

No power, no enforcement: CIETAC emergency arbitrator's interim award set aside for want of authority under Chinese law (Singapore High Court)

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In *Zhejiang Crystal-Optech Co Ltd v Moveon Technologies Pte Ltd* [2026] SGHC 186, the Singapore High Court set aside an enforcement order in respect of an interim award issued by a CIETAC emergency arbitrator, holding that the emergency arbitrator lacked the power to grant interim measures under the applicable law (Chinese law) or the parties' agreement. The decision provides important guidance on the limits of emergency arbitrator powers in China-seated CIETAC arbitrations and the primacy of the *lex arbitri* in determining those powers.

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The Singapore High Court has set aside an enforcement order for a CIETAC emergency arbitrator's interim award, holding that the emergency arbitrator lacked the power to grant interim measures under Chinese law as the *lex arbitri*.

COT (a Chinese company) and Moveon (a Singaporean company) were joint venture partners. Following the failure of their joint project and the winding up of the joint venture vehicle, COT commenced CIETAC emergency arbitrator proceedings seated in the People's Republic of China (PRC) and obtained an interim award preventing Moveon from receiving a disputed dividend payout of approximately SGD19.8 million. COT obtained *ex parte* permission to enforce the award in Singapore and Moveon applied to set aside the enforcement order under section 31 of the Singapore International Arbitration Act 1994 (IAA).

The court allowed Moveon's application on the sole ground that the emergency arbitrator had exceeded the scope of submission to arbitration under section 31(2)(d) of the IAA by exercising a power it did not possess. Under article 23(2) of the CIETAC Rules, emergency relief must be sought "in accordance with the applicable law or the agreement of the parties". The court construed "applicable law" to mean the *lex arbitri* alone (that is, Chinese law), rejecting COT's argument that the law of the place of enforcement or arbitration rules could independently confer the requisite power. On the expert evidence, the court held that Chinese law reserves the power to grant interim measures to the courts alone. The court further held that the parties' deemed consent to the CIETAC Rules did not amount to a distinct "agreement" conferring such power, leaving open whether an express party agreement could do so.

The court's decision turned on competing expert evidence on the interpretation of Chinese law given that foreign law is a question of fact in Singapore. The experts held diametrically opposed views on whether Chinese law permits emergency arbitrators to grant interim measures; the court preferred the view that it does not. Therefore, practitioners should note the inherent unpredictability when enforcement hinges on contested expert testimony rather than a settled principle. Parties to PRC-seated CIETAC arbitrations cannot assume the emergency arbitrator provisions alone confer the requisite power.

Case: [Zhejiang Crystal-Optech Co Ltd v Moveon Technologies Pte Ltd](#) [2026] SGHC 186 (11 September 2026) (Philip Jeyaretnam J).

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