

## Mediation Success at IPOS



**Drama Box Ltd  
&  
Storymatrix Pte. Ltd  
[2025] SGIPOS MED 2**

	Applicants	Opponents
<b>Name</b>	Storymatrix Pte. Ltd	Drama Box Ltd
<b>Nationality / Country of Incorporation</b>	Singapore	Singapore
<b>Representation</b>	Gateway Law Corporation	Bih Li & Lee LLP <sup>1</sup>
<b>Lawyers</b>	Mr Max Ng Ms Annie Dai Ms Hu Yutong (practice trainee)	Mr Wang Liansheng Ms Aileen Chua

<b>Mediation Institution</b>	WIPO Arbitration and Mediation Center (“WIPO Center”)
<b>Mediator</b>	Mr Soh Kar Liang (“Mediator”)
<b>Shadow Mediator<sup>2</sup></b>	Ms Sandy Widjaja, <sup>3</sup> Shadow Mediator
<b>Date of Mediation</b>	2 and 3 April (both hybrid) <sup>4</sup> ; 17 April, 9 May and 2, 3 and 5 June 2025 (all online)
<b>Mode of Mediation</b>	Hybrid and online

### Introduction

The case relates to an opposition to the mark

# DramaBox

applied for in relation to goods and services in Classes 9 and 41 (“Application Mark”).

### The Parties

The Opponents, founded in 1990, are a theatre company in Singapore. The Opponents are also a charity and Institution of Public Character registered in Singapore and supported by the National Arts Council under the Major Company Scheme since 2008. The Opponents are known to be a socially-engaged theatre company creating works that inspire dialogue. The Opponents regularly present their theatre works, including plays, performances and screenplay, under the mark “Drama Box” both in Singapore and other parts of Asia.

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<sup>1</sup> Ms Zheng Pei, from Viering, Jentschura & Partner LLP, represented the Opponents for the registration of the Opponent’s mark only and was only present (in person) for the first day of the mediation.

<sup>2</sup> It is a condition of funding under the IPOS Revised Enhanced Mediation Promotion Scheme (“REMPS”) that parties allow a “shadow” mediator to sit in and observe the mediation.

<sup>3</sup> Senior Legal Counsel, Hearings & Mediation Department, IPOS.

<sup>4</sup> This means that the mediation was conducted partly in person and partly online. The Singapore lawyers for both parties and the parties’ representatives met with the Mediator in person, while the Applicants’ external counsel in Beijing participated in the mediation online.

The Applicants are a media and technology company in the business of providing online media entertainment. They are a Singapore-incorporated exempt private company limited by shares. The Applicants use the Application Mark in connection with a platform that features a vast selection of web, film and television series of a wide variety of genres. The Applicants provide viewing of such entertainment series in bite-sized, episodic formats, such that each series comprises several short clips.

### **The Dispute**

The Opponents intimate that the Applicants' use of the Application Mark has resulted in the public thinking that the Applicants' platform is run by the Opponents. The main instances of confusion relied on by the Opponents are emails received by the Opponents. They were from subscribers to the Applicants' platform and pertained to issues which they encountered in relation to their accounts with the Applicants. The Opponents recounted that they have received about 500 such emails over the course of two years.

The parties agree in principle that they are in different areas of business. The Opponents, unlike the Applicants, are not commercially motivated and the content produced by the Opponents pertain to social issues. The parties also agreed very early on in the mediation<sup>5</sup> that a co-existence arrangement via a settlement agreement is the way forward.

However, the devil is in the details of the terms of the settlement agreement (more below).

### **IPOS Revised Enhanced Mediation Promotion Scheme (REMPS)**

Under REMPS, the parties in a mediation case can receive reimbursement of mediation costs of up to S\$8,000 (where only Singapore IP rights are involved) or S\$12,000 (where both Singapore and foreign IP rights are involved).<sup>6</sup>

### **Mediation Process**

The mediation spanned over several days, both via in person meetings as well as online video conferences.

On the first and second day,<sup>7</sup> the Applicants' representatives from China were present in person. They<sup>8</sup> had flown in from Beijing for the mediation and they had scheduled 2 April 2025 for the mediation. However, a settlement could not be reached by 11pm on 2 April 2025. The Mediator then proposed to continue the next day, on 3 April 2025. However, the mediation could only re-commence at 6pm on 3 April 2025 as the Applicants had already scheduled other appointments throughout the day. Unfortunately, a settlement could not be reached by 1.30am on 4 April 2025 and the mediation had to be suspended as the Applicants' representatives had to depart for Beijing at 9am that same morning.

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<sup>5</sup> Around noon on 2 April 2025, which was the first day of the mediation.

<sup>6</sup> It is a condition of funding under the REMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement and thus this article.

<sup>7</sup> On 2 April and 3 April 2025 respectively.

<sup>8</sup> Mr Hu Shihua who is the Director / Manager of the Applicants and Ms Selena Shen Haiyen, who was the in-house counsel of the Applicants. The Applicants' external counsel from Beijing, Ms Du Yanxia, also joined online for some parts of the mediation from Beijing.

Thereafter, the mediation continued online on 17 April, and 2, 3 and 5 June 2025 with each session lasting for a fairly short period of time (around 60 to 90 minutes). This saved time and costs as the Applicants' representatives did not have to fly to Singapore again to resume the mediation.

### Challenges

The Applicants explained that in China, "co-existence" relates *only* to use of the marks in the market, and not to co-existence on the register of trade marks regulated by the Trademark Office. If the marks are identical or very close, a co-existence agreement would not help the registration of the later mark. As such, they were shocked to hear that in Singapore, parties can agree to the "co-existence" of their respective marks on the register of trade marks.

In addition, one of the main difficulties in drafting the terms of the settlement agreement pertained to the carving out of the specifications for both Classes 9 and 41. While the parties agreed that they are in different areas of business, they expressed the (same) view that both classes in contention are of importance to them.

### Reflections

The mediation demonstrated to me the importance of seeking clarification as to the parties' understanding of key concepts in the settlement agreement *before* delving into the drafting process. This is especially so when parties originate from different cultural and legal backgrounds.

The Applicants' understanding of "co-existence" (see above) was influenced by their understanding of the term in their home jurisdiction. Had this issue been clarified at the *start* of the drafting process, it would have saved parties much time and effort. In this case, the realisation only emerged around 12 hours after the start of the mediation, at 10pm on the first day of the mediation.

To the Mediator's credit, he quickly pulled parties back from this incident and encouraged parties to persevere, which was pivotal in moving the mediation forward. The Mediator took pains to remind parties of the progress which had been made since the start of the mediation. He also recounted and commended the parties for their efforts in trying to bridge their differences and find a mutually acceptable and beneficial solution. This mental uplift was crucial in helping parties push forward instead of throwing in the towel. As the Mediator commented:

The parties and respective counsels were keenly aware of the commercial realities and interests of each side ... Despite the challenges of finding the right balance, they demonstrated resilience and held fast to the goal of securing a mediated outcome ...

The Applicants agreed and remarked that "[w]hile the mediation had spanned several sessions ... and some even into the wee hours of the night, the [M]ediator ... had remained persistent and optimistic throughout".

The Mediator also took the initiative to have a session with counsel from both sides only, to iron out the niggling issues which remained unresolved towards the end of the mediation. He provided some reality testing and practical options for parties to consider in order to close the gap between the parties. This is one of the main benefits of a mediation in contrast to a negotiation. At a mediation, parties have access to an objective third party expert to help resolve persistent pain points which parties may find difficult to untangle on their own.

As the Applicants commented:

The [M]ediator ... steered parties' conversations constructively, and were effective in narrowing down the pertinent issues, such that parties were able to focus on developing a multi-pronged approach to their agreement that accounted for both legal, commercial and social considerations of both parties.

I also had the privilege of witnessing a mediation conducted partially in Mandarin. This was only possible due to the ability of the Mediator, parties' lawyers and the parties' representatives to converse in Mandarin. It was obvious that this greatly assisted the mediation process. While the Applicants' lawyers are conversant in English, it is clear that the Applicants' representatives preferred the mediation to be conducted in their native language so that they could understand the discussions first hand. In this regard, the Opponents' lawyers commented:

[O]ur Mediator ... was well-prepared to communicate in Mandarin and was of great assistance in bridging the gaps between the parties and facilitating better understanding ...

The Opponents also commended their lawyers, for, amongst others, "[t]heir ability to communicate effectively in English and Mandarin" which "helped to bridge the language difference which played a big part in moving the negotiations forward".

On the other side, the Applicants similarly commented:

The mediation was also conducted primarily in Mandarin Chinese, as Storymatrix's representatives were from China ... parties ... immensely benefitted from the [Mediator's] proficiency in not only the language itself, but also facilitating and supporting parties' dialogue in said language.

For myself, the mediation reinforced the crucial role which culture and language play in the mediation process. I was particularly heartened by the ability of the Singapore-based Mediator and the parties' (Singapore) lawyers to conduct the mediation in both Mandarin, and English (which is Singapore's working language).

## **Conclusion**

With the right mindset and perseverance, it is possible to achieve a resolution of what might have first appeared to be an intractable dispute via mediation. In this case, while the mediation took place over several sessions and via different modes, the time taken in total was about 25 hours which is a small fraction of the time which would have been required for a hearing. As the Opponents remarked:

As a nonprofit charity organisation, it is important for us to dedicate our money, time and attention on our core work, which is creating art projects that contribute to constructive social change. Without the mediation process, this could easily have become a long-drawn battle that drains our limited resources.

Importantly, the mediation culminated in a successful settlement that addressed the interests of both parties and allowed for co-existence. This is in contrast to a win-lose scenario should parties have proceeded with the opposition hearing.

Written by Sandy Widjaja, Shadow Mediator  
19 August 2025