

SINGAPORE CONVENTION ON MEDIATION SEMINAR SERIES

Online Dispute Resolution and the Singapore Convention

Mr Anil Changaroth

Date: 1 April 2020 **Time:** 1:00pm CEST

Presentation Summary

Following the kick off of the Singapore Convention Seminar Series by Ms. [Debbie Masucci on how the Singapore Convention on Mediation¹ will change global mediation](#), Mr Anil Changaroth spoke on the topic of ‘Online Dispute Resolution and the Singapore Convention’. Anil started his presentation with a brief overview of the topic of mediation and Singapore Convention on Mediation (‘SCM’).

Mr Changaroth shared that mediation is a consensual approach whereby parties come together to engage in discussions with the help of a mediator to settle their differences and reach a settlement agreement. The SCM’s constitution is to facilitate the enforcement of mediated international settlement agreements relating to commercial disputes in the global arena. It also covers agreements settled through online mediation. The aim of the SCM is to give confidence to commercial parties to invest their time and energy in mediation to settle their differences as settlement agreements are certain enforceable in different jurisdictions.

Mr Changaroth’s view was that with the COVID-19 pandemic disrupting the normal way of life as we know it, dispute resolution is moving online even faster. Many courts and tribunals across the world have moved many of their procedures online and mediators are also adopting ODR (‘ODR’) mechanisms for their mediation sessions. Mr Changaroth felt that ODR is no less effective a platform than traditional face to face interactions. and can actually be even more beneficial for international disputes as the time and cost savings are substantial there. Mr Changaroth suggested that post-pandemic, ODR will not just be a convenient solution but the norm.

Mr Changaroth also stressed that organisations are adapting themselves to ODR in different ways. He drew examples from [APEC Collaborative Framework for Online Dispute Resolution of Cross-](#)

¹ Officially named **United Nations Convention on International Settlement Agreements Resulting from Mediation**.

[Border Business to Business Disputes](#), the [ICDR Manufacturer/Supplier Online Dispute Resolution Protocol](#), [China International Economic and Trade Arbitration Commission Online Arbitration Rules](#) and online arbitration in [Russian Arbitration Center](#).²

Mr Changaroth was also optimistic that artificial intelligence (AI) and virtual reality (VR) will further assist the growth of ODR. These would dramatically change the way we interact with other parties in the online space, and could do away with many of the present reservations about ODR, such as being unable to ‘see’ each party’s body language.

Q&A Discussion

Mr Changaroth concluded the session by answering various questions from the participants:

- Does the requirement of any form of enforcement of a mediated settlement agreement means that the mediation has failed?
- Mr. Changaroth’s thoughts on how mediation process in ODR can move parties to an effective consensual outcome when the process is really “human” with emotions, empathy, listening forming a key part of the process.
- Whether Singapore Convention is a plus for cross border mediation via ODR which is environmentally friendly and cost efficient?
- The biggest challenge according to Mr. Changaroth in adopting online mediation and the means to overcome it.
- Mr. Changaroth’s views on SCM being able to serve disputes in digital-based supply chains specially the digital online marketplace.
- What is the difference between ODR and the traditional mediation method? Whether the use of technology the only difference between them?
- Mr. Changaroth’s views of whether a mediator should go into the legal issues on forms of mediated settlement agreement in cross-border mediation.
- How to expand the use of mediation when many lawyers have reservations against mediation and not open to promote the practice even when mediation is ingrained within the tradition and civilization?

² Links for each of the named documents are embedded in the article for reference.

- Whether any ODR provider has taken in consideration the UNCITRAL Technical Notes on ODR (2016) in developing their procedural rules?
- If the concept of mediation differs from country to country and the parties and mediator are from different countries, which country's definition of mediation would hold on jurisdictional issues and why?
- The meaning of 'seat' in a mediation.
- Mr. Changaroth's views on the development of AI to assist mediators in managing parties' emotions and enhance empathy.
- A summary on SCM and its impact on the countries which have signed it and which have not signed it.

Mr.Changaroth's views on whether the ODR service providers can provide reliable evidence on the identity and signature of the parties and mediators as required under Article 4(2) of SCM. Listen to Mr Changaroth's answers from the video record of the session available via this link.

Links to other requested resources that came up during the session are provided below:

- [International Mediation Institute \(IMI\) Competency Criteria](#)
- [UNCITRAL Conciliation Rules \(1980\)](#)

The team at SIMI and IMI would like to express our gratitude to Mr Anil Changaroth for sharing his time to be a speaker at the Singapore Convention Seminar Series, and to participants for joining us live for the session, which was a great success with more than 100 participants registered from all over the world. Do join us for the next session!