# Legal Update

## Will Singapore enforce a CIETAC emergency arbitrator's award?

Zhejiang Crystal-Optech Co Ltd v Moveon Technologies Pte Ltd [2026] SGHC 186

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Zhejiang Crystal-Optech Co Ltd v Moveon Technologies Pte Ltd [2026] SGHC 186 is the first reported Singapore case in which the court has considered the enforceability of an emergency arbitrator's award rendered in a China-seated CIETAC arbitration.

The High Court confirmed that a foreign emergency arbitrator's interim award may, in principle, be enforced in Singapore, but in this case, the Court declined enforcement because the emergency arbitrator lacked the power to grant the interim relief under the governing legal framework, i.e. under Chinese law, the law of the seat of the arbitration.

### Brief facts and procedural context

The dispute arose out of a collaboration between Zhejiang Crystal-Optech Co Ltd ("COT") and Moveon Technologies Pte Ltd ("Moveon") and their establishment of a Singapore joint venture vehicle Crystal-Moveon Technologies Pte Ltd ("CMOT") under a Cooperation Framework Agreement and Joint Venture Agreement.

The relationship deteriorated and in 2024, Moveon commenced proceedings against CMOT for reimbursement of project expenses, after which CMOT was wound up. The dispute between COT and Moveon crystallised against that insolvency backdrop, because COT contended in the arbitration that Moveon had committed pre-insolvency breaches of the CFA and JVA, while Moveon maintained a disputed claim in CMOT's liquidation.

A settlement was reached between Moveon and CMOT's liquidators on 11 July 2025 in respect of Moveon's claim and Moveon's proof of debt was admitted in the amount of S$19,423,680.54. The settlement was approved by the court in Singapore on 18 July 2025 despite COT's objections.

COT commenced the CIETAC arbitration on 29 July 2025, after first applying on 25 July 2025 for emergency measures. The emergency arbitrator issued an interim award on 12 August 2025 requiring Moveon to maintain the status quo in relation to its disputed claim and not to receive dividend payouts from CMOT's liquidators as per the settlement.

### The rule under which the emergency arbitrator was appointed

The emergency application was made under Art 23(2) of the CIETAC Rules which provides as follows:

**"In accordance with the applicable law or the agreement of the parties, a party may apply to the Arbitration Court for emergency relief pursuant to the CIETAC Emergency Arbitrator Procedures…"**

The Singapore High Court ruled that in substance, this permitted a party to apply to CIETAC for the appointment of an emergency arbitrator to grant urgent interim relief only if this was permitted under the applicable law for the arbitration or if so agreed by the parties.

## The court's decision and reasoning

***Emergency awards are enforceable in principle***

The court first held that the interim award was capable in principle of recognition and enforcement as an "arbitral award" under the International Arbitration Act 1994 ("IAA"). The judge accepted that the statutory definition extends to orders or directions on interim measures made in the course of an arbitration, including preservation-type orders.

***The decisive issue was whether the emergency arbitrator had power to grant the relief***

The central issue was whether the emergency arbitrator had authority to make the order requiring Moveon not to receive dividend payouts on its disputed liquidation claim pending the arbitration. The court analysed that question under s 31(2)(d) IAA, which permits refusal of enforcement where the award deals with matters beyond the scope of the submission to arbitration. The judge held that a tribunal exceeds the scope of the submission if it purports to exercise a power it does not possess.

***"Applicable law" in Art 23(2) meant the law of the seat***

As there was no agreement between parties in their arbitration agreement for emergency arbitrations, the issue was what was the applicable law that the rule referred to. The court held that, for the purposes of Art 23(2), the "applicable law" was Chinese law as the law of the arbitral seat, not Singapore law as the place where enforcement was sought.

The judge rejected the contrary argument as conceptually unsound because it would make the emergency arbitrator's powers depend on the happenstance of where enforcement might later be pursued. In the court's view, the question whether an emergency arbitrator had power to grant relief is anterior to and distinct from whether the resulting decision is enforceable in a particular jurisdiction.

***Chinese law did not confer the relevant power on the emergency arbitrator***

On the expert evidence of Chinese law, the court concluded that Chinese law vested powers of property preservation, evidence preservation and conduct preservation in the courts, and did not confer equivalent powers on arbitral tribunals or emergency arbitrators in a China-seated arbitration. The interim award in this case was characterised as a conduct preservation measure. The court rejected the submission that the absence of an express prohibition meant the tribunal could act. Instead, the court held that adjudicative power must be affirmatively conferred; silence is not enough.

***The parties had not separately agreed to confer the power***

COT also argued that the parties' agreement to arbitrate under the CIETAC framework was itself sufficient agreement for the purposes of Art 23(2). The court rejected that argument. It held that the reference in Art 23(2) to "the agreement of the parties" required a distinct agreement conferring the relevant power; otherwise that language would be redundant, because every CIETAC arbitration already rests on parties' agreement to the rules. The court found no such separate agreement in the parties' contracts or elsewhere.

## Practical implications

The decision is best understood as a source-of-power case. It confirms that Singapore courts will recognise the enforceability of emergency awards in principle but will still examine the enforceability of the interim award under the provisions of the IAA. For arbitration users, that makes seat selection and rule drafting especially important where urgent interim relief may be needed. Where institutional rules condition emergency relief on the applicable law or party agreement, parties should not assume that incorporation of the rules alone will always suffice.

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