

The Formative Conditions and the Deadline for Requesting the Writ of Interim Injunction in the National and International Arbitration

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Abstract

One of the features of arbitration is swiftness in examination in order to settle the disputes. As a result, the popular tendency toward the entity of arbitration instead of referring the dossiers to the judicial court is more pervasive. In some cases, however, referring to the judicial court is unavoidable for settling the disputes in such a way that refraining from consulting with the court leads to irreversible damages. Accordingly, the interim injunction which is a transient and exceptional measure adopted to protect the rights of the claimant comes to be known. Interim injunction in urgent matters should be issued after the recognition of urgency by the relevant and reliable authority.

Issuing the interim injunction for the arbitrators in the internal arbitration regulations of the civil procedure has been done in silence; however, in Iran's International Commercial Arbitration Rules ratified in 1997, this authority has been explicitly foreseen for the arbitrators.

In the present article, we try to answer this question that when the proposal for the issuance of the interim injunction in the national and international arbitration should be put forward and what the formative condition for requesting the interim injunction in the arbitration entity is.

Keywords: arbitration, interim injunction, request for the issuance of interim injunction, urgency

Introduction

The entity of arbitration deals with examining the claims through a substitutive solution for the judicial court. Arbitration with the aim of quickly settling the disputes while preserving the commercial secrets has led to the people's ever-growing inclination toward this organization. In this path, one of the parties of dispute considers his rights exposed to infringement and failure which will end in the emergence of irretrievable damages if he doesn't take any action. The interim injunction is a measure which is applied for the temporary preservation of the rights of the claimant. As far as its urgency and exceptionality are concerned, the interim injunction is only in the jurisdiction of the judicial court which is the public entity taking care of grievances. In the arbitration rules subject to the civil procedure law, there is no regulation for the issuance of interim injunction by the arbitrators and this right is taken into consideration with silence. The silence of the lawmaker, given the fact that the rules of civil procedure are mandatory and the qualification of the arbitrators is subject to ambiguity, would be followed by the principle of non-existence.

Albeit it seems that the right of the execution of the contract can be recognized in cases that the parties of the dispute agree on the arbitrators' qualification for the issuance of the interim injunction while concluding the contract. The issuance of the interim injunction is something which the lawmaker has explicitly reiterated in the article 17 of the International Commercial Arbitration Rules ratified on 1997. Request for the execution of the interim injunction can be made of reliable authorities (judicial courts and arbitration entity) at different times. Request at different times has formative conditions and deadlines for the proposition of request or even the initiation of the proceedings and the initiator of the injunction is obliged to do them in order for the injunction to be effective. However, some questions can be asked in this regard:

- 1- When can the interim injunction be requested in the national and international arbitration?
- 2- What are the formative conditions of requesting an interim injunction in the arbitration entity?

Having in mind the existing resources including the books and articles related to the civil procedure and arbitration, we try to address these questions.

1- Concepts and terminology

Interim injunction and arbitration entity each have concepts for recognition. Interim injunction is issued because of a need for swift decision-making regarding an urgent matter and the endangered rights of the claimant. Arbitration entity is a conventional basis and is formed on the basis of the agreement of the parties of dispute and their authority. The arbitration process can take shape by referring the dispute through a separate contract or the existence of a proviso in the main contract.

1-1- The concept of interim injunction

Interim injunction is an exceptional and temporary action to protect the rights of the claimant. Interim injunction is a writ issued by the court which demands the performance of a certain action or forbearance or the confiscation of property (Langroudi, 2009: 358). The criterion for this definition is the article 778 of the former civil procedure law. However, this definition is also mentioned in the article 316 of the current civil procedure law. The title of interim injunction in speedy trial is included in the 6th discussion from the third chapter of the regulations of the civil procedure. As to the execution of such a contract, the lawmaker has paid attention to its immediacy and stipulates in the article 310 of the new law that “in cases where the determination of the result is urgent, the court will issue an interim injunction at the request of the beneficiary according to the following articles.”

As a result, for requesting and executing the interim injunction, a speedy trial and hearing should take place and in the cases where the determination of the result is urgent, it's foreseen, but the lawmaker hasn't stipulated any criterion for its immediacy (Shams, 2007: 365/3). In a definition on speedy trial, it has been said that “in order to eliminate infringement or prevent it from happening, a momentary attention is needed, otherwise an irreparable damage will be inflicted upon the claimant or his right will be wiped off entirely. In other words, if a conflict happens, an immediate solution should be sought for that, even if that solution is an insight or interim injunction” (Matin Daftari, 1999: 423/1). Therefore, it can be seen that speedy trial is conducted for the cases whose results need to be determined in a timely and immediate manner, because if the request of the claimant of speedy trial takes more than usual, it will lead to irreparable damages.

In a comprehensive definition on the interim injunction and by taking into consideration the legal texts and the principles and conditions of the issuance of interim injunction, we can present the following definition: “interim injunction is a temporary, subordinate and supportive writ which will be issued at the request of the claimant and after proceeding with the speedy trial by a reliable authority in urgent and critical cases and in the direction of the original litigation and demand *pro re nata*, after receiving the appropriate security for the parties of the dispute and against the defendant (including principal or confrontation, etc.) and will be executed after the approval by the head of the judicial district. The subject of the interim injunction is the confiscation of properties, obligation for the performance or prevention from doing an action by the defendant (Nahreini, 2011: 33, 34).

In the legal texts of the other countries, speedy trial has not been mentioned. However, for the interim injunction in the laws of the United States, the term injunction is used which is the court's verdict to demand the performance of an action (obligation for doing an action) or forbearance. Moreover, the interim injunction has been defined as a specific command and writ in compliance with the conditions of the dossier through demanding an action which the court considers as a necessity for the realization of justice, or forbidding an action which seems contrary to justice or conscience (Brayan, 2001: 800). In the British law, the same interpretation of interim injunction has been referred to as “injunction”. In the UK, it's believed that the interim injunction or writ is a reciprocal measure in the format and shape of the court's verdict which is addressed to a certain person and either prohibits him from doing or continuing to do an action, or orders him to do a certain action.

The application of interim injunction in the British and American law is approximately the same as the order and interpretation which exists in Iranian law as regards the issuance of a writ demanding the performance of an action or avoiding the performance of an action.

Evidently, in the laws of the majority of countries, like Iran, the urgent matter should be recognized by the investigating authority for the issuance of an interim injunction. As a result, the main element for the issuance of interim injunction is urgency. In the Iranian law, urgency doesn't have a specific criterion and the interim injunction will be issued with the recognition of the investigating authority and his persuasion in each case.

1-2- The concept of arbitration

With the growth of business and trade ties between the people and the increasing of the disputes, the entity of arbitration which deals with the dossiers in a different way than the governmental authorities is referred to more than before. The reason why people select the arbitration entity is the protection of important commercial secrets, extrication from the troubling formalities of the civil procedure law and spending less as compared to the judicial court. To this end and for the sake of settling the disputes in a more effective manner, the lawmakers have established the arbitration entity. Arbitration has roots in the Quran and jurisprudence, as the Almighty God has said that in the case of occurrence of a dispute, select an arbitrator. Among these verses are the verse 68 of the Surat An-Nisa and the verses 35 and 95 of the same Sura (chapter). In the verse 35, the Almighty God says, “And if you fear dissension between the two, send an arbitrator from his people and an arbitrator from her people. If they both desire reconciliation, Allah will cause it between them.” In a definition of arbitrator, “in the general convention, it's referred to the judge. Literally, the term arbitrator is attributed to someone who does not hold an official position of a judge; however, he investigates the disputes according to the rules and ends the conflicts.” (Langroudi, 2009: 353).

Furthermore, arbitration includes a resolution of conflict between the parties outside the court by one or two individuals who are selected for the purpose of arbitration by the parties of the conflict or a third party (Shams, 2007: 502/3).

In the article 1 of Iran's International Commercial Arbitration Law ratified on 1997, the lawmaker has stipulated that "arbitration is the settlement of dispute between the parties of the dispute outside the court by mutually agreed or appointed natural or legal personalities." In the second part of the article, the lawmaker has defined the international arbitration this way: "international arbitration is that one of the parties shall not be an original Iranian citizen by the virtue of Iranian law. In this definition, the criterion of originality has been laid down so that the international arbitration may become known. However, an inclusive and exclusive definition given the principles existing in Iran's arbitration rules can be presented as follows: "arbitration is the settlement of disputes through proceeding and the issuance of verdict by the individual or individuals whom the parties of the dispute usually select on a compromising basis or the judicial authorities select on behalf of the parties of the dispute" (Asadinejad, 1999: 3). As it was noted before, arbitration is the investigation of disputes in a framework other than the judicial authorities in such a way that a complete and accurate termination of the disputes happens.

In the English terminology, such a kind of proceeding is referred to as "arbitration." In the Iranian law and in the regulations of the former civil procedure law, arbitration had been proposed in the articles 632 to 680. After that and following the ratification of the new civil procedure law on 2000, the conditions and principles of arbitration were stated in the articles 454 to 501. Iran's International Commercial Arbitration Law ratified in 1997 was approved based on the UNCITRAL Model Law on International Commercial Arbitration which was endorsed in 1985. The ratification of UNCITRAL law was aimed at unifying the rules and regulations of arbitration in different countries. Prior to Iran's adoption of the UNCITRAL Model Law, the litigations of international commercial arbitration would be proceeded based on the articles related to arbitration in the civil procedure law, but following its ratification based on the model law, the national litigations were separated from the international ones.

2- The formative conditions of the request for the issuance of interim injunction in the arbitration entity

The conditions of requesting the interim injunction have been stipulated in the articles 310 to 325 of the civil procedure law for the judicial court and as a result of the original litigation, it's asked of the competent court. However, request for the interim injunction in the arbitration authority demands the investigation of this condition at different times including prior to filing the lawsuit and during the proceedings. In some cases, preparing and submitting a petition and in some cases, the submission of request will suffice.

In the national law, the interim injunction can be requested from the judicial court prior to the bringing up of the original litigation, after the presentation of the original litigation (throughout the proceedings) and also while the original litigation is being brought up in conjunction with the original petition. The important part of the request made to the arbitration entity takes place before the filing of the lawsuit and that is the determination of the fact that how the deadline for the presentation of the litigation should be observed and in the other cases, when the presentation of the litigation is possible.

2-1- Making the request for interim injunction prior to the bringing up of the litigation in arbitration

If the parties of the transaction have an agreement to refer their current or future disputes to an arbitrator, assuming that the arbitrators have the right to issue interim injunction, with the presence of an agreement of arbitration, bringing up the litigation and proceeding it in the judicial courts will become impossible, the competence will be divested of that court which will finally result in the dossier getting out of the competence of the judicial court. So the dispute should be certainly brought up in the arbitration entity and the conflict should be dealt with there.

However, the urgent conditions need immediate proceeding and demand that the urgent issue be addressed first, before a dispute is brought up in the arbitration entity or arbitration is set up at the request of one of the sides of arbitration. Failing to address the urgent matter leads to the infringement upon the rights of the claimant and emergence of irreparable damages which can be hardly compensated later on.

In this regard, the civil procedure law, as a result of the absence of official text verifying the competence of the arbitrators for issuing interim injunction is silent, and regarding the request for interim injunction before the initiation of the proceeding, there's no text which could give the arbitrator an explicit authority to execute this right. If we presume that the arbitrator has the competence to issue interim injunction, perhaps we can use the criterion for the article 318 of the civil procedure law which stipulates, "after the issuance of the interim injunction, if the litigation has not already been brought up, the applicant should refer to the competent court in a period of at most 20 days in order to substantiate his claim and submit his petition and also hand over the record to the court which has issued the interim injunction. Otherwise, the court issuing the interim injunction will nullify it at the request of the applicant."

The deadline for the initiation of the proceedings is 20 days, provided that the request for interim injunction has been made prior to the initiation of the proceedings. The guarantee for the execution of the failure to bring up the litigation before the 20-day deadline is nullifying the issued interim injunction. However, the nullification and executing it is subject to the request of the beneficiary (claimant or defendant) and the court cannot nullify the interim injunction by itself and without the request of the parties of the conflict (Nahreini, 2011: 79). It should be said that given the principle of non-existence and the absence of a possibility for the issuance of interim injunction writ by the arbitrator in the national arbitration, the proposition of interim injunction request to the arbitration entity prior to the establishment of arbitration and initiating it would be implausible. Moreover, the initiation of the proceeding and bringing up the litigation in the court would be impossible as a result of the existence of the arbitration agreement. However, having in mind the principle of “what couldn’t be understood entirely, wouldn’t be abandoned entirely”, we should get help from the hearing and arbitration tenets and put together the jurisdictions of the arbitration entity and the court as much as possible and consider the bringing up of litigation in arbitration equivalent to the bringing up of litigation in the court (Khodabakhshi, 2012: 231). The most important reason is that there’s no practical guarantee for the execution of interim injunction while the request has been made prior to the initiation of the proceedings in the arbitration. Therefore, making the request for the interim injunction is not possible before the arbitration process and the applicant should present his request to the competent court attending to the original litigation and the arbitration agreement will not be effective in this regard.

If the applicant of the interim injunction inquires an interim injunction of the arbitrator, he should refer his request to the competent court due to the non-convention of the arbitral tribunal and its processes, so that the competent court makes the decision in this regard, since the arbitrator is not entitled to issue interim injunction independently.

The request for interim injunction will not implicate the arbitrator in trial because of the non-execution of the arbitration process. It should be said that this is contradictory to the demand for the urgency and immediacy of the writ and the parties should ask for the court’s issuing the interim injunction in order to avoid the wasting of time.

However, it should be noted that one can ask the judicial court to issue an interim injunction in an urgent case and then bring up the original litigation in the arbitration entity in the legal timeframe stipulated by the civil procedure law and this will not create any problems in the arbitral proceedings. If the litigation is not brought up on the deadlines specified in the nullification laws.

Organizational arbitration in Iran’s law which is the subject of article 35 of the bylaw of the modality of offering service in Arbitration Center of Iran Chamber stipulates in the paragraph A, “the arbitrator can issue interim injunction in cases relevant to the dispute subject that needs immediate decision at the request of each of the parties. The interim injunction should be reasonable and any kind of claim or dispute between the parties about the damages sustained as a result of the execution of interim injunction should be referred to the arbitration center. In case that the interim injunction is issued before the commencement of the arbitration, the applicant is obliged to bring his original litigation 10 days prior to the date of the notification of interim injunction, otherwise the interim injunction will be nullified.”

By contemplating over this article, it can be seen that the request for the interim injunction before bringing up litigation in the arbitration entity has been accepted by the organizational arbitration rules as stipulated by Iran’s law and the inquirer of the writ has the right to request the issuance of interim injunction of the arbitrator and the jury if the arbitration process is not established yet. However, this request is conditioned on the fact that he should bring up the original litigation within a period of 10 days. The practical guarantee is taken into consideration for the non-initiation of the proceedings and this is the nullification of the interim injunction.

The lawmaker of the arbitration center has obliged the applicant of the interim injunction to bring up the litigation before the specific deadline of 10 days. The deadline specified in this article is less than the period determined in the civil procedure law for bringing up the litigation. It seems that due to the uniqueness of the rules of organizational arbitration, this rule has been ratified.

However, the rules of organizational arbitration, as opposed to the rules of national arbitration which are subject to the civil procedure rules have recognized this right for the arbitral tribunal in such a way that it is seen as a proper and forward step in the organizational arbitrations of the Arbitration Center of Iran Chamber. Moreover, it should be added that the parallel competence of the judicial courts and the arbitration entity is also accepted and there’s no separation between the national and international courts.

The basis for the compromise in referring the dispute to this arbitration center is the article 447 of the civil procedure law (Mohebbi, 2011: 152). Furthermore, the article 35 declares that “referring the disputes and litigations to the arbitration center is tantamount to accepting the authorities of the arbitrator in issuing an interim injunction and receiving an appropriate security. Both parties will be obliged to observe the contents of the rule.” Accepting the rules of organizational arbitration demands the commitment of the parties to them and these rules

will be considered as imperative laws. However, the role of the court should not be underestimated in this regard. So, if a command is issued which needs the implementation of the forcible power, it should be implemented and put into effect following the confirmation of the head of judicial district after the request of injunction and its issuance by the arbitration entity, (remark 1 of the article 325 of the civil procedure law), in case that it's not performed by the convict. This leads to the prolongation of the proceeding of the urgent matter and sometimes the elimination of the interim injunction and will contradict its demands and expediciencies.

The International Commercial Arbitration Law has explicitly and clearly set aside the right of issuing interim injunction for the arbitrator. The arbitrator's qualification for issuing an interim injunction originates from the text of the law. However, the lawmaker is silent as to whether the arbitrator can issue interim injunction before referring the dispute to the arbitration entity and beginning the process of arbitration. The article 17 has followed the model law and foreseen the same regulations regarding the commercial arbitration.

However, given the arbitrator's qualification for issuing an interim injunction and even requesting security from the applicant of the writ, the applicant still has the right to ask the arbitrator to issue the interim injunction for the urgent matter before the bringing up of the original litigation. The arbitrator has this right to issue the proper interim injunction so that the rights of the claimant could be protected. This right that there's not a prohibition or restriction on referring to the judicial authorities for the interim actions at any time can also be seen in the UNCITRAL arbitration rules (Article 26 (3)).

Referring to the judicial court especially in cases when the arbitral tribunal is not hold would be deemed necessary (S. Kroll, 2009: 207-270). It should be said that the absence of a deadline in the arbitration law will lead to problems and in some cases damages to the opposing party of the interim injunction. If the applicant of the interim injunction does not bring up his litigation to the arbitration entity on a reasonably conventional deadline, this slowness in submitting the original litigation will cause certain problems and damages. However, the 20-day and 10-day deadlines stipulated by the law are related to the proceedings and the issuance of interim injunction by the courts and have been foreseen for the judicial authorities. As a result, it seems that the same deadlines specified deadlines in the civil procedure law should be put into practice for the arbitration entity. On the same deadline, the applicant of interim injunction should submit his original litigation to the arbitral tribunal and present its record to the court issuing the verdict or the interim injunction; otherwise, at the request of the opposing party, the interim injunction should be nullified (Nikbakht, 2001: 305).

As a result, it's better that in order to prevent the infliction of irreparable damages resulting from the absence of a deadline for bringing up the litigation, a conventional deadline be set for the bringing up of the original litigation.

The competence of the arbitral tribunal and the arbitrator, given the existence of an arbitration agreement and the referral of the dispute to the arbitrator, is more than that of the judicial court and is higher than that, which means that firstly, if the both entities are competent, first the arbitration entity will be asked to issue interim injunction.

The current law on civil procedure is silent in this regard; however, the old law had an appropriate regulation that stated, "Whenever the dispute is referred to the arbitrator, the request for security should be made at a court in which the litigation has been brought up and the arbitrator has been asked for consultation." The presumption of the lawmaker is that the dispute be first set forth in the court and then be referred to the arbitration so that the issuance of interim injunction by the arbitrator be possible before the formation of the process of arbitration.

Moreover, given the unclearness of the arbitrators and the non-commencement of the arbitration, referring to the arbitration entity will naturally be pointless and the applicant should inevitably refer to the court to get the writ (Mohebbi, 2012: 160).

2-2- Request for the issuance of interim injunction while bringing up the litigation in arbitration

The second phase for requesting interim injunction is concurrent to bringing up the litigation and along with the original petition of the claimant. In order to protect his rights, the applicant will request the issuance of interim injunction until the issuance of the final verdict for the original dispute. Therefore, if the request for interim injunction is made along with the bringing up of the original litigation, then there will be no need for a separate petition and the court will hear it as a request in conjunction with the original litigation (Nahreini, 2011: 82).

This request is also easily possible along with the request of one party of the dispute to the arbitration entity. Due to the commencement of the arbitration process, the arbitration entity can firstly take note of the urgent matters and make decision on them. If the arbitration entity considers the request for the issuance of the injunction as justifiable, then it will issue the interim injunction.

Requesting the interim injunction concurrent with the original litigation is the most appropriate way and most suitable form of request for the issuance of interim writ and making decision on the urgent matter. Moreover, it should be said that due to certain reasons, the urgency of the matter causes that before elaborating on the nature of the dispute and attending to the essence of the issue and conflict, the urgent matter be disposed of and the command required by the claimant be issued. The most important reason for the appropriateness of such a request is that the arbitration entity will take care of the request which is presented to the arbitration while taking

into consideration the evidence mentioned in the petition in order to prove the rightness and urgency of the matter once for all and avoids repetition. The repetition contradicts the demand and expediency of the urgent matter and the rights of the beneficiary be violated.

In the International Commercial Arbitration, it has not been discouraged that the applicant may not make the request for the issuance of interim injunction concurrent with the request for the referral of dispute to the arbitration. This is because the arbitrator has the competence to issue interim injunction even prior to or during the proceedings; so naturally, the request for interim injunction can be made while the dispute is being referred to the arbitration or once the arbitration process is underway. But if the losing party does not execute the interim injunction, one may make the request for its execution to the judicial court that easily performs the contents of the interim injunction using the forcible power.

2-3- Request for the issuance of interim injunction after the bringing up of litigation in arbitration

The third deadline for making the request of interim injunction in order to prevent the rights from being exposed to the risk of elimination is after the initiation of the proceedings and the arbitration process. In some cases, following the formation of the arbitration, we will have some situations which need prompt disposition. The applicant of prompt disposition of the urgent matter (interim injunction) can make this request to the arbitration entity. The request for the interim injunction will be made according to the general principles mentioned in the rules of the civil procedure law.

Given the criterion included in the article 313, the civil procedure law stipulates that “the request for interim injunction can be written or oral. The oral request will be recorded in the meeting minutes and will be signed by the applicant.

The request for interim injunction from the arbitration entity can be submitted to the arbitration entity and the arbitrator as a bill written by the applicant, and the arbitrator disposes of the urgent matter and issues the interim injunction writ after recognizing the urgency. However, the oral request is also possible. The oral request will be signed by the applicant after being recorded in the meeting minutes. But concurrent with this competent entity (arbitration), the governmental court also has the qualification to issue interim injunction. The applicant makes the request of interim injunction to the court in order to realize and recover his right; however, the competence of the arbitration entity while the arbitration process exists is essential and the applicant of the writ should ask the arbitration entity to issue interim injunction and refer to the court only under exceptional and unique conditions (Nikbakht, 2001: 306). So, it should be said that with the presence of the arbitration entity, the request for interim injunction should be made to the arbitration entity; however, while the interim injunction is being executed, the request should be addressed to the court which has the qualification and competence to execute the verdict.

The International Commercial Arbitration lawmaker has explicitly reserved the explicit authority to issue interim injunction for the arbitrator by mentioning it in the article 17. Moreover, the lawmaker of the International Commercial Arbitration has used the phrase “... before or during the proceeding ...”. So, it should be said that the lawmaker has accepted the request for the issuance of the interim injunction by the claimant as the arbitration process has taken place; however, in terms of the execution of the writ and the possibility of requesting the arbitration entity, it has granted the authority to the court.

However, the time for requesting and issuing the interim injunction begins with the commencement of arbitration and ends before the issuance of the verdict and *functus officio* (Piran, 2012: 264).

It should be noted that the authorities of the execution of verdicts don't issue a writ of execution simply if the arbitrator issues a verdict or decree, and his decree should be verified by the national courts, which is in sharp contrast with the expediency of the urgent matter and the prompt disposition of the urgent matter. However, there's no solution but to issue the execution writ by the courts and authorities of the execution of the verdicts unless the interim injunction is put into effect by the losing party and with their own consent. There's a difference between national and international arbitration in this regard. The difference is related to the verdicts and commands which will be issued by the international arbitration center and should be recognized and accepted by the national courts. The recognition is carried out so that the verdict issued by the arbitration entity can have practical plausibility in the national law and may easily be put into practice.

Conclusion

Request for the issuance of interim conjunction in the arbitrary entity at different times including before the bringing up of litigation, during the initiation of the proceedings and after the bringing of the litigation is possible. The most important deadline for requesting interim injunction from the arbitrary entity is prior to the bringing of the original litigation, in such a way that the applicant of the interim injunction has to deal with two authorities, namely the judicial court and arbitration entity, as a result of the non-existence of the process of arbitration and the absence of an arbitration agreement as regards the emergence of conflict.

The interim injunction should be issued if the main element of urgency is recognized first. In such cases, it's not

possible to request the issuance of the writ since the process of arbitration has not been followed; however, this request can be directed to the judicial court which is the public authority dealing with grievances. After making request for the issuance of writ from the court prior to the initiation of the proceedings and the issuance of the injunction, the litigation should be brought up on the deadlines specified by the civil procedure regulations and also organizational arbitration in the arbitration entity, and the original litigation will be brought up, too. Otherwise and if no action is taken to bring up the litigation, the issued writ will be nullified and rendered ineffective.

It's still possible to request interim injunction in junctures like after the bringing up of the litigation as well as during the initiation of the original litigation, and this possibility is also highlighted by the rules of International Commercial Arbitration. In all cases, if the order issued by the arbitration entity is not executed by the party receiving the order, it will be executed by requesting the court hearing the original litigation to perform it. The request for interim injunction, as well as being the most appropriate method for the issuance of interim injunction will initiate the original litigation. That's because the authority attending to the case presents a petition while investigating the original litigation by putting forward evidence to the applicant and can simply recognize urgency and issue an interim injunction.

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