

Enforceability of International Mediated Settlements in Singapore

This article was written by SIMI ED, Alvin Sim, and first published in the July 2025 issue of the Law Gazette. It provides an overview of the enforcement mechanism for international mediation settlement agreements, which supports mediation as a mainstream form of dispute resolution for both domestic and cross-border disputes. It also briefly explains the role of the SIMI Certified Mediator in the enforceability of such agreements under Singapore's Mediation Act of 2017.

“... international mediation received a boost in Singapore and internationally, when the UN Convention on International Settlement Agreements Resulting from Mediation (also known as the “Singapore Convention on Mediation”) opened for signature in Singapore in 2019, and entered into force a year later.”^[1] – Mr Murali Pillai, Minister of State, Ministry of Law and Ministry of Transport, at SIMI’s 10th Anniversary Celebration on 8 November 2024

Growth of mediation

Slowly but surely, mediation as a mode of dispute resolution for international commercial disputes is growing.

In the Response Speech by Minister for Culture, Community and Youth and Second Minister for Law Edwin Tong SC at the Committee of Supply Debate 2025, he stated, “The caseload of the Singapore International Arbitration Centre (SIAC) and the Singapore International Mediation Centre (SIMC), in both the arbitration and the mediation spaces, have also seen a general upward trend. Many of these cases, in fact, have minimal connection to Singapore.”

At the Singapore International Mediation Centre’s (SIMC) 10th Anniversary Celebration in August 2024, Mr Chuan Wee Meng, Chief Executive Officer, shared that SIMC’s caseload had seen an almost four-fold increase between 2019 and 2023, driven by increased demand from 61 jurisdictions worldwide^[2]. As a testament to the growth of mediation as a dispute resolution platform, SIMC’s caseload has been reported to have increased by 13% between 2021 and 2022^[3], and 17% between 2022 and 2023^[4].

More recently, in an article headlined “[THE BRIEFS: Mediation Grows in Popularity as Singapore Stakes Claim as Dispute Resolution Hub](#)” published in Asian Legal Business on 21 October 2024, Ms Una Khng, commercial disputes director at Helmsman and a former District Judge and Assistant Registrar at the Supreme Court of Singapore, observed that “Singapore’s rise as a premier international mediation centre has highlighted mediation as a compelling and economical choice for businesses engaged in commercial disputes”. In the article, it was reported that Ms Khng’s team “has been increasingly advising clients on mediation as a potential dispute resolution option, and mediation strategies in the management of complex commercial disputes”.

With such developments, the issue of enforceability of a mediated settlement between disputing parties will become increasingly significant.

The Mediated Settlement as an Order of Court: The role of Designated Mediation Service Providers and the SIMI Certified Mediator in encouraging mediation in Singapore

In Singapore, the Mediation Act 2017 (MA) was promulgated to “strengthen the enforceability of a mediated settlement agreement...(and) provide much-valued certainty for cross-border mediation users, in areas where the common law position is unclear or differs from jurisdiction to jurisdiction”^[5].

One key feature of the MA is Section 12, which allows parties to apply to a court to record their mediated settlement agreement as an order of court. This allows the mediated settlement agreement to be directly and immediately enforceable as a court order should there be a breach of its terms subsequently.

However, Section 12(3)(a) states that before a mediated settlement agreement can be recorded as an order of court, certain requirements must be met, including that the mediation must have been:

- (i) administered by a “designated mediation service provider” or
- (ii) conducted by a “certified mediator”.

In a press release^[6] issued by the Ministry of Law on 1 November 2017, the Minister of Law designated the following as “designated mediation service providers”:

- Singapore International Mediation Centre;
- Singapore Mediation Centre;
- Tripartite Alliance for Dispute Management; and
- World Intellectual Property Organization Arbitration and Mediation Center

The Minister for Law also designated the Singapore International Mediation Institute Credentialing Scheme (SIMI Certified Mediator) as an approved certification scheme.

Relationship between the Mediation Act 2017 and the Singapore Convention on Mediation Act 2020

On the global front, the enforceability of mediated settlement agreements across borders has been strengthened by the coming into force of the United Nations Convention on International Settlement Agreements Resulting from Mediation (Singapore Convention on Mediation) on 12 September 2020.

A press release issued by the Ministry of Law on 12 September 2020 stated:

“With the Convention in force, businesses seeking enforcement of a mediated settlement agreement across borders can do so by applying directly to the courts of countries that have signed and ratified the treaty, instead of having to enforce the mediated settlement agreement as a contract in accordance with each country’s domestic process.” - Para 3 of the press release [“Singapore Convention on Mediation Enters into Force”](#)

The Singapore Convention on Mediation Act 2020 (SCMA), which also came into force on 12 September 2020, implements the Singapore Convention on Mediation. Section 4 of the SCMA provides for a party to an “international settlement agreement” (covering “cross border commercial disputes”) applying to the High Court to record the agreement as an order of court^[7].

The MA works in tandem with the SCMA. The MA was amended to cover a mediated settlement agreement which is also an international settlement agreement. Parties faced with such a situation can choose whether to record their settlement agreement under either the MA or SCMA (but not both), depending on the needs of their case^[8]. This strengthens and broadens the framework for enforcement of mediated settlement agreements conducted in Singapore, and which arose from a “commercial dispute...which...is international”, as defined under the Singapore Convention on Mediation^[9].

Conclusion: Opportunities for Certified Mediators

To reiterate, the MA proscribes that a mediated settlement agreement may be recorded as an order of court only if the mediation was administered by a ***designated mediation service provider or conducted by a SIMI Certified Mediator***^[10].

Accordingly, businesses' legal advisors or their in-house counsel should be encouraged (as part of business strategy) to advise their clients to choose to mediate their disputes under a SIMI Certified Mediator to ensure that their mediation is conducted by a mediator with the highest standards of professionalism. This will ensure businesses reap the full benefits of mediation under a safe pair of hands (as explained above), including the assurance of enforceability of their mediated settlement agreement.

Endnotes:

[1] As at March 2025, there were 57 signatories to the Convention, with 14 countries having ratified it including Singapore, Japan, Sri Lanka, Qatar, Saudi Arabia, Kazakhstan, Nigeria and others.

[2] [10 Years Strong: SIMC's Journey in Advancing Mediation Practice Globally](#)

[3] SIMC Newsletter March 2023

[4] SIMC Newsletter Quarter 1 2024

[5] See Official Report, 13th Parliament 1st session, Vol 94 Sitting No. 31, Second Reading of the Mediation Bill on 10 January 2017, found [here](#).

[6] <https://www.mlaw.gov.sg/news/press-releases/mediation-act-to-commence-from-1-november-2017/>. See also Government Gazette 3760 dated 31 Oct 2017.

[7] The entire scope of this mechanism is recorded in the Official Report, 13th Parliament 2nd session, Vol 94 Sitting No. 116, Second Reading of the Singapore Convention on Mediation Bill on 3 Feb 2020, found [here](#). SMS(Law), in answering questions about the Bill at that reading, also clarified that the SCMA does not cover family, inheritance or employment disputes as different jurisdictions may have differing domestic laws and public policy considerations, posing challenges for a court asked to enforce a IMSA contrary to its own laws/public policy.

[8] See page on [implementing legislation](#), section on “Other National Mediation Laws” at Singapore Convention on Mediation website.

[9] Art 1 of the Singapore Convention Mediation defines what an international commercial dispute is on several counts, e.g. the 2 parties have places of business in different states, or the state where the parties have places of business is different from that state where the substantial obligations under the settlement agreement are performed.

[10] <https://www.mlaw.gov.sg/news/press-releases/mediation-act-to-commence-from-1-november-2017/>. See also Government Gazette 3760 dated 31 Oct 2017.

Launch of Revised Renewal Requirements for SIMI-Accredited Mediators

SIMI-Accredited Mediators will only need to submit their accreditation renewal requirements from 1 January 2028.

From 1 January 2026, SIMI will launch the revised renewal requirements for all SIMI-accredited mediators. Under the new regime, a SIMI Mediator must apply for renewal of his or her accreditation every two years.

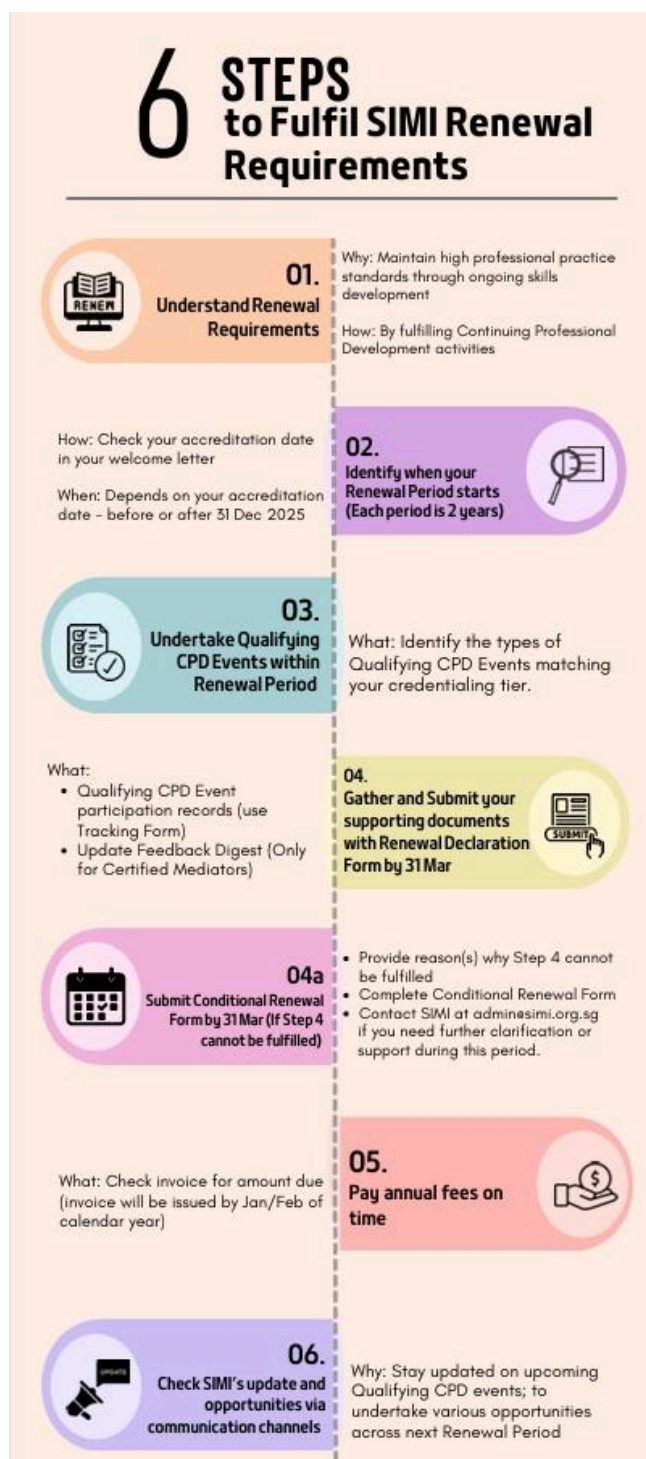
Continuing Professional Development (CPD) activities will form the cornerstone of renewal requirements. Case experience will no longer be required for renewing a mediator's accreditation status as SIMI has received feedback on the difficulties of getting mediation cases, particularly for new mediators.

Renewal Requirements

A SIMI Mediator must fulfil all of the following criterion in order for his or her accreditation to be renewed:

- 1) Continuing professional development requirements (during the renewal period);
- 2) Self-declaration of good standing (during the renewal period); and
- 3) Payment of annual SIMI Fees and other outstanding annual fees.

More details of the renewal requirements for each mediator level, general information on the revised renewal requirements and a list of frequently asked questions (FAQ) can be found in SIMI's website under "[Renewal Requirements](#)".



SIMI Townhall 2025



The SIMI Townhall meeting, held on 21 May 2025, brought together SIMI-accredited mediators and partners for an update of SIMI's renewal requirements for mediators, as well as a fireside chat on the topic, "A New Economic Paradigm: Perspectives on Cross Border Mediation from Asia".

We were glad to be able to announce the details of the revised renewal requirements, which will be launched on 1 January 2026, with actual renewals taking place only from January 2028 (see full details in the article entitled "*Launch of Revised Renewal Requirements for SIMI-Accredited Mediators*" above).

The fireside chat was the second in SIMI's Annual Review series, which was conceived in 2024, to share with SIMI accredited mediators about the professional and commercial developments in the mediation landscape, and the skills and knowledge needed to capture opportunities for mediation therein. We were also pleased to welcome several mediators visiting from Malaysia who joined us at this capacity building session.

SIMI Certified Mediators Mr Shaun Wong and Mr Aloysius Goh, our speakers for the fireside chat, graciously spent well over an hour sharing with over 60 in-person and online participants about their experiences and views on what it takes to practice in China and South Asia respectively, as a mediator and/or mediation advocate.



Overall, both Aloysius and Shaun shared invaluable professional and commercial points that would not have been specifically taught in most typical mediation training programmes as these are generally caught from experience (see article entitled “*Developing a Cross-Border Mediation Practice in Asia: Perspectives from SIMI Certified Mediators*” below).

We look forward to more experienced mediators (especially those who are SIMI Certified Mediators both based in Singapore and abroad) coming forward to share such experiences to inspire and shape the pipeline of younger accredited mediators.



Important Reminders for All SIMI Accredited Mediators

Keep your SIMI profile up to date and visible to the public!



Level 3 & Certified Mediators (Level 4)

Please upload a recent **profile photo** via your SIMI Dashboard. A photo enhances the professionalism of your listing in the SIMI register.



Update Your Contact Details

If you have changed your email address or other contact information, please notify us promptly at admin@simi.org.sg so we can update our records. This will ensure that you never miss an important announcement from SIMI.

Let's work together to maintain an accurate and professional register! Thank you!

Developing a Cross-Border Mediation Practice in Asia: Perspectives from SIMI Certified Mediators



Aloysius Goh (left) and Shaun Wong (right) shared their views on building a cross-border mediation practice at SIMI's Townhall in May 2025. The session was moderated by SIMI Executive Director Alvin Sim.

At the SIMI Townhall held on 21 May 2025, a panel discussion was convened on the topic “**A New Economic Paradigm: Perspectives on Cross Border Mediation from Asia**”. Our two distinguished panellists, seasoned SIMI Certified Mediators, Aloysius Goh and Shaun Wong, shared their experiences building a mediation practice in South Asia and China respectively. They touched on opportunities for mediators to deploy their skills and build cross-border capabilities, and how to navigate challenges in developing a mediation practice beyond Singapore.

Seizing mediation opportunities overseas

With international mediation experience, particularly in China, Shaun emphasized the importance of proactively seeking global opportunities rather than waiting for them to come to us. Acknowledging that only a small percentage of individuals could be full-time mediators, he stressed that gaining exposure and marketing oneself to those who may need mediation services (e.g. through giving free talks to various audiences) should be prioritized in the initial stages of building a cross-border practice.

Aloysius recounted the challenges of starting Sage Mediation in 2019, just before the COVID-19 pandemic struck. One of the major turning points was embracing LinkedIn for professional visibility. Opportunities such as speaking engagements and international projects came through maintaining a regular posting schedule and building a personal brand. Even then, there could be many rejections

amidst persistent marketing. However, many of these efforts would bear fruit later, as people eventually remembered and returned with cases.

Both speakers shared that early in their mediation journey, they accepted underpaid or even unpaid work, particularly from regions like Central and South Asia. They viewed these opportunities as investments — chances to build relationships and a reputation for excellence. They emphasized that quality service was the best form of marketing.

Which region?

Shaun cited his standing links and regular travels to China as a springboard for his work. Geographically, Aloysius chose to focus on South Asia initially due to the shared language (English) and legal systems (common law). Countries like India, Pakistan, and Sri Lanka offered vast mediation potential.

Mediation opportunities in the light of recent economic shifts

Key points shared by Aloysius and Shuan included:

- With global disruptions like the pandemic and tariff wars, Singapore had become a safe haven, attracting businesses. This may lead to increased disputes and opportunities for mediation in Singapore/the region, particularly in the next few years.
- It was therefore timely to consider how to meet future demand **now**, by building capabilities and maintaining high standards.
- Aspiring mediators should aim to join recognized mediation panels and actively connect with legal professionals and relevant institutions to increase their visibility and chances of appointment.
- Disputants often do not understand mediation, so it was crucial for mediators to build relationships with lawyers from various countries who could recommend them and explain the mediation process to their clients.
- Uphold professionalism — e.g, promoting one's own strengths without disparaging others—to uphold the credibility and effectiveness of mediation as a practice.

Adapting to the needs of the overseas landscape

On deploying their skills in the territories they operated in, the two gentlemen stressed that successful implementation of mediation models learnt in Singapore would require **adapting to local cultural and legal contexts**. Areas to consider included:

Cultural and Linguistic Sensitivities

- There was often a difference in understanding and expressing concepts across cultures. For example, in China, some lawyers equated mediation with negotiation and the mediator needed to be mindful of, and clarify these misconceptions.
- Misunderstandings could arise due to differing interpretations of key terms or roles.
- Mediators should use their primary language(s) but be sensitive to cultures which were “language proud”, and should work with a co-mediator who was more familiar with the relevant native language.

Adapting one's training and the Singapore model

- Singapore initially succeeded (in developing a mediation ecosystem) by learning from prevailing standards (e.g. Harvard, IMI), but practitioners should remain open to learning and adapting to remain relevant.
- The Singapore model should not be applied rigidly. The type of mediation we upheld should be adapted to local norms, e.g. we cannot insist strictly on the facilitative model of mediation.

Differences in Legal Systems

- For instance, the “without prejudice” concept is a common law rule and may not apply in civil law jurisdictions like China. This would affect how parties approach confidentiality and concessions during mediation.
- Mediators should build relationships with professionals who operate in different legal systems. Having access to someone knowledgeable and fluent in both the language and legal culture of a jurisdiction could provide vital context in interpreting client behaviour and legal assumptions.

Handling High vs. Low Context Communication:

- In cross-cultural settings, high-context communicators (who rely on implicit cues) and low-context communicators (who are more direct) could misunderstand each other.
- Mediators may need to use private sessions to accurately interpret and translate indirect messages, protecting parties from such misunderstandings.
- Using co-mediators with different styles could help to bridge communication gaps.

Role of the Mediator

- In some jurisdictions, mediators were expected to make proposals or play a more directive role, unlike the purely facilitative role often emphasized in Singapore.
- Some regions, particularly China, have implemented integrated dispute resolution practices where a single individual could shift roles fluidly between mediator, arbitrator, and evaluator. This practice, while possibly viewed as unethical in some legal traditions, was embraced as an efficient, one-stop solution — often supported by technology and AI. Practitioners who resisted adapting to such trends risked falling behind in an evolving dispute resolution landscape.
- Successful mediators must therefore adjust their style and learn local practices to remain effective internationally.

Strengthening businesses' trust in mediated settlements

Shaun and Aloysius also reflected on how businesses viewed mediated settlement agreements (MSAs), and whether MSAs ultimately promoted trust in mediation. It was observed that MSAs were generally enforced as a contract and the enforceability of mediated settlement agreements across borders under the Singapore Convention had not been tested.

The most practical way to ensure MSAs could be upheld was to incorporate it as part of an arbitral award. Therefore, it was also crucial to ensure that MSAs were of a good quality, so that they were as good as court orders.

Conclusion

The sharing by Aloysius and Shaun was eye-opening, and illustrated the practical deployment of mediation skills and upholding of professionalism across borders. Both speakers emphasized the importance of building credibility and relationships, and understanding local nuances/legal traditions. These were skills beyond the classroom which if developed, would help deliver consistently high-quality outcomes.

The final advice from Aloysius and Shaun on how to become a quality mediator left the audience with much food for thought, reminding all that the professional mediation journey (even if one is experienced) is one of constant growth:

“Stay humble, stay open, and always be ready to learn from others—whether they are colleagues, clients, or even opponents.”

“Love what you do.”

An Evening of Insight and Inspiration

Mentorship Programme 2.0 Mid-Year Meeting



On 7 July 2025, participants of SIMI’s Mentorship Programme 2.0 gathered for a mid-year “pitstop” - a vibrant session marked by many meaningful exchanges and reflection. A key highlight of the evening was the sharing by invited speaker, Mr Viswa Sadasivan, Founder and Managing Consultant at Strategic Moves, who is also a **SIMI Certified Mediator**. A communications expert and widely regarded as one of Singapore’s most influential thinkers and advocates in its evolving socio-political

space, Mr Viswa captivated the room with his thought-provoking insights on what one needs to develop exemplary mediation skills.

Through vivid storytelling, Mr Viswa brought fresh, practical perspectives to long standing mediation concepts such as mediator neutrality and party voluntariness. His views on what mediation solutions should incorporate, such as fairness and workability, challenged especially the mentees to re-examine and deepen their own understanding of concepts learnt only in theory and via roleplays in their mediation training sessions.

For both mentors and mentees, the evening was intellectually engaging and inspiring.

As MP 2.0 enters the second phase, we hope that practical skills and experience (which are usually caught rather than taught), similar to those shared by Viswa at the mid-year meeting - will be imparted through similar platforms and the mentors themselves.



SIMI briefing to CCPIT

On 16 May 2025, SIMI was honoured to share its work with mediators from the China Council for the Promotion of International Trade (CCPIT) Mediation Centre. The CCPIT is China's national foreign trade and investment promotion agency. Its Mediation Centre, established under the Articles of Association of the CCPIT, provides mediation services for disputes between Chinese and foreign



entities and persons via its national network of 46 domestic sub-centers in various regions of the country.

Some 20 CCPIT mediators, led by Ms Wang Fang (Director, CCPIT Commercial Law Centre; Deputy Secretary General, CCPIT Mediation Centre), were in Singapore to visit local mediation-related bodies to understand Singapore's mediation ecosystem. They were hosted by Sage Mediation.

SIMI presented on its role as an independent professional accreditation body, sharing how Singapore supported the development and professionalism of mediators in the mediation industry. During the presentation, the well-engaged CCPIT mediators enquired about SIMI's credentialing scheme, how one could demonstrate case experience so as to ascend the credentialing ladder, and details such as how such case experience was verified. This was because, like many other jurisdictions, China does not practice providing/obtaining case feedback from disputants/their counsel. Other questions led us to clarify the difference between SIMI and SIMC and SMC (i.e. that SIMI was not a service provider), and how one could be empanelled at a Singapore mediation service provider. CCPIT was also interested to know how they could become SIMI accredited as a training provider.

SIMI appreciated interacting with the Chinese mediators during and after our talk. Their questions perhaps revealed that much work lies ahead to harmonise mediation systems across borders. This could boost the cross-recognition of mediators across the Asia Pacific's diverse cultures and legal traditions, enhance mediation opportunities for Singapore-based mediators, and lead to mediation truly being an effective and widely used cross-border dispute resolution tool.



**This event is jointly organised by The Law Society of Singapore and SIMI
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