

AMP¹ Mediation

Rasa Fitness & Dance Academy & Nur Badriah Binte Johari [2025] AMP MED 1

	Party A	Party B
Name	Rasa Fitness & Dance Academy	Nur Badriah Binte Johari
Nationality / Country of Incorporation	Singapore	Singaporean
Representation	N S Kang	Self-represented
Lawyers	Leon Koh Elsie Lim	n.a.

Mediation Institution	WIPO Arbitration and Mediation Center (“WIPO Center”)
Mediator	Ms Francine Tan (“Mediator”)
Shadow Mediator²	Ms Chloe Guai, IPOS Young IP Mediator ³
Date of Mediation	7 April 2025
Mode of Mediation	In person

Background

This mediation concerned a dispute between Rasa Fitness & Dance Academy (“Party A”) and Nur Badriah Binte Johari (“Party B”). Party A is a Singapore-registered partnership in the business of providing fitness classes including, *inter alia*, the Trampoline Fitness programme. Party B is a fitness trainer who was formerly engaged by Party A to conduct their trampoline classes.

The present dispute centred around the use of the words “Trampoline Fitness”, which features in the following trade mark that Party B registered with the Intellectual Property Office of Singapore on 1 December 2021:



¹ The WIPO-Singapore ASEAN Mediation Programme (AMP) is part of the collaboration between the Government of Singapore and WIPO, under which funding for mediation is available under certain conditions.

² It is a condition of funding under AMP that parties allow a “shadow” mediator to attend and observe the mediation.

³ The IPOS Young IP Mediator initiative was launched with the objective to give more exposure and build up experience among those who may mediate or represent parties in IP mediations in future.

Party B had ceased to be a trainer with Party A from October 2021. The dispute arose when Party A alleged that Party B was passing off – via the use of the phrase “Trampoline Fitness” in her trade mark and other marketing materials – as a trainer under their fitness programme despite no longer working for them. This stemmed from Party A’s claim that it has goodwill in the name “Trampoline Fitness”. In contrast, Party B claimed that the phrase “Trampoline Fitness” is generic, and therefore that she should be at liberty to use the phrase in marketing her independent fitness classes.

After claims were brought by Party A in court, the parties agreed to attempt mediation under the WIPO-Singapore ASEAN Mediation Programme (AMP). Under AMP, the parties in a mediation case can receive reimbursement of mediation costs, up to S\$8,000.⁴

Mediation Process

The parties met for the mediation on the morning of 7 April 2025, at the WIPO-Singapore Office. The mediation began at 10am and concluded at 4pm. Unfortunately, no settlement agreement was reached.

The mediation opened in a joint session, with the Mediator first introducing herself. She thanked the parties for coming down and briefly outlined the advantages of mediation. In particular, she emphasised its flexible and without prejudice nature. Here, she astutely noted that Party B – being unrepresented – required clarification as to what “without prejudice” proceedings entailed. At this point and indeed at multiple other junctures, the Mediator made the effort to unpack legal terms of art in layman words, ensuring that Party B would not be disadvantaged by her lack of legal counsel.

After setting out the ground rule that parties should be respectful in allowing each other to speak without interruption, the Mediator then explained that she envisioned holding private caucuses after the joint session. To this end, she assured the parties that she would keep anything disclosed during the private caucuses confidential, only relaying such information to the other side to extent that the parties have permitted her to.

The parties were then invited to take turns sharing their account of the dispute. At the start, it was noticeable that the parties relied heavily on referencing their prepared case statements. Consequently, their accounts tended to emphasise and regurgitate their legal positions. Observing this, the Mediator reminded the parties that legal positions were not the focus of mediation. Instead, she urged the parties to eschew adversarial or litigious dispositions, and to focus instead on sharing information that was *not* readily apparent in the prepared documents – namely their underlying interests, how the other’s actions have affected them, and why it was so important for them to obtain what they were seeking.

After both sides had presented their perspective on the dispute, the Mediator shifted the joint session into private caucuses. The remainder of the mediation proceeded as a shuttle mediation, which allowed the Mediator the benefit of hearing each party’s true concerns and perceptions on the dispute without inciting direct opposition from the other side. In these private sessions, the Mediator also focused on asking questions to discern each party’s best alternative to a negotiated agreement (BATNA).

After rounds of shuttling back and forth between the parties, the Mediator was able to distil the parties’ interests and BATNA. It gradually became clear that, as things stood, the goal of reaching a settlement agreement might not be attainable. The parties’ demands, formed from their BATNA,

⁴ It is a condition of funding under AMP that parties agree to named publicity, without the need to disclose specific details of the settlement agreement; hence this article.

stood at two distant ends, eluding a zone of possible agreement (ZOPA). Once this became apparent, the Mediator made the appropriate call to terminate the mediation.

Challenges

Firstly, the fact that one party was unrepresented posed unique challenges in that it created the potential for the unrepresented party to feel disadvantaged by its lack of legal counsel. This was an uneven dynamic which the Mediator demonstrated her cognisance of, as there were multiple junctures at which a discernible effort was made to explain legal concepts and to check that the unrepresented party was following. It was particularly commendable that the Mediator had to do this while simultaneously ensuring, firstly, that she still maintained a posture of neutrality towards both parties and, secondly, that she did not compromise her role as mediator by overstepping into a role of de facto legal counsel for the unrepresented party.

Secondly, a challenge arose from the fact that both parties had attached strong sentiments to their positions in this dispute, tending to view the disputed trade mark either as something they had a right to use to pursue their livelihood and passion (for Party B), or as the product of their hard work and investment (for Party A). Understandably, therefore, the mediation saw parties' emotions running high at times. The Mediator handled this well by conducting the mediation in a shuttle format, which shielded both sides from reacting to the heightened emotions of the other, while not compromising on the parties' forthrightness in sharing their true interests.

Reflections

In the course of preparation, the Mediator had been optimistic for a settlement, because there were features in the case which made it very apt for mediation. However, complications stood in the way of a settlement. The parties were rather rooted in each other's perceived wrongs and maintained diametrically opposed views. Party A was bound by non-negotiable positions imposed by external stakeholders, while Party B did not have the benefit of a legal counsel. Nonetheless, the Mediator commends and appreciates that both parties made effort to give mediation a shot and did respectively offer certain concessions from their original positions.

Party A indicated that it was satisfied with the mediation process, the mediator, and the support from WIPO; and is likely to use mediation again, as well as recommend it to others. Funding was a key factor in using mediation here.

Party B likewise gave feedback that the availability of funding was an important factor for her when deciding whether to mediate. She added that if a party has had a successful mediation, it would be likely to use mediation again, even without funding.

The Mediator also thanks WIPO's Caleb Goh for all the support rendered to the parties and to her, and also to the WIPO-Singapore Office for providing complimentary use of the facilities for the mediation.

As a Young IP Mediator shadowing the Mediator, I was edified to witness the way the Mediator handled the difficulties of this case, including her earnest effort to bridge the parties' divide. This was no doubt a challenging dispute to mediate, and while it ultimately did not see success in the form of a settlement agreement, it nevertheless bolstered my belief in the importance and advantage of mediation.

For me, the key takeaway from this experience was how much information goes uncaptured in the case statements that get filed in court. Comprehensive as they may be for the purpose of making out

a cause of action, what they fail to illuminate is the soft information – the underlying emotions, motivations, and true desires informing litigants’ actions – which may often be the key to unlocking a resolution. In this mediation, observing how the Mediator managed to shift the parties away from simply restating their legal positions, to sharing *what truly mattered to them* in this dispute, helped me to appreciate how so much of this crucial information gets lost in the legalism of polished case statements. Mediation’s *sui generis* nature in this regard – particularly its special ability to elucidate these critical elements through interest mining – cannot be overstated.

Conclusion

While this mediation did not culminate in a settlement agreement, it may nevertheless serve to illuminate the benefits of mediation – albeit via its *process* rather than its outcome. The process of this mediation demonstrated how mediation may fill the gaps in eliciting the soft information that case statements in litigation fail to capture. Where a ZOPA exists, such information could prove pivotal in forging a win-win resolution not attainable through adversarial processes.

Written by Chloe Guai, Young IP Mediator
23 October 2025