - Enforcement considerations: what can the parties do?
 - What can arbitrators do faced with a party’s refusal to comply with interim measures?
 - Relevance of civil v. common law jurisdictions.
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- **Niti Dixit**, Partner, S&R Associates, Advocates, India
 - **Swee Yen Koh, SC**, Head of the International Arbitration Practice and Partner in the Asset Recovery & International Enforcement, Commercial & Corporate Disputes and Commodities & International Trade Practices, Wong Partnership, Singapore
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- 17:00 – 17:20 **Q&A**
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- 17:20 – 17.30 **Concluding remarks**
- **Chuan Thye Tan, SC**, Partner, Rajah & Tann Singapore LLP, Singapore; Council Member, ICC Institute of World Business Law