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23. MEDIATION AND APPROPRIATE DISPUTE RESOLUTION

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I. Introduction

23.1 This chapter on mediation and appropriate dispute resolution ("ADR") is drafted to complement the Singapore courts' continuing encouragement of the proactive pursuit of non-litigious forms of dispute resolution. In the mediation and ADR chapters from the 2022 and 2024 issues of the *Singapore Academy of Law Annual Review of Singapore Cases*[2] ("*SAL Ann Rev*"), we observed that the General Division of the High Court ("General Division") had, in multiple published judgments, called for disputing parties to pursue mediation. The same has been observed this year.

1 The authors would like to thank Claris Yeo Sze Hwee for her research assistance.

2 Nadja Alexander & Shouyu Chong, "Mediation and Appropriate Dispute Resolution" (2022) 23 SAL Ann Rev 670 and Nadja Alexander, Shouyu Chong & Sarah Lim Hui Feng, "Mediation and Appropriate Dispute Resolution" (2024) 25 SAL Ann Rev 704.

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23.2 Mediation has historically been highly encouraged in family law disputes. In *WZF v WZG*,[3] Mohamed Faizal JC, declining to depart from the normal order for joint custody, highlighted that:[4]

> The court's approach to joint custody is not just a practical one, but a judicial expression of the salutary reminder that while the marriage may have come to an end, the life of the child continues to endure and therefore the parties are to work together and continue to be jointly responsible for the well-being and upbringing of such child … In order to help the parties resolve such conflicts, it is not uncommon for courts to order or to advise the parties to go through counselling and mediation which will enable them to 'gain better insights into [the child's] needs and to strengthen their parenting abilities' … This is also aligned with the court's approach to therapeutic justice which flows from the understanding that it is the parents themselves (rather than the courts) who are best placed to make parenting decisions and that they should therefore work together to reduce conflict …

23.3 Mediation was also encouraged in a family dispute that took on property law dimensions. In *Lee Say Yng v Lee Cheng Mui*,[5] one sibling sued another in court, claiming that the latter had committed trespass by ouster in refusing to let him move into the property that was owned by both of them as tenants-in-common.[6] Alex Wong JC had urged the parties to attempt amicable resolution but they did not do so;[7] he had the following comments about the nature of the family decisions that give rise to family disputes:[8]

> Unlike most commercial decisions, family decisions tend to be made for reasons that do not have a logical commercial objective, and they are seldom made in anticipation of a dispute many years later. When those disputes occur, parties in a family dispute try to shoehorn decisions made many years ago into a legal matrix that was not considered at the time. It is seldom a good fit. That is why the court is not always best placed to resolve family disputes. The court makes decisions based on narrow issues of law and the facts specific to those issues. The court cannot resolve the years and sometimes decades worth of baggage between family members.

23.4 *Terrence Fernandez v Tan Aik Hong Thomas*[9] was a defamation case concerning statements made at a country club's extraordinary general meeting. Choo Han Teck J, after allowing an appeal concerning the District Court's jurisdictional limits and remitting the case to the

3 [2025] 3 SLR 1219.
4 *WZF v WZG* [2025] 3 SLR 1219 at [17].
5 [2025] SGHC 126.
6 *Lee Say Yng v Lee Cheng Mui* [2025] SGHC 126 at [1], [5] and [28].
7 *Lee Say Yng v Lee Cheng Mui* [2025] SGHC 126 at [4].
8 *Lee Say Yng v Lee Cheng Mui* [2025] SGHC 126 at [3].
9 [2025] 5 SLR 124.

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trial judge to deal with the merits, highlighted that mediation could help the parties avoid an expensive and relationship-damaging outcome when he noted ironically that:[10]

> The Claimant is the managing partner of a company called 'The Good Negotiation Company' and he is an accredited mediator with the Singapore Mediation Centre. He may yet realise that this is a suitable case to negotiate and mediate an amicable end to this dispute between him and the Defendant, rather than to continue with what will likely be a long, expensive and difficult process before one knocks the other out.

23.5 It is heartening to observe not only that Singapore courts have been more encouraging of mediation,[11] but also that Singapore law has evolved over the last decade to facilitate mediation and ADR,[12] all of which is in line with the trends observed[13] in industry and practice recognising high user satisfaction levels with mediation for commercial and investor-state disputes.[14] This is reflected in a noteworthy academic article written by Mohamed Faizal J (in an extrajudicial capacity) for the *Singapore Academy of Law Journal*,[15] in which he comprehensively examined the normative state of Singapore's integrated disputes ecosystem and observed that:[16]

> Singapore … built a justice ecosystem where litigation, mediation, arbitration, neutral evaluation, and hybrid pathways coexist as equal citizens. … Singapore had to reckon with its own reverence for adjudication, with the economic interests of a legal profession built around courtcraft, and with a public accustomed to equating justice with judicial pronouncement. … But leadership

10 *Terrence Fernandez v Tan Aik Hong Thomas* [2025] 5 SLR 124 at [19].

11 Mohamed Faizal Mohamed Abdul Kadir, "From Sander's Dream to Singapore's Reality: The Evolution of Multi-Door Justice" (2026) 38 SAcLJ 520 at paras 31 and 33.

12 Mohamed Faizal Mohamed Abdul Kadir, "From Sander's Dream to Singapore's Reality: The Evolution of Multi-Door Justice' (2026) 38 SAcLJ 520 at paras 43–46.

13 See Nadja Alexander *et al*, "SIDRA International Dispute Resolution Survey: 2024 Final Report", *Singapore Management University, Singapore International Dispute Resolution Academy* (2024) <https://sidra.smu.edu.sg/sites/sidra.smu.edu.sg/files/survey-2024/SIDRA_Final_Report_2024.pdf> (accessed 15 October 2026) at pp 35–52 and 64–83.

14 Singapore Management University Corporate Communications team, "Global Survey Found International Commercial Mediation to Garner the Highest Satisfaction Levels Across Dispute Resolution Mechanisms; Mediation and Hybrid Procedures Are Also Gaining Traction for Investor-State Dispute Settlement", *Singapore Management University* (28 August 2024) <https://news.smu.edu.sg/news/2024/08/28/global-survey-found-international-commercial-mediation-garner-highest-satisfaction> (accessed 15 October 2026).

15 Mohamed Faizal Mohamed Abdul Kadir, "From Sander's Dream to Singapore's Reality: The Evolution of Multi-Door Justice" (2026) 38 SAcLJ 520.

16 Mohamed Faizal Mohamed Abdul Kadir, "From Sander's Dream to Singapore's Reality: The Evolution of Multi-Door Justice" (2026) 38 SAcLJ 520 at para 89.

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> mattered. The Judiciary led by example. The state supported those initiatives and legislated with purpose. Institutions were created not to dilute justice, but to deepen it, and to democratise access. Concerns about confidentiality, enforceability, and professional standards were resolved through careful design, accreditation regimes, and visible success stories. A culture of appropriate dispute resolution was seeded, and took root.

23.6 The objective of this chapter, like in previous issues of the *SAL Ann Rev*, is to inform readers about the evolving legal landscape of mediation and ADR in Singapore. For the 2025 issue of the *SAL Ann Rev*, this chapter offers a review of cases in four categories.

23.7 First, this chapter examines three cases on the enforcement of mediation or ADR agreements. Next, this chapter examines three cases on the enforcement of negotiated and/or (mediated) settlement agreements. In this chapter, negotiated settlement agreements are examined similarly to mediated settlement agreements, bearing in mind the observation by Andrew Phang Boon Leong JA that "parties' negotiations with a view to a settlement also happen on platforms that 'effectively [take] the place of a mediation'".[17] Third, this chapter reviews two cases which address issues in mediation and ADR practice and ethics. Finally, this chapter considers four cases that deal with mediation and ADR in a civil procedure context.

23.8 Some of these cases may be examined in other chapters of this year's issue of the *SAL Ann Rev*, as they may deal with legal issues beyond mediation. This chapter will focus on mediation and ADR-related issues only.

17 *LVM Law Chambers LLC v Wan Hoe Keet* [2020] 1 SLR 1083 at [28], citing *Ian West Indoor and Outdoor Services Pty Ltd v Australian Posters Pty Ltd* [2011] VSC 287 at [25].

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Category	Focus of review comments	Case
Mediation agreements	Scope of mediation agreement	*Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849
	Enforcement of Singapore Mediation Centre agreement	*Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236
	Enforcing mediation and ADR provisions as preconditions to arbitration	*DRO v DRP* [2026] 3 SLR 1012
Recognition and enforcement of (mediated) settlement agreements	Recognition of settlement agreements	*Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 *CIX v DGN* [2025] 1 SLR 272
	Enforcement of settlement agreements	*WVH v WVG* [2025] SGHCF 22
Mediation, ADR practice and ethics	Solicitors may not contract for priority rights over a client's settlement proceeds.	*Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933
	Solicitors must confirm client consent before settling court cases and disbursing settlement proceeds, and may not unduly rely on a third party to convey such consent.	*Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700

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Mediation and ADR in a civil procedure context	Certain strategic actions taken to avoid derailing global settlement negotiations may possibly constitute good reason for a court to extend the validity of an originating application.	*Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505
	Some circumstances in which a court will not exercise its power to order parties to attempt amicable resolution.	*Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55
	Parties may bring separate claims arising from the same factual matrix before both the Employment Claims Tribunals as well as a civil court, and may also cite advice from a mediator to satisfy the *bona fide* requirement in the extended doctrine of *res judicata* analysis.	*Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477
	Participating in mediation would not bar a defendant from subsequently relying on a limitation defence.	*Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109

II. Enforcing mediation agreements

23.9 The enforcement of mediation agreements (also referred to as agreements to mediate) and provisions to proceed to ADR forums before litigation or arbitration is an issue of procedural importance. Disputants may rely on enforceable mediation or ADR provisions to compel counterparties to comply with them, therefore affecting the trajectory of litigation and arbitration timelines. In this year's review, we examine the following three cases which relate to the enforcement of mediation agreements and provisions to proceed to ADR forums.

23.10 In *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP*,[18] the Court of Appeal ruled on matters in relation to the scope of a bespoke Singapore Mediation Centre ("SMC")-Singapore International Arbitration Centre ("SIAC") mediation-arbitration ("Med-Arb") clause

18 [2025] 1 SLR 849.

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in a solicitor–client contract. In *Finaport Pte Ltd v Techteryx Ltd*,[19] the Appellate Division of the High Court ("Appellate Division") granted an anti-suit injunction to enforce an SMC mediation agreement against a non-party to a disputed contractual arrangement, in a complex cross-border dispute over financial investments made through trust structures spread across different jurisdictions. In *DRO v DRP*,[20] the General Division had to determine if an arbitral tribunal may take jurisdiction over the parties' dispute where an alleged precondition to arbitration (to subject the dispute to appropriate dispute resolution mechanisms) is not complied with.

A. Scope of Singapore Mediation Centre-Singapore International Arbitration Centre mediation-arbitration clause

23.11 In *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP*,[21] the disputants were a client, Clarence Lun Yaodong ("Mr Lun"), and his solicitors' law firm, Dentons Rodyk & Davidson LLP ("Dentons"), who were essentially in dispute over the payment of solicitor fees.[22] The parties had agreed to the following Med-Arb dispute resolution provision contained in cl 42 of Dentons's Terms of Business (which was incorporated by reference into their Letter of Engagement with Mr Lun):[23]

> Except for disputes concerning the amount or non-payment of part or all of our bills, any dispute arising out of or in connection with this engagement, including any question regarding its existence, validity or termination, shall be referred to mediation at the Singapore Mediation Centre. If the dispute cannot be resolved within 3 months of its reference to mediation, then either party may refer the dispute to arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ('SIAC Rules') applicable at the date of reference.

23.12 Dentons applied to court to have its bill of costs assessed, and the application was filed on a "by-consent"[24] basis.[25] However, Mr Lun subsequently averred that those proceedings should be stayed in favour of arbitration, on the basis of the Med-Arb provisions.[26] He argued that

19 [2025] 1 SLR 1236.
20 [2026] 3 SLR 1012.
21 [2025] 1 SLR 849.
22 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [2].
23 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [2].
24 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [2].
25 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [2].
26 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [2].

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since he was also disputing the validity[27] of the Letter of Engagement, which is subject to the Med-Arb provisions, the court should stay its proceedings.[28]

23.13 The Court of Appeal disagreed with Mr Lun's arguments and dismissed his objections to having the dispute heard in court.[29] Sundaresh Menon CJ observed that the court must construe the precise provisions and scope of the Med-Arb clause when enforcing it.[30] When construing dispute resolution provisions, Menon CJ ruled that the courts had to give effect to the substance of the provision over its form.[31] Bare assertions by an applicant relying on the Med-Arb provision that a part of the dispute falls within the scope of that clause do not "inexorably and automatically"[32] warrant that a stay of proceedings be granted by the courts. When assessing if a disputed issue falls within the scope of a particular disputes provision, the courts will apply "a practical and common-sense inquiry in relation to any reasonably substantial issue that is not merely peripherally or tangentially connected to the dispute in the court proceedings".[33] If resolution of the dispute at hand in court does not in substance overlap with any of the essential elements of the dispute that the parties have defined in their dispute provisions to be submitted to arbitration or mediation, that dispute at hand falls outside the scope of the dispute provisions.[34]

23.14 Furthermore, Menon CJ cautioned against a categorical application of the "one-stop shop" presumption,[35] which operates on the generalisation that disputants, "as rational businessmen, are likely to

27 See *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [15] and [21].
28 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [2] and [22].
29 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [64].
30 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [4].
31 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [29], citing *Riverrock Securities Ltd v International Bank of St Petersburg (Joint Stock Co)* [2021] 2 All ER (Comm) 1121 at [64], *per* Foxton J.
32 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [30].
33 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [30], citing *Tomolugen Holdings Ltd v Silica Investors Ltd* [2016] 1 SLR 373 at [113]. The Court of Appeal also favourably considered authorities on this point from the UK Supreme Court (see *Republic of Mozambique v Privinvest Shipbuilding SAL (Holding)* [2023] Bus LR 1359; [2023] UKSC 32 at [75]) and the Judicial Committee of the Privy Council (see *FamilyMart China Holding Co Ltd v Ting Chuan (Cayman Islands) Holding Corp* [2024] Bus LR 190; [2023] UKPC 33 at [61]).
34 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [30].
35 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [31], citing *Fiona Trust & Holding Corp v Privalov* [2007] Bus LR 1719; [2008] 1 Lloyd's Rep 254, *per* Lord Hoffmann.

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have intended any dispute arising out of the relationship into which they have entered or purported to enter to be decided by the same tribunal",[36] when assessing the scope of Med-Arb provisions. The Court of Appeal firmly ruled that such categorical presumptions "cannot be applied indiscriminately".[37] The court emphasised that it should prioritise party autonomy, which may be discerned from the nuances of how each dispute provision is drafted:[38]

> [T]he *objective* risk of forum fragmentation is a *neutral factor* in the analysis of whether a dispute falls within the scope of an arbitration agreement, because what actually matters is *whether the parties did or did not intend the fragmentation*. [emphasis in original]

23.15 The Court of Appeal noted that Mr Lun's dispute over the validity of the Letter of Engagement may be heard independently from his dispute with Dentons over their solicitor fees.[39] The court therefore found that the parties' dispute in court over the solicitor fees should not be stayed, because "the determination of the validity of the [Letter of Engagement] is not an 'essential element' of resolving the dispute over the quantum of Dentons' fees".[40] The court further noted:[41]

> If Mr Lun is desirous of pursuing the issue of the alleged invalidity of the [Letter of Engagement], he is at liberty to do so within the terms of the parties' agreement under cl 42 of Dentons' Terms of Business, by initiating a claim to this end and seeking what remedies may be available to him if he were to succeed in his claim. This might include, for example, the repayment of any sums(s) that he may have paid to Dentons by that time.

23.16 Construing the Med-Arb provisions, the court also found that the expressly and specifically drafted carve out for "disputes concerning the amount or non-payment of part or all of [Dentons's] bills"[42] is clearly indicative of the parties' intentions.[43] Although enforcing the carve out would lead to an inconvenient fragmentation of the dispute, the court will enforce the provisions as is, since this was "precisely what they intended".[44]

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36 *Fiona Trust & Holding Corp v Privalov* [2007] Bus LR 1719; [2008] 1 Lloyd's Rep 254 at [13].
37 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [31].
38 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [31], favourably considering *Asiana Airlines, Inc v Gate Gourmet Korea Co, Ltd* [2024] 2 SLR 279 at [88].
39 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [37].
40 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [37].
41 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [38].
42 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [3].
43 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [39].
44 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [39].

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23.17 Finally, it is noteworthy that the Court of Appeal briefly considered in *obiter* whether the courts have exclusive subject-matter jurisdiction to rule on disputes over solicitor's fees, through the standard taxation or assessment of costs procedure.[45] However, since this issue was not fully pursued by the parties,[46] the court declined to make any observations on whether "the court's supervisory jurisdiction over solicitors [may] be subordinated to the private interests of the parties [through a Med-Arb provision]".[47]

23.18 This case is significant as it is the first reported judgment from the Court of Appeal where an SMC-SIAC Med-Arb provision was the subject of litigation.[48] Whilst the court's discussions on discerning the scope of the Med-Arb provision relied heavily on precedents for the enforcement of arbitration agreements under the Arbitration Act 2001,[49] it is suggested that this judgment may be broadly considered in the context of construing and enforcing bespoke Med-Arb provisions. When parties include a Med-Arb provision in their contract, they should bear this judgment in mind: nuanced and meticulous drafting is essential when defining the scope of the parties' disputes provisions.

23.19 Furthermore, this judgment invites a deeper discussion on the suitability of Med-Arb provisions that are drafted or incorporated into solicitor-client contracts. Such a discussion should be considered alongside the issue of whether consumer protection laws in Singapore ought to be reformed to recognise any unfairness which may result from mandatorily compelling consumers to proceed to arbitration.[50] Recently, the English Court of Appeal ruled that advocate-client contracts (and, by extension, solicitor-client contracts) are consumer contracts, subject to protections under the Consumer Rights Act 2015.[51]

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45 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [53]–[63].

46 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [63].

47 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [62].

48 It is also notable that the High Court had, in *Heartronics Corp v EPI Life Pte Ltd* [2017] SGHCR 17, indirectly confirmed that such provisions are enforceable.

49 2020 Rev Ed s 6.

50 As a comparison, the provisions under the UK Consumer Rights Act 2015 (c 15) (UK) ("CRA") would invalidate arbitration agreements which exclude the courts' authority to supervise or review the arbitrator's decision in consumer contracts for unfairness (*per* Edwin Peel, *Treitel on the Law of Contract* (Sweet & Maxwell, 16th Ed, 2025) at para 7-114): see Schedule 2, Pt 1, para 20 of the CRA, which provides that terms "requiring the consumer to take disputes exclusively to arbitration not covered by legal provisions" are unfair. Furthermore, s 91 of the UK Arbitration Act 1996 (c 23) (UK) and Art 3 of the Unfair Arbitration Agreements (Specified Amounts) Order 1999 (SI 1999 No 2167) (UK) provide that any arbitration agreement in a consumer contract that applies to a dispute less than £5,000 is to be deemed unfair.

51 c 15 (UK). *Glaser v Atay* [2025] 1 WLR 1627; [2024] EWCA Civ 1111.

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Mandatory arbitration agreements found in consumer contracts (including advocate-client and solicitor-client contracts) in the UK which exclude the courts' authority to supervise or review the arbitrator's decision may be considered unfair under the Consumer Rights Act 2015,[52] and therefore void.[53] If Singapore's Consumer Protection (Fair Trading) Act 2003[54] were to follow in the footsteps of the 2015 UK reforms in consumer protection, mandatory Med-Arb provisions may prove unsuitable for solicitor-client and other consumer-type contracts in Singapore.

B. Enforcement of Singapore Mediation Centre mediation agreement

23.20 *Finaport Pte Ltd v Techteryx Ltd*[55] was a complex cross-border dispute over the holding and investment of digital currencies, involving parties that were incorporated in Singapore, Hong Kong and the British Virgin Islands ("BVI"). Whilst there were several interesting private international law questions raised at litigation, this chapter will focus on the issue of enforcing mediation and ADR provisions by the disputants who are based in different jurisdictions.

23.21 Essentially, First Digital Trust Ltd ("FDT") (incorporated in Hong Kong) owed trust obligations to Techteryx Ltd ("Techteryx") (incorporated in the BVI), because Techteryx had appointed FDT to act as a custodian over some bank accounts, to hold on trust for the benefit of Techteryx.[56] This arrangement was contained in a chain of contractual documents, which on the whole was governed by Hong Kong law and contained jurisdiction clauses providing for the submission of jurisdiction to the Hong Kong courts.

23.22 In furtherance of its obligations to act as custodian, FDT concluded a contract with Finaport Pte Ltd ("Finaport") (incorporated in Singapore), appointing Finaport to act as an investment manager.[57] In this agreement, the parties had included the following dispute provisions:[58]

52 c 15 (UK).
53 CRA Schedule 2, Pt 1, para 20. See also Edwin Peel, *Treitel on the Law of Contract* (Sweet & Maxwell, 16th Ed, 2025) at para 7-114).
54 2020 Rev Ed.
55 [2025] 1 SLR 1236.
56 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [6].
57 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [7].
58 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [7]–[8].

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> [Clause 24.2]
>
> In the event of any dissatisfaction or dispute, the Client [FDT] shall first lodge a formal written feedback or complaint with the Investment Manager [Finaport] addressed to its Compliance Department. The Investment Manager shall respond to a feedback or complaint within 5 working days.
>
> [Clause 24.3]
>
> Parties shall first attempt to settle any complaint or dispute relating to or in connection with this Agreement including any question regarding its existence, validity or termination or an alleged breach thereof by negotiation. If the Parties do not meet or the dispute cannot be settled through negotiation within 30 days from the date of notice for a meeting issued by a Party to the other Party, then any one Party may take step [*sic*] to refer the dispute for mediation at the Singapore Mediation Centre ('SMC'). In the event the dispute is not settled by mediation for whatever reason(s) within 90 days from the date the dispute is referred to the SMC, any Party may then refer the dispute for final resolution by litigation in the Courts. Parties hereby submit to the non-exclusive jurisdiction of the Singapore Courts.

23.23 The trust money in the bank account was allegedly misused, in breach of trust. Techteryx wished to enforce its rights over the trust moneys held by FDT against Finaport.[59] By law, only FDT may enforce this right against Finaport, as FDT holds the legal title to this property. If Techteryx wished to pursue a case against Finaport by bypassing FDT, it would need to apply the Vandepitte procedure.[60] Techteryx relied on the Hong Kong jurisdiction agreement it concluded with FDT to file a claim against FDT and Finaport.[61] Finaport objected to the jurisdiction of the Hong Kong courts, and filed for a declaration as such in Hong Kong.[62] Furthermore, Finaport applied for an anti-suit injunction in Singapore,

59 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [10].

60 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [13], citing *Vandepitte v Preferred Accident Insurance Corp of New York* [1933] AC 70. See Graham Virgo, *The Principles of Equity and Trusts* (Oxford University Press, 5th Ed, 2020) at pp 340–341, where Prof Virgo explained that the Vandepitte procedure is a technical procedure applied in trust proceedings:

> The trustee has a direct claim against [tortfeasors who interfere with trust property], although any damages recovered will be held on trust for the beneficiary. If the trustee refuses to sue the tortfeasor, the beneficiary could sue the trustee for breach of trust, or sue the tortfeasor himself, but only by making the trustee a party to the proceedings to establish the interference with a legal proprietary right as part of the cause of action. This ability to name the trustee as a defendant to enable the beneficiary to bring proceedings against a third party is known as the '*Vandepitte* procedure' and its application is not confined to tort claims, but has been recognized as regards claims for losses sustained by the beneficiaries consequent upon a third party breaching a contract with the trustee.

61 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [13].

62 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [14].

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relying on its purported right to enforce the SMC mediation and ADR provisions it concluded with FDT, among several other arguments.[63]

23.24 The Appellate Division ruled that if Techteryx were to apply the Vandepitte procedure to file a claim against Finaport (bypassing the trustee FDT) in the Hong Kong courts, it would be bound to comply with the dispute resolution provisions concluded between Finaport and FDT.[64] Since it was FDT's rights that were being enforced by Techteryx through the Vandepitte procedure, Techteryx must be restrained by any terms which may restrict FDT's cause of action against Finaport. If FDT were bound by the SMC mediation and ADR provisions in its contract with Finaport, the courts will not allow Techteryx to breach those obligations.[65] Kannan Ramesh JAD ruled that the court could enforce the right of Finaport to ensure that FDT (and Techteryx, if the Vandepitte procedure were applied) complied with the mediation and ADR provisions in Singapore with a contractual anti-suit injunction.[66] The court therefore framed the anti-suit injunction as follows:[67]

> An injunction is granted restraining [Techteryx] from commencing, pursuing and/or continuing any proceeding against [Finaport] arising out of or in connection with a dispute under the [agreement] between [Finaport] and [FDT] prior to the satisfaction of the pre-conditions to litigation stipulated in cl 24.3 of that agreement. There shall be liberty to apply.

23.25 This is a significant decision for the enforcement of mediation agreements. First, this is, to date, the only reported case in Singapore where an SMC mediation agreement was enforced through the granting of a contractual anti-suit injunction.[68] The courts in Singapore have also recently enforced mediation and ADR provisions through an order for a stay of court or arbitral proceedings,[69] and an order for specific performance of that mediation and ADR provision.[70]

23.26 Second, the Appellate Division has developed a new rule for non-parties subject to dispute resolution provisions. Specifically, this rule operates when the non-party (C) is a beneficiary to a trust, and the trustee (B) forms a contract with the party (A) dealing with trust assets and associated interests and rights. This rule applies when B refuses or fails to act in its capacity as a trustee (and holder of the legal title to the

63 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [15]–[16].
64 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [46].
65 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [46].
66 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [46] and [52]–[54].
67 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [53].
68 See *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [39]–[54].
69 See *EXXA Network Pte Ltd v SQ2 Fintech Pte Ltd* [2021] SGHCR 9.
70 *Maxx Engineering Works Pte Ltd v PQ Builders Pte Ltd* [2024] 3 SLR 715.

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trust assets and associated interests and rights) to exercise its right to sue A,[71] on the occasion where it must do so as part of its trust duties.[72] As there is a default of trust duties, C may apply to court to invoke the Vandepitte procedure, which allows it to file a claim against A in the name of B, the trustee, who would be joined as a defendant in the claim.[73]

23.27 As explained by Ramesh JAD, this is an application of:[74]

> … truncating the beneficiary's quest for relief by coalescing two distinct causes of action into one process – first, a beneficiary's breach of trust action against a trustee who, in default of duty, refuses to exercise a right to sue which the trustee alone holds the legal title to, and secondly, the trustee's action against the [wrongdoer] …

23.28 The court further emphasised that the substantive cause of action undertaken by Techteryx against Finaport would remain exactly the same as FDT's against Finaport.[75] In this way, this situation is distinguishable from cases where third party assignees or subrogees may be bound by such dispute resolution provisions, since the Vandepitte procedure *does not transfer* a trustee's right to sue to the beneficiary in the same manner.[76] This rule applies to restrict Techteryx's ability to pursue a claim against Finaport in court, and may be enforced extraterritorially in parallel proceedings. The Appellate Division opined that if Techteryx were to resort to the Vandepitte procedure in Hong Kong, it had to be bound by the dispute resolution provisions that FDT was subject to, in relation to its contract with Finaport.[77] Finaport may enforce the dispute resolution provision against Techteryx through a contractual anti-suit injunction in parallel proceedings in jurisdictions outside of Hong Kong.[78]

23.29 When it comes to enforcing mediation and ADR provisions in international commercial contracts, the law in many jurisdictions,

71 According to Prof Virgo in Graham Virgo, *The Principles of Equity and Trusts* (Oxford University Press, 4th Ed, 2020) at pp 340–341:

> If the trustee refuses to sue the tortfeasor, the beneficiary could sue the trustee for breach of trust, or sue the tortfeasor themselves, but only by making the trustee a party to the proceedings to establish the interference with a legal proprietary right as part of the cause of action.

72 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [40].
73 See the discussion in *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [40]–[47].
74 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [40].
75 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [45].
76 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [45].
77 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [46].
78 *Finaport Pte Ltd v Techteryx Ltd* [2025] 1 SLR 1236 at [39]–[54].

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including Singapore, will facilitate the enforcement of such provisions.[79] Yet, the law on how those provisions may be enforced against non-parties to the contract remains fluid and developing.[80] The decision in *Finaport Pte Ltd v Techteryx Ltd*[81] is a noteworthy development in this regard.

C. Enforcing mediation and appropriate dispute resolution provisions as preconditions to arbitration

23.30 In *DRO v DRP*,[82] the respondent had commenced arbitration proceedings against the applicant[83] over a contract that contained the following dispute provisions:[84]

> **Clause 25: Applicable Law and Arbitration**
>
> 25.1 All disputes … which cannot be settled amicably shall be finally settled by arbitration in accordance with UNCITRAL Arbitration Rules …
>
> 25.2 All service of notice relating to the arbitration shall be deemed to be duly served by personal delivery, courier or prepaid registered at the last known address of the PARTIES.
>
> 25.3 There shall be three (3) arbitrators, one to be nominated by each of the PARTIES in dispute and the third arbitrator … to be selected by the two other arbitrators so nominated by the PARTIES in dispute as aforesaid. If the arbitrators cannot agree … then the Singapore International Arbitration Centre shall be the appointing authority.
>
> 25.4 The arbitration proceedings including the award shall take place in Singapore and the award of the arbitrators shall be final and binding upon the PARTIES.
>
> 25.5 The language to be used in the arbitration proceedings shall be English.
>
> 25.6 The validity, interpretation and implementation of this CONTRACT shall be governed by and construed in all respects in accordance with the laws of Singapore.
>
> 25.7 Notwithstanding the above, any dispute between the PARTIES shall, in first instance, be submitted by the PARTIES to their respective project management level for resolution, failing which the dispute shall then be referred to their respective senior management level.

79 Shouyu Chong, "Enforcing Mediation and ADR Agreements in International Construction Contracts: Transnational Principles and Comparative Perspectives", *The Society of Construction Law* Paper No 250 (July 2024).

80 See, *eg*, cases on derived rights and subrogation in relation to third parties: *Airbus SAS v Generali Italia SpA* [2019] Bus LR 2997; [2019] 4 All ER 745 at [95]–[97].

81 [2025] 1 SLR 1236.

82 [2026] 3 SLR 1012.

83 *DRO v DRP* [2026] 3 SLR 1012 at [1].

84 *DRO v DRP* [2026] 3 SLR 1012 at [19].

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23.31 The applicant had unsuccessfully challenged the arbitral tribunal's jurisdiction at arbitration.[85] It subsequently applied to the General Division, under s 10(3)(*a*) of the International Arbitration Act 1994,[86] to obtain a court declaration that the arbitral tribunal had no jurisdiction over the dispute, and alternatively, to set aside the tribunal's decision on their own jurisdiction.[87] Amongst the arguments submitted by the applicant, the most relevant one for this chapter's consideration is that the preconditions to arbitration were not satisfied.[88] The court had to decide if cl 25.7 above was a condition precedent to arbitration: if yes, the tribunal may not have jurisdiction unless that condition precedent is satisfied.[89]

23.32 Chua Lee Ming J ruled that cl 25.7 could not be construed as a condition precedent to arbitration.[90] First, the court noted that "clear words are necessary to create a condition precedent to the commencement of arbitration".[91] Second, Chua J considered the same line of cases[92] examined by the General Division in *CZQ v CZS*[93] ("*CZQ*"), and distinguished them from the specific provisions in cl 25.[94] Importantly, the court made the following observations, pointing out similarities between the case at hand and *CZQ*:[95]

> [T]he arbitration clause in the present case does not clearly state that the right to invoke arbitration under cl 25.1 is subject to compliance with cl 25.7. The present case is similar to *CZQ*. In *CZQ*, sub-cl 20.5 of the contract provided for amicable settlement and sub-cl 20.6 provided that '[u]nless settled amicably, any dispute shall be finally settled by international arbitration …'. The court concluded (at [12]) that sub-cl 20.5 was not a condition precedent to the commencement of arbitration under sub-cl 20.6. The court concluded (at [25]) that the only restriction on the commencement of arbitration under sub-cl 20.6

85 *DRO v DRP* [2026] 3 SLR 1012 at [1].
86 2020 Rev Ed.
87 *DRO v DRP* [2026] 3 SLR 1012 at [1].
88 *DRO v DRP* [2026] 3 SLR 1012 at [55]–[57] and [69]–[76].
89 Consider *CZQ v CZS* [2024] 3 SLR 111 (which was discussed in Nadja Alexander & Shouyu Chong, "Mediation and Appropriate Dispute Resolution" (2023) 24 SAL Ann Rev 718 at paras 23.14–23.20); and *Emirates Trading Agency LLC v Prime Mineral Exports Private Ltd* [2015] 1 WLR 1145; [2014] EWHC 2104 (Comm).
90 *DRO v DRP* [2026] 3 SLR 1012 at [76].
91 *DRO v DRP* [2026] 3 SLR 1012 at [69], citing *CZQ v CZS* [2024] 3 SLR 111 at [13].
92 Namely, *Emirates Trading Agency LLC v Prime Mineral Exports Private Ltd* [2015] 1 WLR 1145; [2014] EWHC 2104 (Comm); *Ohpen Operations UK Ltd v Invesco Fund Managers Ltd* [2019] EWHC 2246 (TCC); and *International Research Corp PLC v Lufthansa Systems Asia Pacific Ltd* [2014] 1 SLR 130.
93 [2024] 3 SLR 111 (which was discussed in Nadja Alexander & Shouyu Chong, "Mediation and Appropriate Dispute Resolution" (2023) 24 SAL Ann Rev 718 at paras 23.14–23.20).
94 *DRO v DRP* [2026] 3 SLR 1012 at [73]–[75].
95 *DRO v DRP* [2026] 3 SLR 1012 at [75].

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> was the term '[u]nless settled amicably' and sub-cl 20.6 did not mean '[u]nless settled amicably' *and* 'unless sub-cl 20.5 has been complied with'. [emphasis in original]

23.33 Because there was no express connection or reference made to cl 25.7 in the cl 25.1 arbitration provision, Chua J ruled that cl 25.7 cannot be construed as a condition precedent to arbitration, and the applicant thus failed in its bid to challenge the tribunal's jurisdiction.[96]

23.34 Whilst that should have sufficiently disposed of the applicant's application, the court made further observations about the nature of such preconditions: "In [the court's] view, a precondition to arbitration is a matter that goes to admissibility and not jurisdiction."[97] It is suggested that this ought to be carefully considered in light of Menon CJ's caution in *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP*[98] that categorical presumptions on the interpretation and application of Med-Arb-type provisions in commercial contracts "cannot be applied indiscriminately".[99] The enforcement of Med-Arb-type or negotiation-arbitration provisions should be underpinned by a *careful scrutiny of the parties' contractual provisions* in their disputes clause.

23.35 When determining whether a party's non-compliance with any preconditions to arbitration (including any obligations beforehand to proceed to mediation) would prevent an arbitral tribunal from being properly seised with jurisdiction, the so-called purported "jurisdiction-admissibility dichotomy"[100] which the court concerned itself with in this discussion is of limited assistance and risks being read categorically. The content of the "jurisdiction-admissibility dichotomy" discussion could mislead by inadvertently introducing a categorical presumption: that preconditions to arbitration cannot affect arbitral tribunal jurisdiction as they purportedly relate to whether the dispute is "admissible" at arbitration. Instead, the jurisdiction of an arbitral tribunal *should always be governed by the specific provisions made in the parties' disputes clause*, and careful scrutiny of that clause is necessary to determine if that tribunal may be seised with jurisdiction. As it was demonstrated in *DRO v DRP*,[101] the analysis may involve a contractual examination of whether the parties were indeed bound by a condition precedent to negotiate before arbitration; if they were not, the arbitral tribunal may take jurisdiction.

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96 *DRO v DRP* [2026] 3 SLR 1012 at [100(c)]–[100(d)].
97 *DRO v DRP* [2026] 3 SLR 1012 at [63].
98 [2025] 1 SLR 849. This case was discussed above at paras [23.11–23.19].
99 *Lun Yaodong Clarence v Dentons Rodyk & Davidson LLP* [2025] 1 SLR 849 at [31].
100 *DRO v DRP* [2026] 3 SLR 1012 at [64].
101 [2026] 3 SLR 1012.

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III. Recognition and enforcement of (mediated) settlement agreements

23.36 Although disputants normally comply with their negotiated settlements or mediated settlement agreements,[102] there will be some occasions where the parties proceed to further litigation. In this year's review, two cases on the recognition of (mediated) settlement agreements and one on the enforcement of (mediated) settlement agreements will be examined.

A. Recognition of settlement agreements

23.37 In *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)*,[103] the General Division was presented with a dispute where the claimant reached a settlement agreement with some of the co-defendants, but proceeded to trial with others. When assessing damages awarded against the defendants who did not settle, the court recognised and invoked the settlement in its assessment of the claim. In *CIX v DGN*,[104] the Court of Appeal dismissed an appeal where the parties had settled their dispute after the trial judgment was issued, but the appellant nonetheless persisted with the appeal instead of applying to discontinue or withdraw the appeal as a result of that settlement.

(1) Recognition of settlement terms in multi-party disputes where a co-defendant settles with claimant but other co-defendant(s) continue with litigation

23.38 In *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)*,[105] the claimant, Ka Shin Technologies (S) Pte Ltd ("KST"), was a victim of a fraudulent scheme orchestrated by its former marketing manager, Tan Kiat Lan ("Tan"), who had passed away after she was served court papers.[106] KST also sued other parties (including Integrated Power Solutions Pte Ltd ("IPS")) that it believed were parties to the fraudulent scheme as well.[107] It suffices

102 Shouyu Chong & Felix Steffek, "Enforcement of International Settlement Agreements Resulting From Mediation Under the Singapore Convention: Private International Law Issues in Perspective" (2019) 31 SAcLJ 448 at 451.
103 [2025] SGHC 160.
104 [2025] 1 SLR 272.
105 [2025] SGHC 160.
106 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [2].
107 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [2]–[3].

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for the discussion in this chapter to note that KST had entered into a settlement agreement with IPS on or around 29 October 2021,[108] and received a payment of $60,000.[109] Concurrently, KST pursued its claim against Tan's estate to completion at trial.

23.39 The General Division found that Tan had breached her employment duties to KST,[110] caused it losses through conspiracy by unlawful means (with IPS) on 27 occasions,[111] and unjustly enriched herself through the scheme.[112]

23.40 Chan Seng Onn SJ assessed KST's losses against Tan to be $27,955,[113] instead of the $874,179.42 initially claimed,[114] as KST had only proven its claims with respect to 27 transactions and had failed to do so for 209 transactions.[115] Since KST had filed a suit against Tan, IPS and several others jointly, and prior to this judgment had settled with IPS for $60,000, the court dismissed its claim against Tan's estate. Recognising that KST had concluded a settlement agreement with IPS, Chan SJ found that the settlement sum it received "far outstripped the value of its claim against [Tan's] [e]state for the same injury it had suffered through the Scheme".[116] Therefore, the court was inclined to avoid a case of double recovery of losses from IPS and Tan's estate, "[e]ven though, having found that [Tan] was in breach, the breach caused loss to KST, and [Tan] had caused the loss".[117]

108 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [135].
109 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [138].
110 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [91].
111 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [103].
112 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [123].
113 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [138].
114 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [14].
115 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [63].
116 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [138].
117 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased (Integrated Power Solutions Pte Ltd)* [2025] SGHC 160 at [139].

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23.41 It is of note that the Appellate Division affirmed the General Division's findings,[118] particularly on the matter of double recovery of losses.[119]

23.42 In disputes where the claimant reaches a settlement agreement with some of the co-defendants but proceeds to trial with others, the court may recognise and invoke the settlement agreement against the non-settled parties in its assessment of the part of the claim which goes to trial. In this case, if the claimant had considered that it might face difficulties in proving its losses with respect to all its transactions, it could potentially have conducted a cost-benefit analysis, recognised that its settlement with one co-defendant was adequate, and then opted to discontinue the proceedings against the rest of the co-defendants. By litigating the claim against the non-settled co-defendants, the claimant unfortunately ended up worse off as it could not obtain any damages from them, and would have incurred substantial legal costs in the trial process.

(2) Recognition of settlement agreement on confidential terms reached before appeal was heard

23.43 In *CIX v DGN*,[120] the parties were involved in a long drawn commercial dispute, in which an initial arbitration was commenced in June 2017.[121] The arbitral tribunal issued three partial awards between 2020 and 2023.[122] The appellant unsuccessfully applied to set aside the first[123] partial award and obtained a stay of proceedings in its application to set aside the third.[124] In parallel with the arbitration and related setting aside proceedings, the appellant had commenced an action in the Singapore courts, HC/S 885/2021, on 29 October 2021.[125] In May 2024, the General Division[126] dismissed the appellant's action, ruling that the action was an abuse of process,[127] and that the appellant had furthermore

118 The appeal was heard on 6 March 2026, and decided on 24 April 2026: see *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased* [2026] SGHC(A) 12.
119 *Ka Shin Technologies (S) Pte Ltd v The Estate of Tan Kiat Lan, deceased* [2026] SGHC(A) 12 at [54]–[58].
120 [2025] 1 SLR 272.
121 *CIX v DGN* [2025] 1 SLR 272 at [16].
122 See *CIX v DGN* [2025] 1 SLR 272 at [19] and [31].
123 *CIX v DGN* [2025] 1 SLR 272 at [21].
124 See *CIX v DGN* [2025] 1 SLR 272 at [32]: "That application was stayed on 28 February 2024: see *DJA v DJB* [2024] 5 SLR 815."
125 *CIX v DGN* [2025] 1 SLR 272 at [28].
126 *CIX v DGN* [2025] 3 SLR 639.
127 The appellant's claim was an abuse of process because they were essentially trying to lodge a collateral attack against the arbitral tribunal's decision: see *CIX v DGN* [2025] 3 SLR 639 at [48]–[92].

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failed to prove its case on the merits.[128] The appellant appealed against the General Division's decision.

23.44 Notably, in or around June 2024 (after the General Division dismissed HC/S 885/2021), the parties had concluded a settlement agreement.[129] Nonetheless, the appellant did not apply to discontinue or withdraw proceedings in light of the settlement, and persisted with the appeal, which was heard on 31 January 2025.[130] At the hearing, the appellant informed the court that the settlement agreement terms were confidential, and would not be disclosed to the court.[131] The court also learnt that the parallel arbitration proceedings were terminated by consent on 2 July 2024.[132]

23.45 The Court of Appeal dismissed the appeal, with indemnity costs awarded to the respondents.[133] The most noteworthy parts of the court's reasoning for the purposes of this chapter are found in their discussion of the effect the settlement agreement had on the appeal, as a form of egregious abuse of court process. Steven Chong JCA opined:[134]

> The Settlement made it clear beyond peradventure that the pursuit of the present appeal was an abuse of process. Through the Settlement, the [Appellant's] dispute … was 'amicably resolved'. Indeed, at the hearing before us, Mr Premaratne [the solicitor for the Appellant] accepted that … 'everything has been resolved'.

23.46 As the parties had arrived at a settlement agreement, that "completely undermined this claim".[135] The court opined that even if it were assumed that the appeal was still live:[136]

> [A]s the amount paid to (or by) the [appellant] under the Settlement [was confidential and] had not been disclosed, it was simply mathematically impossible to determine [the quantum of damages when assessing liability].

23.47 This case serves as a cautionary example for legal advisers and disputants, where the disputes at hand were resolved out of court before

128 *CIX v DGN* [2025] 3 SLR 639 at [93]–[159].
129 *CIX v DGN* [2025] 1 SLR 272 at [35].
130 *CIX v DGN* [2025] 1 SLR 272 at [5].
131 *CIX v DGN* [2025] 1 SLR 272 at [35].
132 *CIX v DGN* [2025] 1 SLR 272 at [35].
133 *CIX v DGN* [2025] 1 SLR 272 at [123].
134 *CIX v DGN* [2025] 1 SLR 272 at [113].
135 *CIX v DGN* [2025] 1 SLR 272 at [114].
136 *CIX v DGN* [2025] 1 SLR 272 at [115(a)].

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a scheduled trial court or appellate hearing. In the 2023 issue of the *SAL Ann Rev*,[137] we suggested that if the parties:[138]

> … conclude a settlement agreement before trial or another scheduled court hearing, they are obliged to inform the court expediently about it, and endeavour to file for the necessary orders (for example, a stay of proceedings, a withdrawal of proceedings, a discontinuance or other relevant order which has been embodied in the compromise) in good time.

23.48 These suggestions are particularly pertinent for this case as well. There will be indemnity cost consequences for disputants if they persist with a trial or appeal despite compromising their disputes before the respective court hearing.

B. Enforcement of settlement agreement

23.49 In *WVH v WVG*,[139] the General Division of the High Court (Family Division) ("Family Division") enforced the terms of a mediated settlement agreement, which resolved a family dispute over the care of a family member, that was not recorded as a consent order in court.

(1) Enforcement of mediated settlement agreement resolving family dispute

23.50 The Family Division in *WVH v WVG*[140] heard an appeal from a dispute over the appointment of deputies to protect the personal welfare, property and affairs of a senior citizen with dementia (referred to as "P").[141] Subsequent to the filing of their disputes in court[142] and before the appeal was heard, the parties had proceeded to mediation in an attempt to resolve their disputes amicably, to serve the greater benefit of caring for P.[143] After a two-day mediation, the parties concluded a mediated settlement agreement dated 12 June 2024, which would have set out the disposal and outcome of the appeal by consent.[144] The mediated settlement agreement consisted of two draft consent orders, which the

137 Nadja Alexander & Shouyu Chong, "Mediation and Appropriate Dispute Resolution" (2023) 24 SAL Ann Rev 718 at para 23.91.
138 Nadja Alexander & Shouyu Chong, "Mediation and Appropriate Dispute Resolution" (2023) 24 SAL Ann Rev 718 at para 23.91.
139 [2025] SGHCF 22.
140 [2025] SGHCF 22.
141 *WVH v WVG* [2025] SGHCF 22 at [1]–[2].
142 There were quite a number of applications, cross-applications and appeals filed by the parties: see *WVH v WVG* [2025] SGHCF 22 at [4]–[5].
143 *WVH v WVG* [2025] SGHCF 22 at [15].
144 *WVH v WVG* [2025] SGHCF 22 at [6].

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disputants' lawyers had signed and filed with the court on 2 July 2024.[145] The draft consent orders were awaiting the process of being extracted.

23.51 There were some other notable terms in the mediated settlement agreement:[146]

> **(A) PENDING P'S TRANSFER TO THE ALF (AS DEFINED AT PARAGRAPH 11 BELOW), THE PARTIES AGREE AS FOLLOWS:**
>
> …
>
> 11. The Parties agree that they will work towards persuading and easing P to stay in an Assisted Living Facility ('ALF').
>
> **(B) THE PARTIES AGREE THAT WHILE P IS STAYING IN THE ALF:**
>
> 12. The Parties agree that each of them will, to the best of his/her efforts, encourage and ease P to stay at the ALF where P will be taken care of by professionals and to participate in specially curated programmes to assist in his cognitive health focus[.]

23.52 However, the parties fell into dispute once again after the conclusion of the mediated settlement agreement. On 27 June 2024, when P was taken to an assisted living facility (in accordance with the terms of the settlement), further disagreements arose between the parties.[147] This caused one of them to withdraw their consent for the extraction of the draft consent order on 23 July 2024.[148]

23.53 The appeal was heard by Choo J. Examining the terms of the mediated settlement agreement, the court strongly urged the parties to comply with the terms of the settlement agreement,[149] as "the Settlement Agreement is a binding contract that ought to be enforced".[150] Choo J further noted that the court ought to interpret and enforce this particular mediated settlement agreement's terms in the best interests of P,[151] whose care and well-being was ultimately placed at the front and centre of this dispute. The court found that placing P in the care of an assisted living facility, in compliance with the settlement terms, was in their best interests.[152] However, because a party to the dispute encouraged

145 *WVH v WVG* [2025] SGHCF 22 at [6].
146 *WVH v WVG* [2025] SGHCF 22 at [17].
147 *WVH v WVG* [2025] SGHCF 22 at [7].
148 *WVH v WVG* [2025] SGHCF 22 at [7].
149 *WVH v WVG* [2025] SGHCF 22 at [22].
150 *WVH v WVG* [2025] SGHCF 22 at [18].
151 *WVH v WVG* [2025] SGHCF 22 at [19].
152 *WVH v WVG* [2025] SGHCF 22 at [21].

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P to "disregard medical advice and flout the rules of the Care Centre",[153] Choo J admonished them for not acting in P's best interest[154] and removed them as a co-deputy for managing P's affairs. The court was nonetheless sympathetic to the position of that removed party (finding that they "had P's interests at heart"),[155] and granted them reasonable access on specific terms to P at the assisted living facility.[156]

23.54 This case highlights the importance of empathy when construing and enforcing mediated settlement agreements in the family law context. Whilst it is important as a matter of law to treat mediated settlement agreement terms as enforceable contracts, justice may be better served as a matter of practice in the context of family disputes if the stakeholders involved have the best interests of the particular people who are front and centre of these disputes at heart. Judges who must preside over difficult familial disputes will do so with a keen understanding of the parties' personal perspectives. In an extrajudicial interview after his retirement from the bench, Choo J shared that he held these values close to him when presiding over Family Court cases: "[C]ompassion is the most important attribute … of every judge."[157]

IV. Mediation, ADR practice and ethics

23.55 In this section, two cases heard by the Court of 3 Judges ("C3J") are examined; both cases concerned lawyers who were representing (or claimed to be representing) migrant worker clients. First, this chapter reviews a case where a solicitor structured his retainer documents to give his firm priority rights over the client's settlement proceeds. Second, this chapter examines a case where a lawyer unduly relied upon a third party to convey instructions from purported clients to act for them in their court cases, and then proceeded to settle their claims and disburse most of their settlement moneys to the same third party, all without directly confirming the clients' authorisations and instructions.

153 *WVH v WVG* [2025] SGHCF 22 at [21].
154 *WVH v WVG* [2025] SGHCF 22 at [21].
155 *WVH v WVG* [2025] SGHCF 22 at [19].
156 *WVH v WVG* [2025] SGHCF 22 at [22].
157 Lydia Lam, "Retired Judge Choo Han Teck On Newfound Love of Pickleball, and the Moral Dilemmas Behind Court Decisions", *CNA* (14 March 2026) <https://www.channelnewsasia.com/today/up-close/up-close-retired-justice-choo-han-teck-high-court-judge-law-death-penalty-5973236> (accessed 16 October 2026).

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A. Solicitors may not contract for priority rights over a client's settlement proceeds

23.56 In *Law Society of Singapore v Chen Kok Siang Joseph*,[158] the C3J struck a lawyer off the roll of advocates and solicitors for, *inter alia*, his behaviour when dealing with his client's settlement agreement and the settlement proceeds, in particular, his structuring the client's Warrant to Act ("WTA") and Power of Attorney ("POA") to give his law firm priority over the client's settlement moneys. The C3J dealt with two separate applications against the solicitor in this case, but this chapter will focus only on C3J/OA 2/2024 ("OA 2"), as only that application was relevant to the scope of this chapter.

23.57 The client, Mr Jony Advaita Sarkar ("Mr Jony"), a Bangladeshi work permit holder and marine-trades worker, suffered neck and left pelvis injuries and hired the solicitor, Mr Joseph Chen Kok Siang ("Mr Chen"), who was the sole proprietor of the law firm M/s Joseph Chen & Co ("JCC"), to seek workplace injury compensation. Mr Jony executed the WTA appointing the law firm to act on his behalf, and a POA appointing the solicitor as the donee of the powers to manage his court case.[159] The court noted that the terms of the WTA allowed JCC's legal costs to be deducted from the claim's proceeds, in priority to any sums paid to Mr Jony.[160] The C3J also characterised the WTA and POA as documents that gave the respondent lawyer "complete control over the conduct of a claim and the application of any proceeds from the claim without requiring the prior consent of the client".[161]

23.58 Subsequently, the client returned to Bangladesh.[162] JCC subsequently filed Suit No. DC/DC 3323/2017 ("DC 3323") in 2017,[163] and settled the suit in 2018.[164] The settlement sum was paid into JCC's client account, then transferred into the office account, allegedly in satisfaction of the firm's legal costs.[165] JCC discontinued DC 3323 against one of the two defendants in January 2020.[166] The client only learnt of the settlement in November 2020, when he telephoned the law firm

158 [2025] 3 SLR 933.
159 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [7]–[8].
160 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [8].
161 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [96]; see also *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [98].
162 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [8].
163 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [5] and [9].
164 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [9].
165 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [10].
166 The claim was only discontinued against one defendant because that defendant had paid its share of the settlement sum, while the other had not paid: see *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [10].

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requesting an update.[167] He subsequently filed a complaint with the Law Society of Singapore ("Law Society") on 20 December 2020.[168]

23.59 A Disciplinary Tribunal ("DT") was constituted to hear the matter on 25 May 2022. The Law Society brought eleven charges against the solicitor.[169] This chapter will only cover the second to fourth and eighth to eleventh charges, as they are relevant to the issue of settlement. In brief, the charges[170] concerned three categories of behaviour:

> (a) the solicitor's failure to inform the client about the settlement and the unauthorised receipt and application of the settlement proceeds (*ie*, the second to fourth charges);[171]
>
> (b) the solicitor's failure to advise the client about the terms of the WTA and POA, especially how they prioritised the law firm's claims to the settlement proceeds (*ie*, the eighth charge);[172] and
>
> (c) the solicitor acquiring a financial interest in the outcome of DC 3323 by structuring the WTA and POA to accord his firm priority interest over the settlement proceeds (*ie*, the ninth to eleventh charges).[173]

23.60 The DT found that the charges discussed had been made out,[174] and the Law Society subsequently filed OA 2, thus bringing the case before the C3J.[175]

23.61 The solicitor's main defence before both the DT and the C3J was that someone had impersonated Mr Jony to lodge the Law Society complaint against him.[176] After this defence was rejected by the C3J,[177]

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167 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [10].
168 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [10].
169 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [15].
170 For a breakdown of the charges and the relevant rules of the Legal Profession (Professional Conduct) Rules 2015, see *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at Annex A; see also *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [60], [75], [91], [94] and [99].
171 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [16(b)] and [75].
172 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [16(e)], [91] and [94].
173 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [16(e)], [91] and [98].
174 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [22].
175 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [23].
176 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [50].
177 For the full details of the court's decision to reject the impersonation defence, which mainly concerned issues of evidence and burden of proof, see *Law Society of*

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the DT's convictions were left standing because the solicitor did not make other detailed submissions on why the DT was wrong to find him guilty.[178] The court nevertheless added some extensive observations on the findings of the DT.[179]

23.62 The C3J agreed that the second to fourth charges, concerning the solicitor's failure to inform the client about the settlement and the unauthorised receipt and application of the settlement proceeds, had been proven beyond reasonable doubt.[180] It even characterised the solicitor's behaviour here as dishonest,[181] and set out the solicitor's breach of the relevant Legal Profession (Professional Conduct) Rules 2015 ("PCR 2015") rules:[182]

> Specifically, Mr Chen's failure to keep Mr Jony informed about the progress of his claim, his entry into the Settlement without Mr Jony's consent, and the unauthorised receipt and application of the Settlement moneys, amounted to breaches of his ethical duties to be honest in his dealings with Mr Jony (see r 5(2)(*a*), PCR 2015), inform Mr Jony of all information known to Mr Chen that may reasonably affect Mr Jony's interests (see r 5(2)(*b*), PCR 2015) and the progress of his matter (see r 5(2)(*e*), PCR 2015), provide timely advice to Mr Jony (see r 5(2)(*h*), PCR 2015), use all legal means to advance Mr Jony's interests (see r 5(2)(*j*), PCR 2015), promptly notify Mr Jony of the receipt of the Settlement moneys from Dyna-Mac on his behalf (see r 16(3)(*a*), PCR 2015), and inform Mr Jony that his fees and disbursements would be paid out of those Settlement moneys (see r 17(3)(*a*), PCR 2015).

23.63 On the eighth charge, that the solicitor had failed to advise the client on the terms of the WTA and the POA, Judith Prakash SJ concluded that the DT's finding of guilt here was "impeccable".[183] The solicitor had not produced any documentation, contemporaneous or otherwise, that showed that Mr Jony was "ever made aware of the wide-ranging scope and implications of the POA and the WTA",[184] and in particular that "priority would be accorded to the claims of Mr Chen and JCC's staff to the Settlement moneys over and above those of Mr Jony".[185] Further, Prakash SJ highlighted elements of the solicitor's conduct that

Singapore v Chen Kok Siang Joseph [2025] 3 SLR 933 at [53]–[58].

178 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [59].

179 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [59].

180 For further details on the court's examination of the evidence on this issue, see *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [60]–[74].

181 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [76].

182 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [75].

183 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [95].

184 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [94].

185 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [94]; see also *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [92]–[93].

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pointed towards dishonesty rather than carelessness,[186] and the court inferred that the solicitor had "dishonestly failed to advise Mr Jony of the effects of the terms of the WTA and the POA in order to induce him to execute them on terms favourable to Mr Chen and JCC".[187] The C3J set out the solicitor's breach:[188]

> Mr Chen's failure to advise Mr Jony on the ramifications of his signing those documents constituted a breach of Mr Chen's professional and ethical duty to be honest in his dealings with Mr Jony (see r 5(2)(*a*), PCR 2015), to inform him of all information known to him that would reasonably affect Mr Jony's interests (see r 5(2)(*b*), PCR 2015), and to provide timely advice to Mr Jony (see r 5(2)(*h*), PCR 2015). In the circumstances, these breaches of the rules promulgated under s 71(2) of the LPA constituted 'improper conduct or practice as an advocate and solicitor' within the meaning of s 83(2)(*b*)(i) of the LPA.

23.64 Prakash SJ then turned to the ninth to eleventh charges. The court held that the terms of the WTA and the POA gave the solicitor a financial interest in the fruits of the court claim, because they accorded the solicitor and his firm priority interests over the claim's proceeds, as well as broad powers to negotiate and settle the case and to receive any settlement moneys.[189] Prakash SJ then identified two different types of conflicts of interest in this case:

> (a) a conflict between the solicitor's own personal interests in recovering his fees and his duty as an officer of the court to assist in the administration of justice by maintaining his professional independence (*ie*, a breach of r 11(2)(*a*) of the PCR 2015, corresponding with the ninth charge);[190] and
>
> (b) a conflict between the solicitor's own personal interests in recovering his fees and his duty to serve his client's best interests (*ie*, a breach of r 22(2) of the PCR 2015, corresponding with the eleventh charge).[191]

23.65 Regarding the first type of conflict of interest, Prakash SJ upheld the DT's conviction since the solicitor had, through the provisions of the WTA and POA, entered into negotiations regarding and subsequently obtained a financial interest in the fruits of the claim in DC 3323. Thus, both the ninth charge, as well as the tenth charge that concerned PCR

186 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [96].
187 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [96].
188 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [97].
189 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [98]–[99].
190 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [99].
191 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [100]–[101].

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2015 r 18(*a*)'s prohibition against negotiating for an interest in the subject matter of litigation, were made out.[192]

23.66 As to the second type of conflict of interest, the court observed that the conflict between the solicitor's personal interests and his duty to serve his client's best interests could be seen in how the terms of the WTA and POA were advantageous to the solicitor, while being disadvantageous to the client.[193] Since the solicitor had not advised the client about these documents,[194] the court also inferred that the solicitor had not made full and frank disclosure of his adverse interests, and it affirmed the DT's conviction on the eleventh charge.[195]

23.67 On the issue of sentencing, Prakash SJ noted that the solicitor had engaged[196] in the two types of misconduct that would result in a striking-off order: misconduct involving dishonesty and misconduct involving a solicitor who preferred his own interests over those of his client.[197] Since the solicitor was unable to demonstrate exceptional circumstances that would militate against the presumptive penalty of striking off,[198] the C3J ordered that he be struck off the rolls.

23.68 This case serves as a stern warning to lawyers to be meticulously scrupulous in how they deal with settlement offers and moneys in the context of negotiation and mediation. It is uncontroversial that lawyers are supposed to inform their clients of settlement offers, and obtain client consent to settlement as well as before applying settlement proceeds to their own legal fees. Lawyers should not structure their retainer documents to vary their obligations here; in this case, doing so resulted in the lawyer acquiring a financial interest in his client's litigation, which in turn placed the lawyer in conflict with his duty as an officer of the court and his duty to serve his client's best interests. The latter duty is particularly acute when lawyers are representing vulnerable clients such as migrant workers, and taking advantage of such vulnerable clients will be considered an aggravating factor in sentencing.[199]

192 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [99].
193 For details, see *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [100].
194 See the earlier discussion at para 23.63 above on the eighth charge regarding the solicitor's failure to advise the client about the terms of the Warrant to Act and Power of Attorney.
195 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [101].
196 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [108]–[109].
197 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [107].
198 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [110]–[111]; additionally, the court found at [111]–[117] that there were aggravating factors present.
199 *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933 at [112].

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B. Solicitors must confirm client consent before settling court cases and disbursing settlement proceeds, and may not unduly rely on a third party to convey such consent

23.69 In *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)*,[200] the C3J was also faced with a lawyer who had concluded settlements and received the proceeds allegedly on behalf of migrant worker clients. He had also disbursed the settlement proceeds without the clients' consent to a third party, Mr Saha Ranjit Chandra ("Mr Ranjit").[201] All this was done without directly communicating with the three migrant worker complainants to verify their instructions;[202] instead, the respondent solicitor "relied almost entirely on Mr Ranjit as the bridge of communication between himself and the [migrant] workers".[203] In this case, the C3J dealt with five separate applications against the solicitor, but this chapter will focus only on C3J/OA 16/2023 ("OA 16"), C3J/OA 6/2024 ("OA 6") and C3J/OA 7/2024 ("OA 7"), which are the three originating applications ("OAs") that involved settlement proceedings. As the respondent had left Singapore in August 2022 to seek asylum in the UK[204] and declined to directly participate in the DT and C3J proceedings, even when given the opportunity to participate online over Zoom,[205] it is unsurprising that all the DT convictions were affirmed and the solicitor was struck off the rolls.[206]

200 [2025] 5 SLR 700.

201 On a related note, the Straits Times reported that Mr Saha Ranjit Chandra ("Mr Ranjit") has been charged with cheating two insurance companies out of a sum of almost $77,000 by deceiving them into believing that they were negotiating with an authorised person from the respondent lawyer's law firm; one of the charges relates to the case of one of the migrant workers, Mr Sikder Md Shalim, who is also the complainant in C3J/OA 16/2023: see Shaffiq Alkhatib, "Man Accused of Using Fugitive Lawyer's Name to Cheat 2 Insurance Firms Out of Nearly $77,000", *The Straits Times* (8 August 2023) <https://www.straitstimes.com/singapore/courts-crime/man-charged-with-using-fugitive-lawyer-s-name-to-dupe-2-insurance-firms-of-nearly-77k> (accessed 16 October 2026).

202 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [3(b)].

203 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [20].

204 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [65].

205 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [65] and [67]–[76].

206 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [7].

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23.70 As noted by Chong JCA, all three applications shared broadly similar underlying facts.[207] Three Bangladeshi migrant workers, Mr Sikder Md Shalim ("Mr Sikder"), Mr Ali Zulfikar ("Mr Zulfikar") and Mr Sarker Sharif ("Mr Sarker"), suffered workplace injuries and initially engaged a different firm, JCC, to represent them.[208] Their interactions with JCC were mediated through Mr Ranjit.[209] The respondent lawyer, Mr Charles Yeo Yao Hui ("Mr Yeo"), subsequently claimed to take over their court cases, on the basis of documents such as WTAs and POAs provided by Mr Ranjit that were supposedly signed by the migrant workers, but which turned out to be forgeries.[210] The solicitor never communicated directly with the migrant workers, instead relying "almost entirely"[211] on Mr Ranjit as the bridge of communication. He settled their court claims and his firm, Whitefield Law Corporation, disbursed the settlement proceeds, mainly to Mr Ranjit, without the purported clients' knowledge or authorisation, with the result that two of the three migrant workers never received any of the settlement moneys.[212] The only reason Mr Zulfikar, the complainant in OA 6, received $9,707.25[213] was that he had become suspicious and intervened before the settlement moneys were paid out by his employer's insurance company.[214] By comparison, Mr Ranjit received $32,584.00, $18,000 and $23,000 from Mr Sikder's, Mr Zulfikar's and Mr Sarker's settlement proceeds respectively.[215]

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207 Details of the factual background of all three originating applications can be found in *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [20]–[42].

208 This was the same law firm involved in *Law Society of Singapore v Chen Kok Siang Joseph* [2025] 3 SLR 933, M/s Joseph Chen & Co, which was defined earlier as "JCC".

209 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [22], [29] and [39].

210 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [20]–[21]; see also *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [128]. As noted in *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [21], the question of who forged the documents was not addressed in this case, as the Law Society of Singapore only took the position that the solicitor had been grossly negligent and had unduly relied on Mr Ranjit, not that he had been dishonest.

211 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [20]; see also *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [128].

212 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [20].

213 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [37].

214 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [20].

215 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [141(a)]–[141(c)]; in *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [141(c)], it was also noted that the solicitor's firm retained the remaining $7,000 of Mr Sarker's settlement proceeds as legal costs.

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23.71 Mr Sikder, Mr Zulfikar and Mr Sarker all eventually lodged complaints with the Law Society. As mentioned above, Mr Yeo declined to participate in the DT proceedings, though he did issue e-mail correspondence to the counsel for the Law Society.[216] All three DTs convicted him of all the charges and found that there was sufficient cause for disciplinary action.[217] The C3J hearing was held on 11 September 2025, and again Mr Yeo did not participate, despite being given the option to do so online.[218]

23.72 When addressing the issues arising from the three OAs, Chong JCA noted that:[219]

> The gravamen of the Workplace Injury Charges is that the respondent never even met the Complainants and therefore had no information about them. He relied entirely on a third party despite the multiple red flags that arose. As will be explained … there were serious lapses in the discharge of the respondent's duty as a solicitor at *every* step of the way … [emphasis in original]

23.73 The court then organised the charges into four categories, but this chapter will only focus on the third and fourth, as they are directly relevant to issues arising out of settlement:[220]

> (a) Third category: The solicitor acting on Mr Ranjit's (unverified) instructions without obtaining the consent of the purported clients by taking over conduct of the lawsuits and settling them, and in the case of OAs 16 and 7, he also received and disbursed the settlement sums to Mr Ranjit;
>
> (b) Fourth category: The solicitor failing to exercise proper supervision over Mr Ranjit, who was working under him.

216 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [65]–[68].

217 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [93].

218 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [75]–[76]. In *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [75], it was noted that the solicitor published a post on social media indicating that he did not plan to engage with the court case.

219 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [104].

220 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [104(c)]–[104(d)].

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The third category invoked rr 7 and 8 of the Legal Profession (Solicitors' Accounts) Rules[221] ("SAR"), as well as r 5(5) of the PCR 2015;[222] the fourth category involved r 32 of the PCR 2015.[223]

23.74 The court first had to decide whether the ethics rules allegedly breached require a solicitor-client relationship to exist in the first place, since the factual basis of the case was that the solicitor was not actually the complainants' solicitor.[224] The court ruled that, at least in the context of the relevant ethics rules, the solicitor owed duties to these migrant workers,[225] because the wording of the rules extended their coverage to prospective clients[226] and the rules were also intended to govern a solicitor's actions taken prior to acting for prospective clients.[227] In particular, with respect to the relevant SAR rules, Chong JCA pointed out that "[t]he focus of rr 7 and 8 is on safeguarding the money received by a solicitor on account of another, regardless of whether the money was received in the context of a solicitor-client relationship or not".[228] Rule 2 of the SAR defined "client's money" to mean "money held or received by a solicitor on account of a person for whom he is acting (in relation to the holding or receipt of such money) either as a solicitor, *or in connection with his practice as a solicitor*"[229] [emphasis added], and thus the SAR would be engaged in this case where "the respondent received the money on his understanding that he was representing the Complainants".[230]

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221 1999 Rev Ed.

222 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [139].

223 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [99(e)]. For the full breakdown of the various charges as well as their corresponding references to the Legal Profession (Professional Conduct) Rules 2015 and other legislation, see *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [94]–[100].

224 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [101].

225 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [107].

226 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [112]–[114] and [118]–[120].

227 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [121].

228 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [119].

229 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [119]–[120]. In *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [120], it was also noted that the definitions of "client" and "client account" in r 2 of the Legal Profession (Solicitors' Accounts) Rules (1999 Rev Ed) also suggest that the Legal Profession (Solicitors' Accounts) Rules (1999 Rev Ed) does not require a solicitor-client relationship in order to apply.

230 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [120].

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23.75 The C3J also addressed the respondent solicitor's defences, which it gleaned from his interactions with the Law Society Inquiry Committee and e-mail correspondence between him and one of the migrant workers after the latter confronted him over e-mail.[231] Mr Yeo claimed that he had video calls with the migrant workers to verify their identity and instructions;[232] however, the court did not believe him as he did not produce any contemporaneous attendance notes.[233] The solicitor also highlighted that he trusted Mr Ranjit.[234] The C3J ruled that he should still have verified the purported instructions with the migrant workers themselves,[235] especially when Mr Ranjit, the person conveying the instructions, stood to benefit by taking a huge cut of the settlement sum.[236] The court was particularly critical of Mr Yeo's attitude where he described his role as "limited to 'legal work'"[237] and that it was reasonable for him to have relied on Mr Ranjit to do as the latter "deemed fit",[238] describing this as a "substantial or even total abdication of a solicitor's responsibility to a client".[239]

23.76 Nevertheless, it bears noting that the C3J made no finding of dishonesty in this application; even the Law Society considered that dishonesty was not made out beyond reasonable doubt and it was unclear whether Mr Ranjit or Mr Yeo participated in the forging of the

231 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [105]; see also *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [25]–[26]. Since the respondent solicitor did not respond charge-by-charge, the court necessarily summarised his defence in a global manner.

232 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [105].

233 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [124]–[127].

234 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [105]. Mr Yeo also insisted that he genuinely believed in the authenticity of the forged documents shown to him by Mr Ranjit; however, the court considered him "still grossly negligent in failing to take *any* measures to verify that those documents were indeed signed by the Complainants" [emphasis in original]: see *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [105] and [138].

235 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [136].

236 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [137].

237 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [133].

238 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [133].

239 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [134].

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documents.[240] Instead, the Law Society only took the position that the solicitor had been grossly negligent.[241]

23.77 The court found that the third category of misconduct, concerning Mr Yeo's acting without his purported clients' authority by taking over conduct of the court cases, settling them and receiving and disbursing the settlement proceeds without the migrant workers' knowledge or consent, was made out beyond reasonable doubt:[242]

> [I]t is unchallenged that the Complainants had no knowledge of any of the above actions taken by the respondent in the suits. The respondent took significant steps in their suits which affected the Complainants' interests intimately. Yet, there is no evidence that he notified them, let alone sought their authorisation, for each step. With respect to the handling of client moneys in particular, it is trite that liability under the SAR is strict, to preserve public confidence that moneys held by solicitors will be properly safeguarded and legitimately disbursed … In this case, the act of drawing client's moneys from the Client Account to pay Mr Ranjit was clearly unauthorised …

23.78 Chong JCA also identified two aggravating factors. First, the suspicious pattern of Mr Ranjit retaining the majority of each migrant worker's settlement moneys should have raised a red flag and put Mr Yeo on notice; instead, he asked no questions and disbursed the moneys to Mr Ranjit.[243] The second aggravating factor was Mr Yeo ignoring the red flag of JCC (*ie*, the firm that previously had conduct of Mr Zulfikar's matter) and the law firm representing Mr Zulfikar's employer's insurance company both questioning his authority to act for Mr Zulfikar.[244] In those circumstances, the C3J considered that it "defied reason for the respondent to not have directly confirmed Mr Zulfikar's instructions".[245]

23.79 As to the fourth category of misconduct, that of the solicitor's failure to supervise Mr Ranjit, Chong JCA stated that it was clear that Mr Yeo had failed to supervise Mr Ranjit at all across all three OAs,

240 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [106].
241 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [21].
242 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [140].
243 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [141]–[142].
244 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [143].
245 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [144].

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pointing to Mr Yeo's admission that he "assume[d]"[246] that Mr Ranjit had authorisation to act as he deemed fit, and his release of settlement moneys "upon sight"[247] of the documents presented to him by Mr Ranjit. The court concluded that this charge was also proven beyond a reasonable doubt,[248] and ultimately ordered that the solicitor be struck off the roll of advocates and solicitors.[249]

23.80 This case highlights the importance of obtaining direct confirmation of clients' consent to settlement and the disbursement of settlement moneys, especially in situations where a third party claims to speak for the client.[250] Settling a lawsuit is a significant step which affects clients' interests intimately; settlement proceeds are the "client's money" and, as the court emphasised, liability under the SAR is strict. Lawyers will not be excused if they ignore red flags that signal that a client has not actually consented to settlement or the disbursement of settlement moneys.[251] Where they are relying on the people working under them to deal with client administrative matters, lawyers must still supervise such persons to ensure that clients' consent is properly obtained. Lastly, lawyers who have been negligent in obtaining a client's proper authorisation to act will not be allowed to rely on the lack of a solicitor-client relationship to escape the disciplinary consequences of unauthorised settlement or disbursement of the client's settlement moneys.

23.81 The principles enunciated in the previous two cases apply to negotiation and mediation settings equally. Involving a mediator does not shift lawyers' duties to their clients from lawyers to the mediator. In mediations with lawyers present, mediators tend to rely on the legal representatives to ensure that their clients are fully informed about the mediation agreement, the mediation process and the terms of any settlement resulting from mediation. That said, the general expectation in mediation circles that parties attend mediation in person minimises the risk of situations such as those outlined in paras 23.56–23.80 above arising, where clients are not present at all. For cases undergoing

246 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [146].
247 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [146].
248 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [146].
249 *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [208].
250 See also *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [198], where the court cited case law which emphasised the importance of communicating with a client directly to confirm their instructions.
251 See also *Law Society of Singapore v Yeo Yao Hui Charles (Yang Yaohui)* [2025] 5 SLR 700 at [199]–[200].

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mediation through the State Courts, parties are required by Practice Direction 42(5) of the State Courts Practice Directions 2021 to attend the mediation hearing in person, even if they are represented by counsel.

V. Mediation, ADR and civil procedure

23.82 In this section, four cases are reviewed: (a) a case from the Singapore International Commercial Court ("SICC"), where it had to decide whether to grant an extension of validity of an OA that had strategically not been served earlier because the claimant did not want to derail global settlement negotiations; (b) a case from the District Court that considered whether to exercise the court's power under O 5 r 3(1) of the Rules of Court 2021 ("ROC 2021") to order parties to attempt mediation; (c) a case from the General Division concerning the issue of a party's reliance on a mediator's advice to prove the *bona fides* of her reasons for bringing one claim before the Employment Claims Tribunals ("ECT") and her other claims before the General Division; and (d) another case from the General Division, this time on the question of whether a defendant's participation in mediation waived their defence of time-bar.

A. Certain strategic actions taken to avoid derailing global settlement negotiations may possibly constitute good reason for a court to extend the validity of an originating application

23.83 In *Deutsche Bank AG v Lee Yung-Te*,[252] the SICC had to decide whether to grant an extension of validity of the claimant bank's OA, which had not been served within its 12-month period of validity. The claimant's Singapore branch had extended loan facilities to the defendant, who was a Taiwanese citizen and resident. On 30 January 2024, the claimant filed the OA, claiming a sum of more than 32,000,000 Hong Kong dollars as the amount due under the loan facilities. However, it did not serve the OA on the defendant. Under O 4 r 3(1) of the Singapore International Commercial Court Rules 2021 ("SICC Rules 2021"), the OA was valid until 29 January 2025.[253]

23.84 Parties engaged in without prejudice negotiations and subsequently proceeded to mediation on 10 July 2024.[254] Also weighing on the claimant's mind were proceedings filed by the defendant in the Hong Kong Court of First Instance ("Hong Kong Proceedings") against

252 [2025] 3 SLR 1505.
253 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [2].
254 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [8].

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the claimant and some others alleging breach of its duty of care that supposedly resulted in the former relationship manager of the claimant misappropriating the defendant's funds.[255] Similar to the Singapore proceedings, the writ in the Hong Kong Proceedings had been filed, but not served on the claimant.[256] While the mediation was not successful, the claimant remained hopeful that a global settlement could be reached eventually;[257] that said, it did not take further steps in the settlement negotiations either, in the hope that the Hong Kong proceedings would not be progressed.[258]

23.85 The Hong Kong writ expired on 20 December 2024 without being served on the claimant.[259] On 23 December 2024, the claimant then issued a settlement offer, thus reviving the without prejudice negotiations.[260] The defendant's solicitors informed the claimant that the defendant was away for the New Year and Chinese New Year holidays and would only be able to respond by 12 February 2025; however, that date would be after the OA's date of expiry on 29 January 2025.[261] Therefore, on 16 January 2025, the claimant filed an application to extend the validity of the OA for six months from 30 January 2025,[262] as it hoped that the dispute could be settled with the claimant's settlement offer.[263] Roger Giles IJ heard the application on 24 January 2025.[264] As of the date of that hearing, there did not appear to be any application by the defendant to renew the expired Hong Kong writ.[265]

23.86 As Giles IJ pointed out, O 4 r 3(3) of the SICC Rules 2021 on the court's power to extend the validity of an OA did not set out any criteria for doing so, and it was a matter within the court's general discretion, though subject to the principles governing the exercise of the like discretion pursuant to O 6 r 3(3) of the ROC 2021 (which are in the same terms as O 4 r 3(3) of the SICC Rules).[266] Citing both Singapore and English law, he highlighted that the power of extension should only be exercised for good reason. What constituted a "good reason" would depend on the circumstances of the case. A classic example of a good

255 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [9]–[10].
256 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [11].
257 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [9].
258 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [12].
259 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [11].
260 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [12].
261 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [12].
262 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [3].
263 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [13].
264 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [3].
265 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [11].
266 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [4].

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reason is a defendant evading service.[267] A classic example of a bad reason is that parties are negotiating for a settlement, and had not already agreed that service be deferred.[268]

23.87 At first glance, the claimant's case seemed to fall into the latter category, being one that is "substantially based on the claimant's election not to serve [the OA] because it was engaged in without prejudice negotiations".[269] Giles IJ also rejected the claimant's argument that there was an implied understanding or reciprocal agreement to defer service of both the OA and the Hong Kong writ; he characterised the claimant as "waiting with fingers crossed in the hope that the defendant would not proceed with the Hong Kong proceedings".[270]

23.88 However, Giles IJ thought there was more than meets the eye, explaining that "[t]here were the negotiations, with each party aware of the proceedings initiated by the other party, but there was more".[271] He emphasised that:[272]

> … the spectre of the Hong Kong writ was a significant matter for the claimant. It was in its interests that it not be embroiled in the Hong Kong proceedings with the attendant increase in costs, and it was not just a case of failure to serve the Originating Application because of negotiations for a settlement.

23.89 He also noted that the claimant's strategy of not escalating the dispute by serving the OA probably contributed to the defendant allowing the Hong Kong writ to expire, which in turn could inhibit the defendant's bargaining position in the settlement negotiations.[273] Giles IJ found that "[b]y the strategy, the claimant has put itself in a better position" and he was "prepared to regard that as good reason".[274]

23.90 Giles IJ then addressed the claimant's failure to serve the OA after 20 December 2024, after the Hong Kong writ had expired, and the claimant's opting to revive the settlement negotiations instead.[275] He found that there was "good reason in the difficulty of prompt service",[276] since the defendant's Hong Kong solicitors had previously informed the claimant that they had no instructions to accept service, and the

267 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [5].
268 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [6].
269 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [6].
270 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [15].
271 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [17].
272 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [17].
273 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [17].
274 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [17].
275 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [18].
276 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [18].

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defendant was now away for the holidays at an unknown location.[277] The other reason accepted by Giles IJ was that the defendant might apply for a retrospective extension of the validity of the Hong Kong writ, which would argue in favour of the less aggressive option of reviving settlement negotiations, instead of the more aggressive option of serving the OA on the defendant.[278]

23.91 Ultimately, the court extended the validity of the OA by two months, rather than the requested six months, with Giles IJ stating that "[i]t is incumbent on the claimant to serve, notwithstanding ongoing negotiations".[279]

23.92 This is an interesting case that adds some nuance to the classic rule which considers mere engagement in settlement negotiations as an insufficient reason to extend the validity of an OA. The court decided that there was "more"[280] than mere negotiations here, specifically, a strategic choice made of delaying service in order to avoid triggering a whole other lawsuit in a foreign jurisdiction and the associated substantial increase in costs, in circumstances where there was still a chance that global settlement negotiations could succeed. This may reflect the court's recognition of the significant potential of settlement negotiations to reduce parties' costs. However, it is also evident that the court's patience was wearing thin, as it only extended the validity of the OA by two months. Parties should not interpret this case too liberally, and not every tactical manoeuvre to save settlement negotiations will be accepted by the Singapore courts as a good reason to extend the validity of OAs.

B. Some circumstances in which a court will not exercise its power to order parties to attempt amicable resolution

23.93 The mediation and ADR chapter from the 2024 issue of the *SAL Ann Rev* took note[281] of the case of *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang,*[282] where the General Division, in the course of hearing a leave application originating from a District Court case, urged the parties to mediate their dispute. Unfortunately, the parties did not heed the General Division's advice, and the District Court ultimately decided the dispute in *Management Corporation Strata*

277 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [18].
278 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [18].
279 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [19].
280 *Deutsche Bank AG v Lee Yung-Te* [2025] 3 SLR 1505 at [17].
281 Nadja Alexander, Shouyu Chong & Sarah Lim Hui Feng, "Mediation and Appropriate Dispute Resolution" (2024) 25 SAL Ann Rev 704 at para 23.2.
282 [2025] 3 SLR 1149.

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Title Plan No 2567 v Tan Eng Siang.[283] The District Court case is covered here because District Judge ("DJ") Navin Anand had to decide whether to exercise the court's power under O 5 r 3(1) of the ROC 2021 to order the parties to attempt mediation.

23.94 The claimant management corporation of a condominium development brought an OA, OA 21/2024 ("OA 21"), in the District Court to exercise its powers of entry into the condominium unit owned by the two individual defendants so that necessary repair and repainting works could be done to the exterior of the building. Because one of the defendants was an undischarged bankrupt, the question arose as to whether leave from the High Court was necessary before the OA could proceed. The claimant applied to the General Division for leave, and Faizal JC, after addressing the bankruptcy law issue, "very much urge[d] the parties to seriously consider mediating the matter",[284] especially given the "long and unfortunately extremely strained relationship over the years"[285] that had involved "a considerable level of animus"[286] and multiple instances of hostile letters, police reports and legal suits:[287]

> On the present facts therefore, it is plain that any mediated conclusion would be much more beneficial to *all parties* than litigation. No benefit is to be had from litigation save to sate bruised egos that demand a court victory for its own sake. Indeed, even then mediation is the better platform to deal with these issues. After all, bruised egos are akin to leaky tyres in that if one does not get to the underlying problem in order to fix it, the onward journey will never be a smooth one. As [the second defendant] herself notes, '[t]his has been going on for 14 years'. This is, with respect, a journey that is already 14 years too long. The parties, and indeed, everyone in the Development who represent interested, and affected, spectators to this unfortunate series of events, rightfully deserve better. [emphasis in original]

23.95 At a subsequent case conference, the District Court specifically highlighted to the parties Faizal JC's views regarding mediation, and emphasised that any mediation should be scheduled before the substantive hearing of OA 21.[288] However, neither party made any move to initiate mediation until *after* Anand DJ had heard OA 21 and reserved

283 [2025] SGDC 55.

284 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] 3 SLR 1149 at [39].

285 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] 3 SLR 1149 at [4].

286 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] 3 SLR 1149 at [4].

287 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] 3 SLR 1149 at [38].

288 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [22].

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his decision.[289] The defendants approached the claimant's solicitors by e-mail, claiming that they were open to meeting, but subject to certain conditions, notably, that the claimant discontinue OA 21 before the meeting and pay the defendants for the time the defendants expended on the case.[290] The claimant's solicitors rejected the proposal, characterising the defendants' conditions as "*wholly unreasonable*" [emphasis in original] and not indicative of a good-faith attempt to resolve the dispute.[291] Subsequently, the second defendant sought an order for parties to attempt mediation.[292]

23.96 As Anand DJ noted,[293] O 5 r 3(1) of the ROC 2021 is a new provision not found in the previous Rules of Court.[294] Order 5 rr 3(1) and 3(2) are set out below:

> **Powers of Court (O. 5, r. 3)**
>
> **3.**—(1) The Court may order the parties to attempt to resolve the dispute by amicable resolution.
>
> (2) In deciding whether to exercise its power under paragraph (1), the Court must have regard to the Ideals and all other relevant circumstances, including whether any of the parties have refused to attempt to resolve the dispute by amicable resolution.

23.97 Citing O 5 r 3(2), the court stated that its power was to be "exercised in a fact-sensitive manner",[295] as the court must have regard to

289 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [23].
290 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [23].
291 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [25].
292 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [38].
293 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [36].
294 2014 Rev Ed.
295 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [37].

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the Ideals[296] enshrined in O 3 r 1 of the ROC 2021 and all other relevant circumstances, including:[297]

> … whether the parties have complied with their duty to consider amicable resolution prior to commencement and during the proceedings (see O 5 r 1(1) of the ROC 2021), whether any of the parties had refused to attempt to resolve the dispute by amicable resolution (see O 5 r 3(2) of the ROC 2021), whether the court had suggested solutions for the amicable resolution of the dispute (see O 5 r 3(5) of the ROC 2021), whether there were earlier unsuccessful attempts at amicable resolution, and what is at stake in the proceedings.

23.98 Anand DJ declined to order the parties to attempt to mediate after analysing the relevant circumstances in the case.[298] Not only had the issue of access to the unit already been the subject of a failed mediation in 2018, but the parties also declined to follow the strong suggestion from the General Division to mediate their dispute.[299] Additionally, the court doubted that the defendants were genuinely interested in settling the dispute, as the pre-meeting conditions they insisted upon would amount to "expect[ing] the claimant to capitulate in OA 21, and much more, before [the defendants were] willing to come to the table and negotiate".[300] Further, since the claimant was potentially exposed to criminal consequences for continued failure to repaint the exterior of the

296 For convenient reference, the Ideals set out at O 3 r 1 of the Rules of Court 2021 are reproduced here:

> **Ideals (O. 3, r. 1)**
>
> **1.**—(1) These Rules are to be given a purposive interpretation.
>
> (2) These Rules seek to achieve the following Ideals in civil procedure:
>
> (*a*) fair access to justice;
>
> (*b*) expeditious proceedings;
>
> (*c*) cost-effective work proportionate to —
>
> (i) the nature and importance of the action;
>
> (ii) the complexity of the claim as well as the difficulty or novelty of the issues and questions it raises; and
>
> (iii) the amount or value of the claim;
>
> (*d*) efficient use of court resources;
>
> (*e*) fair and practical results suited to the needs of the parties.
>
> (3) The Court must seek to achieve the Ideals in all its orders or directions.
>
> (4) All parties have the duty to assist the Court and to conduct their cases in a manner which will help to achieve the Ideals.

297 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [37].

298 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [38].

299 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [39].

300 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [40].

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building, it would be inappropriate to further delay the court's decision on access.[301]

23.99 The court ultimately decided that the claimant was entitled to exercise its power of entry into the unit to carry out the exterior building repainting works,[302] and granted a mandatory injunction requiring the defendants to allow the claimant's agents and contractors access to the unit.[303] While Anand DJ declined to order parties to attempt to mediate their dispute, he noted that parties' previous efforts at amicable resolution would be borne in mind when deciding the issue of costs.[304]

23.100 While it may seem incongruous for the General Division to exhort parties to mediate a dispute, and then for the District Court hearing the substantive application to decline to order parties to do so, this reflects the reality of mediation ultimately being a process that prizes, and depends on, party autonomy. As alluded to by Faizal JC in his "leaky tyres"[305] analogy, certain types of disputes, such as those with personality and emotional elements, greatly benefit from mediation because the process has the scope to address the root problem of the personal dispute underlying the court case. However, the nature of mediation is such that parties get what they put into it. The General Division's exhortation recognised the benefits of mediation in this case; the District Court's decision reflected the low likelihood of the defendants being willing to put in the work to achieve those benefits. Additionally, the fact that mediation would have taken place only *after* the substantive hearing meant that there would be little, if any, time savings, and only additional delay that would possibly entail criminal consequences for the claimant.

301 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [41].

302 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [51].

303 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [65].

304 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] SGDC 55 at [42].

305 *Management Corporation Strata Title Plan No 2567 v Tan Eng Siang* [2025] 3 SLR 1149 at [38].

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C. Parties may bring separate claims arising from the same factual matrix before both the Employment Claims Tribunals as well as a civil court, and may also cite advice from a mediator to satisfy the bona fide *requirement in the extended doctrine of* res judicata *analysis*

23.101 In the case of *Goh Hui En Rebecca v IG Asia Pte Ltd*,[306] the General Division had to decide whether the claimant's court claim against her employer for breach of contract, defamation and negligence should be struck out because she had already been successful in her claim for salary in lieu of notice before the ECT. This involved consideration of the extended doctrine of *res judicata*, and raised the question of whether the claimant could rely on her correspondence with a mediator to prove that she acted *bona fide* in bringing those of her claims which fell outside the ECT's jurisdiction before the General Division.

23.102 The claimant, Ms Goh Hui En Rebecca ("Ms Goh"), was employed as a premium client manager by her defendant employer, IG Asia Pte Ltd ("IGA"), a Singapore-incorporated brokerage.[307] The terms of her employment entitled her to a basic salary, as well as commissions[308] paid under a pay-for-performance scheme.[309] In August 2022, IGA claimed to have discovered potential misconduct by the claimant and consequently submitted a report on misconduct to the Monetary Authority of Singapore.[310] IGA terminated Ms Goh's employment on 29 September 2022 for "serious misconduct".[311]

23.103 In March 2023, the claimant decided to commence proceedings in the ECT. As required by their rules, she first filed a request for mediation with the Tripartite Alliance for Dispute Management ("TADM"), but the mediation did not result in a settlement.[312] Subsequently, on 12 June 2023, the claimant filed a claim in the ECT, specifically, for salary in lieu of notice.[313] The claim was allowed by the ECT Tribunal Magistrate ("ECT TM"), who also found that IGA had not proved the allegations of misconduct and was not justified in terminating Ms Goh's employment without notice.[314] IGA sought the District Court's

306 [2025] 4 SLR 1477.
307 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [4].
308 The judgment refers to these commissions as "sales credits": see *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [5(a)].
309 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [5(a)].
310 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [6].
311 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [7].
312 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [8]–[9].
313 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [9].
314 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [11].

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permission to appeal against the ECT TM's decision, but its application was dismissed with costs on 14 May 2014.[315]

23.104 On 28 February 2025, the claimant commenced HC/OC 155/2025 ("OC 155"), bringing three claims before the General Division: (a) a contractual claim for IGA's failure to pay her the sales commissions that she had accrued but which had not been paid out; and (b) two claims (one for defamation and another for negligence) arising from IGA's publication of its report to the Monetary Authority of Singapore and its failure to withdraw it even after IGA failed to obtain permission to appeal against the ECT TM's decision.[316] In her suit, the claimant did not mount a collateral attack on the ECT TM's decision; on the contrary, she sought to rely on some of their findings in her OC 155 pleadings.[317]

23.105 IGA subsequently sought to strike out Ms Goh's claims in their entirety, arguing *inter alia* that OC 155 was an abuse of process because Ms Goh did not bring *all four* of her claims (the claim for salary in lieu of notice, as well as the three claims in OC 155) before the General Division; instead, she had used the ECT proceedings as a "staging platform" for OC 155.[318] The claimant retorted that the extended doctrine of *res judicata* did not apply to her case because she had legitimate reasons for not bringing the three OC 155 claims before the ECTs: not only did the ECTs not have jurisdiction to hear those claims, but she had also been advised by her assigned TADM mediator that going through with her ECT claim for salary in lieu of notice would not exclude her from pursuing her claim for sales commissions in the civil courts.[319]

23.106 The General Division first examined the context and purpose of the ECTs. Assistant Registrar ("AR") Wee Yen Jean noted that the ECTs were established to provide access to "an affordable and expeditious way to resolve [employment] disputes".[320] With that in mind, they were essentially designed to resolve simpler claims, thus serving as a complement to the civil courts, which would handle the complex legal claims that take longer to resolve.[321] Accordingly, the ECTs only have jurisdiction to hear claims of up to $20,000 or $30,000; additionally, most parties to ECT proceedings are required to act in person and cannot be represented by lawyers.[322] Ultimately, AR Wee decided that while the

315 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [12].
316 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [13].
317 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [40].
318 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [15(a)].
319 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [16(a)].
320 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [19].
321 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [19].
322 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [19]–[20].

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Employment Claims Act 2016[323] ("ECA"), which established the ECT, would bar Ms Goh from attempting to bring a claim in the General Division for salary in lieu of notice,[324] it would not automatically bar her from bringing *different* employment-related claims elsewhere, even those which arose from the same factual matrix. Employees should be allowed to obtain relief from the ECTs for their smaller, simpler claims, and still pursue their larger, more complex claims in the civil courts.[325]

23.107 AR Wee then analysed the striking out application through the lens of the extended doctrine of *res judicata*, which "applies where a point was not raised in earlier proceedings even though it *could* and *should* have been raised in those proceedings"[326] [emphasis in original]. She highlighted that it required the courts to strike a balance between allowing a litigant with a genuine claim to press their case and preventing the undue oppression that repeated litigation would cause to a defendant, and that one of the relevant factors that a court would consider was whether the claimant had *bona fide* reasons for not raising an issue in the earlier action.[327]

23.108 To prove the *bona fides* of her intentions, Ms Goh relied on her contemporaneous e-mails with the TADM mediator from the months before she filed her ECT claim, in which she sought repeated confirmation that her ECT claims for her salary would not bar her from claiming for commissions in a civil court.[328] She also cited the TADM mediator's responses that she could indeed pursue other claims in a civil court if those claims were not registered as eligible claims under the ECA and heard by the ECT.[329] The defendant argued that the claimant should have known that the mediator was wrong, and also that the mediator was not qualified to give her legal advice.[330]

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323 2020 Rev Ed.

324 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [23].

325 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [24]; see also *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [20]–[23]] and [25]–[27] for further explanation of the *res judicata* analysis.

326 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [31]. Admittedly, the defendant's arguments were unusual in the sense that, unlike a typical *res judicata* argument, they contended that the claimant should have brought all of her claims in the second court, the General Division of the High Court. While the court noted this distinction at [37], nothing seemed to turn on this.

327 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [33]–[34].

328 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [42]–[43].

329 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [44].

330 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [46]. For completeness, it should be noted that the defendant also attacked the claimant's *bona fides by* pointing to certain broadly-worded form notifications that the claimant received while she was filing her Employment Claims Tribunals ("ECT") claim, which required her to confirm that she would not be pressing other claims beyond what she was filing in

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23.109 However, the court disagreed with the defendant. AR Wee pointed out that the mediator was actually correct, and the advice accorded with her own interpretation of the ECA.[331] Further, the importance of the e-mail correspondence lay more in how it shed light on the claimant's reasons at the time for filing only certain claims in the ECT, allowing the court to assess whether those reasons were considered, reasonable and whether she had *bona fide* reasons for subsequently bringing her OC 155 claims in a different forum.[332] The court ultimately agreed with Ms Goh for this and other reasons,[333] concluding that there was no abuse of process in this case.[334]

23.110 The claimant's use of her correspondence with the TADM mediator also raised the issue of settlement privilege, because she had redacted some portions of the e-mails, claiming that they concerned the contents of a settlement offer, a position that IGA disputed.[335] The court declined to decide whether settlement privilege applied, as the redacted parts of the e-mails were not material to the court's decision, not having anything to do with the *bona fides* or reasonableness of the claimant's decision to pursue her salary in lieu of notice claims before the ECT.[336]

23.111 It is interesting that the court permitted the claimant to rely on her e-mail exchanges with the TADM mediator to show that she had acted *bona fide* in bringing her other claims separately from her ECT claims, and omitted to directly address the question of whether the mediator was qualified to give Ms Goh legal advice. It is possible that the layperson-oriented nature of the ECT proceedings played a role here; as the court observed, in most ECT cases, claimants are required to represent themselves, as part of the intention to keep the ECT as a low-cost and swift method for resolving disputes. Expecting ECT claimants to seek legal counsel on the overall approach to an employment dispute would not accord with the spirit and purpose of the ECT, especially where it seemed clear to the court that the ECT was designed to complement the civil court and they both had distinct jurisdictions.

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the ECT; however, the court decided at [46] that those notifications merely related to any further claims that the claimant could raise through the ECT process, not claims outside of the ECT's jurisdiction.

331 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [46].

332 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [46].

333 See *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [49]–[52].

334 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [39] and [53].

335 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [54].

336 *Goh Hui En Rebecca v IG Asia Pte Ltd* [2025] 4 SLR 1477 at [55].

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D. Participating in mediation would not bar defendant from subsequently relying on a limitation defence

23.112 In *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd*,[337] the General Division considered the question of whether a defendant's participation in mediation barred them from subsequently arguing that the claimant's claim was time-barred.

23.113 The claimant, Kuvera Properties Pte Ltd, brought HC/OC 366/2024 against the defendant, Far East Opus Pte Ltd, on 16 May 2024, claiming that the defendant had made misrepresentations when it allegedly induced the claimant to purchase a medical unit in a real estate development launched by the defendant.[338] On 5 July 2024, the defendant brought an application to strike out HC/OC 366/2024 in its entirety on the ground that the claim in misrepresentation was time-barred.[339] The application was dismissed by the AR hearing it, and the defendant appealed against the decision.[340]

23.114 The General Division allowed the appeal.[341] While this chapter will not go into the details of the case that are irrelevant to the topics of mediation and ADR, what is pertinent to this chapter is that Lee Seiu Kin SJ addressed the claimant's argument that the defendant had waived its limitation defence because it had attempted to mediate the claim. The claimant's reasoning was that "if their claim was time-barred, there would have been no live dispute, thus mediation would serve no purpose and the defendant would not have agreed to mediate."[342] Lee SJ criticised this argument for misunderstanding the nature of amicable resolution, pointing out that a live dispute would be evident from how one party believes that it has a valid defence while the other disagrees. A successful defence would eventually defeat a claim, but it would not mean that no live dispute exists. Importantly, Lee SJ drew out and roundly rejected the "absurd conclusion that whenever a potential defendant engages in amicable resolution, it concedes or waives any defence it might later raise in court".[343]

337 [2025] SGHC 109.
338 *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [1], [4] and [12].
339 *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [13]. Note also that the defendant had not filed its defence at the time of the hearing of the striking out application: see *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [13].
340 *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [22].
341 *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [2].
342 *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [157].
343 *Far East Opus Pte Ltd v Kuvera Properties Pte Ltd* [2025] SGHC 109 at [157].

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23.115 This case confirms that participation in mediation or other methods of amicable resolution would not, in and of itself, endanger parties' subsequent reliance on potential limitation defences.

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