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**POST-MEDIATION COMPLIANCE IN ALTERNATIVE
DISPUTE RESOLUTION: A COMPARATIVE STUDY OF
SINGAPORE, THE UNITED KINGDOM AND INDIA WITH
REFORM PROPOSALS TO STRENGTHEN ENFORCEMENT
AND PERFORMANCE IN INDIA**

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ABSTRACT

Mediation is usually praised for reducing litigation delays, preserving relationships, and giving parties control over their disputes. However, the success of mediation cannot be measured only by signing a settlement agreement - Its real value depends on whether the settlement is performed after the mediation ends, i.e after the signing of the settlement agreement. A settlement that remains only on paper does not resolve the dispute; it merely changes the form of the dispute from the original claim to a later battle over breach, interpretation, execution or validity. This paper therefore examines post-mediation compliance as a central but often neglected part of Alternative Dispute Resolution.

The paper compares Singapore, the United Kingdom and India. Singapore represents an institution-led and statute-backed model. Through the Mediation Act 2017 and the Singapore Convention on Mediation Act 2020¹, it links enforceability with recognized mediation institutions, certified mediators and the court-backed recognition. In United Kingdom, particularly England and Wales, represents a procedure-led model. It relies mainly on contract law, consent orders, Tomlin orders, case management powers and costs consequences under the Civil Procedure Rules². While India represents an emerging statute-led model. The Mediation Act, 2023³, is a progressive framework for mediated settlement agreements which includes authentication, registration, decree-like enforcement, and limited challenge grounds. However, now India's challenge is not only legal recognition, but it is also practical performance.

This paper argues that India should move from a settlement-recognition model to a settlement-performance model. Merely declaring mediated settlement agreements enforceable will not be enough if execution is lacking behind, settlement drafting is vague, mediator accreditation is uneven, and challenge proceedings become a new delaying tactic. India needs a compliance

architecture that includes digital verification, standard settlement clauses, fast-track enforcement, strict challenge rules, mediator accreditation, compliance review mechanisms, costs sanctions and sector-specific mediation protocols. The central claim of this paper is that mediation in India will become credible only when the law treats settlement performance as seriously as settlement formation.

Keywords:

- Mediation
- Alternative Dispute Resolution
- Post-Mediation Compliance
- Mediated Settlement Agreement
- Mediation Act, 2023
- Singapore Convention Model
- Tomlin Order
- Civil Procedure
- India Legal Reform

INTRODUCTION

Mediation is often described as an alternative to litigation. It is less adversarial, less formal, and more flexible than normal ordinary court proceedings. Mediation is also distinct from arbitration since in arbitration, the process ends up with a mandatory decision made by a third party. Mediation differs from litigation in that it doesn't include any processes such as pleadings, cross-examination, judgments, and evidence. It is valid because of the mutual consent of the two parties. Parties are encouraged to speak, negotiate, understand commercial or personal realities, and arrive at terms that they can voluntarily accept.

This makes mediation attractive in a wide range of disputes: commercial claims, family disputes, workplace conflicts, consumer matters, property disputes, community conflicts, and civil claims where time, cost, and relationships matter more in reality. However, mediation also has a weakness that is often hidden behind settlement statistics in reality. A mediation Centre may report that a large number of cases have been settled, but settlement is not the same as compliance. A party may sign an agreement and still fail to pay or perform. A party may promise to vacate property and then delay possession. A business debtor may agree to instalments only to buy time. A family settlement may contain vague future obligations that later become

impossible to enforce. In such cases, mediation does not end the dispute. It merely creates a new dispute again about the settlement itself.

THE CENTRAL QUESTION OF THIS PAPER IS THEREFORE: what happens after mediation succeeds on paper?

Post-mediation compliance refers to the legal and institutional mechanisms that ensure that parties honor mediated settlement agreements. It includes the enforceability of the settlement, the procedure for converting it into an order or decree, the grounds for challenge, the quality of mediator authentication, the drafting of settlement clauses, the speed of execution and the consequences of tactical default. Compliance is not merely a private contractual concern. It is a public justice issue. When mediation is promoted by courts and legislatures, the legal system must also ensure that settlements reached through mediation can be reliably performed.

This paper compares three jurisdictions. Singapore is selected because it has built a deliberate institutional mediation ecosystem and has adopted both domestic and international enforcement mechanisms. The United Kingdom is selected because it does not depend on a comprehensive mediation enforcement statute, but uses contract law, court orders, Tomlin orders, costs consequences and case management to support settlement performance. India is selected because it is at a formative moment. It has enacted the Mediation Act, 2023⁴, but must still convert statutory promise into practical enforcement.

LITERATURE REVIEW

The existing legal scholarship on mediation recognises that a mediated settlement agreement is usually rooted in contract law. When parties voluntarily agree to definite terms and sign the settlement with legal intention, the agreement becomes binding between them⁵. However, contract-based enforcement alone may not be sufficient in the mediation context. If a party defaults after settlement and the other party is forced to initiate fresh proceedings for breach or specific performance, the purpose of mediation is weakened. Mediation is intended to reduce litigation, not create a second round of litigation over the settlement itself.

Comparative literature shows that different jurisdictions have responded to this problem in different ways. Singapore has adopted an institution-led statutory model. The Mediation Act 2017 allows qualifying mediated settlement agreements to be recorded as orders of court⁶, while the Singapore Convention on Mediation Act 2020 provides a framework for international commercial mediated settlements⁷. The Singapore model demonstrates the importance of linking enforceability with institutional safeguards, certified mediators and recognised mediation service providers.

The United Kingdom, particularly England and Wales, follows a more procedural and court-managed approach. Mediated settlements may be enforced through ordinary contract law, but where proceedings are already pending, parties often use consent orders or Tomlin orders⁸ to preserve an efficient enforcement route. The Civil Procedure Rules, costs of sanctions and judicial case management⁹ also encourage parties to engage seriously with ADR. Cases such as *Halsey v Milton Keynes General NHS Trust*¹⁰ and *Churchill v Merthyr Tydfil County Borough Council*¹¹ show the growing role of courts in encouraging and supervising ADR participation.

In India, earlier mediation discourse largely focused on reducing court backlog through Section 89 of the Code of Civil Procedure¹², court-annexed mediation, Lok Adalat and commercial pre-institution mediation. The Supreme Court's decisions in *Salem Advocate Bar Association v Union of India*¹³ and *Afcons Infrastructure Ltd v Cherian Varkey Construction Co.*¹⁴ helped develop India's ADR framework. The Mediation Act, 2023 marks an important shift¹⁵ by giving statutory recognition to mediated settlement agreements and providing for their enforcement. However, Indian literature still gives comparatively less attention to post-mediation compliance, especially the practical problem of whether settlements are actually performed after they are signed. This paper addresses that gap by focusing specifically on post-mediation compliance. It argues that the success of mediation should not be measured only by settlement rates, but by actual performance of settlement obligations. The paper therefore examines how India can strengthen enforcement, reduce tactical default, improve settlement drafting and build a more performance-oriented mediation framework.

RESEARCH METHODOLOGY

In this paper, the research methodology is that of doctrinal and comparative legal research. Doctrinal research is applied in analyzing the laws, procedures, case law, and official sources on the issue of enforcement of mediated settlement agreements. This paper seeks to analyze the Mediation Act, 2023 of India¹⁶, the Mediation Act 2017 and Singapore Convention on Mediation Act 2020 of Singapore¹⁷ and the Civil Procedure Rules, Tomlin Orders and judicial decisions of England and Wales¹⁸.

The comparative approach will be employed in analyzing Singapore, the United Kingdom and India as three distinct post-mediation compliance regimes. Singapore will be analyzed as an institution-led statutory regime, which links enforceability with certified mediators and recognized mediation service providers. The United Kingdom will be analyzed as a procedure-led regime, where contract law, court orders, cost penalties and judicial case management

facilitate compliance. India will be analyzed as an emergent statutory regime that has recognized mediated settlement agreements but is struggling with implementation issues.

This paper draws upon primary legal sources including statutes, rules, judicial pronouncements, and other official government documents. Secondary sources, including institutional accounts and comparative legal perspectives, are utilized for supporting the discussion. This paper will not attempt to carry out any empirical study in order to ascertain the default rates of settlements since there is no jurisdiction wide data available with respect to the performance of post-mediation settlements.

The scope of this paper is largely confined to civil and commercial mediations. Any mention to family, consumer, employment and property related mediations is only relevant from the standpoint of compliance design. The core research question is as follows: how can post-mediation compliance be improved in India so that the mediated settlement agreements not only gain recognition in law, but are also performed in reality?

I. CONCEPTUAL FRAMEWORK: SETTLEMENT FORMATION AND SETTLEMENT PERFORMANCE

A mediated settlement agreement begins as a consensual document. If parties voluntarily agree to clear terms, intend legal consequences and sign through an authorized person, the settlement generally has contractual force¹⁹. Traditional contract law can therefore treat breach of a mediated settlement as a breach of contract. However, ordinary contract enforcement is often too slow for mediation purposes. If a party must file a fresh suit to enforce the settlement, then mediation has only postponed litigation.

Modern mediation law tries to solve this challenge by creating stronger enforcement routes. Some systems allow mediated settlements to be recorded as court orders²⁰. Others allow them to be enforced as decrees²¹. Internationally, the Singapore Convention on Mediation to create a cross-border framework²² for enforcing international commercial mediated settlements. The common objective is a procedural economy: a party who has already mediated and settled should not be forced to start an entirely new dispute merely to obtain performance.

But at the same time, enforcement of mediation agreement cannot be mandatory in all cases. The mediation process is voluntary and confidential in nature. There are risks of vulnerability due to threats, coercion, inequality in negotiation power, misrepresentation, or impersonation. Hence, there needs to be proper balancing of the two interests. First, proper agreements need to be easily enforced. Secondly, defective agreements need to have an opportunity for challenge.

The hard part is to ensure that challenge does not become a delaying tactic.

This distinction between formation and performance is central to the Indian debate. India has spent considerable policy energy encouraging mediation, especially to reduce court backlog. But if post-settlement enforcement is weak, mediation may become another procedural layer rather than a real dispute resolution mechanism. The future of mediation depends on whether legal systems can move from asking “was the dispute settled?” to asking “was the settlement performed?”

II. SINGAPORE: INSTITUTIONAL ASSURANCE AND COURT-BACKED ENFORCEMENT

It is for this reason that Singapore makes an ideal example because in the country, mediation is part of a wider dispute resolution ecology. It is not about enacting laws alone. It entails laws, processes, institutions, mediator certification, and even international commercial considerations.

The Mediation Act, 2017 forms the centerpiece of the domestic mediation system in Singapore²³. As per section 12, any mediated settlement agreement can become an order of court provided certain statutory conditions are met²⁴. This is significant because it means that the settlement will not remain only as a private contractual agreement. As soon as the settlement is registered, it attains the sanctity of being a court in order. It becomes much easier to enforce such orders directly, and there is a psychological strength attached to them because now the parties are aware of the legal implications of the settlement rather than its commercial or moral one.

This does not mean that Singapore offers the same privilege to all informal settlements. The fact that the process of mediation must be done through a certified mediator or mediation service provider²⁵ shows how the policy has been considered by the law.

Furthermore, Singapore’s framework is augmented by the Singapore Convention on Mediation Act 2020²⁶, which enforces the United Nations Convention on International Settlement Agreements Resulting from Mediation²⁷. This convention was made to solve an issue that arose in international business. Arbitral awards were protected by the New York Convention, but there was no similar enforcement regime for mediated settlement agreements. The Singapore Convention makes it possible to enforce or invoke qualifying international commercial settlement agreements, depending on specific refusal grounds²⁸.

The takeaway from the Singapore’s model is not the necessity to adopt the Singapore

framework verbatim for all countries. The takeaway is that the best way for enforcement of dispute resolution mechanism is the one where laws work together with the institutions. Statutes can provide rights of enforcement, but it is the institutions who give confidence. Certified mediators, recognized providers, procedure guidelines, and friendly court system towards mediation lower the chances that settlement enforcement would just turn into litigation.

There is much more that can be learned from the Singapore with respect to India. With respect to the process of enforcement, if this involves decree-like powers without adequate mediator standards, drafting rules, and verification measures, there may be difficulties with enforcement in the areas of fraud, coercion, and ambiguity or lack of jurisdiction.

III. UNITED KINGDOM: PROCEDURAL PRAGMATISM, TOMLIN ORDERS AND COSTS DISCIPLINE

The United Kingdom, especially England and Wales, follows a different model. It does not depend on one comprehensive mediation statute. Instead, it uses contract law, civil procedure, court orders and costs consequences to support settlement.

Mediated settlements in English law are typically enforceable as contracts²⁹. Where there has been a breach of contract, the aggrieved party can sue breach of contract. But in cases where litigation has commenced, more efficient ways of settling exist. For example, the settlement may be formalized in a consent order or a Tomlin order³⁰. Tomlin orders are helpful since they allow the litigation process to be suspended by agreement, usually included in a confidential schedule, and allow parties to return to court if the agreement has been violated. This means that one does not have to start litigation from scratch.

The UK model relies heavily on behavioral incentives. Courts cannot compel parties to settle, but they have control on litigation behavior. The Civil Procedure Rules empower the courts with wide-ranging case management powers and cost discretion³¹. In *Halsey v Milton Keynes General NHS Trust*³², the Court of Appeal held that it was reasonable for a judge to find unreasonable conduct on the part of a party who refused to take part in mediation. There have been further developments in this regard, which include the judgment in *Churchill v Merthyr Tydfil County Borough Council*³³.

For post-mediation compliance, the UK's contribution lies in practical drafting and procedural embedding. A settlement is safer when it anticipates default. Payment dates, grace periods, default interest, acceleration clauses, authority warranties, confidentiality terms, tax

consequences and liberty-to-apply mechanisms are not minor for details. They determine whether a settlement can be enforced efficiently. The Tomlin order is valuable because it allows settlement terms to remain confidential while preserving a procedural route back to court.

India can learn from the UK's costs culture. In India, costs are often nominal and do not sufficiently deter tactical conduct. If a party signs a mediated settlement, receives the benefit of delay or withdrawal of proceedings, and then defaults without justification, the legal system should impose realistic costs. Otherwise, mediation can be exploited as a delayed strategy.

IV. INDIA: STATUTORY BREAKTHROUGH AND IMPLEMENTATION RISK

The law of mediation in India has been brought in a gradual manner. Under Section 89 of the Code of Civil Procedure, 1908³⁴, it was provided that the courts could refer the disputes to other modes of resolving disputes, which may include mediation. In the matter of Salem Advocate Bar Association v Union of India³⁵, the Supreme Court helped to evolve the process of ADR, whereas in Afcons Infrastructure Ltd v Cherian Varkey Construction Co³⁶, the mechanism of Section 89 was explained.

The Mediation Act 2023 is a landmark statute³⁷. The Act accepts mediated settlement agreements, online mediation, mediation certification, registration, grounds of challenge and the Mediation Council of India. As per Section 19, a mediated settlement agreement is any written agreement³⁸ between the parties to a dispute made through mediation, which settles some or all disputes and signed by the parties and certified by the mediator. As per Section 27, such an agreement will be final and binding³⁹ and enforceable in the same manner as judgment or decree, save for Section 28. Section 28 provides grounds of challenges⁴⁰ including fraud, corruption, impersonation and unfit for mediation disputes.

However, India must distinguish between enacted text and operational reality. The Act contains the framework for enforcement, but its implementation depends on commencement of notifications⁴¹, subordinate rules, institutional capacity and court practice. A provision written in a statute does not automatically create a working enforcement culture. This is particularly important because India's civil execution system is already burdened by delay⁴². If mediated settlement agreements enter the ordinary execution queue without priority, decree-like status may not deliver practical speed.

India's first vulnerability is execution delay. A settlement that is enforceable as a decree is only useful if execution is faster than ordinary litigation. Otherwise, a party may reasonably ask why

it should compromise if breach leads to years of enforcement proceedings.

The second vulnerability is mediator authentication. The Act gives the mediator an important role in authenticating the mediated settlement agreement. This makes the mediator a gatekeeper of enforceability. If accreditation, ethics training and institutional oversight are weak, authentication may become mechanical. A careless authentication system will invite later disputes about consent, authority, coercion and procedural fairness.

The third potential weakness of settlements is the drafting of the same. Most settlement agreements contain vague and optimistic language. In such language, parties promise to “cooperate,” “make payments in future,” “withdrawing cases,” “executing documents,” or “settling all disputes.” Although this kind of language may appeal to emotions at the time of mediation, it is poor language for implementation purposes. Settlement agreement should not read like minutes of a meeting. It should read like a performance agreement.

The fourth vulnerability is challenge abuse. Section 28 rightly allows limited challenges such as fraud, corruption, impersonation, and non-mediability are serious concerns. But if courts entertain vague allegations without strict pleading requirements, challenge proceedings may become the new adjournment mechanism. A party should not be able to sign a settlement, benefit from it, and later raise vague claims of pressure or misunderstanding merely to delay performance.

India’s challenge is therefore not the absence of mediation policy. It is the gap between legal recognition and practical performance.

V. COMPARATIVE ANALYSIS

| Issue | Singapore | United Kingdom | India | Lesson for India |
|-------------------|--|--|---|--|
| Core model | Institution-led and statute-backed | Procedure-led and contract-based | Statute-led but implementation-dependent | Build institutions, not only provisions |
| Enforcement route | Court-order recording and Convention framework ⁴³ | Contract action, consent order, Tomlin order, liberty to apply ⁴⁴ | Decree-like enforcement under Mediation Act framework ⁴⁵ | Ensure execution is faster than ordinary decrees |

| | | | | |
|----------------------|---|---|--|---|
| Quality filter | Designated provider or certified mediator | Professional legal drafting and court supervision where proceedings exist | Mediator authentication and proposed Mediation Council | Link stronger enforcement to accredited processes |
| Compliance incentive | Court-backed recognition and international enforceability | Costs sanctions and case management | Formal enforceability, but weak costs culture | Use realistic costs for tactical breach |
| Key risk | Formal requirements may exclude informal settlements | No single unified mediation statute | Delay, vague drafting, uneven standards | Create performance-focused procedures |

The comparison shows that there is no single model that is perfect. Singapore offers clarity and institutional confidence. The UK offers flexibility and procedural discipline. India has statutory ambition, but its success will depend on execution design. India should not blindly copy either model. It should adopt a hybrid approach: Singapore-style quality assurance, UK-style drafting discipline and costs consequences, and India-specific fast-track execution suited to local court conditions.

VI. REFORM PROPOSALS FOR INDIA

The effectiveness of the Mediation Act, 2023 shall depend not only on the provision of statutory recognition to mediated settlement agreements but also on the creation of institutional mechanisms through which these agreements can be effectively enforced. It will not help to have a legally binding agreement if it cannot easily be enforced since this will defeat the entire object of mediation. In view of this, the focus of India's reforms must now shift from the creation of settlements to the enforcement of compliance after mediation.

1. Creation of a Digital Registry for Mediated Settlement Agreements

India must set up a digital registry for mediated settlement agreements. This need not affect the confidential nature of mediation, but the system will include verification details regarding the parties to the mediation, the mediator, the mediation service provider, the date of settlement, details regarding authentication, the case number, if any, the number of registrations of the

settlement agreement and some other metadata.

Establishment of this type of registry will prevent any conflicts that can arise due to the doubt in the existence of the mediated settlement agreement, or in its validity or alteration. This registry will help to prevent any risk of losing, tampering, or denying settlement papers later. Such registry will have great importance in online mediation, business dispute resolution, property disputes, and financial transactions where issues of identity and authentication become highly relevant for enforcement purposes.

2. Standardizing Settlement Drafting through Model Clauses

The Mediation Council of India, High Court Mediation Centers and Commercial Courts should formulate and publish model clauses for mediated settlement agreements. The model clauses should not limit the autonomy of the parties but should offer a dependable template for recurrent provisions. Examples of model clauses include clauses on payment schedule, default in payment installment, acceleration of the obligation to pay, interest on late payments, executing of documents, giving of possession, withdrawing from pending matters, confidentiality, taxes and stamp duties, authority and consequences of breach.

In a mediated settlement agreement, it is insufficient to state that a party has undertaken to make payment “in instalments”. Instead, the agreement must detail the total amount payable, the dates of payment, the method of payment, bank particulars, grace period, interest on default, single missed installment causing acceleration of the liability and the exact consequence of breach. In property settlement, the agreement must describe the property, the necessary documents to be signed, registration requirements, date of handing over of possession, mutation procedures, and cost allocation. While such provisions may seem technical, they frequently decide whether there will be compliance with the mediated settlement or new litigation.

3. Creating Fast-Track Enforcement Procedures⁴⁶

The process of mediation, in order to make it more effective than litigation, must ensure that mediated settlement agreements are easier to execute than the regular decrees. Thus, the Indian government needs to provide fast-track mechanisms for the execution of mediated settlement agreements in commercial courts, district courts and family courts. The provision of treating mediated settlement agreements as decrees provided by the Mediation Act, 2023, will prove to be of no value at all, if their execution becomes a part of the regular civil execution procedure. Such a mechanism does not need to establish an entirely new judicial structure in every district right away. The process may begin with making provisions for listing of execution petitions

based on mediated settlement agreements within a certain timeframe. The objections must be allowed only in statutory grounds, adjournments must be kept to the minimum possible extent, and strategic objections must face proper costs. Otherwise, the entire mediation process might end up becoming just another way to enter into the same old slow enforcement system.

4. Restricting Challenge Proceedings through Strict Pleading and Limitation Rules

The process of challenging mediated settlement agreements should be carefully regulated. Certainly, the law should safeguard the ability to challenge the settlement agreement for good cause such as fraud, corruption, impersonation or mediability of the matter. On the other hand, unsubstantiated challenges of intimidation, misunderstanding and unfairness should not render unenforceable an otherwise valid settlement agreement.

Whereas a party intends to challenge a mediated settlement agreement, he/she should plead in his/her case precisely stating the circumstances under which the challenge is being raised. In other words, the challenge should specify what happened, when, who, on what basis, and why it had not been raised earlier. Additionally, there should be strict limitation periods in respect of the above-mentioned claims. In cases where the court finds that the claim is being made frivolously or as part of some tactics, the cost should be imposed realistically in order to protect the genuineness of consent and at the same time discourage defaulters.

5. Linking Decree-Like Enforcement to Mediator Accreditation

Mediation certification must not simply be a technicality; it must indicate that certain minimum procedural steps were followed in the mediation process. In India, there should be better enforcement of decrees for those mediated settlements which have been achieved through the efforts of certified mediators or authorized mediation service providers. This will increase the credibility of the settlement process and will lead to fewer disputes regarding voluntariness, identity, authority, and procedure in the future.

There must be training for the mediators in areas of ethics, conflicts of interest, power imbalance, screening of domestic violence cases, drawing up commercial settlements, confidentiality, online mediation, and record keeping. The mediator must keep procedural records such as attendance at the mediation session, consent to mediate, proof of identity, authority of the representative and proof that each party was afforded an opportunity to seek legal advice. However, these records must not contain any information about the confidential communication or position taken in the negotiation process.

6. Introducing Post-Settlement Compliance Review Hearings

For court referrals, there needs to be a post-settlement review by the courts for a brief period in cases whereby there are duties which need to be fulfilled in the future. The review will be of much help especially in cases of instalment payments, matrimonial, maintenance, possession delivery and commercial disputes whereby performance is phased.

The main objective of the review should not be to open again the substance of the original dispute but to determine whether the settlement was carried out according to the agreement. If the agreement was fulfilled, the case could then be closed officially while in case of default, the court could identify the breach and go straight into enforcement proceedings. This way, the mediated settlement will not be lost within the realm of private uncertainty after marking the court record as settled.

7. Strengthening Costs and Conduct Sanctions⁴⁷

India needs to put in place more tangible cost implications where parties act in bad faith in mediation or breach mediated settlement agreements without reasonable cause. Mediation is supposed to be voluntarily as far as its results are concerned; however, the legal process does not have to be impartial where there is bad faith behavior. A party that enters into a settlement agreement, gains litigation and fails to honor the same ought to face tangible consequences in terms of costs and interest among others.

An example from England and Wales shows that costs consequences affect the way people behave when it comes to litigation. India's generally poor costs culture undermines the deterrent nature of procedural behavior. Tangible cost consequences will show that there is a legal commitment where parties agree on settlement in mediation.

8. Measuring Compliance, Not Merely Settlement Rates

In addition to the number of cases referred for mediation and settled, mediation centres must indicate how many of the settlement agreements reached via mediation have been implemented. Such useful categories could be - fully performed in time, partially performed, in default, execution instituted, challenge instituted, challenge dismissed, and challenge allowed. With this type of information, policymakers will know why some settlements do not work. This can allow for the inclusion of clauses that address the reason for default in cases where settlement of payments is done in installments, and defaults happen most times after the second installment. The same goes for cases involving properties, where challenges arise during registration of documents. Without this information, there may be an overemphasis on the

success of mediation in India.

9. Developing Sector-Specific Mediation Protocols

India must refrain from using a one-size-fits-all model for mediation settlements. Different types of disputes require different mechanisms for ensuring compliance. Debts related to commercial transactions need guarantees of payments, default and acceleration clauses. Disputes regarding property issues need title searches, identification of documents, registration times, and possession procedures. Disputes arising from family matters need safety measures, child protection, and sensitivity to power differences. Disputes involving employment issues need confidentiality provisions, tax considerations, release of information and protection from coercion. Disputes between consumers and businesses need clear language and rapid monitoring and enforcement procedures.

Dispute-specific mediation guidelines will help mediators and lawyers' draft mediation agreements that address the concerns associated with specific types of disputes. In addition, they will protect weaker parties when dealing with situations involving unequal bargaining power. These guidelines will not compromise party autonomy; on the contrary, they will provide a framework for negotiating and drafting effective settlements.

10. Strengthening Safeguards for Online Mediation

The recognition of online mediation under statute is a positive step toward access to justice. At the same time, online mediation needs further procedural protections, such as identity verification through digital means, secured electronic signatures, encryption for storage purposes, validation of consent, protection from undue external influences and determination of jurisdictional issues.

Each of these elements poses different challenges in the context of online mediation, ranging from impersonation and external influences on one's decision-making process, to lack of technological skills, insufficient comprehension of the terms and future denial of the consent to be bound. In view of all these issues, the concluding stage of the settlement in online mediation requires special attention. Parties should first validate their identities, authorities, and consent to be bound before electronically signing the document.

CONCLUSION

Mediation should not be judged by the handshake at the end of a session. It should be judged by whether the promise made in that session is performed outside in reality. Singapore, the United Kingdom and India show three different approaches to this problem. Singapore shows the value of statutory clarity, institutional mediation and court-backed recognition. The United Kingdom shows the value of procedural pragmatism through contract enforcement, Tomlin orders, costs consequences and active case management. India's Mediation Act, 2023 shows legislative ambition, but India's challenge is implementation.

The Indian reform agenda must now shift from mediation promotion to mediation performance. The Courts, mediators, lawyers, and policy makers should consider mediated settlement agreements to be legally enforceable documents as soon as they are drafted. The compliance mechanism should include clear clauses in the agreement, authentication by the mediator, digital validation, speedy execution, and few challenge grounds.

If India succeeds, mediation can become a serious civil justice pathway. If it fails, mediation may be seen as another procedural pause before the real battle begins. The future of Indian mediation therefore depends on a simple principle: settlement must not only be reached; it must be performed.

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7. Department of Legal Affairs, Government of India, notification relating to the enforcement of selected provisions of the Mediation Act, 2023.
8. National Judicial Data Grid and Department of Justice materials relating to court pendency and alternative dispute resolution policy.

IV. Explanatory Notes / Authorities Relied Upon

1. Singapore Mediation Act 2017, Section 12.
2. United Nations Convention on International Settlement Agreements Resulting from Mediation, Article 1.
3. Singapore Convention on Mediation Act 2020.
4. Civil Procedure Rules, England and Wales, Part 44.
5. Practice Direction on Pre-Action Conduct and Protocols, England and Wales.
6. *Halsey v. Milton Keynes General NHS Trust* [2004] EWCA Civ 576.
7. *Churchill v. Merthyr Tydfil County Borough Council* [2023] EWCA Civ 1416.
8. Mediation Act, 2023, Sections 19, 27 and 28.
9. Department of Legal Affairs, Government of India, Notification S.O. 4384(E), dated 9 October 2023.

- ¹ The Mediation Act, 2017 (Singapore), s. 12; Singapore Convention on Mediation Act, 2020.
- ² Civil Procedure Rules, 1998 (England and Wales), Part 44
- ³ The Mediation Act, 2023 (Act 32 of 2023), ss. 19, 27 and 28.
- ⁴ The Mediation Act, 2023 (Act 32 of 2023)
- ⁵ The Indian Contract Act, 1872 (Act 9 of 1872), s. 10.
- ⁶ Mediation Act 2017 (Singapore), s 12
- ⁷ Singapore Convention on Mediation Act, 2020
- ⁸ Tomlin v. Standard Telephones and Cables Ltd., [1969] 1 WLR 1378
- ⁹ Civil Procedure Rules 1998 (England and Wales), Part 44.
- ¹⁰ Halsey v Milton Keynes General NHS Trust [2004] EWCA Civ 576
- ¹¹ Churchill v Merthyr Tydfil County Borough Council [2023] EWCA Civ 1416
- ¹² Code of Civil Procedure, 1908, s 89
- ¹³ Salem Advocate Bar Association, Tamil Nadu v Union of India (2005) 6 SCC 344
- ¹⁴ Afcons Infrastructure Ltd v Cherian Varkey Construction Co (P) Ltd (2010) 8 SCC 24
- ¹⁵ Mediation Act, 2023
- ¹⁶ Mediation Act, 2023
- ¹⁷ Mediation Act 2017 (Singapore); Singapore Convention on Mediation Act 2020
- ¹⁸ Civil Procedure Rules 1998 (England and Wales), Part 44; Tomlin v Standard Telephones and Cables Ltd [1969] 1 WLR 1378
- ¹⁹ Indian Contract Act, 1872, s 10
- ²⁰ Mediation Act 2017 (Singapore), s 12
- ²¹ Mediation Act, 2023, s 27
- ²² United Nations Convention on International Settlement Agreements Resulting from Mediation, 2018, arts 1 and 3
- ²³ Mediation Act 2017 (Singapore)
- ²⁴ Mediation Act 2017 (Singapore), s 12
- ²⁵ Mediation Act 2017 (Singapore), s 12.
- ²⁶ Singapore Convention on Mediation Act 2020
- ²⁷ United Nations Convention on International Settlement Agreements Resulting from Mediation, 2018
- ²⁸ United Nations Convention on International Settlement Agreements Resulting from Mediation, 2018, art 5
- ²⁹ Indian Contract Act, 1872, s 10; general principles of contract formation and enforceability
- ³⁰ Tomlin v Standard Telephones and Cables Ltd [1969] 1 WLR 1378
- ³¹ Civil Procedure Rules 1998 (England and Wales), Part 44
- ³² Halsey v Milton Keynes General NHS Trust [2004] EWCA Civ 576
- ³³ Churchill v Merthyr Tydfil County Borough Council [2023] EWCA Civ 1416
- ³⁴ Code of Civil Procedure, 1908, s 89
- ³⁵ Salem Advocate Bar Association, Tamil Nadu v Union of India (2005) 6 SCC 344
- ³⁶ Afcons Infrastructure Ltd v Cherian Varkey Construction Co (P) Ltd (2010) 8 SCC 24
- ³⁷ Mediation Act, 2023
- ³⁸ Mediation Act, 2023, s 19
- ³⁹ Mediation Act, 2023, s 27
- ⁴⁰ Mediation Act, 2023, s 28
- ⁴¹ Notification S.O. 4384(E), Ministry of Law and Justice, Department of Legal Affairs, Government of India, 9 October 2023
- ⁴² Code of Civil Procedure, 1908, Order XXI; National Judicial Data Grid, Department of Justice, Government of India
- ⁴³ Mediation Act 2017 (Singapore), s 12; Singapore Convention on Mediation Act 2020
- ⁴⁴ Tomlin v Standard Telephones and Cables Ltd [1969] 1 WLR 1378; Civil Procedure Rules 1998 (England and Wales), Part 44
- ⁴⁵ Mediation Act, 2023, s 27
- ⁴⁶ Mediation Act, 2023, s 27; Code of Civil Procedure, 1908, Order XXI
- ⁴⁷ Civil Procedure Rules 1998 (England and Wales), r 44.2