



Vietnam
ADR Week
2026

SEMINAR

**COMMERCIAL MEDIATION:
PERSPECTIVES FROM INTERNATIONAL AND
VIETNAMESE MEDIATION EXPERTS**

 **28** May 2026
(Tuesday)

 **8.00 – 11.40 AM**
(Morning Session)

 **GOLDEN BALLROOM**
3RD FLOOR, FORTUNA HOTEL
6B Lang Ha Street, Giang Vo Ward, Hanoi, Vietnam

 **BILINGUAL**
English & Vietnamese



ORGANIZERS

VIAC
TRUNG TÂM TRỌNG TÀI QUỐC TẾ VIỆT NAM

vmc Vietnam
Mediation
Centre
A DIVISION OF VIETNAM INTERNATIONAL ARBITRATION CENTRE (VIAC)

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SEMINAR

COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

INTRODUCTION

In today's business environment, not every dispute is best addressed through adversarial processes or formal adjudication from the outset. In many commercial relationships, particularly where the parties still wish to preserve future cooperation, the challenge is not only to resolve disputes efficiently, but also to manage conflict in a way that is flexible, resource-conscious, and less disruptive to business relationships. In this context, commercial mediation is increasingly recognized as a dispute resolution mechanism with distinct value, not only because it helps parties reach mutually acceptable solutions, but also because of its confidentiality, flexibility, and ability to adapt to the specific nature of each dispute.

Globally, commercial mediation is gradually expanding its role within the modern dispute resolution landscape, supported by international legal frameworks such as Singapore Convention on Commercial Mediation and the growing engagement of businesses, experts, and ADR institutions. In Vietnam, mediation is also receiving increasing attention in both legal development and practical application. Nevertheless, for commercial mediation to become a familiar and trusted option in practice, further substantive discussion is needed on the conditions for its effective use, implementation skills, international experience, and its suitability for the needs of the domestic market.

As part of Vietnam ADR Week – VAW 2026, the **Seminar on "Commercial Mediation: Perspectives from International and Vietnamese Mediation Experts"** is convened as a specialized forum to share practical experience, exchange professional perspectives, and discuss the future development of commercial mediation in Vietnam. Through presentations and discussions among Vietnamese and international experts, the programme seeks to highlight the distinctive value of commercial mediation, identify practical barriers to its wider use, and suggest ways to enhance its effectiveness, credibility, and practical application within the business community and among legal practitioners.



Time

8.00 AM – 11.40 AM
28 May 2026



Venue

GOLDEN BALLROOM
3RD FLOOR, FORTUNA HOTEL

*6B Lang Ha Street, Giang Vo Ward,
Hanoi, Vietnam*



SEMINAR

COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

 **Time**
08:00 (AM) – 11:40 (AM)
28th May, 2026 (Thursday)

 **Venue**
Golden Ballroom
Fortuna Hotel
6B Lang Ha Street, Giang Vo Ward, Hanoi, Vietnam

 **Language**
Bilingual
Vietnamese - English

Thời gian	Nội dung
8.00 – 08.30 AM	Guest & Delegates Welcome
8.30 – 8.45 AM	Opening Remarks
8.45 – 8.55 AM	MOU Signing Ceremony between VMC and Guangxi Commercial Mediation Association (GCMA)
8.55 – 9.10 AM	Keynote speech: Singapore Convention 2019 on Commercial Mediation and Overview of Commercial Mediation in Vietnam 2017 - 2026
9.10 – 10.25 AM	Session 1: Introduction of the Law and Practice of International Commercial Mediation • <i>Law & Practice regarding Commercial Mediation in Malaysia;</i> • <i>Law and Practice regarding Commercial Mediation in Japan;</i> • <i>Mediation as a Strategic Lever in Cross-Border Commercial Disputes: Insights from the Singapore International Mediation Centre ;</i>
10.40 – 11.40 AM	Session 2: Roundtable discussion on prominent issues on mediation efficiencies and skills • <i>Vietnam’s Law on Commercial Mediation: Key Areas for Improvement;</i> • <i>How to Understand and Apply the Regulation “Mediators may make proposals for dispute settlement” in Vietnam?;</i> • <i>Developing Commercial Mediation in Vietnam: A Suggested Roadmap Based on China’s Best Practices to Overcome Current Barriers ;</i>
11.40 AM	Closing Remark

INTRODUCTION

SPEAKERS



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Managing Partner,
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Founding General Secretary, Japan International
Mediation Center (JIMC-Kyoto)

Singapore Convention 2019 on Commercial Mediation and Overview of Commercial Mediation in Vietnam 2017 - 2026



Dr. NGUYEN TRUNG NAM

Deputy Director, Vietnam Mediation Centre (VMC) of VIAC
Founding Partner – EPLegal Limited



CONTENTS

1. The Singapore Convention on Mediation
2. Overview of Commercial Mediation in Vietnam

1. The Singapore Convention on Mediation

United Nations Convention on International Settlement Agreements Resulting from Mediation
(New York, 2018)



1. The Singapore Convention on Mediation

The Convention applies to the settlement agreements:

- (a) Resulting from Mediation**
"Mediation" means a process, irrespective of the expression used or the basis upon which the process is carried out, whereby parties attempt to reach an amicable settlement of their dispute with the assistance of a third person or persons ("the mediator") lacking the authority to impose a solution upon the parties to the dispute (the Singapore Convention on Mediation, Article 2.3).
- (b) In Writing**
A settlement agreement is "in writing" if its content is recorded in any form. The requirement that a settlement agreement be in writing is met by an electronic communication if the information contained therein is accessible so as to be useable for subsequent reference (the Singapore Convention on Mediation, Article 2.2).
- (c) To Resolve a Commercial Dispute**
This is to exclude settlement agreements (a) concluded to resolve a dispute arising from transactions engaged in by one of the parties (a consumer) for personal, family or household purposes; or (b) relating to family, inheritance or employment law (the Singapore Convention on Mediation, Article 1.2).
- (d) Being International**
At least two parties to the settlement agreement have their places of business in different States; or the State in which the parties to the settlement agreement have their places of business is different from either (a) the State in which a substantial part of the obligations under the settlement agreement is performed; or (b) the State with which the subject matter of the settlement agreement is most closely connected (the Singapore Convention on Mediation, Article 1.1).

1. The Singapore Convention on Mediation

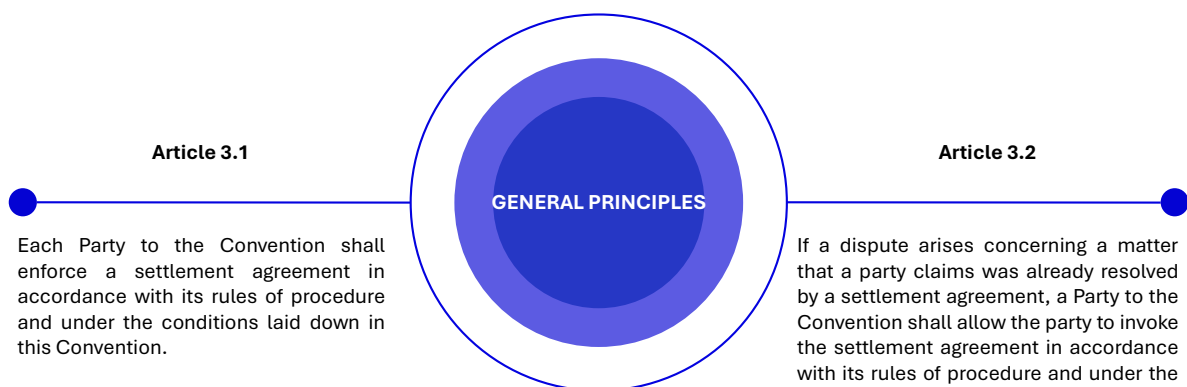
In order to avoid overlap with other instruments regulating jurisdiction and the enforcement of judgments as laid down in the New York and Hague Conventions, the Singapore Convention on Mediation does not apply to:

- a) Settlement agreements:
 - ☐ That have been approved by a court or concluded in the course of proceedings before a court; and
 - ☐ That are enforceable as a judgment in the State of that court;
- b) Settlement agreements that have been recorded and are enforceable as an arbitral award.

(the Singapore Convention on Mediation, Article 1.3)



1. The Singapore Convention on Mediation



1. The Singapore Convention on Mediation

Requirements for reliance on settlement agreements

The settlement agreement signed by the parties

An electronic settlement agreement meets the signature requirement for parties or mediators if the electronic method used:

- ❑ Identifies the person and shows their intent regarding the agreement; and
- ❑ Is either sufficiently reliable for the circumstances or proven in fact to have worked (on its own or with extra evidence).

Evidence that the settlement agreement resulted from mediation

- (i) The mediator's signature on the settlement agreement;
- (ii) A document signed by the mediator indicating that the mediation was carried out;
- (iii) An attestation by the institution that administered the mediation; or
- (iv) In the absence of (i), (ii) or (iii), any other evidence acceptable to the competent authority.

1. The Singapore Convention on Mediation

Two distinct groups of grounds for refusing to grant relief

(I)

At parties' request

The requesting party must furnish to the competent authority proof that:

- ❑ A party to the settlement agreement was under some incapacity;
- ❑ The settlement agreement sought to be relied upon is null and void, inoperative or incapable of being performed under the applicable law; is not binding, or is not final, according to its terms; or has been subsequently modified;
- ❑ The obligations in the settlement agreement have been performed; or are not clear or comprehensible;
- ❑ Granting relief would be contrary to the terms of the settlement agreement;
- ❑ Serious breach by the mediator of standards applicable to the mediator or the mediation; or
- ❑ Failure by the mediator to disclose to the parties certain information.

(II)

On the competent authority's own motion

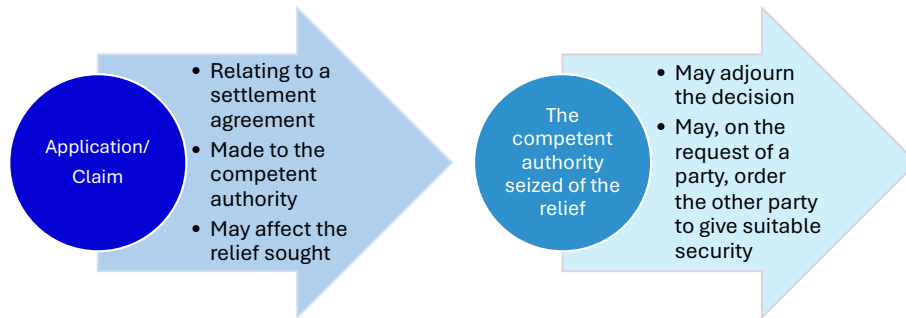
Where the competent authority finds that:

- ❑ Granting relief would be contrary to the public policy of that Party; or
- ❑ The subject matter of the dispute is not capable of settlement by mediation under the law of that Party.



1. The Singapore Convention on Mediation

Parallel applications or claims



1. The Singapore Convention on Mediation

Matters pertaining to Public International Law

The most favorable right

The Singapore Convention and other laws or treaties

The Singapore Convention shall not deprive any interested party of any right it may have to avail itself of a settlement agreement in the manner and to the extent allowed by the law or the treaties of the Party to the Convention where such settlement agreement is sought to be relied upon.

Reservations

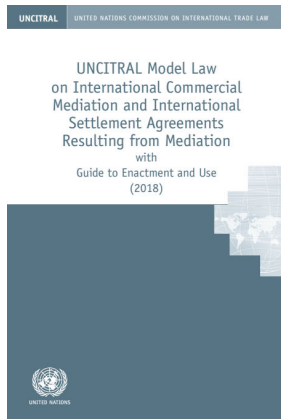
Two types of declarations

A Party to the Convention may make a declaration to:

- **Opt out** of applying the Convention to settlement agreements involving itself, its governmental agencies, or anyone acting on their behalf.
- **Opt in** to applying the Convention *only* if the parties to the settlement agreement have explicitly agreed to its application.

1. The Singapore Convention on Mediation

The Singapore Convention and the UNCITRAL Model Law on Mediation



The Model Law on Mediation aims to create a uniform legal framework across countries to promote mediation, support participating parties, and ensure greater certainty in the enforcement of mediated settlement agreements.

The Singapore Convention emphasizes the promotion of the enforcement of mediated settlement agreements.

2. Overview of Commercial Mediation in Vietnam

Legal Framework for Commercial Mediation in Vietnam



On 24 February 2017, the Government issued Decree No. 22/2017/ND-CP on commercial mediation. This is considered the first specialized legal instrument providing a relatively comprehensive framework for commercial mediation activities in Vietnam.

Decree No. 22/2017/ND-CP established the legal foundation for:

- The activities of commercial mediators;
- Commercial mediation organizations;
- Mediation procedures and processes;
- The rights and obligations of parties participating in mediation;
- The legal validity of successful mediation outcomes.

Under this legal instrument, commercial mediation is understood as an independent method of dispute resolution, distinct from other commercial dispute resolution mechanisms such as arbitration and court proceedings. Naturally, commercial mediation is also different from mediation activities conducted within the procedural framework of those dispute resolution methods

2. Overview of Commercial Mediation in Vietnam

The legal framework for commercial mediation is also reflected in various other legal instruments, including:

The 2015 Civil Procedure Code;

The 2005 Commercial Law;

The Law on Investment;

As well as regulations concerning the recognition of successful out-of-court mediation results.

➞ These legal instruments collectively support the legal framework for commercial mediation in Vietnam.

2. Overview of Commercial Mediation in Vietnam

Development of Commercial Mediation Organizations

- Following the implementation of Decree No. 22/2017/ND-CP, commercial mediation organizations in Vietnam began to be established and put into operation.
- On 29 April 2018, the Vietnam International Arbitration Centre (VIAC) officially launched the Vietnam Mediation Center (VMC) and introduced its Mediation Rules. This is considered the first professional commercial mediation center operating in Vietnam.
- In addition to VMC, the Vietnam International Commercial Mediation Center (VICMC) was also established, contributing to the development of commercial mediation activities in Vietnam.
- The establishment of commercial mediation centers has contributed to promoting out-of-court dispute resolution mechanisms in a more professional manner and in line with international trends.



2. Overview of Commercial Mediation in Vietnam

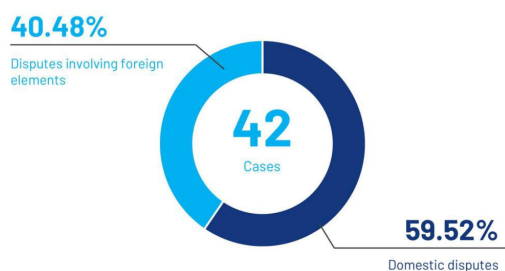
Current Situation of Commercial Mediation in Vietnam

- Commercial mediation in Vietnam is still considered a relatively new dispute resolution method compared to commercial arbitration and court litigation. Prior to 2017, commercial mediation activities were mainly conducted in the form of “mediation in arbitration” and there was no separate legal framework governing this mechanism.
- Decree No. 22/2017/ND-CP is regarded as an important milestone in the institutionalization of commercial mediation in Vietnam.
- The Vietnamese Government has adopted policies encouraging out-of-court dispute resolution mechanisms in order to reduce the burden on the court system and promote judicial reform.

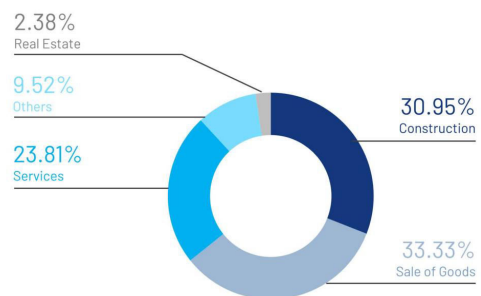


2. Overview of Commercial Mediation in Vietnam

Current Situation of Commercial Mediation in Vietnam



Number of mediation cases at VMC
(2018 – 2025)

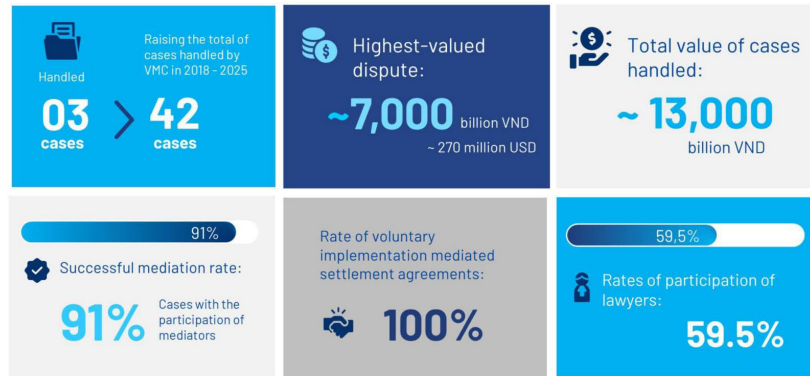


Dispute areas in mediation cases at VMC
(2018 – 2025)

Source: VIAC 2025 Annual Report

2. Overview of Commercial Mediation in Vietnam

Current Situation of Commercial Mediation in Vietnam



Source: VIAC 2025 Annual Report

2. Overview of Commercial Mediation in Vietnam

Challenges and Limitations

- The legal framework remains incomplete.
- Commercial mediation is not yet widely used in practice.
- Business awareness remains limited.
- The number of experienced mediators is still insufficient.
- Greater legal reform and international integration are needed.

COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

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THANK YOU

FOR YOUR ATTENTION!

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COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

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LAW AND PRACTICE REGARDING COMMERCIAL MEDIATION IN JAPAN

MR. KAZUHIKO NISHIHARA

Managing Partner, Honmachi International Law Office, P.C.
Founding General Secretary, Japan International Mediation Center (JIMC-Kyoto)



CONTENTS

1. Mediation and Arbitration
2. Mediation in Japan
3. Case study
4. Why mediation works

Mediation and Arbitration

Arbitration

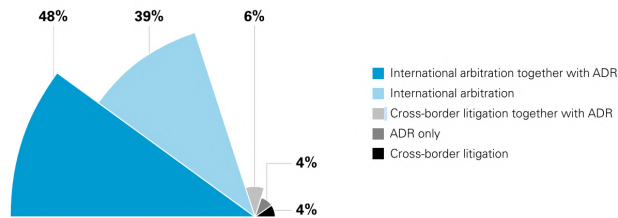
Arbitrators find the facts based on the parties' arguments and evidence, and apply the law to decide whether the parties' claims should be granted. This decision is binding on the parties regardless of their intentions.

Mediation

The parties engage in voluntary negotiations that focus not only on the facts and the laws, but also on how to resolve the dispute moving forward. The settlement is binding on the parties only if it is reached by their agreements.

2025 International Arbitration Survey

Chart 1: What is your preferred method of resolving international disputes?



- International arbitration: 87%
 - International arbitration together with ADR: 48%
 - International Arbitration: 39%
 - Cross-boarder litigation: 10%
 - Cross-boarder litigation together with with ADR: 6%
 - Cross-boarder litigation: 4%
 - ADR only: 4%
- 58% of respondents prefer ADR, either as a standalone method or in combination with arbitration or litigation, for resolving international disputes.

Source: Reproduced from Queen Mary University of London, School of International Arbitration & White & Case LLP, 2025 International Arbitration Survey: The Path Forward: Realities and Opportunities in Arbitration (2025), Chart 1, p. 5.

Mediation in Japan

Settlements in Litigation Conducted by Judges

“The court may attempt to arrange a settlement, or may have an authorized judge or commissioned judge attempt to arrange a settlement, regardless of the stage of the proceedings.”

Code of Civil Procedure, Article 89

“The terms of a settlement have the same effect as a judgment.”

Civil Execution Act, Article 22, Item 7)

In Japan, it is common for the judge who will decide the case to share their preliminary views and encourage the parties to settle.

Mediation in Japan

Court Mediation in Japan

The Japanese court mediation system has a history of more than 100 years, originating with the Land and House Lease Mediation Act of 1922.

Today, Japanese courts handle approximately 130,000 family mediation cases and 30,000 civil mediation cases annually.

A mediation committee, consisting of one judge and two mediators selected from among members of the public, is involved in the mediation process. In practice, the two mediators primarily conduct the mediation.

In some family matters, parties are required to file a petition for mediation before filing a lawsuit.

Mediation in Japan

Alternative Dispute Resolution (ADR) in Japan

In Japan, as a general rule, only attorneys may conduct fee-based mediation.

In 2004, the ADR Act was enacted as an exception to this rule, allowing non-lawyers to conduct mediation at certified mediation institutions.

The ADR Act is not based on the UNCITRAL Model Law on Mediation.

Currently, approximately 170 such institutions are certified.

A filing with a certified mediation institution may prevent the limitation period from expiring.

A “specified settlement” reached through certified ADR may be subject to civil enforcement if the parties agree.

Mediation in Japan

Mediation by Administrative Authorities

In Japan, some administrative authorities provide mediation services in specific fields, such as labor disputes, consumer disputes, environmental disputes, and construction-related disputes.

Dispute Coordinating Committees at Prefectural Labour Bureaus.

Labour Relations Commissions

Consumer Dispute Resolution Committee of the National Consumer Affairs Center of Japan

Environmental Dispute Coordination Commission

Prefectural Pollution Review Boards

Central and Prefectural Construction Work Disputes Committees

Telecommunications
Commission.

Dispute Settlement
Vietnam ADR
Week 2026

International Mediation in Japan

Japan Commercial Arbitration Center (JCAA)

Japan's commercial arbitration institution established in 1950.

Handles domestic and international commercial disputes through arbitration and mediation.

Representation by Foreign Lawyers

Foreign lawyers may represent parties in international arbitration and mediation without being admitted as Japanese attorneys-at-law (*bengoshi*).

Singapore Convention on Mediation

On August 7, 2019, 46 countries signed the Singapore Convention on Mediation.

Japan acceded to the Convention on October 1, 2023, and the Convention entered into force for Japan on April 1, 2024.

As the Convention does not require reciprocity, an international commercial settlement agreement resulting from mediation in Vietnam may be enforceable in Japan even if Vietnam is not a Contracting State, provided that the parties have agreed to the application of the Convention.



Japan International Mediation Center in Kyoto

The Japan Association of Arbitrators (JAA) established the Japan International Mediation Center in Kyoto (JIMC-Kyoto) in 2018 at Doshisha University, one of Japan's most prestigious private universities.

JIMC-Kyoto also offers parties the option of conducting mediation at Kodai-ji, one of Kyoto's most famous temples.



JIMC-SIMC Joint Protocol

On September 12, 2020, the date on which the Singapore Convention on Mediation entered into force, the Singapore International Mediation Centre (SIMC) and the Japan Association of Arbitrators (JAA), which operates JIMC-Kyoto, signed a memorandum of understanding to establish the JIMC-SIMC Joint Covid-19 Protocol.

The Protocol was designed to promote swift and effective online mediation during the COVID-19 pandemic.



- **Case study (Japanese Company v. Indian Company)**

Claimant, a Japanese company, filed for arbitration with the Singapore International Arbitration Centre (SIAC). The claimant and the respondent, an Indian company, agreed to conduct mediation pursuant to the SIAC-SIMC Arb-Med-Arb Protocol and the JIMC-SIMC Joint Protocol.

All proceedings were conducted online.

Day 1: The arbitral tribunal stayed the arbitration proceedings, and SIAC forwarded the case file to SIMC.

Day 15: Pursuant to the JIMC-SIMC Joint Protocol, two mediators were appointed: one from SIMC and one from JIMC-Kyoto.

Day 25: The first procedural meeting was held via Zoom.

Day 35: The claimant and the respondent each submitted a position paper, including settlement proposals.

Days 43, 45, and 47: Three fully online mediation sessions were held, each lasting eight hours, resulting in a settlement.



Integrative Negotiation (Win-Win)

Integrative negotiation focuses on the parties' underlying interests rather than their stated positions, and seeks win-win solutions by integrating those interests.

The Orange Story

One morning, two elementary-school sisters were having a big fight in the kitchen. Both were shouting that they wanted the only orange left in the refrigerator.

Their mother came into the kitchen, cut the orange in half, and gave each sister one half. But both sisters began crying, "I need the whole orange!"

Then their grandmother came over and asked, "Why?"

Position: Both sisters want the orange.

Interests: The older sister wants to use the orange peel to make marmalade.

The younger sister wants to use the orange pulp to make orange juice.

Combining Interests: After the younger sister squeezes the orange, the older sister uses the peel.

But what if both sisters want to use the orange pulp to make orange juice?



Distributive Negotiation (Win-Lose)

Distributive negotiation is used to "claim more value" in a zero-sum situation.

It is important to identify both parties' BATNAs — their Best Alternatives to a Negotiated Agreement.

Your BATNA helps you determine your reservation value, your walk-away point.

- The Zone of Possible Agreement (ZOPA) is the range within which an agreement is possible, based on the parties' respective reservation values.
- Within the ZOPA, each party uses negotiation strategies to claim as much value as possible.



Why mediation works?



In **integrative negotiation**, the parties need to disclose their underlying interests in order to find a mutually beneficial solution.

In **distributive negotiation**, by contrast, parties often try to conceal their interests, priorities, and reservation values in order to claim more value.

→ To expand the pie, integrative negotiation is necessary. However, it is often difficult for parties to disclose their true interests directly to each other. This is the **Negotiator's Dilemma**.

→ In mediation, because mediators have a **duty of confidentiality**, parties may disclose their interests confidentially to the mediator. The mediator can then help the parties explore ways to create additional value.

Why mediation works?



A neutral third party can often see the situation more objectively than those who are personally involved. This is expressed in the Japanese proverb “**Okame Hachimoku**” — bystanders can often see more clearly than the players.

Advanced mediation skills can further increase the likelihood of settlement.

This is why mediation is worth trying, even when direct negotiations between the parties have failed.

[Tên sự kiện]

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THANK YOU

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Managing Partner, Honmachi International Law Office, P.C.
Founding General Secretary, Japan International Mediation Center (JIMC-Kyoto)

COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

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Mediation as a Strategic Lever in Cross-Border Commercial Disputes: Insights from the Singapore International Mediation Centre

MS. PEI YIN YAP

Counsel
Singapore International Mediation Centre

SIMC – Our Beginnings

Not-for-profit institution specializing in mediation of cross-border commercial disputes

Launched in November 2014 by Singapore's Chief Justice, Mr. Sundaresh Menon and former Minister for Law, Mr. K Shanmugam, SC

International panel of over 60 mediators across 16 jurisdictions and specialist mediator panels from various countries



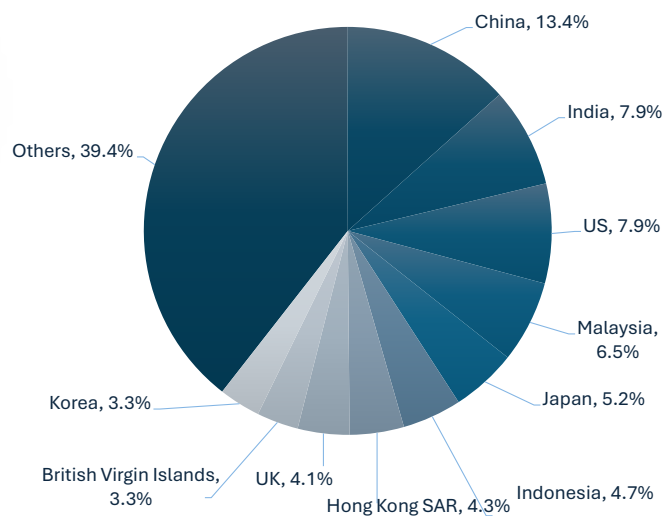
SIMC Case Management (since 2014)

> 550
TOTAL CASES TO DATE

> US\$31B
TOTAL DISPUTE VALUE

US\$100K – US\$8B
DISPUTE VALUE

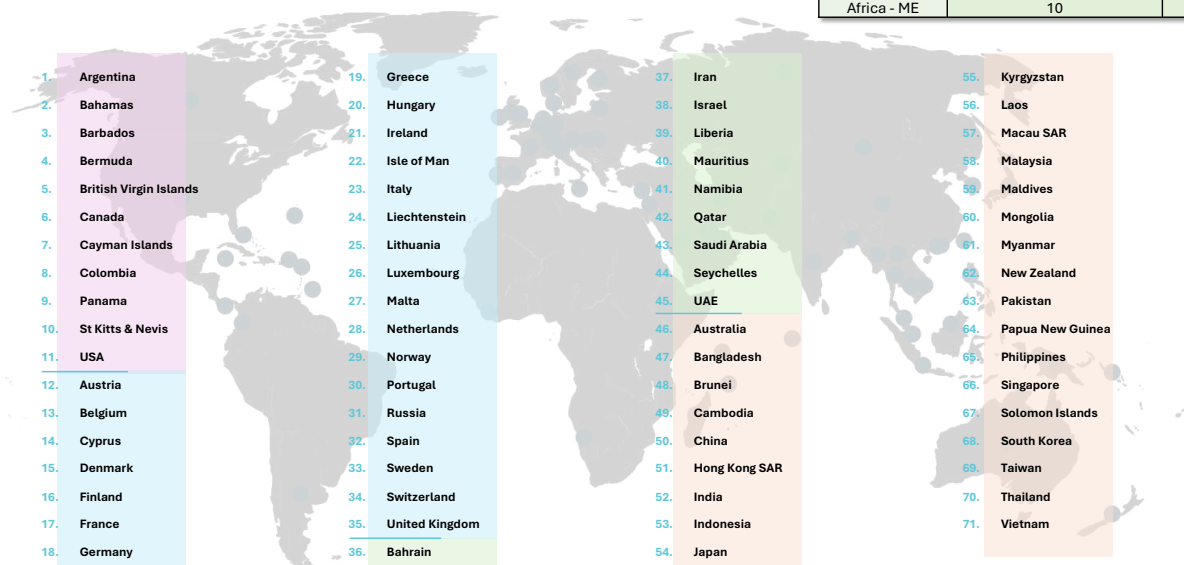
~65 - 70% AVERAGE
SETTLEMENT
RATE



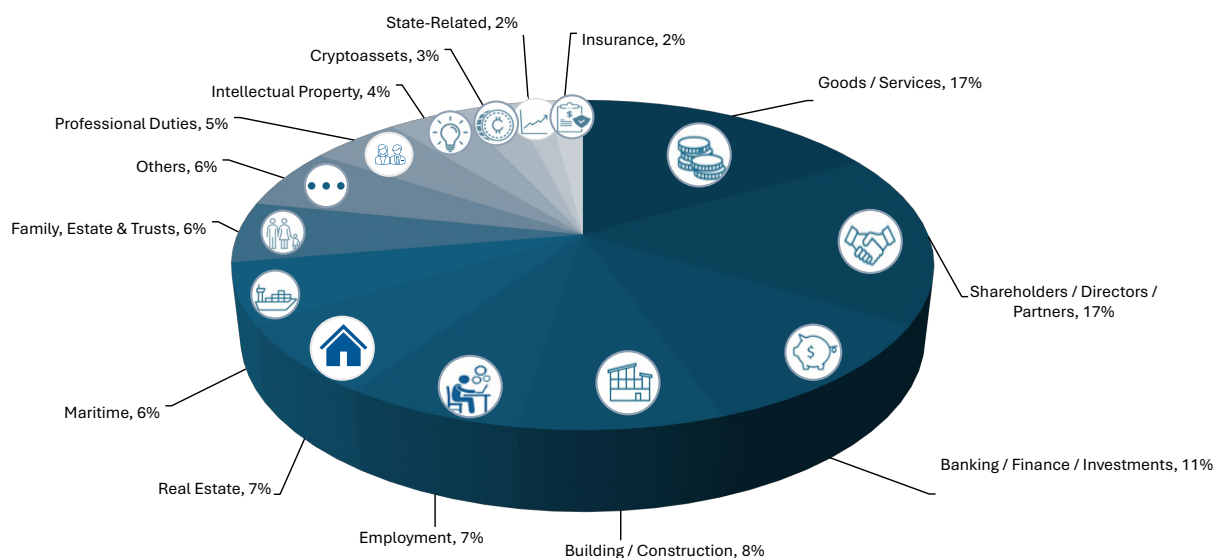
Major overseas users (2014-2025)

Geographical Origin of Parties Users From 71 Jurisdictions

REGIONS	NO. JURISDICTIONS	%
Asia-Pacific	26	36.6%
Europe	24	33.8%
Americas	11	15.5%
Africa - ME	10	14.1%



Type of Dispute Cases Mediated in SIMC (since 2014)



Benefits of Commercial Mediation



Preserves confidentiality



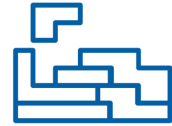
Parties have full control over the outcome of the dispute



Non-adversarial and flexible nature preserves relationship between parties



Time and cost savings



Creative solutions

Encouraging Mediation of Commercial Disputes

Supreme Court Practice Directions on Amicable Dispute Resolution (ADR)

- Pre-Case Conference Questionnaire on ADR
- Professional duty of lawyers
- Potential adverse costs orders

Capacity building

- Enhancing understanding of mediation among lawyers & businesses
- Strengthening mediator skills and training on ethical standards

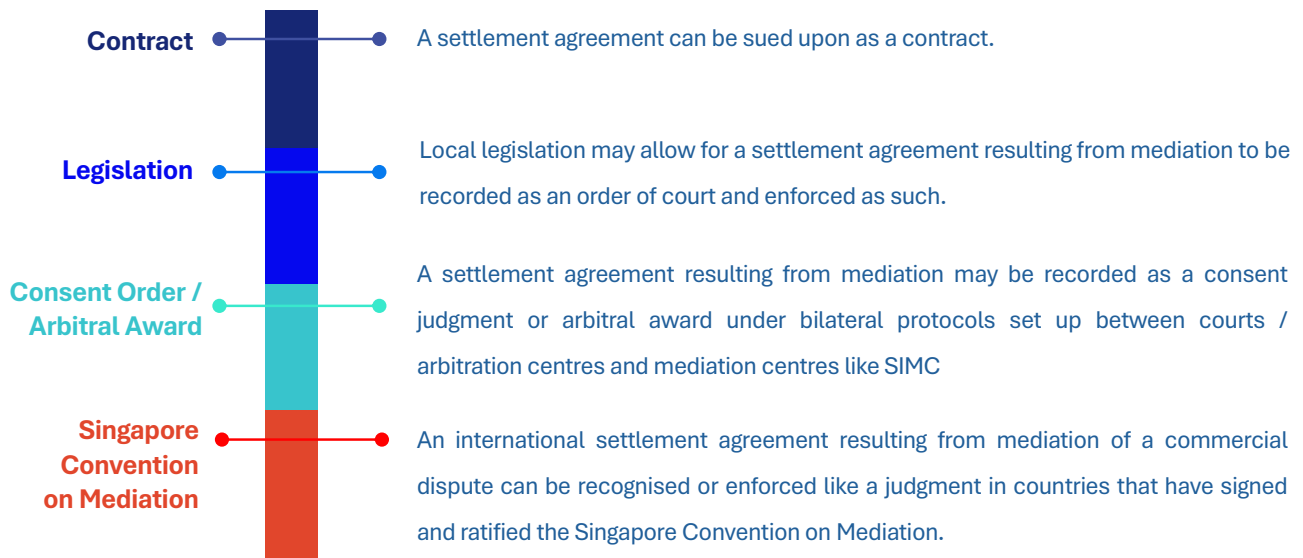
Mixed mode dispute resolution

- Enforceability
- Integration into wider strategic approach

Helping parties prepare for successful mediations

- Composition of attendees
- Any regulatory or third-party approvals required?
- Clarity on type of mediation – Facilitative? Evaluative input?

Enforcement of Settlement Agreements



Mixed Mode Dispute Resolution

- SIAC-SIMC Arb-Med-Arb Protocol



- SIMC-SICC Lit-Med-Lit Protocol



- SIMC-SCIA Med-Arb Protocol (China)



SIAC – SIMC Arb-Med-Arb Protocol



A one-stop process



Enforceable in over 170 countries under the New York Convention

Advantages of Arb-Med-Arb



Multi-jurisdictional enforcement



Access to quality mediators



Confidentiality & neutrality



Time & cost savings

SICC - SIMC Lit-Med-Lit Protocol



An integrated option for effective dispute resolution with the
Singapore International Commercial Court (SICC)



Advantages of Lit-Med-Lit



Case management stay of SICC proceedings (up to 8 weeks)



Access to quality mediators



Confidentiality, expediency & neutrality



Time & cost savings

Med-Arb Protocol



Novel hybrid dispute resolution mechanism combines the significant advantages of mediation with the ease of enforceability of arbitral awards by the Shenzhen Court of International Arbitration (SCIA)



Advantages of Med-Arb



Enforceable in China and elsewhere



Flexibility, preservation of relationship



Confidentiality, expediency & neutrality



Time & cost savings



SINGAPORE CONVENTION ON MEDIATION

www.singaporeconvention.org



Singapore Convention on Mediation – Opened for signature on 7 August 2019 and thereafter at the UN headquarters in New York

60 COUNTRIES SIGNED

22 COUNTRIES HAVE RATIFIED/APPROVED/
ACCEDED



North America

USA

Latin America & Caribbean

Brazil
Chile
Colombia
Costa Rica
Ecuador
Grenada
Haiti
Honduras
Jamaica
Paraguay
Uruguay
Venezuela

Europe

Armenia
Azerbaijan
Belarus
Georgia
Montenegro
North Macedonia
Serbia
Ukraine
United Kingdom

Africa

Benin
Chad
Congo
DR Congo
Eswatini
Gabon
Ghana
Guinea-Bissau
Mauritius
Nigeria
Rwanda
Sierra Leone
Uganda

Middle East

Afghanistan
Bahrain
Egypt
Iran
Iraq
Israel
Jordan
Oman
Qatar
Saudi Arabia

Asia

Brunei
China
India
Japan
Kazakhstan
Kyrgyzstan
Laos
Malaysia
Maldives
Philippines
Pakistan
Singapore
South Korea
Sri Lanka
Timor-Leste
Türkiye

Oceania

Australia
Fiji
Palau
Samoa

60 COUNTRIES SIGNED

**22 COUNTRIES HAVE RATIFIED/APPROVED/
ACCEDED**



North America
USA

Latin America & Caribbean
Brazil
Chile
Colombia
Costa Rica
Ecuador
Grenada
Haiti
Honduras
Jamaica
Paraguay
Uruguay
Venezuela

Africa
Benin
Chad
Congo
DR Congo
Eswatini
Gabon
Ghana
Guinea-Bissau
Mauritius
Nigeria
Rwanda
Sierra Leone
Uganda

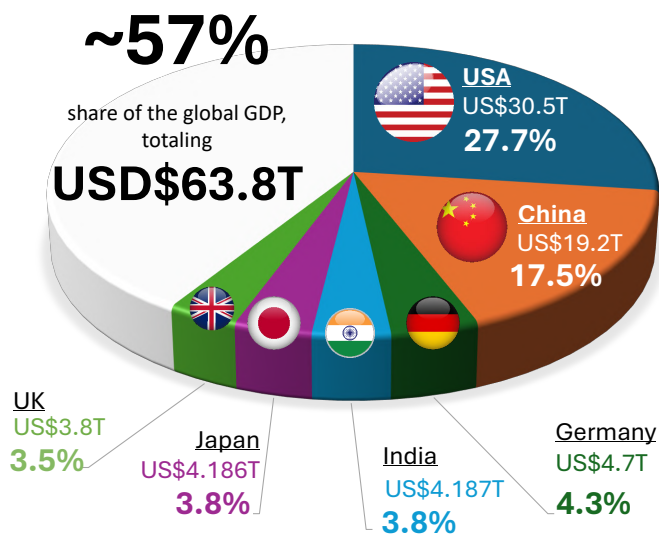
Europe
Armenia
Azerbaijan
Belarus
Georgia
Montenegro
North Macedonia
Serbia
Ukraine
United Kingdom

Middle East
Afghanistan
Bahrain
Egypt
Iran
Iraq
Israel
Jordan
Oman
Qatar
Saudi Arabia

Asia
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China
India
Japan
Kazakhstan
Kyrgyzstan
Laos
Malaysia
Maldives
Philippines
Pakistan
Singapore
South Korea
Sri Lanka
Timor-Leste
Türkiye

Oceania
Australia
Fiji
Palau
Samoa

World's Major Economies are Signatories



Sources: Statista, Oct 2025

FIVE of the world's six largest economies have signed the Singapore Convention or enacted legislation to effect it.

CASE STUDIES

VAW Vietnam ADR
2026 Week 2026

Fuel Cell Dispute between US-Korean Parties

- Billion-dollar dispute between US fuel cell manufacturer and South Korea's largest private energy producer
- Five arbitrations (London, Seoul and Singapore) and two litigations (US), settled after a four-day mediation with subsequent discussions

US-Korean fuel cell dispute settles

Jack Ballantyne
06 January 2022



The dispute concerned South Korea's growing market for fuel cell facilities (Credit: fuelcellenergy.com)

A US fuel cell manufacturer has settled a billion-dollar technology dispute with South Korea's largest private energy producer that had been playing out in five ICC arbitrations, following a successful mediation.

Connecticut-based FuelCell Energy announced on 27 December that it has entered into a settlement agreement with Korea's POSCO Energy and a subsidiary. The [agreement](#) has been published in a stock exchange filing.

The settlement brings to an end three ICC claims filed by POSCO and two brought by FCE, in which claims and counterclaims had exceeded US\$1 billion.

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THANK YOU

FOR YOUR ATTENTION!

MS. PEI YIN YAP

Counsel
Singapore International Mediation Centre

COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

Law & Practice regarding Commercial Mediation in Malaysia

SHANTI ABRAHAM

Advocate & Solicitor | Mediator | Arbitrator
Founder of Shanti Abraham & Associates (Malaysia)



Shanti Abraham & Associates
Advocates & Solicitors | Mediators | Arbitrators



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1. Introduction to Mediation in Malaysia
2. Mediation in Action in Malaysia
3. Court-Annexed Mediation / Private Mediation
4. Mediation Advocacy
5. Mediation Design



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Introduction to Mediation in Malaysia

Brief Overview of Malaysian Mediation Act 2012



Short Title

An Act to promote and encourage mediation as a method of ADR by providing for the process of mediation, thereby facilitating the parties in disputes to settle their disputes in a fair, speedy and cost-effective manner.

Section 3

Mediation is a voluntary process – a party is not required or mandated to participate in mediation and withdraw from the process at any time.

Section 7

A mediator protected under the Act must have the relevant qualifications, special knowledge or experience in mediation through training or formal tertiary education or satisfy the requirements of a mediator as prescribed by an institution.

Malaysian Mediation Act 2012

Section 13(3), 14(1) & 14(2)

A mediated settlement agreement must be authenticated by the attending mediator under the Act.

A settlement agreement is binding on the parties.

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Introduction to Mediation in Malaysia

Statutory Protections and Enabling Features of Mediation Act 2012



Confidentiality, Section 15(1) & 15(2)

Recognised as confidential and cannot be disclosed or used as evidence in any legal proceedings unless parties involved gives consent or disclosure is required under the Act or enforcement of a settlement agreement.

Privilege, Section 16(1) & 16(2)

Mediation communication cannot be subject to discovery or be admissible in evidence in any proceedings. Exceptions to this include if there is an express waiver of privilege in writing by the parties.

Malaysian Mediation Act 2012

Immunity, Section 19

Mediators have immunity from civil liability for any act or omission done in good faith during the mediation process.

Agreement to Mediate, Section 6(2)

Agreement must be signed by parties entering mediation. Key provisions in a mediation agreement include the express agreement of parties to enter mediation, the appointment of mediator, issues of costs, and others.

Mediation in Action in Malaysia Mediation in Construction Matters



- The option of resolving construction disputes using mediation is available in various agreements and standard construction contracts in Malaysia. Example:
 - the Standard Agreement and Conditions of PAM Contract 2018 (Without Quantities) which provides that mediation may be attempted to resolve disputes between Employer and Contractor.
 - The Construction Industry Development Board (CIDB) Standard Conditions of Contract for Building Works 2000 provides that parties are required to first attempt mediation before being able to commence an arbitration.

Mediation in Action in Malaysia

Mediation in Commercial Matters



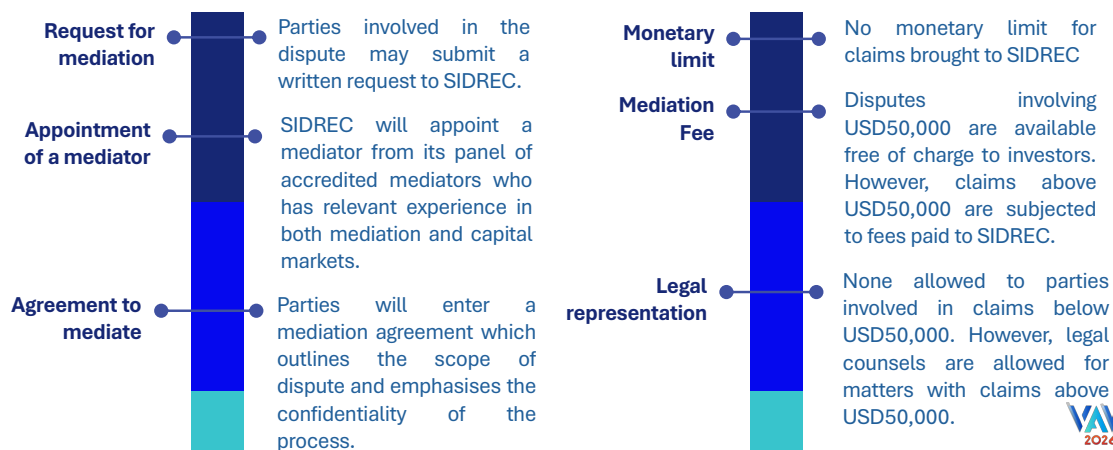
- Transactional lawyers are increasingly emerging as mediation advocates in commercial disputes, aligning with mediation's focus on swift problem-solving, unlike traditional litigators whose incentives often favour prolonged processes including appeals and enforcement processes.
- In a private resolution of a multimillion ringgit (est USD10million) commercial and construction related dispute, a set of litigators who refused to agree to a second mediation were eventually replaced by the Board of Directors with their transactional lawyer who went into the mediation arena and assisted the client to reach a mediated settlement agreement within a much shorter period than it would have taken by arbitration and litigation.

Mediation in Action in Malaysia

Mediation in Capital Market Matters



- The Securities Industry Dispute Resolution Centre (SIDREC) previously carried out the mediation for the capital market industry. Now merged into an Ombudsman
- Mediation Process for SIDREC typically involved the following steps:



Court-Annexed Mediation v. Private Mediation



- Carried out by registrars or judges.
- Malaysian Mediation Act does not apply to court mediators or mediation proceedings. Now pending a case where the parties want to say confidentiality not protected.
- Not mandatory, but several Practice Directions have encouraged court-annexed mediation.
- Available for free.
- Judges sometimes disallow lawyers from being physically present with the parties for the duration of the mediation.



- Requires lawyers who can see the benefits of mediation for their client and clients who are keen to find solutions.
- Generally high value mediations are run by the partners in charge of the file (as mediation advocates).
- Private sector mediators usually allocate time for pre mediation, structuring and a full day (or more in mediation)
- Counsels play a vital role in preparing clients during and after a mediation.



Mediation Advocacy



What is it?

- Mediation advocacy takes on a fundamentally different approach from traditional courtroom advocacy.
- The skill lies in structuring arguments where parties understand risks, interests, costs, and practical outcomes so they can voluntarily reach a mutually beneficial resolution.

The Role of a Mediation Advocate

- Skilled in presenting their client's position, needs and interests in a non-adversarial way.
- Able to engage with the other side in a trustworthy manner.
- Able to guide their clients to actively negotiate and collaboratively shape the outcome of their case.

It's Importance

- By embracing collaboration over confrontation and prioritising mutually beneficial outcomes, parties can not only resolve disputes efficiently but also lay the groundwork for enduring business partnerships and also plan effective cash flow outlay.



Mediation Design

What is it?

- Mediation Design is important where a mediator structures the mediation for best outcomes.
- This takes place after the mediator is presented with a dispute, personalities, and time frame and structures a mediation best suited for the parties and to steer them towards solutions.
- This is often done in large value matters and where cross border elements exist and the time spent is chargeable.

It's Importance

- Parties can add experts and other witnesses to the mediation process.
- It adds a layer of structure to significant disputes to lend gravitas to the problem-solving process.
- It signals flexibility in how the problem can and will be solved.

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COMMERCIAL MEDIATION: PERSPECTIVES FROM INTERNATIONAL AND VIETNAMESE MEDIATION EXPERTS

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