

Mediation in the UK: What the UK Can Learn From Singapore's Implementation of the Singapore Convention on Mediation

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The UK government's consultation on implementing the Singapore Convention on Mediation (the Convention) is a welcome and overdue step after the UK signed the Convention in May 2023. Once ratified in the UK, parties will be able to apply directly to the courts of participating states, which have also ratified the Convention, to enforce settlement agreements resulting from mediation.

The proposed framework, which may be set out in court rules in each jurisdiction of the UK, largely reflects orthodox private international law (PIL) and draws heavily on the New York Convention's enforcement architecture. Yet the exercise naturally invites comparison with Singapore's legislative model, in force since 2020 and widely viewed as a practical and business-friendly implementation.

This article, ¹evaluates the UK's suggested framework against the Singapore Convention on Mediation Act 2020 (the Singapore Act), highlighting areas of convergence and divergence, and considers the lessons which the UK might sensibly take from Singapore's experience.

“Registration” Versus “Recording as an Order of Court”

In order for a party to seek recognition and/or enforcement of an international settlement agreement under Article 3 of the Convention, the UK has proposed a registration model in the designated superior courts.² Under this, an applicant may apply without notice, but the court will then have discretion to either determine the application on the papers *ex parte* or to direct that the application be served on the respondent to allow it to make submissions before any registration decision is taken.

The consultation envisages involvement of the respondent where the application raises a real question about scope, compliance or refusal grounds. This mirrors the familiar New York Convention practice in the Civil Procedure Rules (CPR r.62.18), where leave to enforce in the English courts is often granted without notice, but if the application contains an issue better dealt with *inter partes*, it can require the respondent to be served.

- If the court directs service, the respondent will be given a deadline to file submissions on scope, evidence and/or Article 5 grounds for refusal. The court may determine the application on the papers or list a short, contested hearing, but regardless of whether registration is granted or refused, there will be a right of appeal.
- If the court proceeds with the application *ex parte*, the order and the application are served on the respondent after the decision has been made. Before any enforcement or invocation of a settlement agreement occurs, the respondent will have an opportunity to challenge the registration and apply to set aside the decision.

The consultation explains its rationale for proposing that the court has this discretion, by stressing the need for speed and proportionality. Many cases should be sufficiently straightforward for *ex parte* determination, promoting swift recognition and enforcement. The discretion will only need to be exercised to manage risk where the Convention's gateway conditions or refusal grounds are genuinely in play, ensuring fairness without turning registration into a default two-party mini-trial.

Invocation: A Practical Divergence With Material Consequences

A critical point of divergence concerns invocation and the use of a settlement agreement to show that a claim or issue has already been resolved.

Similar to the Singapore system, the UK consultation envisions that once a settlement agreement is registered, it is treated like a court order for recognition and enforcement purposes. However, registration is the mandatory gateway for both enforcement and invocation, and a mediated settlement agreement cannot be invoked in other proceedings unless it has first been registered, which may, compared to the approach under the Singapore Act, be considered an unnecessary additional procedural hurdle.

By contrast, the Singapore Act offers two routes: (i) recording the agreement as a High Court order or (ii) direct invocation in existing proceedings without any preliminary recording step. This dual-track model, allowing either recording or direct invocation, reduces procedural friction and avoids the risk of urgent satellite litigation.

Scope, Evidence and Definitions

The UK proposal adheres closely to the Convention text on scope, international character, exclusions and evidentiary requirements. It adds no domestic gloss to terms such as: "commercial dispute", "mediation", "results from mediation" or "place of business", nor does it attempt to specify what counts as "other evidence" under Article 4(b)(iv). Instead, the UK favours judicial development, supported by existing conflict-of-laws rules where the agreement is silent on applicable law.

The Singapore Act similarly reflects a light-touch approach but includes helpful statutory definitions of "mediation" and "settlement agreement," while expressly recognising electronic signatures and documents. It also permits "any other evidence acceptable to the court" to demonstrate that an agreement resulted from mediation, but this has not generated rigidity; instead, they have provided useful clarity without departing from the Convention's substance.

Grounds for Refusal: Alignment with Article 5

If the UK adopts its proposals, both jurisdictions will leave courts to determine: (i) what constitutes a "serious breach" of mediator standards; (ii) the causal connection between non-disclosure and party consent; and (iii) the materiality threshold required to engage Article 5. Singapore's experience indicates that these grounds are rarely invoked in practice but function as an essential safety valve that has not disrupted mediation practice.

Challenge Mechanisms and Procedural Economy

When it comes to how registrations should be challenged, Singapore utilises a hybrid approach, with a statutory set-aside route where the order was made *ex parte*, and ordinary appellate routes where a respondent has already been heard. This preserves procedural economy, respects a

respondent's right to be heard and aligns with familiar practices under the New York Convention and judgment-registration regimes.

The UK consultation proposes two options. The first option reflects the Singapore approach of a hybrid model with the second option being a universal set-aside system. The UK's hybrid option would mirror the Singapore structure and provides significant flexibility over a set-aside model, as well as mirroring established practice for arbitral awards and foreign judgments.

Intra-UK Enforcement: A Distinct Structural Choice

The UK consultation proposes that an agreement registered in one UK jurisdiction would not be automatically enforceable in another. A fresh registration would be required in each UK jurisdiction. This mirrors the PIL treatment of foreign judgments and New York Convention awards and respects devolved competence over civil procedure.

While this approach is structurally conventional, it is less efficient, when enforcement is anticipated across multiple UK jurisdictions.

Lessons and Conclusion: Focus on Invocation and Challenge Routes

On invocation and challenge mechanisms, the UK has much to gain from adopting Singapore's approach. Singapore's system is more agile, more economical and more tailored to the realities of international dispute resolution, while fully preserving the Convention's safeguards, than some of the proposals in the consultation. By incorporating these refinements, the UK can implement the Convention in a way that promotes efficiency, reduces procedural friction and reinforces London's position as a premier global disputes hub.