Intellectual Property Office of Singapore
Hearings & Mediation Department

Mediation Cases

2026

1 AMP+ Mediation Success - Million Lighting Co Pte Ltd & Light Collab LLP [2026] AMP+ MED 3 3

2 AMP+ Mediation - Million Lighting Co Pte Ltd & Maerich Pte Ltd [2026] AMP+ MED 2 5

3 Mediation at IPOS - ZipStorm, Inc. & SEEK Limited [2026] SGIPOS MED 2 8

4 Mediation at IPOS - Foo Fang Rou & Heritage Brands Pte. Ltd. [2026] SGIPOS MED 1 12

5 AMP+ Mediation Success - Babas Nadi (M) Sdn Bhd & Glory Trading & Minimart Pte Ltd [2026] AMP+ MED 1 15

2025

6 AMP+ Mediation Success - Moniba Ather & Singapore New Reading Technology Pte Ltd [2025] AMP+ MED 4 18

7 AMP+ Mediation - The Beauty Nation Pte. Ltd. & Sin Seng Medical & Herbs Pte. Ltd. The R.Co Pte. Ltd. [2025] AMP+ MED 3 21

8 AMP Mediation - Rasa Fitness & Dance Academy & Nur Badriah Binte Johari [2025] AMP MED 1 26

9 AMP+ Mediation Success - The Shelter Company Pte Ltd & Steward's Solution Pte Ltd [2025] AMP+ MED 2 30

10 Mediation Success at IPOS - Drama Box Ltd & Storymatrix Pte. Ltd [2025] SGIPOS MED 2 ... 34

11 AMP+ Mediation Success - The Beauty Nation Pte Ltd & SKY [2025] AMP+ MED 1 38

12 Mediation at IPOS - Foo Chin & Foo Fang Rou [2025] SGIPOS MED 1..... 43

2024

13 AMP Mediation Success - The Beauty Nation Pte. Ltd. & Kiong Onn Medical Hall Pte. Ltd. [2024] AMP MED 5 48

14 AMP Mediation Success - Lee Mei Lie t/a CY Education Centre & Fun with Abacus School Pte Ltd [2024] AMP MED 4..... 54

15 Mediation Success at IPOS - Restoran India Gate Sdn. Bhd. & KRBL LTD. [2024] SGIPOS MED 1 58

First published: 12 November 2019
Last updated: 22 October 2026

16 AMP Mediation Success - Gromark Consumers Enterprise Pte Ltd & Universe Kingdom Pte Ltd [2024] AMP MED 3 64

17 AMP Mediation Success - Fun Toast Pte. Ltd. & Fun Tea Pte. Ltd. [2024] AMP MED 2 68

18 AMP Mediation Success - Captain K F&B Management Pte. Ltd & En Dining Bar Holdings Pte. Ltd. [2024] AMP MED 1 73

2023

19 AMP Mediation Success - Chew's Optics & Chew's Optics (Bishan), Chew's Optics (Kovan) [2023] AMP MED 1 78

20 Mediation Success at IPOS - Kibbles Pte. Ltd. & Mr Kibbles Pte. Ltd. [2023] SGIPOS MED 2 .. 83

21 Mediation Success at IPOS - Gan Eng Joo Onassis & SG Mr Kopi Private Limited [2023] SGIPOS MED 1 88

2022

22 Mediation Success at IPOS - Worldwide Bible Society (Singapore) & The Bible Society of Singapore [2022] SGIPOS MED 3 92

23 Mediation Success at IPOS - Spiral Foods Pty Ltd & Nature's Glory Pte Ltd [2022] SGIPOS MED 2 97

24 Mediation at IPOS - Leonid Kovalkov & JNBK Group Private Limited [2022] SGIPOS MED 1 101

2021

25 Mediation Success at IPOS - K & Q Brothers Electrical Engineering Co. Pte. Ltd. & K&Q Fatt Pte Ltd, Quek Jia Ling, Quek Hong Peng, Quek Jia Hao [2021] SGIPOS MED 2 104

26 Reflection on an IP Mediation by a Young IP Mediator - Stratech Systems Limited, The Stratech Group Limited & Chew Rong-Qi Phoebe, Chew Rong-Jie David [2021] SGIPOS MED 1 108

2020

27 Mediation Success at IPOS - Gromark Consumers Enterprise Pte. Ltd. & GK Laboratory (Asia) Pte. Ltd. [2020] SGIPOS MED 2 111

28 Mediation Success at IPOS - Eley Trading Sdn Bhd & Kwek Soo Chuan [2020] SGIPOS MED 1 115

2019

29 Mediation Success at IPOS - Suravit Kongmebhol & Aftershokz, LLC [2019] SGIPOS MED 1 118

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation Success

Million Lighting Co Pte Ltd
&
Light Collab LLP
[2026] AMP+ MED 3

	Initiating Party	Responding Party
Name	Million Lighting Co Pte Ltd	Light Collab LLP
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Eldan Law LLP	Central Chambers Law Corporation
Lawyers	Wendy Low	Justin Low Rajendran Kumaresan

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Justice Lee Seiu Kin ("Justice Lee")
Shadow Mediator[2]	Ong Sheng Li, Gabriel
Date of Mediation	15 April 2026
Mode of Mediation	In person

Background

This dispute was linked to *Million Lighting Co Pte Ltd and Maerich Pte Ltd* [2026] AMP+ MED 2 (*Related Mediation*). The two cases were part of the same legal proceedings in court and arose from related circumstances. A key issue which arose in this case (but not the first) related to possession over a physical sample of the technological module. For information on the background facts, please see the *Related Mediation* case report.

The mediator for both cases was Justice Lee, who also sits as a Senior Judge in the High Court of Singapore. This case was scheduled to be mediated one day after the *Related Mediation*.

Under AMP+, the parties in a mediation case with a Singapore-based mediator can receive reimbursement of mediation costs, up to S$7,000.[3]

Mediation Process

The mediation started at 9.30am. After a short introduction, the Mediator mostly employed the use of shuttle mediation. This mode of mediation—where each party's representative and their lawyers met with the Mediator without the counterparty's presence—allowed for a frank exchange of views.

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions.
[2] Under AMP+, a "shadow" mediator may be appointed to observe the mediation.
[3] 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.

The total time spent actively shuttling back and forth was around 4 hours. With the Mediator's skilful assistance, the parties ultimately signed a settlement agreement at around 6.30pm.

Challenges

Like many other commercial disputes, the parties' strict legal positions were not the only issues at play. Both sides felt that they had been unfairly treated by the other. The Mediator helped overcome this challenge by encouraging parties to focus on the alternatives to settlement bearing in mind the risks of litigation. This aspect of the Mediator's approach was also noted by the Responding Party's lawyers, who commented that "[i]n speaking with parties directly, the Mediator demonstrated a clear grasp of parties' concerns and was able to help parties weigh their expectations against litigation and commercial realities".

Reflections

In the write-up for the *Related Mediation*, the shadow mediator marvelled at Justice Lee's ability to faithfully communicate an offer made by one party to the other whilst keeping track of which parts of the information should not be relayed to the other. I was struck by that same thought as well when observing the mediation.

Conclusion

It was fulfilling to see the mediation end in a settlement agreement. The value of the mediation process was captured in the following feedback from the Responding Party:

> The mediation experience provided practical insight into alternative dispute resolution and the importance of resolving conflicts through communication and negotiation rather than litigation. It demonstrated how a neutral mediator facilitates constructive discussions, helping parties identify common interests and reach mutually acceptable agreements. Overall, the experience deepened [our] understanding of the legal mediation process and the value of collaborative problem-solving in dispute resolution.

Written by Ong Sheng Li, Gabriel
22 October 2026

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation

Million Lighting Co Pte Ltd
&
Maerich Pte Ltd
[2026] AMP+ MED 2

	Initiating Party	**Responding Party**
Name	Million Lighting Co Pte Ltd	Maerich Pte Ltd
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Eldan Law LLP	Dentons Rodyk & Davidson LLP
Lawyers	Wendy Low	Foo Maw Jiun Lim Jun Rong

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Justice Lee Seiu Kin ("Justice Lee")
Shadow Mediator[2]	Ng Ziqin[3]
Date of Mediation	14 April 2026[4]
Mode of Mediation	In person

Background

This dispute[5] arose in a specialised technology sector and involved disagreements between two homegrown commercial parties.

The mediation took place against the backdrop of the parties' ongoing court proceedings. Before attempting mediation, the parties had already filed claims and counterclaims against each other in the High Court of Singapore. The parties were about to commence discovery and had agreed to mediation in the hope of finding an alternative path forward.

Under AMP+, the parties in a mediation case with a Singapore-based mediator can receive reimbursement of mediation costs, up to S$7,000.[6]

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions.
[2] Under AMP+, a "shadow" mediator may be appointed to 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.
[4] There was an attempt to continue the mediation on 25 May 2026 (from 1.00 – 6.00pm) but nothing substantial materialised from the same.
[5] There is another related mediation (see Million Lighting Co Pte Ltd & Light Collab LLP [2026] AMP+ MED 3).
[6] 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.

Mediation Process

The mediation started at 9.30 am and ended around 7.30 pm, with hour-long breaks for lunch and dinner. The total time spent mediating was 8 hours. The mediation was led by Justice Lee, who also sits as a Senior Judge in the High Court of Singapore.

Although his opinions would tend to carry more weight with the parties due to his background as a judge and former engineer, the Mediator refrained from passing judgment on the merits of each party's substantive case. Throughout the mediation, the Mediator often reminded parties that this was a mediation, not a neutral evaluation or litigation. Mediation was not about determining who has the stronger case or is more likely to win at trial. Rather, mediation is about better evaluating the prospects of a settlement, for example, by gaining a better understanding about one's own case relative to the other party's as well as avoiding the stress and uncertainty of a painful, protracted litigation.

The initial negotiations took place via shuttle mediation. Each party was seated with their lawyers in their own breakout room, while the Mediator "shuttled" back and forth between the rooms to discuss various aspects of each party's case and convey offers and counteroffers. This mode of mediation allowed them to speak their minds more freely without the fear of conceding their positions. As a crucial decision-maker for one of the parties was unavailable to attend the mediation, the shuttle mediation format also allowed this party's representative to call the decision-maker over the phone while the Mediator was with the other party, minimising disruption to the mediation overall.

Among the mediation techniques that the Mediator applied to move the parties along were:

a) role reversal;
b) converting a negative into an option;
c) reality-testing the parties' Best Alternative To A Negotiated Agreement (BATNA) and Worst Alternative To A Negotiated Agreement (WATNA); and
d) sharing personal anecdotes to illustrate abstract concepts like litigation risk.

As the Responding Party's lawyers observed, "[d]uring these private sessions, the [M]ediator distilled the parties' respective positions and actively [sought to…identify] common ground[s], providing targeted input[s] and reality testing to assist in the exploration of an amicable resolution".

When parties reached an impasse in the middle of the day, the Mediator asked each party to come up with their 'walkaway figure'. Although the walkaway figures initially seemed quite far apart, the parties surprised us by eventually agreeing on a settlement sum, subject to the drafting of the other clauses. In my view, the understanding that "nothing is settled until everything is settled" contributed to parties' flexibility with regard to the quantum of the settlement sum.

By the end of the day, there was a glimmer of light at the end of the tunnel – the parties had managed to reach an in-principle agreement on the key terms of the settlement agreement. However, the work was far from done. The Responding Party's lawyers traded draft terms that they had begun drafting during the shuttle mediation and commenced the process of putting the draft terms together into a settlement agreement.

Unfortunately, the settlement agreement could not be concluded on the spot, because one of the parties required more time to check with their China-based technical teams on the feasibility of a clause concerning future designs of similar technological modules. Due to some difficulties with identifying another date for a follow-up mediation session, it was decided that negotiations on the

drafting would continue over email, with the Mediator looped in on the email chain. If parties wished to have further discussions virtually, the Mediator would also be available to attend.

Sadly, these further discussions did not materialise as the parties were unable to come to an agreement over various terms.

Challenges

As mentioned above, one of the crucial decision-makers was unable to attend the mediation. Although the challenge this posed was somewhat mitigated by the shuttle mediation format and by the decision-maker being available to instruct his team over the phone, it might have been more helpful if the Mediator had been able to speak to him directly to elicit the interests underlying some of his positions.

Another challenge was the highly technical nature of the subject matter, which meant that clearance on the language describing the technological module had to be sought from other stakeholders who were not present at the mediation. Unfortunately, this meant that the settlement agreement could not be signed on the spot, representing a departure from the usual practice in mediations conducted under the auspices of WIPO Center.

These unique challenges may have played a role in the outcome of the mediation. Despite the Mediator's best efforts, the mediation sadly did not end in a settlement agreement.

Reflections

I was grateful for the opportunity to assist the Mediator with pre-mediation research into some novel points of law. The format of a shuttle mediation was new to me, as most other mediations I have observed were conducted via a combination of joint sessions and private sessions. Shuttling back and forth with the Mediator meant that I had a privileged view of both sides of the mediation. Watching the Mediator at work was an illuminating experience. I marvelled at his ability to faithfully communicate an offer made by one party to the other, all while keeping track of which parts of the information should not be relayed to the other party to avoid breaking confidentiality.

Conclusion

Although the mediation did not culminate in a settlement agreement this time, it was still valuable as it gave parties a clearer understanding of the costs and benefits associated with continuing in their ongoing court proceedings.

Written by Ng Ziqin, Young IP Mediator
22 October 2026

Mediation at IPOS[1]

ZipStorm, Inc.
&
SEEK Limited
[2026] SGIPOS MED 2

	Applicant	**Opponent**
Name	ZipStorm, Inc.	SEEK Limited
Nationality / Country of Incorporation	USA	Australia
Representation	Ferzana Haq and Murgiana Haq - hslegal LLP (Singapore) Ms Julianne Henley - Sparrow IP PLLC (U.S.A.) (attended virtually)	Mr Bill Ladas and Mr James Robb - King & Wood Mallesons (Australia) (now Mallesons Australia) (attended virtually)[2]

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Jonathan Choo ("Mediator")
Shadow Mediator[3]	Elizabeth Ong-Chen, IPOS Young IP Mediator[4]
Date of Mediation	26 February 2026
Mode of Mediation	Hybrid[5]

Introduction

The current mediation arose from opposition in Singapore pertaining to the marks:

(1) SeekOut

(2) seekout

applied for in relation to services in Class 42, which covers SAAS services relating to a searchable database of job candidates, among other things.[6]

---

[1] The mediation was funded under IPOS Revised Enhanced Mediation Promotion Scheme (REMPS), which may be tapped upon in disputes before IPOS.
[2] The Opponent's Singapore lawyers, Aaron Thng and Zachery Tan from Amica Law LLC, were not present at the mediation.
[3] 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.
[4] 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 mediation in future.
[5] This means that the mediation was conducted partly in person and partly online.
[6] There are also an invalidation proceedings commenced by the Applicant, see below.

The parties sought to resolve all and potential disputes by way of a settlement agreement.[7]

The Parties

The Opponent is an Australian company incorporated in 1997. It operates online employment marketplaces and provides a broad range of related goods and services to hirers, recruiters, and job candidates via its websites and mobile applications. Its operations span a number of markets across the Asia Pacific region**.**

The Applicant is an American technology company which provides online and technology-based employment and recruiting services. It was founded in the USA in 2016 and its business has expanded globally including into Singapore in 2018.

Both parties operate within the broader recruitment sector. The Opponent provides online job marketplace services to employers and job seekers, and the Applicant offers a subscription-based recruiting platform and service.

The Dispute

The dispute centres on the use of the mark "seek" in recruitment-related services. The Opponent relies on its registered trademarks incorporating "SEEK". The Applicant contends that "seek" is descriptive or generic in the context of job search services and should remain available to market participants.

The disagreement has given rise to multiple proceedings, including opposition proceedings in Singapore initiated by the Opponent and an invalidation initiated by the Applicant against the “SEEK” trade mark registered by the Opponent for, amongst others, online job search services. Prior to mediation, the parties engaged in extensive negotiations on a “without prejudice” basis.

Mediation Process

The mediation commenced at approximately 9.00 am Singapore time with an opening joint session. The Mediator outlined the core principles of mediation, emphasising confidentiality and the importance of working toward a practical and commercially sustainable resolution. He encouraged constructive engagement and highlighted that parties needed to consider what issues had to be resolved to reach a full and final settlement.

Each party then presented opening remarks. The Applicant framed the dispute as arising from differing understandings developed during prior discussions, emphasised its distinct position within the recruitment ecosystem, and indicated willingness to explore a settlement arrangement. The Opponent, through counsel, focused on the development and protection of its "SEEK" brand and outlined concerns about market confusion arising from overlapping use of similar trade marks.

The Mediator then worked with the parties to identify key issues, including the status of ongoing trademark proceedings, and the scope of any prospective settlement arrangement. He also highlighted the significant time and resources both parties had already spent over five years of dispute, encouraging them to focus their efforts on their businesses instead.

[7] Under REMPS, parties 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).

The mediation proceeded in private shuttle-style discussions. With the Applicant, the Mediator explored the operational realities of its business across jurisdictions. Its lawyers noted:

> *"It was very useful that the mediator called for separate meetings with each party prior to the mediation session. He also asked us to think about the points which are 'deal breakers' prior to the negotiations, which enabled the parties to focus their minds on the key issues."*

In parallel, the Mediator engaged with the Opponent through counsel to understand its objectives and how proposals might align with its commercial and brand considerations.

Over the course of the day, proposals were exchanged and the Mediator explored whether incremental arrangements might be viable. Despite continued engagement, the parties were unable to reach an agreed resolution which reflected each party's position. The mediation concluded at 3pm Singapore time without a final agreement, and the planned second day was vacated. Nevertheless, the process enabled both sides to engage substantively on the issues and develop a clearer understanding of the legal, commercial, and practical considerations at stake.

Challenges

The mediation faced two notable challenges.

First, differing time zones imposed a six-hour limit on discussions, requiring the Mediator to balance between giving parties adequate space with maintaining productive momentum.

Second, the hybrid format — with participants attending both in person and remotely — introduced complexity in managing communication and engagement across different settings, highlighting the practical difficulties of maintaining clarity and coherence across multiple channels.

Reflections

As a Young IP Mediator, this mediation offered a valuable opportunity to observe how a mediator navigates practical constraints while maintaining process integrity. The Mediator guided the parties through a structured progression — from identifying key issues to testing proposals and engaging with draft terms — underscoring the importance of pacing and prioritisation in complex disputes.

Both parties expressed appreciation for the Mediator's approach. The Applicant's Singapore lawyers noted his "methodical style" and observed that the mediation "helped crystallize the issues and clarified each party's perspective on this global dispute." The Opponent's lawyers appreciated his "proactive identification of contested issues and structured approach to managing participants split across three separate time zones."

The mediation also illustrated the central role counsel play in shaping how a dispute is framed and approached — structuring the discussion, defining negotiation parameters, and refining proposals. Observing these interactions provided useful insight into mediation advocacy and how counsel influence both the substance and tone of discussions.

Finally, the mediation reinforced that even where settlement is not achieved, the process serves an important function in clarifying the dispute and testing assumptions about the extent to which it is capable of resolution at a given point in time.

Conclusion

Although the parties did not proceed further with mediation, the session served a meaningful role in clarifying positions and supporting informed decision-making. It gave both parties their first opportunity to hear each other out directly. It was also a privilege to observe how counsel and the Mediator leveraged their expertise as IP lawyers to analyse complex commercial and legal issues, adapt as talks progressed, and prepare draft settlement proposals on the spot — an experience from which I learned a great deal.

Written by Elizabeth Ong-Chen, Young IP Mediator
22 June 2026

Mediation at IPOS

Foo Fang Rou
&
Heritage Brands Pte. Ltd.
[2026] SGIPOS MED 1

	Applicant	Registered Proprietor
Name	Foo Fang Rou	Heritage Brands Pte. Ltd.
Nationality / Country of Incorporation	United Kingdom	Singapore
Representation	Rajah & Tann Singapore LLP	That.Legal LLC
Lawyers	Mr Lau Kok Keng Ms Edina Lim Ms Claire Mak	Mr Mark Teng Mr Michael Yee Mr Robert Festenstein (RHF Solicitors, UK Counsel)

Mediation Institution	WIPO Arbitration and Mediation Center
Mediator	Ms Joyce A Tan ("Mediator")
Shadow Mediator[1]	Ms Celest Koh, IPOS Young IP Mediator[2]
Date of Mediation	19 and 20 August 2025
Mode of Mediation	In Person

Introduction

The parties to this mediation were Foo Fang Rou (Applicant) and Heritage Brands Pte Ltd (Registered Proprietor). Foo Fang Rou was represented by her sister, Foo Fang Yih, while Heritage Brands was represented by Steven Foo. The mediation was held on 19 and 20 August 2025 at The Great Room, Afro-Asia.

This was the second attempt to resolve a family-linked dispute surrounding the Yet Con chicken rice heritage brand, its trademarks, and the shophouse at 25 Purvis Street. Building on the first mediation in August 2024, the parties reconvened seeking a holistic commercial resolution.

The Dispute

The mediation arose from Foo Fang Rou's application for declarations of invalidity against Heritage Brands' trademark registrations, namely:

and YET CON .

[1] 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.
[2] 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 mediation in future.

However, the issues extended beyond trademark rights to encompass the sale of the Purvis Street property, ownership of goodwill and business assets tied to the "YET CON" brand, and parallel disputes in Singapore and abroad.

IPOS Revised Enhanced Mediation Promotion Scheme (REMPS)

Under REMPS, parties can receive reimbursement of mediation costs up to S$8,000 (Singapore IP rights only) or S$12,000 (Singapore and foreign IP rights).

Previous Mediation

The first mediation in August 2024 achieved partial progress, with consensus on selling the Purvis Street property. This second mediation expanded the scope to include additional marks and international filings.

Mediation Process

The mediation began with housekeeping and ground rules, including confidentiality and respectful conduct given the strong emotions involved. Day 1 ran from 09:00 to 19:30, with discussions notable for their depth and creativity. Private caucuses were instrumental in generating options and allowing parties to voice sensitive issues safely.

Day 2 focused on settlement agreement details, with the Mediator reminding parties of their BATNA (Best Alternative to a Negotiated Agreement) and WATNA (Worst Alternative to a Negotiated Agreement). By the close, parties had reached in-principle agreement on core terms (subject to contract) and aimed to sign within the week.

However, subsequent contractual negotiations failed to resolve outstanding differences, ultimately leading to termination of the mediation process.

Main Challenge

The main challenge was the deep-seated distrust between the parties. Despite progress, negotiations faltered over settlement agreement details and language.

Reflections

This mediation illustrated how alternative dispute resolution can transform entrenched positions into constructive dialogue. Rather than debating legal merits, parties concentrated on mutually beneficial commercial solutions. Private caucuses allowed brainstorming without immediate objections, while BATNA and WATNA reminders kept negotiations on track.

The Mediator's commercial experience proved invaluable in bridging legal and business considerations, translating broad concepts into actionable steps despite the ultimate termination.

The Registered Proprietor expressed his gratitude to the Mediator and remarked “[w]hile the matter ultimately did not settle, her ability to manage such a sophisticated framework while remaining sensitive to the underlying family dynamics was impressive."

The Applicant agreed and noted that the mediation "benefited from a highly engaged and hands-on mediator, allowing meaningful progress to be made".

The Mediator herself observed the session was both encouraging and challenging as the second attempt, demonstrating faith in mediation despite previous failure, but carrying historical baggage. She noted that settlement terms were not the obstacle, but rather misaligned expectations regarding ongoing contentious proceedings.

Conclusion

In two days, parties moved from multi-front disputes to a transactional roadmap. While settlement was not achieved, the mediation created commercial momentum and demonstrated the immense potential of dialogue and creativity in resolving complex disputes, showcasing what collaborative problem-solving can achieve when parties engage meaningfully.

Written by Celest Koh, Young IP Mediator
30 January 2026

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation Success

Babas Nadi (M) Sdn Bhd
&
Glory Trading & Minimart Pte Ltd
[2026] AMP+ MED 1

	Claimant	Respondent
Name	Babas Nadi (M) Sdn Bhd	Glory Trading & Minimart Pte Ltd
Nationality / Country of Incorporation	Malaysia	Singapore
Representation	Shearn Delamore & Co	NA
Lawyers	Karen Abraham	

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Alban Kang ("Mediator")
Shadow Mediator[2]	Ms Joelle Kang Jia Jing, IPOS Young IP Mediator[3]
Date of Mediation	31 October 2025
Mode of Mediation	In Person

Background

Babas Nadi (M) Sdn Bhd, a Malaysian company specialising in manufacturing and distribution of curry mixes and spice powders, is the claimant ("Claimant"). Glory Trading & Minimart Pte Ltd, a Singapore wholesale trading company, is the respondent ("Respondent").

The dispute concerns the Claimant's product packaging for Turmeric Powder and Chili Powder, registered in Singapore as a trade mark since 2019 and used since 2006. The Respondent imported and sold its own "EVA" brand products with allegedly similar packaging, leading to trademark and copyright infringement claims in early 2024.

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions (with additional funding from IPOS if a Singapore-based mediator is appointed).
[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.

The Claimant's and Respondent's respective product packaging are reproduced below:

Claimant's Packaging

Respondent's Packaging

After unsuccessful private settlement attempts, the Claimant sent a cease and desist letter. The Respondent destroyed the allegedly infringing products and introduced new packaging but failed to communicate this effectively to the Claimant's Malaysian management. The Respondent subsequently requested WIPO mediation, which the Claimant accepted.

Mediation Process

The mediation took place on 31st October 2025 from 11.00 am to 3.00 pm. The Claimant attended with counsel from Malaysia, while the Respondent was unrepresented.

During the joint session, the Claimant's counsel presented their demands: acknowledgement of IP rights violation, agreement to stop using any infringing marks, and claims for damages and costs. The Respondent explained they had already stopped using the allegedly infringing marks but were unable to communicate this to the Claimant.

Initial tensions arose over the cease and desist letter communication breakdown. The Mediator eased these tensions and identified the main issues as costs and damages. Through private caucuses, the Mediator conducted reality testing on potential litigation outcomes, helping parties recognise weaknesses in their cases and focus on commercial considerations.

The mediation concluded at 1.30 pm when the Claimant accepted the Respondent's monetary compensation offer. The settlement agreement was then drafted by the Claimant's counsel with terms explained to the unrepresented Respondent by the Mediator.

Challenges and Success Factors

Key challenges included significant gaps in expectations between parties and managing an unrepresented party. The Mediator addressed these through rigorous reality testing and ensuring fair representation while correcting (as appropriate) the Respondent's legal misunderstandings.

The mediation's success stemmed from three factors.

First, both parties sought commercial solutions. As the Mediator noted: "the mediation was successful due to the mindset of the parties in that both wanted a commercial solution of the dispute." The Claimant's counsel effectively managed expectations, remarking that mediation "allowed the parties to focus on their business and commercial objectives rather than becoming overly preoccupied with legal technicalities." The Claimant appreciated the "less adversarial" process that "emphasizes communication and co-operation between parties."

Second, the Mediator's sincerity built trust with both parties.

Third, his sensitivity to each party's needs enabled effective discussion management. The Claimant's counsel praised the Mediator’s skill in "creating a safe and constructive environment" and "keeping the sessions focused on achievable outcomes." Given the parties' longstanding business relationship, mediation preserved future cooperation while avoiding litigation.

Conclusion

This case demonstrates mediation's value in IP disputes between business partners. The Respondent's feedback that it is willing to use mediation again even without funding support particularly highlights the process's perceived value beyond cost considerations. Mediation's ability to deliver customised solutions meeting diverse party needs underscores its growing regional importance. The process's efficiency and focus on commercial objectives rather than legal technicalities facilitated swift resolution while preserving business relationships.

Written by Joelle Kang Jia Jing, Young IP Mediator
22 January 2026

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation Success

Moniba Ather
&
Singapore New Reading Technology Pte Ltd
[2025] AMP+ MED 4

	Initiating Party (Party A)	Responding Party (Party B)
Name	Moniba Ather	Singapore New Reading Technology Pte Ltd
Nationality / Country of Incorporation	Pakistan national	Singapore
Representation	NA	NA
Lawyers		

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Ms Moi Sok Ling ("Mediator")
Shadow Mediator[2]	Ms Ng Ziqin[3]
Date of Mediation	10 and 11 November 2025
Mode of Mediation	Online

Background

Party A is the author of a novel while Party B is a digital publishing company. From 2020 to 2025, Party A's novel was published on Party B's online short novel platform under a limited term licensing agreement. In 2023, Party B expanded its business to include short dramas and selected Party A's novel for adaptation.

The dispute arose in 2025 when Party A noticed that the short drama adaptation was still published on Party B's platform, seemingly past the expiration of the licensing agreement. Following a deterioration in email communications, Party A submitted a mediation request to WIPO.

Under AMP+, parties in a mediation case with a Singapore-based mediator can receive reimbursement of mediation costs, up to S$7,000.[4]

Mediation Process

As the Parties were based in different countries with a three-hour time difference, the mediation was conducted online via Zoom over three consecutive days. Party A was self-represented while Party B

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions.
[2] Under AMP+, a "shadow" mediator may be appointed to 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.
[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.

was represented by in-house legal counsel. The multi-day format proved beneficial for this cross-border mediation, as it was not feasible to complete the entire process in one go given the parties' different time zones.

On the first day, the Mediator began with a joint session explaining the mediation concept, emphasising confidentiality and consent, and her role as a neutral facilitator. Each party presented their case statement, focusing on what had happened and what they hoped to achieve. The Mediator would step in at appropriate junctures to summarise or translate, demonstrating effective bilingual communication skills.

The Mediator proposed an agenda of five items. The Parties resolved one item, which arose from a misunderstanding over when the licence agreement ended. However, the next two issues were legal in nature. After allowing the parties to discuss these for some time, the Mediator gently pointed out that their disagreement fundamentally came down to differing legal interpretations of copyright law. She suggested that determining these issues might not be crucial if the parties could reach an acceptable compensation amount. This shifted them from a rights-oriented mindset to a problem-solving mindset.

The Mediator then held private sessions with each party. She reminded them that what was shared would not be disclosed without consent. During each session, the Mediator asked the party to verbalise their best alternative to a negotiated agreement (BATNA), then reality-tested it by highlighting litigation risks and hidden costs. She also posed hypothetical questions to encourage flexibility.

At the end of the first day, Party A made an offer significantly lower than originally requested. Party B agreed to take it to her boss. The Mediator assigned "homework" – for Party B to prepare a draft settlement agreement, and for Party A to draft desired clauses.

On the second day, Party B confirmed her boss had agreed to the settlement sum. The Mediator led the parties in drafting the settlement agreement clauses. However, at 4.00 pm, Party B requested time to consult external counsel. The Mediator flexibly agreed to suspend and resume the next day, demonstrating willingness to ensure a proper settlement.

On the third day, Party A raised concerns about specific clauses during a private session, then in the joint session with the Mediator's translation assistance. After Party B agreed to amendments, both Parties signed the final settlement agreement. Party A noted the process was "structured, respectful, and solution-focused," while Party B remarked that "the mediator's expertise and impartiality were instrumental in facilitating a successful outcome."

Challenges

One challenge was the language barrier. Party B preferred speaking Mandarin Chinese, while Party A did not speak Mandarin. The Mediator resolved this by allowing Party B to speak Mandarin in private sessions and encouraging English in joint sessions, with translation assistance when needed. As the Mediator pointed out, performing simultaneous interpretation required careful word choice to accurately convey nuance.

Another challenge was the lack of trust between parties, who initially preferred outcomes granting more control over ones requiring ongoing cooperation. The Mediator explored ways to work around this through a clean break, such as upfront delivery of settlement sums. By the end, the relationship had improved and Party A thanked Party B for going the extra mile.

Reflections

As a Young IP mediator shadowing the mediator, I was impressed by the Mediator's effective bilingual communication skills and how she was able to build rapport with the parties. I was also impressed by her flexibility in agreeing to suspend the mediation and resume the next day, which showed her willingness to go the extra mile to ensure a proper settlement agreement was concluded.

Also, having heard of an industry preference for mediations to be concluded within a single day to avoid losing momentum, I was initially sceptical that a multi-day mediation could work out. However, this experience has shown me that it is possible and may even be beneficial for mediations to take place over several days. This is especially for remotely-conducted cross-border IP mediations where parties are located in different time zones, as it may not be feasible to complete the entire mediation in one go.

Conclusion

As the Mediator observed, this case presented legal complexities, cultural dynamics, language barriers and logistical hurdles – all navigated remotely via Zoom across three jurisdictions (Singapore, Pakistan and China). The resolution would not have been possible without the WIPO-ASEAN Mediation Programme, which provided a flexible, efficient and cost-effective platform. The Mediator commented that "the positive outcome served as a powerful testament to the potential for mediation to transcend distance and differences for peace to ensue."

Written by Ng Ziqin, Young IP Mediator
29 December 2025

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation

The Beauty Nation Pte. Ltd.
&
Sin Seng Medical & Herbs Pte. Ltd.
The R.Co Pte. Ltd.
[2025] AMP+ MED 3

	Party A	**Party B**
Name	The Beauty Nation Pte. Ltd.	Sin Seng Medical & Herbs Pte. Ltd. The R.Co Pte. Ltd.
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Rajah & Tann Singapore LLP	NA
Lawyers	Mr Tng Sheng Rong Mr Tan Kay Shin (collectively "Lawyers")	

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Soh Kar Liang ("Mediator")
Shadow Mediator[2]	Elizabeth Ong-Chen, IPOS Young IP Mediator[3]
Date of Mediation	3 Oct 2025
Mode of Mediation	In Person

Background

The Beauty Nation Pte. Ltd. ("Party A") is a Singapore company supplying a range of health and wellness products through various retail channels. Among its product portfolio are several brands in which Party A has invested significantly over time, including through patent and trade mark registrations intended to support market positioning and brand consistency.

Sin Seng Medical & Herbs Pte. Ltd. is a traditional Chinese medical hall, operated by a father-and-son team. The R.Co Pte. Ltd is its affiliated online retail entity (collectively, "Party B").

Since 2016, Party B had retailed Party A's products in-store. This continued into the COVID-19 period, during which physical retail was substantially affected. In response to the shift in consumer behaviour

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions (with additional funding from IPOS if a Singapore-based mediator is appointed).
[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.

during the pandemic, Party B expanded into e-commerce and advertised Party A's products on various online platforms. These listings continued until mid-2023.

Party A subsequently notified Party B that the online listings and accompanying use of product images and descriptions had not been authorised, and that the manner of online presentation risked impacting Party A's brand value and market perception. The parties continued to correspond, but differing recollections of what had been communicated resulted in a difference in expectations and views.

When direct discussions did not lead to resolution, Parties agreed to attempt to mediate their dispute under the WIPO-Singapore ASEAN Mediation Programme ("AMP+"). Under AMP+, the parties in a mediation case with a Singapore-based mediator can receive reimbursement of mediation costs, up to S$7,000.

Mediation Process

The mediation was held at the WIPO Singapore Office, starting at 9.25 am on 3 October 2025 and concluding at 4.50 pm, when the mediation was adjourned.

The mediation opened with a joint session. The Mediator welcomed the parties and introduced the mediation framework, emphasising confidentiality, voluntariness, and the objective of working toward a commercially sensible resolution if one could be found. He quickly identified that the parties themselves were all more fluent in Chinese, while not all parties were equally comfortable in English. To ensure that everyone could fully understand and participate in the process, the Mediator delivered his opening remarks in a bilingual, alternating structure, speaking each segment first in English and then in Chinese. This allowed him to explain key points — such as the Mediator's neutrality, the importance of respectful communication, and how proposals would be explored — clearly to both sides.

In this joint setting, Party A reiterated concerns regarding brand presentation, product image usage, and the potential impact of perceived unauthorised online activity on the company's commercial positioning. Party B explained that they believed they had acted in good faith during the pandemic. Party A expressed understanding about the difficulties posed by COVID-19 to all involved, but maintained its stance. Although the tone remained professional and the historical relationship was acknowledged on both sides, the Mediator observed early signs of differing understandings about what was intended and permitted in the past. Recognising the potential for tension and the need to ensure that communication remained focused and fair, he proposed that the rest of the mediation proceed in private, shuttle-style sessions.

Once the participants were situated in separate rooms, the Mediator began meeting each side in turn. With Party B, the Mediator spoke primarily in Chinese, which allowed the father and son to discuss operational details, commercial pressures, and their recollection of events with greater ease. They described the challenges they faced during COVID-19 and the decision to move online to sustain their business when physical retail traffic dropped significantly. The Mediator periodically checked in to ensure that they understood not only the process, but also the meaning and implications of the proposals that were being conveyed.

In contrast, sessions with Party A were conducted primarily through counsel in English. Party A's lawyers played an active and constructive role in assisting the mediation process: they helped articulate their client's priorities, provided context for how certain concerns had developed over time (including the impact of COVID-19 on Party A and across the entire industry), and thoughtfully engaged

with the practical implications of various proposals. This approach helped the Mediator to gain a clearer understanding of what would meaningfully address Party A's interests.

Throughout the day, the Mediator moved between the two rooms, acting as the bridge between English and Chinese, between differing communication styles, and between distinct levels of legal support.

As the discussions progressed, it became increasingly clear that the parties held sharply divergent views on what would constitute a fair financial resolution. The Mediator continued his shuttle process, helping the parties to examine the feasibility of potential proposals. However, the father and son eventually expressed that they could not make further decisions without the guidance of independent legal advice. Their request signalled both a responsible approach to decision-making and a recognition of the complexity of the matter. To preserve the integrity of the process, the Mediator supported an adjournment.

The mediation concluded with a brief joint session where the Mediator highlighted the progress made over the course of the day, and reminded parties that they had been better able to understand each other's perspective through the mediation.

Following the adjournment, Party B obtained independent legal advice. After considering the advice and the issues raised during the session, they informed WIPO that they would not be proceeding with mediation at this time.

Challenges

While the mediation proceeded constructively, several structural challenges emerged that affected the pace and scope of discussions.

First, the parties entered the session with different levels of legal representation. Party A attended with their Lawyers, while Party B participated as unrepresented business owners. The Mediator thus had to ensure that Party B had sufficient clarity on the process and the implications of any proposals, which required additional time for explanation and reflection.

Second, although both sides actively engaged with proposals and counter-proposals, their respective expectations regarding an appropriate resolution remained significantly apart. This made it difficult to identify a mutually acceptable landing point at this stage.

Finally, while the bilingual nature of the session ensured clarity, it also meant that each message needed to be conveyed with precision. The Mediator alternated between English and Chinese to match the participants' preferences, and Party A's Lawyers assisted in framing legal concerns in simpler and clearer commercial terms. This required patience and a deliberate effort to maintain clarity across languages.

Reflections

As a Young IP Mediator, this mediation provided a valuable opportunity to observe how the process values of mediation are upheld during a mediation session.

The Mediator's bilingual facilitation stood out as a central element of the session. Because Party B was more comfortable conversing in Chinese, the Mediator conducted their discussions primarily in Mandarin, while conversations with Party A's counsel proceeded in English. He delivered key

explanations sequentially in both languages during the opening joint session, ensuring that every part of the opening statement was understood by all participants. Throughout the day, he was attentive not only to what was spoken, but to how comfortably it was received. As my own speaking ability in Chinese is limited, he took time between shuttle rounds to clarify legal concepts or technical phrasing in English, and ensured that I understood what had been discussed. This demonstrated, in practice, how a Mediator's language sensitivity is integral to party autonomy and procedural fairness.

The advantages of a bilingual facilitation is observed by Party A:

> We are grateful for the dedication of our mediator, Mr. Soh Kar Liang…[h]is bilingual skills were invaluable in facilitating clear and effective communication among all parties.

I also learned significantly from observing Party A's Lawyers. In particular, I left the session with a clearer understanding of what effective advocacy in mediation can look like in practice. They offered clarity and context to help the Mediator understand their clients' interests, and handled proposals and counter-proposals in a constructive way. I found their approach instructive.

The above was also shared by the Mediator:

> The mediation also exemplified the importance and value of solicitors in the role of mediation advocates. The support and insights of the solicitors in attendance were a positive contribution to the progress achieved during the mediation session.

Party B's decision to attend without legal representation also offered an important lesson. Their engagement was sincere and thoughtful, and the Mediator devoted time to ensuring they understood each development. As issues grew more complex, Party B recognised the need to consult counsel before proceeding further. Their choice highlighted the importance of informed decision-making and reality testing in mediation.

As commented by Party B, the importance of the role played by the Mediator where only one party is represented is clear:

> Our mediator, Mr. Soh Kar Liang…demonstrated professionalism throughout and took care to understand our concerns.

Conclusion

Although the parties ultimately chose not to proceed further with mediation,[4] the session served a meaningful role in clarifying positions, refining expectations, and supporting informed decision-making. The process ensured that each party's concerns were heard and understood within a structured, respectful environment.

Party B recognised that *"the mediation provided valuable insights into alternative dispute resolution and reaffirmed the importance of open communication in resolving complex intellectual property matters."*

[4] The mediation was terminated on 31 Oct 2025.

Party A's Lawyers also commended the Mediator:

> …Although the parties were ultimately unable to reach a settlement,[5] Mr Soh's efforts and determination greatly contributed to the mediation process. Mr Soh's proactive involvement at strategic junctures greatly aided the dialogue and conciliatory efforts between the parties.

I also learned much from the experience, and it deepened my understanding of the roles of the mediator and counsel in the mediation process.

Written by Elizabeth Ong-Chen, Young IP Mediator
29 December 2025

[5] The earlier mediations which Party A participated in both resulted in a full and final settlement of the disputes in those cases.

AMP[1] 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 Mediator[2]	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

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation Success

The Shelter Company Pte Ltd
&
Steward's Solution Pte Ltd
[2025] AMP+ MED 2

	Initiating Party	**Responding Party**
Name	The Shelter Company Pte. Ltd.	Steward's Solution Pte. Ltd.
Nationality / Country of Incorporation	Singapore	Singapore
Representation	That.Legal LLC	Robinson LLC
Lawyers	Mr Mark Teng Mr Michael Yee	Mr Alban Kang Mr Alvin Chua

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Jonathan Agmon ("Mediator")
Shadow Mediator[2]	Ms Nillaa K Pillay
Date of Mediation	16 July 2025
Mode of Mediation	In Person

Background

The mediation involved two Singapore-registered companies, The Shelter Company Pte. Ltd. ("Claimant") and Steward's Solution Pte. Ltd. ("Defendant").

The Claimant is in the business of designing, manufacturing and installing temporary, semi-permanent and permanent modular structures for events globally. On the other hand, the Defendant is a one-stop solution service provider for the F&B and hospitality industry and provides consulting, building and equipment rental.

Prior to the dispute, the parties were business partners, working with each other on various projects from 2009 to 2023. The Claimant is the exclusive licensee of the Singapore patent for the "Tubelar" product, with which it provides turnkey shelter solutions to its clients. For example, the Claimant would build modular structures using the "Tubelar" product, while the Defendant would fit the infrastructure out with kitchen equipment and air conditioning.

In 2024, the Defendant stopped using the Claimant's products due to its increased prices. The Claimant claimed that the Defendant's alternative structure deployed for the Singapore Grand Prix infringed the patent for "Tubelar". The Defendant maintained that its structure did not have the same design as "Tubelar".

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions (with additional funding from IPOS if a Singapore-based mediator is appointed).
[2] Under AMP+, a "shadow" mediator may be appointed to observe the mediation.

Following exchanges of letters between the parties' lawyers, the Claimant commenced proceedings against the Defendant on 1 April 2025, alleging infringement of the "Tubelar" patent. In turn, the Defendant counterclaimed for patent invalidity and groundless threats of infringement.

On 10 July 2025, the parties agreed to submit their dispute to mediation under the WIPO-ASEAN Mediation Programme ("AMP+"). Under AMP+, the parties in a mediation case with a Singapore-based mediator can receive reimbursement of mediation costs, up to S$7,000.[3]

The parties had a tight timeline going into mediation as they wished to mediate before a court deadline.

Mediation Process

The mediation was held at the WIPO Singapore Office from 9.30 am to 6.00 pm on 16 July 2025 and concluded with the successful signing of a settlement agreement.

The mediation began as a joint session, with both parties and their lawyers present. The Mediator opened the session by reassuring the parties of the confidentiality of the process, that they were in control of the process, and the salience of mutual respect. He emphasised the importance of parties speaking so that their concerns may be better addressed during the mediation. Lastly, the Mediator acknowledged that while both parties might have strong views about the events leading up to that day, he stressed that the session was about finding a way forward. The parties then got a chance to explain the commercial reasons behind why the business relationship no longer proved commercially viable for both in 2024. What stood out was both parties' express indication that they were willing to work with each other provided the commercial terms made sense for them both. Counsel also expressed that apart from discussing the legal issues, considering the commercial issues would be more productive. It later became clear that what was shared during this initial joint session proved to be critical in laying the foundation for identifying parties' interests and coming up with innovative solutions that would address both their concerns. This was because new concerns were brought up by the parties, who were most alive to the business concerns and needs underlying their respective positions.

Next, the mediation moved into several hours of shuttle mediation. This comprised of private sessions, where the respective parties and their lawyers could relay their concerns to the Mediator more transparently, without the other party around. While the parties were open and forthcoming during the initial joint session, the private sessions proved key in enabling the parties to share their BATNAs (Best Alternative to a Negotiated Agreement), WATNAs (Worst Alternative to a Negotiated Agreement) and BRATNAs (Best Realistic Alternative to a Negotiated Agreement). This was crucial in enabling the Mediator to generate solutions that made sense for both parties. Accordingly, the Mediator skilfully used these sessions to reality-test possible solutions and the parties' walk-away alternatives, so that parties could make more informed decisions as to how they wanted to proceed. This included getting the parties to consider the uncertainty and various costs associated with litigation.

Once it became clear that there was a chance of restoring the relationship due to the parties' express declaration that they were willing to work with each other if the arrangement is mutually acceptable, the Mediator expressed his desire for settlement and pushed the parties to come up with offers that would make sense for them. What proved useful in these sessions, was the Mediator's emphasis that the parties were not direct competitors. Their businesses complemented each other. This likely put

[3] 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.

the nature of the dispute into perspective, shifting the focus to finding solutions that would mutually benefit parties so that they could leverage each other's strengths.

The key points were settled just after lunch. Once the parties were ready to put down the terms they had agreed upon, the Mediator provided Claimant's counsel with a template settlement agreement which they could build upon. In turn, the Claimant's lawyers prepared a draft settlement agreement. In the final joint session, the draft agreement was amended following negotiations between both parties and their counsel. The settlement agreement was successfully signed slightly before 6.00 pm, after an approximately eight and a half hour-long mediation.

Challenges

First, the revelation of new underlying concerns during the parties' opening statements opened the door for exploration of more creative and collaborative solutions. However, as the shuttle mediation progressed, it became clear that one of the three solutions proposed proved unworkable due to commercial realities and normal business practice. Nonetheless, parties navigated this tactfully, adapting to such new developments.

Secondly, it was clear that throughout their business relationship, both parties had compromised for each other on multiple occasions out of goodwill. However, both faced price pressures that ultimately affected the commercial viability of their partnership in 2024. Accordingly, one challenge during the mediation was the disparity in the sums that the parties were initially willing to offer and accept. The Mediator had to find ways to push parties to compromise such that there could be an offer that made sense for both parties. This included emphasising the synergies between their businesses and the risks associated with continued litigation.

Thirdly, parties understandably do not want to be cast in a negative light in front of the Mediator. Hence, parties may feel compelled to defend or clarify themselves when the other party makes statements they perceive as damaging or exaggerated. When this occurred, the Mediator had to carefully acknowledge that such statements could have been made due to the sadness or frustration that the other party was feeling rather than a reflection of objective truth. This helped to reframe what was conveyed to reduce any tension caused and ensure that parties remained focused on finding a way forward.

Reflections

As a shadow mediator, I got to see first-hand the value of mediation. Litigation can cause fractures, be costly and is typically riddled with uncertainty. Thus, it may not always be the best available option for businesses from a commercial standpoint. This experience has shown me that mediation provides an appropriate and useful avenue for parties to have candid conversations about their interests and concerns; information that may not necessarily be deemed relevant in legal correspondence or to make out a legal claim. Hence, mediation provides a conducive environment for parties to understand each other's actions in the presence of a neutral third party, who can guide them to see possibilities beyond litigation. They might also be presented solutions that litigation may not be able to offer.

I was particularly struck by Jonathan's approach as Mediator. Besides highlighting the complementarity of the parties' businesses, Jonathan actively encouraged collaboration by emphasising that both sides were interested in preserving the business relationship, provided the solution was commercially feasible. I believe these are sentiments that might not have been conveyed in the context of legal proceedings. Jonathan even came prepared with a template settlement agreement, in hopes that if parties were amenable to negotiating a settlement, he could provide

counsel with a draft agreement upon which they could work. I believe the tone of focusing on the future instead of dwelling on the past was also crucial in bringing about a constructive resolution to this dispute.

On the mediation's critical success factors, the Claimant's lawyer, Mark Teng, Executive Director of That.Legal LLC, commended the parties, their counsel, and the Mediator, for thinking out of the box in looking for a reasonable commercial solution. The Mediator himself thought that the key to the mediation's success in one day was to focus the parties on what mattered for the resolution of the dispute, rather than on the complex patent- and court procedure-related questions before the High Court. The Mediator also appreciated the fact that the parties and their experienced counsel were prepared, and amenable to focus on acceptable commercial solutions. In addition, Mr Caleb Goh, representative of the WIPO Center, was diligent, helpful and available throughout the entire process. I am thankful that the Mediator found me an "excellent shadow mediator" who assisted him in the preparation and conduct of the mediation.

In their feedback, both parties strongly agreed with the statement "We are satisfied with the Mediator". The Defendant elaborated that the Mediator helped them manage and ensured that there was a good conversation running, and also a good outcome.

The Claimant was very satisfied with the mediation process and said it was likely to use mediation again, as well as recommend it to others. The Defendant's counsel opined that this experience demonstrated that mediation can be a viable and beneficial alternative, even for complex cases like patent infringement involving multiple legal issues.

On the matter of funding under AMP+, the Defendant said that funding helped it manage costs, and was an incentive to mediate. The Claimant recognised that funding was not the determinative factor going into mediation, but certainly an important one. Both parties reflected that they were likely to use, or at least strongly consider, mediation again even without funding. Other reasons to consider mediation in future were the availability of good, specialised mediators (in this case, the Mediator was a patent specialist) and time- and cost-savings compared to litigation.

Conclusion

Oftentimes, businesses adopt certain rigid legal positions due to underlying business concerns. Yet, these important concerns of real-life parties and businesses may not always be adequately addressed in a trial or be considered relevant information when preparing court documents. Hence, mediation, as a form of alternative dispute resolution, shifts the focus away from legal positions and to aspects such as parties' needs, emotions and personal values. This allows for parties to come up with dynamic and innovative solutions to their disputes.

Written by Nillaa K Pillay
19 August 2025

Mediation Success at IPOS

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

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

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

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Soh Kar Liang ("Mediator")
Shadow Mediator[2]	Ms Sandy Widjaja,[3] Shadow Mediator
Date of Mediation	2 and 3 April (both hybrid)[4]; 17 April, 9 May and 2, 3 and 5 June 2025 (all online)
Mode of Mediation	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.

[1] 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.
[2] 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.
[3] Senior Legal Counsel, Hearings & Mediation Department, IPOS.
[4] 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[5] 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).[6]

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,[7] the Applicants' representatives from China were present in person. They[8] 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.

---

[5] Around noon on 2 April 2025, which was the first day of the mediation.

[6] 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.

[7] On 2 April and 3 April 2025 respectively.

[8] 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

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP+[1] Mediation Success

The Beauty Nation Pte Ltd
&
SKY
[2025] AMP+ MED 1

	Claimant	**Respondent**
Name	The Beauty Nation Pte Ltd	SKY
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Rajah & Tann Singapore LLP	Anthony Law Corporation
Lawyers	Mr Tng Sheng Rong Mr Tan Kay Shin	Ms Oei Su-Ying Renee Nicolette

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Jonathan Choo ("Mediator")
Shadow Mediator[2]	Mr Samuel Wee, IPOS Young IP Mediator[3]
Date of Mediation	29 April 2025
Mode of Mediation	In Person

Background

The Beauty Nation Pte Ltd ("Claimant") and SKY ("Respondent") are Singapore-incorporated companies who operate both physical and online stores, selling various health products. The dispute arose in December 2024 when the Claimant alleged that the Respondent had allowed the unauthorised sale of certain products bearing the Claimant's marks below and mirroring the description of the latter's products on platforms such as Shopee and Lazada.

全威

Quan Wei 全威

[1] The WIPO-ASEAN Mediation Programme (AMP+) offers funding for mediation under certain conditions (with additional funding from IPOS if a Singapore-based mediator is appointed).
[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.

The allegations of trade mark, patent and copyright infringement were not legally contested. No other proceedings had commenced before the Parties had agreed to attempt mediation under the WIPO-ASEAN Mediation Programme ("AMP+"). Under AMP+, if a Singapore-based mediator is appointed, parties can receive reimbursement of mediation costs for up to S$5,000. The Mediator was swiftly appointed and the mediation date was fixed.

Pre-Mediation

The Parties met with the Mediator separately for a pre-mediation session on 24 April 2025, sharing their mediation statements prior to the meeting. At the session, the Parties were open in explaining their views and expressed their desire to resolve the dispute amicably. The session itself was useful in crystallizing the precise issues to be addressed during the mediation session to follow.

Mediation Process

The mediation was held at the WIPO Singapore Office from 10.30 am to 7.45 pm on 29 April 2025. Procedurally, there were two initial joint sessions within the first hour, followed by several hours of shuttle mediation, and a final joint session to conclude the mediation session.

The first joint session was held between the Mediator and the Parties' legal counsel around 10.45 am, where it was emphasised that the assistance of the legal counsel would be relied upon to guide their respective clients towards achieving a realistic settlement. Legal counsel play a key role in assisting parties to evaluate their available options while building upon the mediator's efforts to establish common ground between the parties. Interestingly, in this mediation, the Claimant had appointed the same Mediator in an earlier IP mediation (see [2024] AMP MED 5). The Respondent agreed to the appointment as the Mediator had prior experience with the Claimant and thus understood the nature of its claims. The Parties' trust in the Mediator contributed to the eventual resolution of the dispute.

The second joint session began at 11.10 am, where Parties convened to commence the mediation proper. The Mediator set out the ground rules: to show mutual respect and to forbear from interrupting when any other individual was speaking. Both Parties were then invited to address each other. The Claimant expressed disheartenment at the potential intellectual property ("IP") infringements against its company, and queried how the incident arose. The Respondent responded with an earnest apology and explained that the logos were designed without any collateral intention. In short, the Respondent indicated that there was no desire to cause market encroachment. The Claimant highlighted that significant financial investment had been poured into the development of its IP and conveyed its desire to move beyond the events that had already occurred. The Mediator promptly set out the key issues to be resolved at the mediation and categorized them into three sub-issues. These issues were written on a nearby whiteboard to assist the Parties in visualising the issues to be addressed. Within half an hour of this joint session, two of the three sub-issues were readily resolved in principle, with the minor technical details left for the legal counsel to complete.

For the third sub-issue, Mediator then led the Parties to break out into separate rooms for shuttle mediation. The Parties sought to agree on an appropriate settlement. The Claimant sought a sum that was reparatory in nature while the Respondent sought to provide a sum that was compensatory, but at a level that did not necessitate the initiation of bankruptcy proceedings. The disparity in initial sums both offered and demanded reflected a difference of nearly 4000%. The Mediator provided insightful assessments and accurately reality-tested the sums floated throughout the discussions. Moreover, the Mediator consistently reminded the Parties that resolving the dispute that day would be a win-win solution, since undergoing any subsequent court proceedings would place an additional mental toll and financial burden on both Parties. Moreover, the litigation risk of court proceedings meant that

the legal costs (the fees payable to legal counsel) were not necessarily awarded in entirety. The Mediator also met privately with the legal counsel of each Party several times for an assessment of the Parties' positions as the mediation progressed. This proved to be an important "temperature-check" in determining the Parties' amenability to the proposed terms of the final agreement.

At several points throughout the mediation, the Mediator directly conversed with the Parties in Mandarin, which was the language that they were most comfortable with. In this way, the Mediator helped in bridging any language barriers that existed during the mediation session and ensured that all proposals were effectively communicated between the Parties. Additionally, the Parties were also put at ease with the knowledge that the Mediator could understand their views whether it was expressed in English or Mandarin.

The main breakthrough occurred around 6.30pm in a series of rapid exchanges between the Parties, facilitated by the Mediator's brisk shuttle mediation. The Parties were able to crystalise several crucial terms of their final agreement related to the structure and timing of the settlement payments. These terms were refined and finally agreed upon.

The Parties' legal counsel had come prepared with a template settlement agreement to expedite the drafting process. Crucially, this essential preparatory work led to the saving of multiple hours of contract-drafting that could otherwise have been necessary prior to the completion of the mediation.

The last joint session had both Parties reconvening in the main room to sign and exchange the physical copies of the settlement agreement at around 7.35 pm. The Mediator congratulated the Parties on the successful resolution of their dispute.

Challenges

The first challenge in this mediation related to the decisive influence of symbols in influencing the success of the mediation. Symbolic actions – whether through an apology or making meaningful adjustments to the settlement sums offered – demonstrated the significant effort made by the Parties in their attempt to establish common ground. By clarifying the intent behind various symbolic acts, the Mediator accelerated Parties' progression towards their final agreement by helping each understand the other's perspective throughout every stage of the mediation.

The second challenge involved the Parties' understanding of how the courts assess and award damages in IP infringement cases. While statutory parameters for copyright, trade mark, and patent infringement are publicly available, the courts may not award the maximum amount even if there is a proven infringement. The Mediator played a pivotal role in clarifying the nuances of the likely judicial outcomes that the Parties could encounter had the case proceeded to trial. For instance, the court may only have ordered an award of nominal damages, or only allowed part of the legal costs to be recovered by the winning party. In sum, it remains critical for IP disputants to note that not all legal victories result in complete financial recompensation and parties would benefit from maintaining a conservative view of their IP's assessed value.

The third challenge arose from the involvement of individuals who played supporting roles to the main decision-makers in the mediation. Emotional reactions often reflect a desire for fairness — which is a natural and understandable response. These perspectives inevitably add a layer of complexity to the emotional terrain of the mediation. The Mediator skilfully guided the Parties' contemplations and discussions, keeping them grounded and focused on the possibility of resolving their IP dispute that very day. Together with the legal counsel, the Mediator led the Parties in traversing the nuanced

emotional dynamics of the mediation session while helping them precisely weigh their options at each stage.

Ultimately, the impeccable skill of the experienced Mediator helped the Parties to swiftly overcome these challenges at the mediation session. The Parties were thus able to make full use of the precious opportunity offered by the AMP+ mediation to conclude their IP dispute.

Reflections

The Mediator commented:

> I arranged to have separate pre-hearing sessions with each of the parties and their respective lawyers several days before the mediation hearing. These pre-hearing sessions were a good way for me to identify the main concerns held by each party. The sessions also allowed me to build rapport with the parties and their respective lawyers ahead of the mediation hearing and to mentally prepare them for the hearing. We were then able to progress more quickly during the hearing itself.
>
> I want to commend the parties and their respective lawyers for being fully supportive of the mediation process. They approached the process with an open mind and worked closely with me to explore solutions to resolve the dispute. The entire mediation proceeded smoothly. From the time I was appointed as mediator until the hearing when parties were able to arrive at a settlement, everything was concluded within 18 days. This is a great example of how parties can use mediation to resolve their disputes quickly and efficiently.
>
> I thank Caleb Goh and the team at the WIPO Arbitration and Mediation Center for supporting and guiding the parties through the various administrative steps and also graciously hosting the mediation hearing at the WIPO Singapore Office. They are very responsive and approachable.

The Claimant expressed appreciation as follows:

> We are grateful for the dedication of our mediator, Mr Jonathan Choo, for his professionalism and relentless efforts. We also appreciate the support of Mr Caleb Goh, WIPO's representative, who patiently remained until the session concluded. Our sincere thanks also go to the commitment of our legal representatives. Everyone's willingness to extend their time beyond regular hours was instrumental in reaching a successful settlement. This level of professionalism and dedication truly highlights the collaborative spirit that drives positive mediation outcomes.

In addition, the Claimant affirmed that the availability of funding was a major factor to considering mediation. Other reasons include WIPO's fast response and efficient case management and the professionalism of the facilitating WIPO representative, Mr Caleb Goh.

The lawyers for the Claimant remarked:

> We are grateful for the perseverance and dedication of our mediator, Mr Jonathan Choo. Although the parties started the day very far apart, Mr Choo's efforts and determination eventually got the parties over the line to reach a settlement that suited both parties. Without Mr Choo's proactive involvement at strategic junctures, the settlement would not have been possible.

> We are also grateful to Mr Caleb Goh of WIPO for organising and managing the administrative aspects of the mediation, which were well coordinated and communicated throughout. Our thanks also goes to the wider WIPO and IPOS teams for supporting this mediation, in terms of the physical facilities and the funding aspects. These contributed significantly to our client's state of mind going into the mediation, and helped to smoothen out the negotiations.

The Respondent summarised its experience below:

> We are thankful that we settled the matter without having to litigate this matter in court and having to spend more time on it.

As for what would encourage the Respondent to consider using mediation in future, it considered that the mediation fee must be reasonable.

The lawyers for the Respondent concluded:

> Parties were extremely far apart in the beginning and the mediator was very effective in getting parties to meet in the middle.

As a Young IP Mediator shadowing the Mediator, I had the first-hand opportunity to accompany the experienced Mediator as he meticulously assisted both parties in navigating through the complexities of their dispute. It was a privilege to see how the Mediator's patience and professionalism could bring together viewpoints that initially began from drastically disparate positions, tying them into a shared outcome. When parties choose mediation, there is no doubt that they are taking a courageous first step towards bridging a chasm of confrontation. In my view, the success of this mediation was also built on a further three elements: First, the Parties had trust in their Mediator. Second, the Parties were willing to keep an open mind throughout the mediation. Third, the Parties had the foresight to avoid protracted legal proceedings. Instead, Parties chose to resolve their dispute within the day at the mediation session.

Conclusion

AMP+ provides an essential and much-needed platform for parties to address and resolve their intellectual property disputes. This mediation was the second WIPO mediation that I have shadowed as a Young IP Mediator, and I am encouraged to observe the good work and results that this programme has continuously provided to parties within Singapore's intellectual property landscape.

Written by Samuel Wee, Young IP Mediator
27 May 2025

Mediation at IPOS

Foo Chin
&
Foo Fang Rou
[2025] SGIPOS MED 1

	Applicant	**Registered Proprietor**
Name	Foo Chin ("Applicant")	Foo Fang Rou ("Registered Proprietor")
Nationality	United Kingdom	Singapore
Representation	That.Legal LLC	Rajah & Tann Singapore LLP
Lawyers	Mr Mark Teng Mr Michael Yee	Mr Lau Kok Keng Ms Edina Lim Ms Claire Mak

Mediation Institution	WIPO Arbitration and Mediation Center
Mediator	Ms Francine Tan ("Mediator")
Shadow Mediator[1]	Ms Cindy Guo, IPOS Young IP Mediator[2]
Date of Mediation	28 and 29 August 2024
Mode of Mediation	In Person

Introduction

The parties to this mediation are Foo Chin and Foo Fang Rou. Foo Chin is represented by his son Steven Foo, in this mediation. Foo Fang Rou is represented by her sister, Foo Fang Yih. Two days were set aside for the mediation.

The Dispute

The mediation arises from Foo Chin's application for a declaration of invalidity filed against the trade mark registration for 逸群 YET CON ("Registered Mark") in Class 43 in respect of "restaurant services". The Registered Mark was used for the famous chicken rice business, Yet Con Chicken Rice & Restaurant ("the Restaurant"). The parties' areas of disagreement included other related disputes such as the sale of the property at 25 Purvis Street, Singapore, that used to house the Restaurant, the rightful ownership of other trade marks and goodwill to the names such as "YET CON" and "逸群", as well as purported outstanding sums owed by the Applicant to the Registered Proprietor.

[1] 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.
[2] 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 mediation in future.

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$10,000 (where only Singapore IP rights are involved) or S$14,000 (where both Singapore and foreign IP rights are involved).[3]

Stalled Pre-Mediation Discussions

Parties exchanged some correspondence pertaining to the chicken rice business, among other things, prior to the mediation. It started some years back, over the period of COVID-19 years. However, as the parties were not in Singapore during that time, correspondence was conveyed mainly through emails, and the progress of negotiations was not as speedy as face-to-face sessions.

Mediation Process

After the pleadings to the invalidation proceedings were filed, IPOS conducted a case management conference and the parties decided to attempt mediation. The parties' representatives flew to Singapore from the United Kingdom and the United States.

The mediation began at The Great Room, Afro-Asia building at 9.35am on the first day, 28 August 2024. The Mediator started with a round of introductions and ground rules for parties to respect each other were set. The two authorised representatives are cousins by blood, with one family residing in the United Kingdom, and the other residing in the United States. The Applicant's son set the stage by emphasising the family ties that bind the two sides.

Parties took time to convey their initial thoughts on the current mediation, as well as expressed hopes for some form of settlement to be concluded for that day.

After the introduction, the Registered Proprietor's team left the room first, leaving behind the Applicant's team for a caucus. The Applicant's son was able to share concerns and thoughts at ease with the Mediator who, at the end of the caucus, sought confirmation on the information that she was allowed to divulge to the other party.

Throughout the session, multiple private caucuses were conducted in order to gain greater insights into the sentiments of each party. Both parties had clear disparities in their perspectives on the matters at hand. In these sessions, the Mediator attempted to tease out the core interest of the parties and explored different options with the parties. Various permutations of possible solutions were laid on the table.

On the second day of the mediation, the parties concentrated their discussions on a possible joint venture using the trade marks in question. They did not come to an agreement and the session ended around 4pm.

[3] 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.

Main Challenge

At the heart of the dispute is the Restaurant business, founded by their late father/grandfather Mr Foo See Hing in 1939. It was recognised as one of the heritage chicken rice brands in Singapore, which business both parties acknowledged was the tie that bound the parties. The Applicant and the father of the Registered Proprietor had contributed to the family business in their own way which they believed was crucial in the thriving business, and they therefore felt deserving of their share of the business. Their loyalty to their respective families was clear.

This resulted in a point during the mediation where parties were fixated on their diametrically opposing perspectives. Both parties refused to budge on certain issues, possibly due to some emotional baggage traced back many years. Recognising the impasse, the Mediator made a conscious effort not to dwell in the past which may not help matters and to pursue what was important at hand, that is, for parties to work together to preserve the legacy that their grandfather and fathers toiled hard to build.

Reflections

The Applicant's son, Steven Foo, reflected:

> Mediation was a useful process bringing together parties who for 5 years had not engaged in any face-to-face discussions. So although a final deal at mediation was not achieved it will be settled eventually.

The Applicant also gave feedback in its REMPS application form that "We are likely to use mediation as an alternative dispute resolution forum even without any funding. Of course, this depends on the circumstances of each case."

The Applicant's counsel, Mark Teng of That.Legal LLC, opined:

> Mediation presents a good opportunity ahead of any hearing or trial for parties to come together to understand each other's underlying interest and is, in my view, the best mechanism for alternative dispute resolution.

The Registered Proprietor's evaluation is that:

> Mediation will only work if both parties come with an open mind and the willingness to resolve an issue.

The Registered Proprietor's law firm appreciated that:

> The mediator displayed a great amount of patience and persistence, actively engaging the parties and ensuring that they could air their concerns, thereby considering all perspectives.
>
> Mediation allowed the parties to come face to face in a bid to resolve the various issues outstanding between them. Although the parties did not eventually come to a full settlement of the outstanding issues, they nonetheless managed to come to a consensus on one of the matters discussed during the mediation (i.e. the sale of the shophouse that was the venue of Yet Con).

The Mediator penned her reflections as follows:

> It is commendable that the representatives for the Parties to the dispute each took the time and effort to travel to Singapore from the UK and the US to attend the mediation. Two days were set aside. It showed a commitment to the effort to try to resolve the dispute amicably, and this was observed throughout the course of the day.
>
> The dispute concerned not only trade mark rights but involved a dispute relating to family-owned commercial real property. The dispute was complicated by the fact that there were historical difficulties in the family relationship involving the representatives' fathers, and perceived wrongs.
>
> At the outset, I encouraged all parties to be respectful to each other and to allow the other to speak freely without interruption. Apart from the joint sessions, I also had separate sessions with the representatives and their respective counsel. A friendly rapport was established early on with the parties which, I felt, proved to be helpful.
>
> The main challenge, in my view, was the general distrust of the other's intentions, and this required working with the respective representatives and counsel to look past their personal misgivings and to focus on identifying common ground and goals, that might lead to a shift in perception and position. When I sensed that it was appropriate, with permission of counsel, I had a separate session alone with the representatives. I believed that it would be helpful for them to have a frank and heartfelt discussion as they were, ultimately, cousins. At one point, when the discussion between them seemed to hit a wall and one of them stood up, ready to call it a day and leave, I was glad to be able to intervene and not allow that to happen. I strongly encouraged them not to give up, in view of what had been achieved thus far and the possible gains with a resolution. With the continued support and assistance of counsel, it was wonderful to see that the representatives were able to persist in the discussion and move from their positions on certain issues, and to reach an agreement relating to the property, and an agreement to discuss further on the issue of the ownership of the trade mark.
>
> I would like to thank the WIPO Arbitration and Mediation Center (Margarita Kato and Caleb Goh) for the seamless support and administration of the process.

As a Young IP Mediator, I noticed the adversarial atmosphere from the parties' demeanour at the start of the session on the first day. It was clear that they both held strong views of what they believe was fair from their perspectives. They also had differences as to how the mediation should be conducted.

The greatest breakthrough in the mediation, I felt, was the session where the representatives spoke to the Mediator, without their legal counsel. That session felt like it was a family gathering, with cousins trying to iron out the issues. It was probably an overdue session that could have been conducted earlier before the build-up of animosity that benefited no one.

The Mediator handled the situation objectively as an impartial facilitator, peppering suggestions of how matters could move forward at appropriate junctures, when things were seemingly coming to a deadlock. The suggestions were embraced positively, possibly due to the rapport and confidence that the parties shared with the Mediator, built throughout their interactions in the session.

Conclusion

The two-day session concluded with an agreement relating to the sale of the property at 25 Purvis Street which used to house the Restaurant, while parties take more time to explore a possible business collaboration involving the "YET CON" brand.

I am grateful for the privilege of witnessing a mediation conducted first-hand, where two parties started with objectives that clearly misaligned, and were eventually able to move discussion forward through the skilful facilitation of the Mediator, culminating in a win-win situation for all.

Written by Cindy Guo, Young IP Mediator
16 April 2025

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP[1] Mediation Success

The Beauty Nation Pte. Ltd.
&
Kiong Onn Medical Hall Pte. Ltd.
[2024] AMP MED 5

	Party A	**Party B**
Name	The Beauty Nation Pte. Ltd.	Kiong Onn Medical Hall Pte. Ltd.
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Gateway Law Corporation	Amica Law LLC
Lawyers	Mr Max Ng Chee Weng Mr Ryan Wong Ms Dai Jingwen Annie	Mr Aaron Thng Mr Zachery Tan

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Jonathan Choo ("Mediator")
Shadow Mediator[2]	Ms Audrey Loo, IPOS Young IP Mediator[3]
Date of Mediation	24 October 2024
Mode of Mediation	In Person

Background

The Beauty Nation Pte. Ltd. ("Party A") is a Singapore-incorporated company in the business of developing, marketing and selling health products. It has, through extensive investment and research and development, established four product lines under the trade names "Root King", "Vitroman", "Miri" and "Quan Wei". Party A is the registered proprietor of the following trade marks, which are the subject of the present dispute:

ROOT KING 根王	VITROMAN 威特猛	MIRI 天丽	Quan Wei 全威

Kiong Onn Medical Hall Pte. Ltd. ("Party B") is a Singapore-incorporated company in the business of selling and distributing traditional Chinese medicine supplements. In 2021, Party B entered into a consignment agreement with Root King Pte. Ltd. to distribute traditional Chinese medicine products under the "Root King", "Vitroman", "Miri", and "Quan Wei" brands (collectively, "Party A's products").

[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.

The dispute between the Parties arose sometime in March 2023 in relation to Party B's use of Party A's trade marks and copyright. Party A claimed that Party B had infringed its trade marks and copyright in affixing the watermark "*theherbalpharmacy.com*" to images created by Party A and in failing to make any reference to Party A when listing Party A's products for sale on its website and other e-commerce platforms.

In turn, Party B claimed, among other things, that Party A had consented to the products being put on the market in Singapore, and highlighted that these were obtained from an authorised sales representative.

After multiple exchanges of correspondence between the Parties' lawyers and proceedings initiated by Party A in court, both Parties agreed to attempt to mediate their dispute 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]

Pre-Mediation

Prior to the scheduled mediation, the Parties submitted their respective mediation statements setting out their understanding of the events that have transpired, their respective interests and contentions, and the status of the dispute. The Mediator also held separate without prejudice meetings with the Parties and their lawyers to gain a clearer understanding of the issues at stake. During the pre-mediation meetings, the Parties were encouraged to share their priorities and motivations for the mediation. Through these discussions, the Mediator identified the key issues and potential tripwires for each Party, thereby laying the groundwork for a highly productive mediation.

Mediation Process

The mediation was held at the WIPO Singapore Office, starting at 9.30 am on 24 October 2024 and concluding in the early hours of the following day at 12.52 am on 25 October 2024, when the settlement agreement was signed.

The morning began with the Mediator privately meeting and welcoming the Parties. At 9.50 am, the Mediator commenced the joint session, outlining the key principles of mediation and his role as a neutral facilitator. The Mediator then laid down two ground rules for the mediation: (1) the Parties were reminded to treat each other with respect; and (2) they should refrain from interrupting one another. Following this, the Parties were invited to address each other directly. This led to a back-and-forth dialogue between the Parties. By carefully listening to the Parties' discussion, the Mediator was able to deduce the Parties' positions and interests, effectively identifying the issues in conflict that would form the agenda for the day. The Mediator also highlighted the commonalities between the Parties, helping them to recognise that there was common ground between them, contrary to their initial beliefs.

At a certain point, emotions began to run especially high. The Mediator recognised the Parties' emotions and responded by transitioning to private meetings with each Party. During these private sessions, the Mediator encouraged open communication and sought to build rapport with the Parties. This in turn allowed the Mediator to gain a deeper understanding of the issues, the underlying interests, and the direction the negotiation needed to take for a potential settlement. At a critical juncture, the Mediator invited both Parties to a cross-caucus. In the Mediator's presence, the Parties

[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.

shared their mutual desire to move past the unfortunate episode. The conversation was candid, allowing each Party to convey its honest beliefs while also empathising with the other Party's perspective on the conflict. This also provided much-need emotional closure for the Parties.

The remainder of the mediation was conducted as a shuttle mediation, with each Party in separate rooms while the Mediator moved back and forth to facilitate discussions. During this time, the Mediator communicated each Party's proposals and responses to each other, clarified misunderstandings and explored potential areas of compromise. At times, the Mediator requested to speak with a Party without its lawyers present to better understand its concerns and reality-test its positions and baselines. Throughout the process, the Mediator was attuned to the dynamics of the conversation, and also provided adequate space for the Parties to deliberate or consult their respective lawyers. At certain points, the Mediator also recognised the need for discussions with both Parties' lawyers to assess the Parties' concerns and positions and to determine how to advance the mediation.

Ultimately, the Mediator was able to guide the Parties towards a mutually acceptable outcome. This culminated in an agreement in principle at around 6.40 pm. The remaining time was then spent drafting the settlement agreement, a task efficiently handled by both Parties' lawyers.

Challenge

There were three key challenges to this mediation.

First, the Parties were deeply entrenched in their positions, each firmly convinced of the merits of its respective case. This stalled discussions as neither Party was willing to consider alternative solutions. The lack of openness to compromise also created an environment where constructive negotiation seemed almost impossible.

To overcome this challenge, the Mediator focused on restating and reframing the Parties' thoughts. This approach helped the Parties to articulate and organise their thoughts more effectively, enabling them to identify and acknowledge negative emotions while remaining focused on the issues at hand and the overall objectives of the mediation. The Mediator also astutely highlighted the realities of litigation, reminding the Parties that pursuing further legal action could lead to extended costs, prolonged delays and stress. In contrast, he emphasised that mediation offered them greater control over the resolution process, allowing them to actively shape the outcome rather than leave it in the hands of the court. This perspective encouraged the Parties to adopt a more collaborative approach to resolving their dispute.

Additionally, the Mediator drew on the expertise of the lawyers who played crucial roles in facilitating the resolution of the dispute. They offered valuable insights into the potential consequences associated with each course of action and assisted in clarifying legal terms and concepts. This collaboration fostered an environment where the Parties felt supported and empowered to engage more actively in the discussions. The lawyers also served as a much-needed bridge between the Mediator and the Parties, facilitating communication while ensuring that their clients' interests were effectively represented.

Second, the mediation was fraught with intense emotions. One party, in particular, exhibited a deep emotional connection to the brand and its trade mark, viewing it as a culmination of its hard work, dedication, and personal sacrifice in building the brand. The passion surrounding this issue heightened the stakes of the negotiation, making it challenging for the Parties to engage in rational dialogue. The

strong feelings involved also created a tense environment, which further complicated efforts to find common ground.

Navigating the emotional landscape of the mediation posed significant challenges. However, the Mediator demonstrated remarkable skills in managing the Parties' emotions. He remained focused and committed to fostering a safe and supportive environment where the Parties felt comfortable expressing their feelings. By actively listening and validating their concerns, the Mediator created a space where they could vent their frustrations without fear of judgment. This approach not only helped to alleviate some of the tension but also encouraged the Parties to engage more openly in the mediation process.

Additionally, the Mediator employed reframing techniques that allowed the Parties to express their emotions in a constructive manner. By guiding them to articulate their feelings in a way that focused on their underlying interests rather than entrenched positions, the Mediator facilitated a shift in perspective.

Finally, as Party A's first language was not English, this added an additional layer of complexity to the mediation process.

Despite this, the Mediator skilfully navigated the situation by being especially attentive to the Parties' needs. He ensured that everyone was on the same page and created an environment where all Parties felt comfortable expressing themselves. To further enhance communication, the Mediator took the initiative to occasionally speak in Mandarin, Party A's native language. This not only helped to clarify complex points but also fostered a sense of rapport and trust. By making an effort to connect in Mandarin, the Mediator demonstrated empathy and understanding, which significantly eased tensions and encouraged more open dialogue.

Reflections

The Mediator reflected on this mediation as follows:

> The mediation was particularly challenging because the parties took vastly different approaches in the way they perceived some of the key issues in dispute. This presented a big risk to any potential settlement. I was glad that the parties agreed to attend pre-mediation meetings with me because this allowed me to better understand their respective concerns and interests. The mediation process itself went smoothly, thanks to the assistance of parties and their lawyers. Everyone was fully engaged and demonstrated commitment to the mediation process. This meant reassessing options and persevering to find creative solutions to obstacles that we encountered during the mediation itself. I am glad that the parties were eventually able to look past their differences in order to arrive at a settlement.
>
> I would like to thank the WIPO Arbitration and Mediation Center for doing an excellent job in administering the mediation. Caleb Goh deserves special mention for so capably supporting all of us and accompanying us throughout the entire mediation. I would also like to thank Audrey Loo who was an excellent Shadow Mediator. It was very useful for me to discuss matters with her and to receive her support during the mediation.

Party A summarised its experience below:

> It's important to acknowledge the dedication of our mediator, Mr Jonathan Choo, as well as the person in charge at the WIPO office who patiently waited for us to reach a resolution.

> Their willingness to extend their hours beyond midnight was crucial in guiding us towards a successful settlement. This level of commitment truly exemplifies the effort that makes a significant difference in mediation outcomes.

Party B expressed its appreciation as follows:

> We are glad that the dispute has come to an end with a settlement agreement out of court. We are grateful to the mediator, Mr Jonathan Choo, for his professionalism, relentless efforts and great determination towards the best outcome thus saving us from incurring further unnecessary costs and the waste of precious time. We are also thankful to those who have rendered their kind assistance in one way or another such as our brilliant lawyer & legal associate, shadow mediator and staff of WIPO.

In its feedback, Party B also indicated that this was its first experience with mediation. It was likely to use mediation again, even if there was no funding scheme. It was also likely to recommend mediation to others.

The lawyers for Party A remarked:

> We are pleased to report a highly positive experience with the WIPO Arbitration and Mediation Center ("WIPO Center"). Opting for mediation proved to be a sound choice for resolving this matter.
>
> The success of the mediation is largely attributable to the skill and dedication of the mediator, Mr Jonathan Choo. Through his numerous private discussions with both parties, he facilitated a deeper understanding of each side's position, which was instrumental in fostering constructive dialogue and guiding the parties towards a mutually agreeable solution. Mr Choo's perseverance and commitment to identifying a viable path forward were key to achieving the necessary breakthroughs following the extended negotiations. Throughout the mediation, Mr Choo maintained a professional and impartial approach in all interactions.
>
> Ultimately, the mediation resulted in an outcome reflecting both parties' strong commitment to an amicable resolution.
>
> We also extend our gratitude to the WIPO Center for their support, particularly for providing funding to offset mediation costs and for allowing the parties access to their facilities. Special thanks are also due to Mr Caleb Goh from WIPO, who generously stayed well beyond working hours to keep the WIPO Singapore office open, thereby allowing negotiations to proceed uninterrupted.

The lawyers for Party B remarked:

> While parties' positions were quite far apart, the appointed mediator, Mr Jonathan Choo, was persistent and effective in bridging the gap between them over the 15-hour mediation session.

As a Young IP Mediator shadowing the Mediator, I gained valuable insights into the art and science of mediation. On one hand, I had the unique opportunity to witness the fluid and adaptive nature of the process. I observed how the Mediator tailored his approach to fit the specific dynamics of the conflict and the personalities of the Parties involved. On another hand, I was struck by the Mediator's clever use of structured processes and techniques to facilitate the conversation effectively.

Prior to this experience, my exposure to mediation had been limited to hypothetical practices in school and during competitions. Those controlled environments did not prepare me for the real-world challenges faced when mediating disputes in a commercial context, especially where the stakes are high and the emotional dynamics can be complex.

In this particular mediation, I was struck by how the Mediator navigated the emotional landscape. His skill in reframing statements helped clarify misunderstandings and reduce emotional tension. This technique not only enhanced communication but also encouraged the Parties to step back from their entrenched positions and consider alternative perspectives. Additionally, I noticed how the Mediator attentively listened to each Party, validating its feelings and ensuring that it felt heard. This approach fostered a safe environment conducive to open dialogue, facilitating more constructive discussions. I came to understand that enabling parties to articulate their thoughts and emotions can significantly ease tension and pave the way for collaboration.

Moreover, witnessing the Mediator's strategic use of private sessions underscored the importance of providing space for more candid discussions. These sessions allowed each party to express its concerns and explore options without the pressure of the other party's presence, creating an opportunity for honest reflection.

Overall, this experience was eye-opening and deepened my appreciation for the complexities inherent in mediation. It reinforced the understanding that successful mediation goes beyond merely resolving disputes; it involves facilitating understanding, fostering empathy, and empowering the parties to take control over the outcome.

Conclusion

The mediation lasted for about fifteen hours and led to a settlement agreement that was mutually acceptable to both Parties. Through this experience, I have a newfound understanding as to how mediation operates in real world scenarios, where the stakes are high and the emotional dynamics can be complex. I am truly grateful for this opportunity to learn from such a seasoned Mediator and to observe how the lawyers adeptly safeguarded their clients' interests while bringing clarity and objectivity to the discussions.

Written by Audrey Loo, Young IP Mediator
14 November 2024

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP[1] Mediation Success

Lee Mei Lie t/a CY Education Centre
&
Fun with Abacus School Pte Ltd
[2024] AMP MED 4

	Party A	**Party B**
Name	Lee Mei Lie t/a CY Education Centre	Fun with Abacus School Pte Ltd
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Drew & Napier LLC	Chevalier Law LLC
Lawyers	Mr Victor David Lau Mr Wang Shang Yew	Ms Lim Bee Li Mr Wong Zhen Yang

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Ms MOI Sok Ling, SMC IP Certified Mediator ("Mediator")
Shadow Mediator[2]	Mr Samuel Wee, IPOS Young IP Mediator[3]
Date of Mediation	18 September 2024
Mode of Mediation	In Person

Background

The Parties operate in the education sector by providing abacus classes for young children. Party B is the registered proprietor of the following trade mark, which it uses in the course of its business:

The dispute arose in September 2022 due to the alleged infringement of the above trade mark within a prospectus issued by a school, which included information about classes run by Party A. Following various exchanges of letters between Parties' lawyers, and claims brought by Party B in court, both

[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 experience among those who may mediate or represent parties in IP mediations in future.

Parties agreed to attempt to mediate their dispute under the WIPO-Singapore ASEAN Mediation Programme. Parties submitted mediation statements to the Mediator three days in advance of the mediation session. During the mediation, Party B was informed that the prospectus was designed without Party A's direct input and clear knowledge, as Party A was not involved in the creation and publication of the prospectus. Furthermore, usage of the trade mark in the prospectus had ceased since then and the latter was no longer in circulation. The Parties eventually successfully settled their dispute.

Mediation Process

The venue of the mediation was at the office of law firm Drew & Napier LLC, which acted for Party A. It began after 10.00 am and concluded before 6.00 pm with the successful signing of a settlement agreement. The process of the mediation was clear, organised and systematic. The Mediator guided both Parties and their lawyers through the adoption of various procedural arrangements that facilitated progress at each stage of the mediation, which is elaborated on below.

First, the mediation began as a joint session. The Mediator opened the session on a positive, upbeat note, highlighted the key tenets of mediation, explained her role as a neutral facilitator, ensured Parties' understanding of their roles, and set an agenda and tentative timetable for the day. The Mediator strongly emphasised the need for Parties (1) to keep an open mind; (2) to be upfront with their interests; and (3) to trust the process of mediation. The Parties were reminded to refrain from unnecessary tactical posturing. Instead, their lawyers were advised to put on their "mediation advocates' cap" and to adopt a more conciliatory approach so as to grant Parties the best possible chance of obtaining a settlement by the end of the mediation. Importantly, during the joint session, the Mediator allowed the Parties to address each other directly and take the chance to communicate face-to-face for the first time. As subsequently observed, this initial engagement between both individuals laid the foundation for Parties to eventually achieve a common vision and understanding on the appropriate way forward.

Second, the mediation occasionally diverged into private sessions. In these private sessions – which were protected by an additional layer of confidentiality – each Party with its lawyers had the opportunity to be transparent with its concerns and to share its thoughts on the progress of the mediation with the Mediator. With incisive inquiries and investigative questioning, the Mediator was able to swiftly ascertain the bottom-line of each Party with regard to an acceptable range of monetary compensation, as well as any factual points in dispute that required further clarification. At the later part of the mediation, the private sessions saw Parties occupying separate rooms while the Mediator shuttled between both locations to coordinate the terms of the eventual agreement. The Mediator also provided much-needed neutral analysis on the effectiveness of specific terms that were being discussed for the purpose of settlement.

Third, at a critical juncture, both Parties had a genuine one-to-one exchange, in the Mediator's presence, where they expressed their common desire to place the unfortunate episode behind them, and their hope to continue with their day-to-day lives without the distraction of legal proceedings. The conversation was candid and both Parties sincerely attempted to understand each other's viewpoints.

Last, the Mediator also provided ample opportunity for each Party to privately consult its own lawyers, so as to ensure that all Parties were sufficiently advised and assured that the final agreement protected their rights and interests, while amicably resolving the dispute.

Challenges

The main challenge in this mediation arose from the fact that the Parties' starting positions were very far apart. The Parties also held a firm belief in the merits of their respective cases and their potential of obtaining a favourable outcome in court. Their lawyers thus appropriately and rigorously defended their client's individual legal positions during the mediation.

However, it was also clear that the effectiveness of mediation strongly depended on Parties' willingness to eschew strict legal positions in favour of a more bespoke and tailored solution. The breakthrough came when the Parties had a one-on-one conversation without their lawyers present. The personal communication was instrumental in assisting both Parties in better understanding their equally logical but distinct viewpoints. With greater mutual understanding, the Mediator was able to encourage Parties to reciprocally adjust their original positions, thereby expanding common ground between both Parties that led to the eventual settlement.

The Mediator also rightly pointed out that further legal proceedings would be highly costly and stressful to both Parties, since Party A was a retiree teaching classes on a voluntary basis while Party B had a commercial entity to manage. In such a situation, the truly win-win solution would be for Parties to avoid incurring further legal costs and to refrain from undertaking the additional risk of an unforeseen court-determined outcome. Indeed, unlike judge-made awards, parties in mediation are able to personally define the scope and features of their eventual solution and thus possess greater control over the terms of their final agreement.

Reflections

The Mediator reflected:

> The parties met for the first time at the mediation and had the opportunity to directly communicate with each other in their own words. The sincere tone of the interaction was in sharp contrast to the typical hardline/defensive/legalistic stance conveyed through the lawyers' correspondence. With malicious intent ruled out and misunderstanding unravelled, the dispute was cleared for resolution ... like magic. In my opinion, the success of the mediation was due largely to the parties' willingness to speak from their hearts, listen to understand the other's perspective and adopt a give-and-take approach, with grace and mutual respect.
>
> I fully support the Young IP Mediators Initiative and hope that Samuel Wee (as shadow mediator) was able to observe how reality-testing was conducted in a real life setting and better appreciate the motivations behind the judgement calls and tactical manoeuvres made by the mediator at various junctures of the mediation process.

Party A expressed her appreciation as follows:

> I was very pleased that the mediator was able to speak in Mandarin.

The lawyers for Party A remarked:

> Ms Moi was instrumental in persuading the opposing party to settle. Although our client's position and the opposing party's were initially very far apart, she was able to help them see past the emotional grievances and strict legal principles involved and to come to a pragmatic

> compromise. We were also impressed by her fluency in Mandarin as it is our client's first language.

Party B and their lawyers jointly remarked:

> We are grateful for Ms Moi's efforts in bringing this dispute to a close. There was a great gap between parties' positions prior to attendance at the mediation, and Ms Moi assisted parties in evaluating their cases, positions on costs and the value of compromise.

As a Young IP Mediator shadowing the Mediator, I observed first-hand how the Mediator effectively encouraged Parties and their lawyers to keep an open mind to new possibilities and options as the mediation progressed. I observed through this mediation that flexibility is an important element leading to a successful settlement, where there must exist a mutual willingness by Parties to move beyond the comfort of their original legal positions. Furthermore, during the private sessions, the Mediator helpfully explained the practical implications flowing from each potential decision contemplated by Parties, thereby acting as a "window to the future." Together with their lawyers, each Party was able to capitalise on the Mediator's insights and appropriately amend their requests to increase the acceptability of the proposed terms of settlement to their counter-party.

It was eye-opening to see theory put into practice as the Mediator skilfully assisted Parties in building up their rapport while providing them with insightful advice on the practical ramifications of their legal positions. She facilitated communication between the Parties and assisted them to negotiate in good faith. As expressed by the Mediator at one point, the welfare of the Parties was paramount and should take precedence over the mere chance of winning potential arguments on the legal principles of each case. The fairness, transparency, skill and efficiency of the Mediator was a significant factor contributing to the Parties' amicable settlement.

Conclusion

The WIPO-Singapore ASEAN Mediation Programme provided Parties with an effective and efficient platform to resolve their IP dispute. Additionally, under the AMP, Parties can receive reimbursement of mediation costs up to S$8,000.[4] This is a highly beneficial arrangement, especially for a party in financial need. In sum, it was heartening to see how the mediation had provided both Parties with the precious opportunity to achieve a mutually acceptable and satisfactory outcome, hopefully leading to a greater enjoyment of peace of mind.

Written by Samuel Wee, Young IP Mediator
16 October 2024

[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.

Mediation Success at IPOS

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Restoran India Gate Sdn. Bhd.
&
KRBL LTD.
[2024] SGIPOS MED 1

	Applicant	**Opponent**
Name	Restoran India Gate Sdn. Bhd. ("Applicant")	KRBL LTD. ("Opponent")
Nationality / Country of Incorporation	Malaysia	India
Representation	EXY IP Pte Ltd ("Applicant's Agent")[1]	Amica Law LLC ("Opponent's Agent")
Lawyers		Mr Aaron Thng Mr Tan Wei Ming

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Jonathan Choo ("Mediator")
Shadow Mediator[2]	Mr Caleb Goh, IPOS Young IP Mediator[3]
Date of Mediation	22 July 2024
Mode of Mediation	Hybrid (in person and via video-link)

Introduction

This mediation arose out of an opposition to Trade Mark No. 40202123814R:

("Application Mark") in relation to various food and beverage ("F&B") services in Class 43.

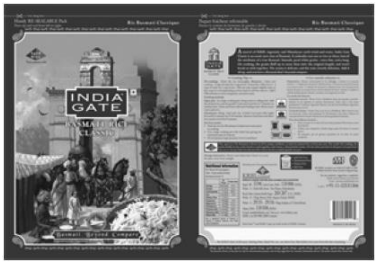
The Parties

The Applicant is a Malaysian F&B business that today has ten Indian restaurants all around Malaysia. Over the years, the Applicant has built up a reputation on social media and by word of mouth that has made it a successful F&B business in Malaysia, going on to win several business and consumer awards in Malaysia. Having such success in Malaysia, the Applicant's founder had intentions to enter the Singapore market and thus attempted to register the Application Mark in Singapore.

[1] The Applicant's Agent indicated that they do not wish for any individuals who appeared on their behalf at the mediation to be named.
[2] 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.
[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 mediation in future.

The Opponent is an Indian company with a history of over 130 years. It processes and exports rice. It is best known for its "India Gate" brand of basmati rice, one of the best selling rice brands in India, with exports to 82 different countries worldwide, including Singapore. Its business extends to seed development, contact farming, procurement of paddy storage, processing, packaging, branding, and marketing of various types of grains.

The Opponent is the proprietor of the following registered word and device marks in Singapore (collectively, the "INDIA GATE Marks"):

	INDIA GATE word and device marks		**INDIA GATE classic mark**
Mark			
Trade Mark No.	T0501977D	40201905893S	40201505460R
Goods	**Class 30:** Rice	**Class 29**: Seeds for human consumption; processed chia seeds; processed flax seeds; processed Amaranth seeds; Edible oil. **Class 30**: Processed Quinoa; Processed seeds for use as a seasoning; Flax seeds for use as seasoning; Chia seeds for use as seasoning. **Class 31**: Unprocessed Millets.	**Class 30:** Rice

The Dispute

On 7 January 2021, the Applicant applied to register the Application Mark in Singapore. Subsequently, on 21 March 2022, the Opponent filed its Notice of Opposition to the registration of the Application Mark with the Intellectual Property Office of Singapore ("IPOS"). The Opponent opposed the registration of the Application Mark on the following grounds under the Trade Marks Act 1998 ("TMA"):

1. **Section 8(2)(b)**: the Application Mark is similar to the INDIA GATE Marks and is intended for identical or similar goods or services, leading to a likelihood of confusion;
2. **Section 8(4)(b)(i)**: the Application Mark is similar to the well known INDIA GATE Marks in Singapore. Its use would suggest a connection with the Opponent and likely damage their interests;
3. **Section 8(4)(b)(ii)**: the Application Mark is similar to the widely well known INDIA GATE Marks in Singapore. Its use would unfairly dilute or take advantage of the distinctive character of the INDIA GATE Marks; and

4. **Section 8(7)(a)**: the Application Mark is liable to be prevented from use by virtue of the law of passing off.

In response, the Applicant's case is that the Application Mark was filed in respect of services related to catering, provision of F&B, as well as restaurant services, and that the INDIA GATE Marks are filed primarily for the sale and processing of rice-related products. Thus, the Applicant was of the view that since both parties were of a completely different business nature, the general public would be able to distinguish between the "India Gate" in relation to a restaurant versus "India Gate" as a rice brand.

After their pleadings were exchanged and evidence submitted, the parties agreed to submit the dispute to mediation.

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$10,000 (where only Singapore IP rights are involved) or S$14,000 (where both Singapore and foreign IP rights are involved).[4]

Mediation Process

Prior to the mediation, the Mediator had separate without prejudice conversations with the parties and their agents in order to get a clearer sense of the parties' positions and sentiments towards the mediation.

The mediation took a hybrid set-up, with the Opponent's Agent attending physically while the Applicant's representative, the Applicant's Agent and the Opponent's representative attending via Zoom.

The mediation began at 10.00am at the WIPO Singapore Office with the Mediator setting ground rules and inviting parties' representatives to say a few words to introduce themselves.

After a brief introduction from the parties' representatives, the Mediator guided the parties through setting an agenda, based primarily around the features of the Application Mark.

Subsequently, the parties' representatives took over to lead the conversation by highlighting the main points of contention. After the parties shared their interests, it became clear that the parties' interests could be addressed in a win-win manner, including by making key changes to the Application Mark.

The Applicant's representative spontaneously proposed an option for an alternative to the Application Mark, which he sketched out by hand. This sketch was warmly welcomed by the Opponent's representative, and provided parties with a crucial foundation upon which to negotiate.

After about one and a half hours of discussion, the design of the alternative mark was agreed upon, coupled with an agreement on other key terms. Parties were then ready to put the terms of their discussion to a settlement agreement.

The Opponent's Agent was quick to prepare a draft settlement agreement, which the parties were ready to put pen to paper on by the five-hour mark of the mediation.

---

[4] 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.

The Mediator thanked the parties for their constructive and collaborative dialogue, as well as their agents for their readiness to advise on a constructive settlement.

Challenges

It was thought at the outset of the mediation that there might have been difficulties arising from the asymmetrical hybrid set-up. However, the video-link facilities provided at the WIPO Singapore Office made the entire mediation unequivocally seamless. Furthermore, the Mediator's deliberate exaggeration of speech and movement enabled his energy to translate perfectly across cyberspace.

Reflections

The Mediator commented:

> I am glad that the parties agreed to mediate because they ended up achieving a fantastic win-win outcome. I made it a point to have separate pre-hearing discussions with each party and their respective lawyers in order to get to know them and for them to feel comfortable and engaged in the mediation process. I was also able to assess what issues in dispute they felt strongly about and what issues they might be willing to compromise on. This proved to be very useful because it meant that when we met at the hearing, I already had some friendly rapport with the parties and their respective counsel and that helped to set the tone for the rest of the hearing. I also had a better sense for what approach to take with the parties and what issues to begin discussing with them. The parties were deeply aware that it was in their best interest to reach a settlement which would allow them to co-exist not only in Singapore, but also elsewhere.
>
> At the hearing, they spoke from the heart and with a lot of respect for each other. They were also proactive in discussing options and making concessions in order to achieve a win-win outcome. When it became very clear that a settlement was in reach, one of the parties very generously offered to host the other party for a meal at his restaurant and the other party graciously accepted! I find it extremely fulfilling that mediation not only helps to resolve disputes – it can also restore and build relationships that will outlive the dispute.

The Opponent remarked:

> We are happy to share that our experience with mediation in Singapore was very positive. Choosing to go through mediation turned out to be an excellent decision for our case.
>
> The process, led by a highly skilled mediator and supported by our counsel, was key to reaching a solution that worked for everyone. The mediator's approach was spot-on — through private discussions and a framework that encouraged open communication, we were able to understand both our own interests and those of the other party. This deep understanding was crucial for finding common ground and coming up with creative solutions.
>
> The mediator's role in guiding the discussions and highlighting key issues was especially helpful. With visual aids and a clear breakdown of details, the mediator made the negotiation process much clearer. This not only made discussions more productive but also created a collaborative environment where both sides could work towards a compromise.
>
> In the end, the mediation led to a fair and well-organised settlement agreement that showed both parties were keen to resolve the dispute amicably. The mediator's knack for pinpointing

> areas for compromise and steering the conversation towards a workable solution was crucial to the successful outcome.
>
> We are confident that this mediation process has set a great example for resolving similar disputes in the future. We fully support the REMPS initiative and recommend considering mediation, especially for commercial disputes.

The Opponent's Agent commented:

> …we echo the sentiments expressed by our client regarding the overwhelmingly positive experience we had with mediation. The mediator Jonathan Choo's clear expertise in facilitating open and honest discussions and fostering a collaborative environment was instrumental in helping us reach a mutually agreeable resolution. The confidentiality of the process also allowed both sides to communicate without fear of repercussions, which was crucial in de-escalating existing tensions.
>
> A week before the mediation, Mr Choo took the initiative to sit down with each party separately for a preparatory chat. This proved to be invaluable in setting the stage for a productive mediation. By addressing the parties' concerns and anxieties and providing a clear overview of the process, Mr Choo put both parties in the right mindset for a collaborative, solution-oriented discussion.
>
> During the mediation, we were particularly impressed by the mediator 's ability to guide the parties through a structured process that encouraged a deeper understanding of each other's perspectives and underlying interests. The mediator's clear articulation of key issues facilitated productive negotiations and helped us identify areas of potential compromise, even in areas where the dispute at first seemed intractable. The mediation process ultimately resulted in a fair and comprehensive coexistence agreement that was in the best interests of our client.
>
> We commend IPOS and the WIPO Center for their commitment to promoting mediation as an effective alternative to litigation. Based on our positive experience, we wholeheartedly recommend mediation as a viable option for resolving commercial disputes.

The Applicant's Agent commented:

> Opting for mediation was an excellent decision, as the process went very smoothly and efficiently. The mediator, Mr Choo, was extremely helpful and easy-going, making the experience comfortable for all parties involved. During the mediation, Mr Choo carefully listed out all the issues, allowing both sides to discuss and address them effectively. As a result, we reached a conclusion quite quickly. The opposing party was also highly cooperative in resolving the matter at hand. Our client is pleased with the outcome, as the mediation provided a seamless process and an immediate solution.

As for myself, this mediation was a masterclass in collaborative interest-based negotiation and mediation.

The Mediator played a pivotal role in bridging the gap between the parties' positions and skilfully elucidated their interests. By calling on the parties' representatives to share first, instead of their agents, the Mediator allowed the parties to share candidly about the circumstances surrounding the founding of their businesses and the significance of the brand name to them. For example, knowing

how important the India Gate monument was as a symbol to both parties enabled them to work constructively and collaboratively around the centrality of the emblem. Similarly, the Mediator noted that Indian food was a unifying topic for parties' representatives, which he then casually raised at several points to introduce some light-hearted humour and brighten the atmosphere.

In doing so, both parties became acutely aware of the potential commercially acceptable solutions to the dispute that would address the interests of each party. This was in no small part due to the Mediator's expert reframing of issues and reinforcement of positive momentum. Due to his skill in reframing issues, it seemed that parties never stopped nodding throughout the mediation. This mutual understanding facilitated a shift in perspective, transforming the mediation from a zero-sum game to a collaborative discussion. Furthermore, where before, parties had no pre-existing relationship, they seemed, at the end of the mediation, to have formed a level of strategic trust in each other.

Both parties' agents were also extremely influential in enabling the parties to come to a settlement. It was clear from the outset of the mediation that the parties' representatives had been briefed and were clear about how to approach the mediation, such that the representatives could lead the discussion without having agents chiming in too much. This created a safe space for parties' representatives to be candid and to discuss options. The parties' agents were also ready and confident to advise on the viability of options, which sped up the process tremendously.

Lastly, it proved extremely valuable for the parties' and their representatives to have some degree of visual-artistic ability. One of the parties' representatives was able to illustrate, using pen and paper, a draft of a proposed alternative mark. By the end of the lunch break, the same party's graphic designer was able to quickly render a vectorised draft image mark based on the representative's rudimentary sketch. Not only did this provide laser-sharp clarity to the discussion, it also gave parties peace of mind about what they were agreeing to.

Conclusion

Mediation advocates have a duty to prepare their clients well for mediation. In particular, they should equip their clients with the necessary tools to enter the mediation with as collaborative a mindset as possible in order to make the most out of the mediation. When parties can see eye-to-eye and identify that they are not in a zero-sum game, parties stand to not only save time and costs, but also to create potential business partnerships and relationships.

Written by Caleb Goh, Young IP Mediator
24 September 2024

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP[1] Mediation Success

Gromark Consumers Enterprise Pte Ltd
&
Universe Kingdom Pte Ltd
[2024] AMP MED 3

	Party A	**Party B**
Name	Gromark Consumers Enterprise Pte Ltd	Universe Kingdom Pte Ltd
Nationality / Country of Incorporation	Singapore	Singapore
Representation	David Llewelyn & Co LLC	Robertson Chambers LLC
Lawyer	Ms Gladys Tan	Mr Terence Tan

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr Lim Tat ("Mediator")
Shadow Mediator[2]	Mr Samuel Teo, IPOS Young IP Mediator[3]
Date of Mediation	30 July 2024
Mode of Mediation	In person

Background

Party A is Gromark Consumers Enterprise Pte Ltd, a manufacturer, exporter and/or distributor of skincare products and supplements bearing various "CRYSTAL TOMATO" trade marks. Party B is Universe Kingdom Pte Ltd, trading as iQueen and Ujuwon, a manufacturer and distributor of the Ujuwon Miracle+ Tomato Skin Booster product ("Ujuwon Product").

Sometime in 2023, a dispute arose between the parties in relation to Party B's use of Party A's "CRYSTAL TOMATO" trade marks in connection with Party B's Ujuwon Product. Party A's claims included trade mark infringement, passing off and malicious falsehood.

To resolve the dispute, the parties entered into a settlement agreement in February 2024 ("Settlement Agreement"). Under the Settlement Agreement, Party B agreed to, among other things, publish an apology on the landing or main pages of two of their websites within 21 days of the date of the Settlement Agreement ("Disputed Clauses"). However, the parties subsequently disagreed on whether Party B had breached the Disputed Clauses.

[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 A therefore commenced legal proceedings ("Suit") against Party B in the General Division of the High Court of Singapore, seeking specific performance of the Settlement Agreement.

At the time of the filing of the Request for WIPO Mediation, the Court had already given directions for the progress of the Suit, including deadlines for production of documents, and the filing of affidavits of evidence-in-chief. These deadlines would not be held in abeyance unless a mediation date was fixed. In the premises, the parties requested that a mediator be appointed as soon as possible.

The parties also agreed to the conditions under WIPO-Singapore AMP, through which they can receive reimbursement of their mediation costs, up to S$8,000. [4]

Mediation Process

The morning began with a joint session, during which the Mediator took the parties through what to expect in the mediation process-wise, as well as the advantages of mediation, which included (among other things) the potential to save time and costs for the parties, as well as the preservation of all rights for the parties in the event the mediation did not bear fruit.

The Mediator reassured the parties that, having looked at the material which had been sent to him by the parties' lawyers prior to the mediation, he was of the view that the task before the parties (and the Mediator) was a simple and straightforward one. In a nutshell, the disputed point between the parties could be narrowed down to the location of the apology on the relevant websites.

After inviting both parties and their lawyers to give some opening remarks, the Mediator ushered the parties and their lawyers to separate rooms, so that he could meet with the respective parties and their lawyers separately. The remainder of the mediation process proceeded on this basis – the Mediator took turns to meet with the respective parties and their lawyers, taking time to hear them out, unearth their perspectives and concerns, and reality-test their articulated positions and baselines.

At around the mid-point of the mediation process, the Mediator determined that the time was ripe to have a separate discussion with just the parties' lawyers, in order to take stock of where the parties were at in terms of their articulated concerns and positions conceptually (which he had permission from the respective parties to share), and to try to ascertain how best to move the mediation forward.

Thereafter, things proceeded smoothly and speedily. The Mediator deftly assisted parties in navigating a back-and-forth process of ideating and putting forward solutions, agreeing to compromises that met their interests and addressed their concerns, before the parties' lawyers finally put pen to paper on a draft consent judgment recording the agreed terms of settlement. After approximately three hours, the mediation concluded with brief closing remarks from the Mediator.

Challenge

In the course of the private sessions between the Mediator and the respective parties and their lawyers, the parties articulated what they initially considered to be hard baselines for what they were willing and unwilling to accept as a mediated outcome. The steadfastness demonstrated by both parties may have been a product of the unfortunate backdrop to the mediation – the parties have already had one attempt at reaching a settlement, but still found themselves embroiled in more disagreements and disputes.

---

[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.

It was thus of great importance that these hard baselines were articulated in the safe space of confidential private sessions, which gave the Mediator the opportunity to re-frame and temper these positions, before re-packaging the same and presenting it to the other party (with the relevant party's permission).

Reflections

The Mediator commented:

> This was a dispute that arose from a disagreement relating to one of the terms of the settlement agreement entered into between the parties. The issue in dispute resulted from parties' differing interpretation of the term in question. The willingness of parties and their counsel to take a commercial (as opposed to legalistic) approach to problem solving resulted in the dispute being resolved very quickly (within 3 hours of the mediation), resulting in substantial saving of costs and time for all parties. A classic example of the kind of outcomes that one can expect to achieve in mediation, when parties and counsel work hand in glove with the mediator.

Party A summarised its experience below:

> We are grateful to the mediator and WIPO for helping to facilitate the negotiations between the parties which led to a resolution that addressed our commercial concerns. This has significant time and cost savings for us as we no longer need to litigate this dispute in Court and can now focus on our brand and business in Singapore and overseas.

Party A also gave feedback that it was likely to use mediation again and to recommend mediation to others.

Party B commended the Mediator for his invaluable role in brokering the agreement between parties at the mediation. It also thanked Party A and its lawyer for being amenable to resolve the dispute at the mediation. Party B also expressed its thanks to the WIPO Center, in particular the administrative team, for its tremendous assistance in making the arrangements and hosting the mediation at the WIPO Singapore Office. Last but not least, Party B also thanked the IPOS Young IP Mediator.

The lawyers for Party A remarked:

> We are pleased that the parties were able to resolve their dispute amicably within half a day through mediation. The success of this mediation is testament to the mediator's exceptional skill and the WIPO Center's commitment to providing an expeditious and cost-effective mode of dispute resolution.

The lawyers for Party B remarked that the Mediator was exemplary. He was fair and even handed, and managed to broker an agreement between parties within half a day. The successful mediation resulted in the withdrawal of the action, thereby saving parties much time and inconvenience.

As for myself, as a Young IP Mediator shadowing the Mediator, and with the benefit of having been in private practice myself for a few years, I was able to observe, for the first time, a mediation from the perspective of a mediator, rather than a mediation advocate. My greatest takeaway from this experience is the importance of preparation and understanding the type of conflict(s) present in the mediation beforehand, so that as a mediator, one can formulate an appropriate game plan to resolve the conflict(s), including how best to utilise the mediation process.

For instance, in this mediation, the primary mode of communication between the Mediator and the parties was by way of successive private sessions with each party. On one hand, this gave the parties the space to air their grievances and to articulate their concerns, without risking an escalation of the dispute between the parties. On the other hand, this also gave the Mediator the opportunity to effectively be the intermediary between the parties, receiving information from one party, re-packaging and re-focusing the information, before conveying the same to the other party. In my view, this element of distance was instrumental to the swift resolution of the dispute.

Apart from formulating a game plan on how best to utilise the mediation process, another way that an early reckoning of the type of conflict(s) present helped, was in guiding the overarching approach towards resolving the dispute. I observed how the Mediator masterfully teased out the parties' positions and proposals on a conceptual level, and tried to juggle the discussion at that level, without getting bogged down by the details of the commonalities / differences between their positions. As the point in dispute was a relatively narrow one, this ensured that parties were able to briskly reach an agreement on a conceptual level, thereby generating positive momentum towards resolving their dispute. As a result, the initial differences between the parties' positions were also eventually smoothed out much more easily.

Conclusion

The mediation lasted approximately three hours, and the parties were eventually able to settle their differences in an amicable and mutually acceptable manner, testament to the efficacy of the mediation process.

Written by Samuel Teo, Young IP Mediator
24 September 2024

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP[1] Mediation Success

Fun Toast Pte. Ltd.
&
Fun Tea Pte. Ltd.
[2024] AMP MED 2

	Party A	Party B
Name	Fun Toast Pte. Ltd.	Fun Tea Pte. Ltd.
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Rajah & Tann Singapore LLP	Nanyang Law LLC
Lawyers	Mr Lionel Tan, Ms Victoria Tan & Mr Ian Ng	Mr Ng Kim Tean, Mr Ng Yi Neng & Ms Tay Yu Shan

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Ms Joyce A. Tan, Director, Joyce A Tan & Partners LLC ("Mediator"), and Mr Lakshmanan Anbarazan[2]
Shadow Mediator[3]	Ms Divya Shanaz Kolandai, IPOS Young IP Mediator[4]
Date of Mediation	9 July 2024
Mode of Mediation	In person

Background

Fun Toast Pte Ltd ("Party A") is a company incorporated in Singapore that operates several establishments selling food and beverages. Fun Tea Pte Ltd ("Party B") is a company incorporated in Singapore that sells food and beverages. Party B was a joint venture pursuant to an agreement in 2012, that included both directors and shareholders of Party A.

Party A is the registered proprietor of the following trade marks, which it uses in the course of its business ("Fun Marks"):

("Fun Toast Mark")	("Fun Tea Mark")	("Red Fun Mark")

[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] Mr Anbarazan was assisting Ms Tan in the Mediation. Consent was received from all parties.
[3] It is a condition of funding under AMP that parties allow a "shadow" mediator to attend and observe the mediation.
[4] 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.

The dispute arose on 22 November 2022 relating to the use of the Fun Tea Mark and Red Fun Mark and the ownership of the Fun Marks.

As they were unable to resolve their issues, the parties mutually agreed to mediate this dispute 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.[5]

Pre-Mediation Discussions

Prior to the mediation, parties submitted their respective case statements which comprised their versions of events coupled with possible solutions to the dispute. The Mediator held separate online meetings with each party to better understand their perspectives and the parameters of their proposed solutions. These meetings allowed the Mediator to outline key root issues and gain insight into the parties' personalities, setting the stage for a more productive mediation session.

Mediation Session

The venue was kindly provided by Party A's law firm, Rajah and Tann Singapore LLP. It began in the morning at 9.40 am on 9 July 2024 and concluded in the wee hours of the following morning at 12.28 am on 10 July 2024 with the signing of the settlement agreement.

The mediation began with all the parties present in the main meeting room where each participant briefly introduced themselves. The Mediator gratefully acknowledged the hospitality of Party A's lawyers in providing a comfortable venue. This gesture highlighted her observation and validation skills, which are crucial in mediation. The Mediator also acknowledged that both parties were saddled with difficulties and encouraged them to move forward. Further, she expressed her gratitude to both parties for adopting a more rehabilitative stance in attending the mediation that day. This not only fostered an open and welcoming tone but served as a tool to build an environment that facilitated communication.

The tone of the mediation was set as she reminded the parties of the importance of mediation and established some ground rules. This was a key step in setting a conducive environment for parties to express themselves.

To let parties form their agenda for the mediation, she encouraged both parties to share their sentiments through opening statements. The Mediator then skillfully extracted their common intentions which allowed the parties to appreciate their perspectives and how they could culminate into an effective resolution for both of them. At this juncture, she reminded parties of the grave alternative they would face if the mediation were not successful. Highlighting the commonalities allowed parties to shift their perspectives towards the fact that there was a common ground between them, contrary to what they may have initially thought.

At this juncture, the Mediator called for a private caucus. This is a confidential, private meeting between each party, their lawyers, and the Mediator. In these sessions, the Mediator tactfully got parties to partake in a visualization exercise. The exercise involved parties imagining themselves adopting solutions they seemed hesitant to consider. This hands-on approach helped reframe the other party's solutions, encouraging greater consideration of alternative possibilities and even the potential success of alternative solutions. It was also an effective way of easing parties into something new in bite-sized pieces.

[5] 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.

With that as a starting point, parties were able to work with the Mediator in modifying the new solutions to meet their needs. The privacy of the sessions allowed parties to freely express their emotions while dabbling with the possibility of adopting new solutions. This further enabled the parties to brainstorm and refine the solutions, facilitating the creative process and advancing the mediation. Additionally, the Mediator challenged parties in their current positions and prompted them to consider being flexible and reasonable.

The Mediator adeptly redirected parties to the issue at hand and encouraged them toward a middle ground instead of dwelling on the past contentious issues. This was skillfully done by reminding them about the benefits of a settlement versus the uncertainty and potential drawbacks of prolonged litigation.

Challenges

There was a point in the mediation where parties remained fixated on their diametrically opposing viewpoints. Recognizing the impasse, the Mediator felt it appropriate to outline the various grievances that might have led to the dispute. The Mediator tactfully leveraged their experiences to remind parties about how the settlement agreement would prevent parties from finding themselves in a similar predicament.

Further, due to the high emotions, the Mediator introduced moral philosophies; like the benefit of distancing from commercial realities and reflecting on the broader value of life. Shifting the discussion away from pure commercial concerns led parties to consider more holistic and meaningful solutions. Ultimately, this culminated in a settlement agreement.

Another challenge was the rigour of the mediation. Due to the nature of the dispute, the parties were fixated on their legal position. Noting this, the Mediator decided to privately converse with the lawyers. With the Mediator's expertise on the subject matter, she reminded lawyers about the uncertainty of navigating the litigation terrain. The lawyers also provided further insight on where the parties stood which allowed her to communicate more effectively with the parties and reframe solutions in a manner that made better sense to them. The private conversation with the lawyers also ensured that the legal representatives, who communicated directly with the clients, were aligned with the objectives of the mediation process. This alignment helped direct their clients toward the goal of a settlement.

Reflections

The Mediator commented:

> Interestingly, the huge divide between the disputants in this case masked a shared commercial goal, that could have been easily sidelined by each party's focus and arguments on the merit of legal technicalities and factual interpretations in its favour. Due to each party's strong belief in such merit, the threat of parties slugging it out in the courts was ever-present and looming. Mediation presented parties with the holy grail of dispute resolution to prioritise and build on the shared goal, while defocusing each party's belief in the legal merit of its disparate position. In the face of a dispute having direct adverse impact on the conduct of a business as in this case, seeking its resolution is better served by formulating a carefully calibrated solution that balances competing interests, and is practically meaningful and helpful to the business over the longer term, rather than in a gamble of "winner taking all". Despite the great metaphorical distance between them, the parties in this case managed to

> mine the golden nuggets of mediation, to resolve an old festering dispute that had plagued them both for too many long years.

Party A commented that they were greatly satisfied with the mediation process, particularly highlighting its efficiency and the professionalism of all parties involved. The confidential and cost-effective resolution of the dispute was highly valued, as it aligned perfectly with their commitment to maintaining harmonious business relationships with their partners while upholding their commercial interests ethically and responsibly. Party A concluded that their positive experience underscores the benefits of mediation as a preferred method for dispute resolution, one that fosters collaboration and preserves business relationships.

The lawyers for Party A remarked:

> The mediation process itself was smooth, despite its duration extending late into the night, finally concluding at around 1.00 am. Throughout the sessions, numerous critical points were raised by the parties that had not previously been canvassed in earlier correspondence which contributed to the ultimate resolution of the dispute. The mediator demonstrated a high level of persistence and was well-versed in the IP issues at hand. Her thorough preparation was evident, as she effectively navigated the complexities of the case, ensuring that all perspectives were adequately considered. Notably, the mediator held a preparatory session with the parties before the actual mediation, which was extremely helpful in identifying each party's objectives. This preparatory work was instrumental in shortening the mediation process itself, making it more efficient and focused. Her diligent approach and in-depth knowledge significantly contributed to the successful outcome of the mediation.

Party B remarked:

> We wish to convey our gratitude for the mediator going the extra mile to bring both parties to a middle ground and facilitate the eventual amicable settlement.

Party B's lawyer commented:

> We are glad that mediation was able to resolve the deadlock between the parties that threatened to escalate into full-blown litigation. At the mediation, parties were able to air their concerns, and, through the mediator, bridge their differences to address each other's concerns.

As for myself, firstly, I appreciated the intricacies of reframing. The Mediator took the art of reframing beyond mere paraphrasing and broke down proposed solutions into smaller, manageable parts. Based on her understanding of the parties, the Mediator was able to map parts of the solutions to the parties' needs so that they would be more receptive to considering alternative possibilities. I was particularly amazed at the Mediator's ability to navigate the fine line between being candid and neutral. The Mediator did this by affirming parties when they were being benevolent and making progress but also highlighted whenever the session was not progressing. This provided parties with an objective perspective without the cloud of emotions. Further, it allowed the Mediator to advance the mediation when parties remained fixated on contentious issues.

My favourite reframe of the session was when the Mediator asked parties to redefine what "winning" would mean. Recognizing that the parties were often fixated on their legal positions, the Mediator posed guiding questions that prompted parties to consider their true losses and gains that went beyond the strength of their cases. It was certainly crucial to the mediation's success.

Secondly, I admired how the Mediator toggled between private caucuses and private sessions with the lawyers. Observing the tenor of the parties, the Mediator was able to spot moments of resistance and struck the balance between validating the parties' emotions and promulgating a forward-looking spirit. At the same time, I was amazed at the Mediator's skillful decision-making to speak with the lawyers alone to further understand these moments of resistance that caused the mediation to come to a standstill. These sessions also provided the opportunity for the Mediator to discuss each party's best possible outcome without a negotiated agreement ("BATNA") and the worst possible outcome without a negotiated agreement ("WATNA"). I realised the importance of reminding parties of both BATNA and WATNA which gave them a more holistic view of their situation.

Lastly, I was impressed at the Mediator's ability to conclude each private caucus with a positive parting thought that encouraged parties to work on their current solutions instead of looking back. A combination of these tactics certainly advanced the mediation and promoted a conducive environment for parties to work towards a common goal.

Conclusion

In total, the mediation lasted for about 15 hours and resulted in a settlement agreement that addressed both parties' interests. This was a preferable outcome as opposed to the unpredictable and arduous process of litigation which would have incurred substantial time and costs.

Written by Divya Shanaz Kolandai, Young IP Mediator
12 August 2024

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP[1] Mediation Success

Captain K F&B Management Pte. Ltd
&
En Dining Bar Holdings Pte. Ltd.
[2024] AMP MED 1

	Party A	Party B
Name	En Dining Bar Holdings Pte. Ltd.	Captain K F&B Management Pte. Ltd
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Mirandah Law LLP	Invictus Law Corporation
Lawyers	Mr Suhaimi Bin Lazim, Mr Jin Wen Rui	Mr Darren Tan, Mr Silas Siew

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Mr George Lim, Senior Counsel ("Mediator")
Shadow Mediator[2]	Ms Jean Chai, IPOS Young IP Mediator[3]
Date of Mediation	15 December 2023
Mode of Mediation	In person

Background

Party A is En Dining Bar Holdings Pte. Ltd., a company registered in Singapore that operates several Japanese food and beverage establishments. Party A is the registered proprietor of the following trade marks, which it uses in the course of its business ("Party A's Marks"):

	ABURI-EN	たまご園 Tamago-EN

[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 is Captain K F&B Management Pte. Ltd, a company registered in Singapore that operates several food and beverage establishments offering Japanese, Korean, and Chinese cuisines. Among these establishments, Party B operates Japanese restaurants by the names of "*En Sushi*" and "*En Yakiniku*", using the following marks ("Party B's Marks"):

EN SUSHI ("En Sushi Mark")	エン 焼肉 EN YAKINIKU ("En Yakiniku Mark")

The dispute arose out of proceedings commenced by Party A against Party B on 30 June 2023, alleging that Party B had infringed Party A's Marks under the Trade Marks Act 1998. Specifically, Party A alleged that Party B's use of the word "En" in both of Party B's Marks and the use of a brushed red circle around a Sino-Japanese character in the En Sushi mark attracted a likelihood of confusion.

Following a case conference conducted by the Registrar of the Supreme Court on 22 September 2023, the parties were strongly encouraged to attempt mediation. The parties therefore mutually agreed to mediate this dispute 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]

Pre-Mediation

Prior to the mediation, the Mediator had received each party's mediation case statement and had spoken to the respective legal representatives. This preliminary step was crucial in helping the Mediator understand the dispute's legal history, the potential roadblocks to resolution and the Parties' respective positions, therefore setting the stage for a highly productive session on 15 December 2023.

Mediation Process

The morning began with the Mediator meeting and welcoming the parties privately. At 10am, the joint session commenced with the Mediator inviting the parties to introduce themselves, brainstorm words associated with mediation, and collaboratively list out the benefits of mediation. Notably, the words that parties chose to associate with mediation included "openness", "peace" and "compromise". From the outset, it was clear that the parties were knowledgeable about the advantages of mediation, demonstrating a positive attitude to the process by actively contributing at this initial stage. Additionally, to help parties appreciate their alternatives to a negotiated settlement, the Mediator used a paper board to draw out an approximate timeline of legal proceedings, which were estimated to take two and a half to three years to reach a conclusion. In doing so, the Mediator helped the parties to visualise the drawbacks of reverting to litigation, which is a far lengthier and costlier alternative to mediation. This exercise proved to be a salient reminder to the parties that there was much to be gained from the session ahead.

Following this, the Mediator invited the parties to give their opening remarks. The parties were forthcoming in sharing about their perspectives on the present dispute, including personal details on

[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.

how their respective businesses came to be and the key concerns which they sought to address in this session.

Throughout the remainder of the mediation process, the Mediator was sensitive to the tenor of the conversation, judiciously giving the parties space to speak directly to each other, and stepping in at appropriate points to either suggest a caucus or to otherwise guide the conversation. Through the use of multiple caucuses, the Mediator was able to gain clarity on the parties' desired outcomes and thus was able to help them explore potential solutions and compromises that were amenable to each party's needs and interests.

After approximately five hours, the parties successfully reached an agreement, during which parties managed to break for lunch before returning to finalise the settlement terms. During the finalisation of terms, parties were also highly cooperative in exchanging edits. Few difficulties were faced in this stage, with legal representatives expertly leading the drafting process. Upon completion, copies of the final settlement document were printed and circulated for signing. The mediation concluded with closing remarks from the parties and the Mediator, with each expressing gratitude and satisfaction with the process.

Challenge

Within the first hour of the joint session, significant progress was achieved concerning the En Yakiniku Mark. However, challenges emerged when addressing the En Sushi Mark. Each party held strong views on the issue of possible variation, making it initially difficult to find a middle ground between their distinct positions.

In overcoming this roadblock, private sessions were of crucial importance. These confidential discussions enabled the parties to express their concerns openly, creating a secure space for them to seek the Mediator's guidance and to explore potential strategies for resolution. Most importantly, the parties were forthcoming with creative ideas on how to potentially resolve tension points, thus setting a positive, forward-looking tone to the conversation. Indeed, this resolution-focused attitude was crucial in allowing the parties to move past disagreements, towards a mutually satisfactory outcome.

Reflections

The Mediator commented:

> The outcome of this mediated settlement was truly win-win. Both parties negotiated in good faith and made significant accommodations. This was possible because the process allowed the parties to talk openly and frankly, and share their stories as to how they each started their respective businesses. It turned out that both were professional engineers who got into the food business due to certain circumstances. At one point, with the permission of counsel, I got the parties to talk directly in my presence, and that helped to move them much closer to a deal. After the settlement agreement was signed, we held a closing session. The older party told the other: "I saw a little of myself in you." This was the magic of mediation at work; allowing parties to understand and see each other's perspective, and move towards a resolution of the dispute.

Party A commented:

> We are likely to consider mediation to resolve future disputes, given the efficiency of the process that we enjoyed during this mediation.

> Mediation allows for much more cordial and friendly exchanges as opposed to litigation. We got to directly engage with the counterparty as well, something which would be unlikely to be possible in formal proceedings.

Party B summarised its experience below:

> I thank WIPO and the appointed mediator for assisting to resolve the dispute through WIPO-Singapore ASEAN Mediation Programme, so that I can put the dispute to rest and focus on my business.

When asked how likely they would use mediation again if there was no funding, both parties thought that they were likely to do so. Party B added that the prospect of time-consuming and costly litigation as an alternative to mediation was a reason for it to consider mediation in future.

The lawyers for Party A remarked:

> We are heartened to see that parties were willing to work together to resolve the dispute from the get-go, and we admire the grace with which both parties conducted themselves as they talked their way into an eventual settlement and made compromises on both their ends. Most saliently, we felt that during the mediation, we were not bound tightly by our roles as disputing parties and their counsel. Rather, we were all working towards a common solution that would be in the parties' best interests. It was especially helpful that both parties' directors could empathise well with each other due to the commonalities in how they both started out in their respective businesses.

The lawyers for Party B remarked:

> We are very satisfied with the mediator and the mediation process under the auspices of WIPO Arbitration and Mediation Center, and grateful for the funding under the WIPO-Singapore ASEAN Mediation Programme, which contributed in no small way to our client's eventual decision to refer the dispute to mediation.

As a Young IP Mediator shadowing the Mediator, I had the pleasure of witnessing first-hand the tangible benefits of mediation. Observing how the parties were able to craft mutually satisfactory solutions, in a personalised and expeditious manner, has reaffirmed my belief in the efficacy and transformative potential of mediation. Most of all, I am in admiration of how the Mediator skilfully facilitated the conversation and how both parties continuously championed the cooperative spirit of mediation. This session was a testament to mediation's profound ability to foster genuine connections and resolve conflicts at their root.

From this session, two observations stand out to me as key contributors to its success.

Firstly, the deliberate efforts by the Mediator to create a comfortable and conducive environment for the parties were pivotal to the mediation's positive outcome. By initiating one-on-one conversations with the parties before the joint session, the Mediator aimed to put them at ease and establish a foundation of trust. Furthermore, by emphasising the confidential and without-prejudice nature of mediation, the Mediator gave parties the confidence to express themselves openly.

Secondly, the session's success was underscored by the parties' willingness to actively listen and empathise with each other on a personal level. A crucial moment that moved the needle towards resolution was when the two parties, without their respective counsel, stepped away from the main

room to have a private conversation in the presence of the Mediator. This direct and sincere communication proved instrumental in helping the parties understand each other and bridging the final gap towards resolution.

Conclusion

The mediation, spanning approximately five hours, culminated in a successful settlement that adeptly addressed the interests of both parties. The unanimous satisfaction expressed by all participants attests to the efficacy of the process, marking the conclusion of another productive and mutually beneficial mediation.

Written by Jean Chai, Young IP Mediator
12 January 2024

WIPO | ADR
Arbitration and Mediation Center

IPOS
INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

AMP[1] Mediation Success

Chew's Optics
&
Chew's Optics (Bishan), Chew's Optics (Kovan)
[2023] AMP MED 1

	Party A	**Party B**
Name	Chew's Optics	1. Chew's Optics (Bishan) 2. Chew's Optics (Kovan)
Nationality / Country of Incorporation	Singapore	Singapore
Representation	CHP Law LLC	Netto & Magin LLC
Lawyers	Mr Dixon Soh, Singapore Mediation Centre (SMC) IP Certified Mediator[2] Mr Lenon Ong	Mr Luke Anton Netto Mr Nicholas Leow

Mediation Institution	WIPO Arbitration and Mediation Center ("WIPO Center")
Mediator	Ms Viviene Sandhu, SMC IP Certified Mediator ("Mediator")
Shadow Mediator[3]	Ms Shannen Chua, IPOS Young IP Mediator[4]
Date of Mediation	13 October 2023
Mode of Mediation	In person

Background

This mediation revolved around three Singapore businesses, Chew's Optics on the one hand, and Chew's Optics (Bishan) with Chew's Optics (Kovan) on the other.

Both parties' principal activity involves the business of optometry, where a range of eyecare services is provided and spectacle frames, lenses and contact lenses sold.

The dispute involves the use of Party A's Class 35 Trade Mark Nos. 40202200147S and 40202200146Q (collectively, the "Trade Marks") as respectively depicted below:

CHEW'S OPTICS 周眼镜公司

[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] The IP Mediation Certification programme is a joint initiative of SMC and the Intellectual Property Office of Singapore. The programme is designed to enhance a mediator's skills in mediating IP disputes.
[3] It is a condition of funding under AMP that parties allow a "shadow" mediator to attend and observe the mediation.
[4] 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 A has been using the Trade Marks in the course of his business since 1988 as a common law mark prior to its registration in 2022. In 2000, Party A licensed the Trade Marks to Chew's Optics (Bishan). The expiration of this license was contested. In 2021, Chew's Optics (Bishan) created Chew's Optics (Kovan) and allegedly used the Trade Marks without obtaining the requisite licenses from Party A.

From the outset, parties were forthcoming with the prospect of attempting mediation to resolve this IP dispute 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.[5]

Mediation Process

Pre-Mediation Discussions

Prior to the mediation, parties submitted an agreed statement of facts; and their respective case statements furnishing further details about their perspectives and proposed solutions to the Mediator, which they decided not to exchange. During separate calls between the Mediator and lawyers for the respective parties before the mediation, the Mediator sought not only to better understand the perspectives of parties, but also the potential roadblocks that might arise and resolutions that might be amenable to parties. Through asking incisive questions, the Mediator was able to sieve out parties' interests and pre-empt potential (avoidable) conflict points.

In Person Mediation

The mediation took place at the office of CHP Law LLC. Whilst the mediation was originally scheduled for half a day in the morning, it was only successfully concluded in the evening, making it a full day mediation.

Prior to all parties meeting at the discussion table, the Mediator went into each of the holding rooms to introduce herself, explain how the mediation would be conducted, and checked how parties were feeling and if there was anything specific that she should be aware of. This helped to set expectations, dispel any concerns regarding uncertainties, and create a conducive environment for parties to express themselves. This also afforded the Mediator a first glimpse into the personalities of parties and understand some of the challenges parties might face when speaking up in the discussion room.

The Mediator also encouraged parties to share their opening statements in the room for their counterpart to appreciate their perspectives, and for parties to gain a better understanding of the challenges the other party had experienced. In requesting parties to speak up in a confidential environment, the Mediator allowed them to regain their power in sharing their viewpoints and freely express their views. With parties' views laid out, the Mediator could reframe them to pave the way for a conducive discussion. Throughout the discussion, the Mediator stepped in to reframe parties' perspectives and either inject commercial realism or invite the lawyers to do the same, for parties to better appreciate the landscape of their dispute and the alternatives available. This led to a beneficial and targeted discussion where each party's points were heard and dealt with before parties moved to the next point. It also gave parties the opportunity to add their thoughts at various junctures, knowing that their views would be respected and their queries dealt with.

During the mediation, there were points where discussions slowed to almost a standstill. At such points, the Mediator asked parties questions about the difficulties that they were facing and their hesitation with certain proposals raised, in a bid for parties to gain a common understanding and move the conversation forward.

[5] 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.

Use of Technology

The Mediator made use of the projector available to show the Trade Marks and Party B's new proposed mark together for a side by side comparison to be made. This allowed parties the opportunity to clearly visualize the differences in the marks.

Multiple Private Caucuses and Shuttled Discussions

The Mediator also held private sessions, otherwise known as caucuses, with each of the parties. Through the use of these caucuses, parties were able to further share their concerns with the Mediator without the presence of their counterpart, and, together with the Mediator, brainstorm certain solutions that they were willing to consider. In each brainstorming session, the Mediator was quick to use the whiteboard to note down the solutions that the party thought of. This enabled the party to visualize what he/she was saying and proved to be an effective reality check as the party could see the effect of its various options. This in turn helped to streamline the options that the party would later grant the Mediator consent to share with its counterpart.

Based on the situation, the Mediator opted to have multiple private sessions which proved to be an effective use of time as parties were more willing to be flexible and share their concerns in such sessions. When leaving each caucus, the Mediator made sure to give the party some "food for thought" so that it would centre the following discussions around a particular topic. This helped focus the discussions, and allowed the issues to be dealt with systematically. In doing so, this created a constant flow of shuttled discussions, which enabled parties to topically come to multiple agreements.

Working with Lawyers

Further, the Mediator worked well with the lawyers, constantly giving them space to have discussions with clients both in the joint discussion and in caucuses, while stepping in during impasses to re-centre discussions and ensure that conversations remained constructive. Party B's lawyers acknowledged that "there were extensive preparations done by counsel on both sides in the lead-up to the mediation. This was extremely crucial in setting expectations and focusing parties on the issues. This is important to making mediation effective – that the span of possible solutions be increased as large as possible. During the mediation itself, counsel and mediator consistently worked to find avenues of consensus and compromise to pull parties closer together".

Challenge

The need for commercial realism proved to be a challenge.

From the get-go, parties each had solutions that they felt strongly about, and each believed that their legal position was strong. This stalled discussions as neither party was willing to be flexible and explore other solutions.

To mitigate this, the Mediator called for caucuses to speak to parties privately about their concerns and share with parties the commercial realities. The Mediator also used the opportunity to explore alternatives with parties, and understand their priorities. The use of tools like whiteboards for visualisation and internet searches to paint the commercial landscape ultimately helped to nudge parties forward as they started to ask more questions. Hints of flexibility then started to emerge.

The lawyers were instrumental in working with the Mediator whilst ensuring their client's interests remained protected. They also played a significant role in advising their clients on the legal realities and the recourses that would be available with each solution. With a clear understanding of their alternatives, and with the prioritisation exercise, parties were ultimately willing to be flexible to achieve a common goal, and an agreement was arrived at.

Reflections

The Mediator commented:

> Parties were very positional in the beginning as this was more like a family property dispute with so many players. After many rounds of reality checking and BATNA/WATNA[6], the parties were worn down and they could see that if there were no compromises, the impasse would continue. This dispute would continue to affect them. So each side agreed to compromise, as both sides wanted closure, to carry on their own businesses, and make their own money.
>
> I remain firmly convinced of the incomparable superiority of a mediated resolution in comparison with the time, expense and anxiety associated with litigation, which is particularly true for quasi family/IP related matters like this case.

Party B summarised its experience below:

> The mediation process was a positive experience. The mediator maintained a neutral and respectful atmosphere, allowing open communication. We are pleased with the outcome and the cooperative approach that was fostered throughout the session.

When asked how likely it was to use mediation again if there was no funding, Party B thought that it was likely to do so for its effectiveness.

The lawyers for Party B remarked:

> The mediation was certainly a fruitful one which not only resolved the overt legal disputes but also included related commitments from parties that were strictly speaking out of the scope of the legal issues. This was made possible only with mediation, and is not achievable with litigation. The disputing parties were ultimately family members and it was desirable to assist them resolve all issues within a day than be put through long-drawn and acrimonious litigation proceedings.

The lawyers for Party A reflected as follows:

> We had a couple of difficult hours during the mediation, but it is indeed heartening to see counsels working together to advance our respective client's interests and resolve the dispute as best as we can. We had a fantastic mediator, which ultimately helped to conclude the mediation with a positive result! (Dixon Soh)
>
> While this matter presented its challenges, it was truly uplifting to have witnessed the parties diligently hearing one another's perspectives and achieving a mutually beneficial outcome, without having to go through the litigation route. (Lenon Ong)

As a Young IP Mediator shadowing the Mediator, I felt extremely privileged to be given the opportunity to be a part of a successful IP mediation.

---

[6] BATNA and WATNA are two key concepts in mediation and negotiation. "BATNA" is an acronym for "Best Alternative to a Negotiated Agreement." "WATNA" is an acronym for "Worst Alternative to a Negotiated Agreement." They are useful tools for evaluating and comparing different possible options for settlement.

Since my mediation exposure has only been limited to hypothetical practices in school and during competitions, I drew parallels between mediations in a controlled environment and in a commercial context where parties' livelihoods are on the line.

One of my biggest takeaways was the **power of emotions** in a mediation. While hypothetical problems in school do sometimes involve emotions as an undercurrent, parties (role played by fellow students) were almost always willing to put emotions aside to focus on the task at hand. I now understand how emotions, whilst not necessarily at the forefront, had a significant impact in the way parties view the matter differently. Also, in an actual commercial mediation, compartmentalisation of various matters and feelings become significantly and understandably a lot more difficult. In such situations, I realised the importance of focusing first on unpacking those emotions to understand the root cause of the dispute, before working towards a solution. I also learnt the importance of building with a solid foundation, as otherwise, any additional storeys ("proposals to resolve the dispute"), no matter how reasonable, may still be viewed with suspicion and collapse.

Another takeaway I had was the importance of **building rapport** between the Mediator and parties. In this mediation, right from the outset, the Mediator was conscious to make parties feel comfortable through personal introductions in holding rooms and detailed explanations about the processes. The Mediator also made parties feel comfortable by striking a delicate balance between appropriately summarizing, for parties to feel heard; and giving them the opportunity to express themselves. The Mediator in skilfully deciding when to interject, when to call for caucuses, and when to allow parties to communicate their opinions to one another, created a conducive environment for discussions. Together with the lawyers, the parties were ultimately able to effectively convey their opinions and emotions to their counterpart, which promoted an open and transparent sharing. Through this, I realized how effective seemingly small acts by the Mediator can be to create a comfortable environment for parties to share their perspectives and work towards a common goal.

Conclusion

The mediation lasted for about eight hours and a settlement agreement was ultimately achieved. I am grateful for this opportunity to learn from a highly skilled Mediator, and to witness how the lawyers were able to effectively protect the interests of their clients whilst moving the discussion forward. This experience has offered new perspectives on how mediations are conducted, and I look forward to more opportunities in the future.

Written by Shannen Chua, Young IP Mediator
8 November 2023

Mediation Success at IPOS

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Kibbles Pte. Ltd.
&
Mr Kibbles Pte. Ltd.
[2023] SGIPOS MED 2

	Party A	**Party B**
Name	Kibbles Pte. Ltd. ("Applicant")	Mr Kibbles Pte. Ltd. ("Opponent")
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Withers KhattarWong LLP ("Applicant's Agent")	Gateway Law Corporation ("Opponent's Agent")
Lawyers	Mr Valen Lim	Mr Max Ng Ms Claire Tan

Mediation Institution	Singapore Mediation Centre ("SMC")
Mediator	Mr Lim Tat ("Mediator")
Shadow Mediator[1]	Ms Jasmine Teo, IPOS Young IP Mediator[2]
Date of Mediation	21 July 2023
Mode of Mediation	In person

Introduction

This case involves the opposition of Trade Mark No. 40202131426X:

("Application Mark")

in relation to various business-related services in Class 35.

The Parties

The Applicant was first founded as a partnership on 13 October 2019, trading under the name of "KIBBLES". Its principal activities include the retail sale of pet birds, pet animals, as well as animal feed and accessories.

The Applicant began trading under the Application Mark some time in or around 1 December 2020. The Application Mark and / or its components were then, amongst others, printed onto the Applicant's name cards and uniforms / shirts, as well as affixed to signage at the Applicant's retail premises.

On 3 December 2021, the Applicant was incorporated.

[1] 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.
[2] 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 mediation in future.

Founded in August 2021, the Opponent operates an e-commerce platform which allows customers to purchase pet supplies. The Opponent prides itself in its branding and social media marketing activities, which it believes has helped it establish a reputation in its e-commerce website.

Examples of the Opponent's unregistered marks include:

Kibbles! and

The Dispute

The Applicant became aware of the Opponent's business and engaged the Opponent in communications in relation to their respective marks some time in December 2021.

On 27 December 2021, in the midst of negotiations, the Applicant applied to register the Application Mark without prior notice to the Opponent.

To the Opponent, the Applicant's behaviour appeared to take advantage of the Opponent's good intentions and willingness to settle the matter amicably, and that by applying to register the Application Mark while undergoing negotiations, the Applicant demonstrated behaviour which was seemingly intended to prevent the Opponent from registering its own mark. Thus, the Opponent alleged bad faith under section 7(6) of the Trade Marks Act 1998 in its opposition.

The Applicant disputed this. To the Applicant, there was no bad faith as its use of the Application Mark preceded incorporation of the Opponent's company, and that it was merely protecting its pre-existing rights regarding the mark.

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$10,000 (where only Singapore IP rights are involved) or S$14,000 (where both Singapore and foreign IP rights are involved).[3]

Mediation Process

The mediation session started in the morning, at the Supreme Court building.

Firstly, the lawyers were brought in. The Mediator sought their views on how the mediation should proceed and asked that they help identify underlying issues. He also sought their assistance to think creatively to facilitate the mediation process. The Mediator also informed the lawyers that there would be a hard-stop at 6 p.m.

Secondly, parties too were brought in. Here, the Mediator set the stage for the mediation, informing parties that a mediation, unlike a court judgment, works towards a win-win situation (or interestingly, a lose-lose situation, i.e. a compromise on both parties). He forewarned that hard work and creative thinking would be necessary, and there may be a need for parties to confront issues which may cause

[3] It is a condition of funding under REMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement and thus, this article was written with the parties' consent.

them some discomfort. Everyone was then allowed the opportunity to introduce themselves. The Mediator also informed parties regarding the general mediation process and sought confirmation that parties had authority to sign off on a settlement. The Mediator reminded parties that it may be necessary to move away from a positional standpoint and asked parties to commit to doing their best for a possible mediation success, to which the parties agreed. The Mediator proceeded to ask parties questions on the case, which enabled important issues to be filtered out and helped parties reflect on the matter. He also informed parties that the mediation process is better suited for finding commercial solutions compared to a court process.

Thirdly, the Mediator conducted private caucuses with parties and their respective lawyers. During these caucuses, the Mediator emphasised that such conversations were confidential and would not be revealed to the other party without permission. He took the opportunity to ask parties to reflect on their case. He questioned the parties on their views to help them think through the issues more clearly and see things from the point of view of the other party. Together with the parties, the Mediator brainstormed for solutions with a view to finding out what parties viewed as essential to them.

Fourthly, the Mediator conducted private sessions with the lawyers, both separately and jointly. It was through these sessions that more concrete solutions began to materialise, and parties' respective stand on possible solutions was obtained. The Mediator also sought assistance from the lawyers to emphasize what would happen if the case proceeded to a full hearing, and reminded the lawyers that outcomes are not certain in the adversarial process. The Mediator also challenged the positions of the parties, asking them to reflect on whether their positions were reasonable. With assistance from the lawyers, parties' positions on the solution generated drew closer, and eventually culminated in a settlement agreement. The lawyers then began negotiations on their own on the granularity of the eventual agreement.

The mediation settlement agreement was ultimately finalised and the parties signed off, ending an approximately 8-hour long mediation. The Mediator intervened when there was a possible impasse to the agreement, but otherwise provided space for the lawyers to carry out their own discussions.

Challenges

The mediation got off to a somewhat emotional start. It was apparent that one party felt strongly about the brand / trade mark as a reflection of its blood, sweat and tears toiled for the business. Managing strong emotions is not easy, but the Mediator remained attentive and assured the party that there would be opportunities to discuss the context of the matter. He did not interrupt or dismiss the concerns conveyed. These emotions, too, turned out to help the other party realise that it was necessary to be more realistic in its proposals if it desired a successful mediation.

Another challenge was that for the first half of the mediation, parties were quite binary in their approach. They spoke of co-existing but were not able to generate plausible solutions that would allow this. To help overcome this challenge, the Mediator reminded the lawyers to provide assistance, see things from the other parties' point of view and be fair to both sides. The Mediator also pressed parties to provide a firm position to solutions generated, rather than to just expect the other side to make the first move.

Reflections

The Opponent reflected:

> **…** I realised the value of open communication and a neutral third-party perspective in resolving disputes. The mediator's ability to guide the conversation and maintain impartiality was crucial in creating a respectful and productive environment … Initially skeptical, I found mediation to be an invaluable tool for complex business settings, leading to a mutually beneficial resolution. The process encouraged creative problem-solving, fostering cooperation rather than adversarial attitudes. It enabled us to move past animosity and focus on shared interests, building a more constructive business relationship.

The Opponent's Agent commented:

> [We are] happy that [we were] able to play a part in facilitating the amicable resolution of this matter, through the mediation process, thus resulting in a "win-win" situation for the parties. In such cases, members of the public may often have strong views on their rights and positions, and may often overlook the potential benefits of mediation, insisting instead to have their rights vindicated through the judicial process…
>
> The face-to-face mediation process allowed both parties the opportunity to hear out each other, and highlighted the importance of being able to evaluate each individual party's position and interest for them to determine whether they could reach any common ground. This was assisted by the Mediator's efforts acting as a bridge between the parties, and assisting to evaluate practically each proposed solution, and guiding the parties toward the various possible options to finally resolve the matter…
>
> The provision of this mediation scheme and support provided by IPOS and the SMC, is therefore greatly appreciated.

The Applicant's Agent observed:

> We were grateful for the kind assistance and practical guidance provided by the [Mediator] during the proceedings. The [Mediator] raised realistic and pragmatic considerations which helped parties move towards a settlement. [He was] also very understanding to both parties' concerns, feelings and passion for pets. We are glad that the dispute, which had been brewing for over a year, could be finally and fully resolved in a manner that works for parties.

The Mediator remarked:

> Mediation is a process that enables parties to resolve issues, concerns and disputes in an amicable and non-adversarial setting. Within an appropriate mediation framework and with the involvement of an experienced mediator, the large majority of parties in mediation have been able to achieve closure of their issues, concerns and disputes on their own terms in a cost-effective and timely manner. Even in cases where the substantive matter is not resolved completely during mediation, parties have expressed satisfaction with mediation having addressed their psychological needs and concerns through their participation in a process that is fairly facilitated by an impartial neutral third party.

As for myself, in classes, I learnt the importance of rapport building. Through this experience, I watched such skill being put in action. First, "introduction", though seemingly procedural, is actually an opportunity for all in attendance to build rapport with each other. During the introductions, initiated by the Mediator, everyone made reference to their affinity (or lack thereof) with pets. With smiles going all around, this helped to bridge the gap between parties and set the stage for an easier mediation. Even where the "introduction" became somewhat emotionally charged, it allowed parties to see where the other party was coming from. Second, the Mediator would "rephrase" what was said in a manner that showed to the parties that they have been heard and their points of view acknowledged and respected. From this, I learnt better the real purpose of "rephrasing".

I learnt that perseverance (and creativity) is important for a good mediator. During the mediation, neither party wanted to make the first move. Parties were afraid of losing out. I learnt from the Mediator how to press on in such circumstances. First, fairness – both parties were taught to see that it would only be fair that *both* parties come up with and work towards a proposal for settlement. Second, assertiveness – the Mediator caught on to a proposal raised by parties and asked if he could hold them to it. I found that rather insightful.

All in all, I enjoyed watching how the mediation was skilfully conducted. The Mediator was able to anticipate and navigate parties away from potential pitfalls the mediation could fall into. For instance, from the outset, the Mediator alerted parties that the process required hard work, creativity and facing discomfort. This, I believe, helped prepare parties for the mediation process. I also learnt that it is less about what is said, and more about *how* matters are said. During the first half of the mediation, when parties' views seemed rather far apart, the Mediator conveyed news in a positive manner. This, I believe, helped the lawyers remain optimistic. The Mediator did not shy away from delivering negative news, but he did it at the right time.

Conclusion

I learnt so much from this mediation and look forward to further opportunities to learn and conduct my own mediations.

Written by Jasmine Teo, Young IP Mediator
20 September 2023

Mediation Success at IPOS

Gan Eng Joo Onassis
&
SG Mr Kopi Private Limited
[2023] SGIPOS MED 1

	Party A	Party B
Name	Gan Eng Joo Onassis ("Mr Gan")	SG Mr Kopi Private Limited
Nationality / Country of Incorporation	Singapore	Singapore
Representation	NIL[1]	Mahmood Gaznavi Chambers LLC
Lawyers	NIL[2]	Rezza Gaznavi ("Mr Gaznavi")

Mediation Institution	World Intellectual Property Organization Arbitration and Mediation Center ("WIPO Center")[3]
Mediator	Zechariah J H Chan of Lee & Lee ("Mr Chan")
Shadow Mediator[4]	Tan Pei Han, IPOS Young IP Mediator[5]
Date of Mediation	12 April 2023
Mode of Mediation	Online via Webex

Background

The Mediation revolved around two Singapore entities, Mr Kopi (UEN No. 53453746D) of which Mr Gan is the sole proprietor ("Opponent") and SG Mr Kopi Pte Ltd (UEN No. 202200170Z) ("Applicant").

The Opponent's principal activity involves the wholesale of coffee, cocoa and tea; while the Applicant's principal activity relates to food kiosks, mainly for takeaway and delivery.

On 8 February 2022, the Applicant applied for the registration of Trade Mark No. 40202202795Q in Class 30 ("Application Mark") with the Intellectual Property Office of Singapore ("IPOS") as follows:

[1] The Opponent was not represented for the mediation.
[2] As above.
[3] The World Intellectual Property Organization Arbitration and Mediation Center's only office outside Geneva, Switzerland, is in Singapore.
[4] 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.
[5] 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 mediation in future.

On 14 April 2022, the Opponent filed an opposition to the registration of the Application Mark on the basis that when it is viewed as a whole, it will *not* be perceived as imaginative, such that it will *not* be easily remembered by the relevant public in relation to coffee products. It is therefore devoid of any distinctive character.

The Opponent had also stated in its opening statement that it had been using the sign, "Mr Kopi", since 16 October 2021 in Singapore. The Opponent also mentioned that sometime in or about 2021, it had engaged an independent designer to create and design its logo, which also consists of an animated coffee bean.

After the parties exchanged their pleadings in the opposition proceedings, they were invited to consider mediation as an option to resolve the dispute. The parties agreed to attempt mediation administered by WIPO Center.

Under IPOS' Revised Enhanced Mediation Promotion Scheme (REMPS), the parties in a mediation case can receive reimbursement of mediation costs, up to S$10,000 (where only Singapore IP rights are involved) or S$14,000 (where both Singapore and foreign IP rights are involved).[6]

Pre-Mediation Opening Statements

Prior to the mediation on 12 April 2023, the parties submitted their respective opening statements to the mediator, Mr Chan. These opening statements provided a glimpse into the parties' legal positions as well as a brief timeline of events. Through the parties' respective assertions, we were afforded a small window to identify the parties' possible interests and motivations. However, there were still many gaps which were only eventually filled at the actual mediation.

Mediation Process

The mediation was conducted online via Webex, hosted by the WIPO Center. This was conducive to the mediation as the parties had to contemplate many different classes of goods and services in relation to the mark/sign[7] in light of their future plans for expansion. By sharing his screen, Mr Chan could ensure that the parties were on the same page and walk them through the different classes of goods and services on the IPOS Digital Hub[8] that were or may be applicable.

With the list of industry-specific classes in front of them, the parties could better identify what their interests are, be it now or in the future. This helped parties to assess if there was any possible room for compromise and aided the parties in their cost-benefit analysis in coming to a settlement agreement ("Agreement").

Challenges

There were two main challenges during this mediation.

Firstly, while the parties entered the mediation with open minds and were willing to find a mutually-beneficial solution, they had differing ideas of what "co-existence" looked like. Mr Chan invited each

[6] 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.
[7] The Application Mark as well as "Mr Kopi". Marks/signs are registered/used in relation to goods or services. In Singapore, goods or services are classified in accordance with the Nice Agreement.
[8] This is IPOS' electronic platform for its digital services.

party to consider how co-existence might look like from a legal and a practical perspective. The parties were then able to come to a better understanding of the matter.

Additionally, Mr Chan also walked parties through their alternatives. This aided the progress of the mediation as parties had a better appreciation of the benefits of working together during the mediation instead of proceeding for a hearing. The parties were businessmen and understood the need for their principles and positions to be anchored in numerical reality.

Secondly, the parties had some issues when finalising the Agreement. The Opponent and the Applicant had concerns about the wording of an obligation and could not come to terms with how it should be reflected in the Agreement. The Opponent preferred to keep the Agreement simple and straightforward, while the Applicant preferred to ensure that the Agreement was comprehensive. Although the parties were in concurrence on the final outcome of the mediation, they were stuck at an impasse in relation to this issue. Mr Chan then suggested reframing the specific obligation as a declaration to be set out in the preamble of the Agreement instead. The parties were comfortable with this approach, which was adopted in the Agreement, leading to a satisfactory conclusion of the matter at the end of the day.

Reflections

The Applicant commented that "[t]he case was settled amicably between [the parties]" and that "[t]he mediation process was quick, effective and resulted in a mutually acceptable resolution".

Similarly, the Applicant's lawyer, Mr Gaznavi, remarked that "[t]he mediation process was highly successful and constructive…[both parties came] to a friendly resolution".

Mr Chan, the mediator, shared that parties "had quite a difficult start" but that he was very happy when the parties started to problem solve and implement the solution together. In this case, by addressing the interests of the respective parties and reaching an amicable settlement, parties were able to avert a hearing, thereby "saving time and costs".

On mediation in general, Mr Chan opined that "[b]usinesses should seriously consider mediation as a way to resolve their differences as [mediation allows parties] to look at a dispute from [their respective different] viewpoints…and apply a problem-solving lens to the dispute".

On a personal note, as a shadow mediator, I am grateful for the opportunity to be part of an IP mediation.

In school, I only had the experience of role-playing in hypothetical mediations. In these hypothetical mediations, the mediators' brief often had more context and information about the parties' respective backgrounds and at times, their longstanding relationship. Here, however, information about the parties' relationship, interests, alternatives and options were limited. As such, before going into the mediation, I felt that the success of the mediation would depend on many factors, such as the parties' willingness to collaborate and be open about their concerns, as well as the mediator's experience and commercial sensitivity.

During the mediation, the parties had plenty of opportunities to speak with Mr Chan privately without the other side's presence. As a result, the parties were comfortable and introduced new information that was previously not in their pre-mediation opening statements. This helped us get a better grasp on where the parties were coming from, and Mr Chan was able to build some rapport with the parties.

It was also very instructive to watch Mr Chan guide the parties towards a fairer assessment of their own positions, be it through asking pointed questions or explaining how trade mark proceedings are carried out. He was patient but firm with both parties. He struck a fine balance between listening to each party's reasoning and testing the practicality and sustainability of their positions.

Conclusion

The mediation lasted close to 8 hours and culminated in the Agreement that addressed both parties' interests. The parties were also able to fulfill their respective obligations according to the Agreement within the same day. Had the parties elected to proceed with the opposition proceedings, the parties would have had to incur substantial time and costs.

Disclaimer

The views expressed in this article, save for the parties' and mediator's comments, are the author's own.

Written by Tan Pei Han, Young IP Mediator
16 May 2023

Mediation Success at IPOS

Worldwide Bible Society (Singapore)
&
The Bible Society of Singapore
[2022] SGIPOS MED 3

	Party A	Party B
Name	Worldwide Bible Society (Singapore)	The Bible Society of Singapore
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Goodwins Law Corporation	Rajah & Tann Singapore LLP
Lawyers	Tan Teck Hian Wilson	Gregory Vijayendran, Senior Counsel Edina Lim Tomoyuki Lewis Ban

Mediation Institution	World Intellectual Property Organization Arbitration and Mediation Center[1]
Co-Mediators	Reverend Terry Kee Buck Hwa ("Rev Kee")[2] Professor Ng-Loy Wee Loon, Senior Counsel (Honoris Causa) ("Prof Ng-Loy")[3]
Shadow Mediator[4]	Benedict Koh Yen Hin, IPOS Young IP Mediator[5]
Date of Mediation	12 January 2022[6]

Background of the Parties

The Worldwide Bible Society (Singapore) ("Applicant") is an organization which is a part of an international group of organizations whose mission is to translate Bibles into modern-day Chinese and to promote God's Word.

The Bible Society of Singapore ("Opponent / Registered Proprietor") is a registered society in Singapore since 1837 and also a part of a global movement whose mission is to spread the Word of God and is the largest supplier of all kinds of Bibles and Scriptures in all kinds of language to churches and Christian bookshops. The Opponent / Registered Proprietor also equips churches in Singapore and other parts of the world to share the Bible, and acts as an integrated Bible agency that helps people

[1] The World Intellectual Property Organization Arbitration and Mediation Center's only office outside Geneva, Switzerland is in Singapore.
[2] Rev Kee is a pastor of Jurong Christian Church (Chinese). He has been a pastor of the Lutheran Church in Singapore since 1982. He was elected Bishop of the Lutheran Church in Singapore in 2009 and stepped down in 2021 after completing 3 terms of service as Bishop. He has also served as President of the National Council of Churches from 2012-2014 and 2018-2020.
[3] Prof Ng-Loy teaches at the National University of Singapore, Faculty of Law and is an expert in the field of Intellectual Property ("IP") Law.
[4] It is a condition of funding under the IPOS Enhanced Mediation Promotion Scheme ("EMPS") that parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation.
[5] 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 mediation in future.
[6] Parties reached an in-principle agreement at the end of the mediation session on 12 January 2022. Thereafter, IPOS was informed on 9 May 2022 that parties have entered into a Deed of Settlement.

to understand its message, through proper Bible translation, publishing, and distribution, literacy programmes, and other engagement and advocacy events.

Background to the Dispute[7]

The Applicant applied to register a trade mark in Class 16 as a series of 8 marks:[8]

("Application Mark"). The Opponent / Registered Proprietor opposed the registration of the Application Mark. The Applicant proceeded to apply to invalidate and/or revoke two of the marks registered earlier by the Opponent / Registered Proprietor:

BIBLE SOCIETY ;[9]and

圣经公会 .[10] [11]

The parties' primary concerns included, among others, the confusion which could arise from the use of the term "Bible Society", such that third parties could deem the Applicant and Opponent / Registered Proprietor to be the same entity or related entities.

---

[7] It is a condition of funding under the EMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement.

[8] Trade Mark No. 40202014164X. The Chinese characters in the marks translate into "Worldwide Bible Society" and their transliteration is "Huan Qiu Sheng Jing Gong Hui".

[9] Trade Mark No. T1402310Z.

[10] Trade Mark No. T1402313D.

[11] The Chinese characters translate into "Bible Society" and their transliteration is "Sheng Jing Gong Hui".

In this vein, the parties went for mediation, with a view towards resolving their dispute amicably. The co-mediators appointed matched the Christian-centric and IP-focused nature of the dispute, bringing in a wealth of experience from their years of deep involvement in the Christian community and IP respectively.

Putting Theory into Practice – the Mediation Process

This was my first time experiencing an actual mediation from the perspective of a mediator. My prior experience in mediation primarily came from hypothetical exercises in mediator accreditation training and mediation-related competitions. In these prior endeavours, there was a stronger impetus for me to follow a standard method of demonstrating important theoretical mediation-related skills – including rapport-building, reality-testing, active listening, caucuses, etc.

While these skills are just as applicable in actual mediations, my experience shadowing this mediation cast the flexibility and practical nature of these skills into even greater light. In this piece, I will focus on two specific aspects of the mediation – (1) rapport-building and (2) option generation & reality-testing. These were crucial in guiding the parties towards amicably resolving their dispute.

Firstly, I was struck by the efforts taken in building rapport between the parties. The rapport-building in this mediation took place even from before the mediation session. Building on the parties' selection of the mediators, the mediators selected Jurong Christian Church as the mediation venue, to reinforce the common Christian-centric nature of both organizations' work. Building on this, the mediators reinforced the fundamental commonality between the parties at the opening of the mediation session, by reminding the parties of their common identity as Christian-based organizations, and that both parties have a common purpose of serving God.

These efforts set a firm and cohesive tone for the session, in no small part due to the commitment from the Applicant and Opponent / Registered Proprietor themselves. Both parties were forthcoming with their underlying concerns – both religious and commercial – and were mutually respectful to each other. They also both emphasized the importance of co-operation in contrast to competing against one another.

From this, the mediators gradually skilfully elucidated the parties' respective interests, and guided them past merely recognizing their common ground, towards collaborating to fulfil both their underlying interests. The mediators also took additional care to ensure that both parties felt heard whilst channelling their emotions in a healthy and productive manner. I was impressed with how the mediators actively opted to not intervene at certain junctures of the mediation session. This allowed parties to engage with each other more seamlessly. At appropriate junctures after the parties were given the space to articulate their emotions and concerns, the mediators then stepped in to reframe the parties' words, calling for private sessions at appropriate points, among other efforts.

Secondly, building on the rapport, the mediators also guided the parties in generating options for resolution, whilst reality-testing these options to ensure the viability and sustainability of the parties' eventual agreements.

For instance, the mediators facilitated the parties' rigorous reality-testing of options raised. One example of this came from the testing of the suggestion that the Applicant change its name. To this, the parties questioned whether the Applicant could even change its name unilaterally, given that it was a part of a wider international organization (the Worldwide Bible Society), and there could be

consequent cross-border implications stemming from a unilateral change of name of the Applicant organization.

The parties also worked towards generating creative options beyond the corners of the law. Among others, the parties discussed the possibilities of joint marketing and publicity initiatives as well as educational efforts, and the packaging of such undertakings together into alternatives which are satisfactory for both parties.

Takeaways and Reflections

The parties eventually reached an amicable settlement.[12]

One of the co-mediators, Prof Ng-Loy observed:

> The dispute in this case was somewhat akin to a family dispute because the parties are, ultimately, members of the same family (the Christian community) and their dispute is over the use of words/terms that have special meaning to the family as a whole. For this reason, I am particularly gratified that the parties were able to reach an amicable resolution of their dispute. In my view, there are two vital factors that contributed to the successful outcome in this mediation. First, the respect that the parties showed to each other in spite of their divergent views in the matter, and they should really be commended for this. Second, the wisdom of both sets of lawyers as they guided their respective clients to explore solutions to the dispute. The important role that lawyers play in mediation cannot be overstated.

The lawyers for the Opponent / Registered Proprietor commented:

> Having this mediation framework in place and the [Enhanced Mediation Promotion Scheme ("EMPS")] [13] scheme proved an appropriate dispute resolution avenue, and sufficient incentivization,[14] for parties to mediate the dispute. The mediation forum was an excellent port of call for parties to better understand each other's concerns and interests as well as providing a conciliatory, conducive and conclusive problem solving platform for parties. The mediators played a vital role in facilitating parties to move towards an optimal, win-win resolution with a relational approach, excellent temperament and expert perspectives. Without them, we would not have arrived at such a solution so fast or at all. In short, we are very pleased that the issues between parties have been resolved in a creative and cost-efficient manner.

On a personal note, I was heartened that the parties were able to arrive at an amicable resolution through the mediation. The mediation process provided the parties with a safe platform to articulate their concerns and reach mutually beneficial solutions beyond the corners of the law. As both a Christian and a budding mediator, I am immensely grateful that I could witness first-hand the practical application of the mediation skills I had learnt in my prior training, and in a religious context which I hold close to my heart. I sincerely look forward to applying these takeaways into my future practice

---

[12] As indicated above, parties reached an in principle agreement after the mediation session ended on 12 January 2022 and IPOS was informed that parties entered into a Deed of Settlement on 9 May 2022.

[13] Parties received funding under the EMPS scheme as the mediation session was conducted on 12 January 2022. With effect from 1 April 2022, the Revised Enhanced Promotion Scheme ("REMPS") was launched. Under REMPS, parties could claim up to S$14,000 (compared to S$12,000 under EMPS) where foreign IP rights are involved or S$10,000 where local IP rights are involved.

[14] Under EMPS, parties are claiming S$10,000 (this case only involves Singapore trade mark rights) between themselves to offset mediation related fees.

as a mediation advocate and a mediator, in turn paying forward the opportunities I have received, so as to continue working for the good of others.

Written by Benedict Koh Yen Hin, Young IP Mediator
19 July 2022

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Mediation Success at IPOS

Spiral Foods Pty Ltd
&
Nature's Glory Pte Ltd
[2022] SGIPOS MED 2

	Party A	Party B
Name	Spiral Foods Pty Ltd	Nature's Glory Pte Ltd
Nationality / Country of Incorporation	Australia	Singapore
Representation	Donaldson & Burkinshaw LLP	One Legal LLC
Lawyers	Chua Shang Li Michelle Eadie	Regina Quek Genevieve Chia Dillon Marc Tan

Mediation institution	World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center) [1]
Mediator	Zechariah Chan, of Lee & Lee
Shadow Mediator[2]	Keith Wong, Young IP Mediator
Date of Mediation	25 February 2021

Backdrop to the Dispute

The humble soybean is the most economically important bean in the world[3] and is enjoyed by consumers in various forms. This ubiquitous bean forms the backdrop to the present dispute between Nature's Glory Pte Ltd (the "Applicant") and Spiral Foods Pty Ltd (the "Opponent"), two successful family-run businesses with a longstanding presence.[4]

The Opponent is an Australian organic food wholesaler and current proprietor of the "BONSOY" trademark in multiple jurisdictions including Singapore. "BONSOY" soymilk is manufactured and supplied internationally by Muso Co Ltd. ("Muso"), a Japanese Company.

The Applicant was founded in 1991 and is a retailer and distributor in Singapore offering a range of products from fresh produce to foodstuff and related goods. From 1991 to 2007, the Applicant entered into an agreement with Muso to be the exclusive distributor of "BONSOY" soymilk in selected territories. During this period, the Applicant registered the "BONSOY" mark in Singapore in 2004. The registration of this mark was disputed by the Opponent in 2007.

In resolving this earlier dispute, the Applicant transferred its rights in the Singapore trademark registration to the Opponent under a formal deed with the Opponent and Muso ("BONSOY Deed"),

[1] The WIPO Center's only office outside Geneva, Switzerland is in Singapore.
[2] It is a condition of funding under the IPOS Enhanced Mediation Promotion Scheme (EMPS) that parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation. The objective is to give more exposure on how mediation can resolve IP disputes and build up experience among those who may mediate or represent parties in IP mediation in future.
[3] https://www.britannica.com/plant/soybean
[4] It is a condition of funding under the IPOS EMPS that parties agree to named publicity.

conferring the Applicant with exclusive rights to distribute Muso's "BONSOY" products in selected territories. This was to be renewed automatically on an annual basis, unless terminated upon agreement by all the parties.

In 2016, the Opponent terminated the BONSOY Deed, which the Applicant disputes. This served as an impetus for the Applicant to develop its own independent brand of soymilk for market to the world without any restrictions by the Applicant.

The Applicant's own "BeoSoy" Brand and the Present Dispute

In Singapore, the Applicant applied to register its independent brand BeoSoy (the "Application Mark") in Class 29, for the use of soybean in edible food and drink. Noticeably, the Opponent has also opposed the Applicant's applications to register the Application Mark in Malaysia, Indonesia, Australia, the European Union and the United States of America. The mediation process was commenced due to the opposition against the Singapore application, which forms the present dispute.

Since 2019, both parties attempted to resolve the present dispute through a series of offers and counterproposals. Having reached an impasse, parties submitted the matter to mediation administered by the WIPO Center. While the dispute qualified for the Enhanced Mediation Promotion Scheme ("EMPS")[5], EMPS funding did not need to be applied to the mediator's fees as parties had the benefit of complimentary mediation services offered by the WIPO Center. In light of the global economic difficulties from COVID-19, WIPO Center offered mediation services at no charge for mediation requests filed within the period 12 June to 31 August 2020. As part of the EMPS, Keith Wong, a IPOS Young IP Mediator was invited to shadow the mediation with the appointed mediator, Mr. Zechariah Chan, a renown intellectual property Partner at Lee & Lee.

The Mediation Process

Given the cross-border nature of the dispute, parties met virtually via Zoom videoconferencing. The session commenced with a pre-mediation conference where counsel was engaged to help identify certain challenges that might arise during the mediation. This was useful in promoting a positive and professional approach towards resolving the dispute. Once the mediation commenced proper, the family representatives of both parties entered the virtual room. Initially, it appeared that the long-standing business relationship between parties could form a common point of reference to work from. However, it was soon apparent that any assumed trust and mutual understanding which might have existed in 1991, no longer applied in the same form today. Despite their differences, it was nevertheless a valuable forum for the family representatives to speak directly to one another and better understand each other's perspective of the situation.

Moving from the joint session involving all parties, the mediator commenced a series of private sessions with each family representative and their counsel. As parties were willing to re-evaluate their earlier offers to one another, the mediation continued in this mode where proposals were continuously assessed and revised. This was possible because of the non-prejudicial and confidential nature of private sessions which resulted in candid and thoughtful discussion.

[5] It is a condition of funding under the IPOS EMPS that parties' mediation-related lawyer fees and disbursements are only funded up to 50%, regardless of the total funding potentially available ($10,000 where only Singapore IP rights are involved / $12,000 where Singapore and foreign IP rights are involved).

Due to time zone differences between Australia and Singapore, the Opponent sought leave from the mediation. Nevertheless, close to 7 hours of constructive engagement resulted in a revised offer made by the Applicant to the Opponent. Overall, the mediation provided a more concrete path for parties to evaluate their progress and work constructively towards a commercially sensible resolution in a good faith approach.

Reflections

To gain a deeper perspective on the value of mediation for IP disputes, IPOS was privileged to hear from all parties involved, namely:

- The mediator, Mr. Zechariah Chan ("**ZC**");
- Counsel for the Opponent, Mr. Chua Shang Li ("**CSL**");
- Counsel for the Applicant, One Legal LLC ("**OL**");
- The Marketing Manager of the Opponent, Ms. Raphaelle Wilson ("**RW**"); and
- The Director of the Applicant, Mr. Christopher Lim (**"CL**").

Q1: <u>In your view, how was this mediation helpful to this particular IP matter?</u>

ZC: Whilst the mediation was commenced due to the Singapore opposition, it was quickly apparent that the parties faced similar issues in other territories as there were ongoing opposition matters in Malaysia, Indonesia, Australia, the European Union and the United States of America, at various stages of progress. This presented the parties with an opportunity to resolve the issues by adopting a "whole of dispute" mindset to bring all the differences to bear, rather than tackle each opposition on a piece-meal, territory by territory basis. As such, parties were able to discuss matters beyond the Singapore opposition, sharing ideas and potential options for settlement on a global basis. It also meant that the settlement proposals took into account the parties' interests and concerns.

CSL: I felt that the mediation was useful as it allowed parties to expedite the ongoing negotiations. It was good that parties had an opportunity to have a face-to-face (albeit online) meeting so that they could share and express their positions on the matter.

RW: The mediation did allow us to make some significant progress in negotiations that had stalled, allowing a resolution to be reached.

CL: The mediation was well-organised. Additionally, the mediator was impartial, patient, and took the time to understand the background and interests of both parties.

Q2: <u>Compared to in-person mediations, what do you think are some benefits of mediations conducted virtually?</u>

ZC: Despite the fact that the parties were based in different countries, mediation over an online platform meant that parties did not need to travel in the midst of the COVID-19 pandemic. This made the mediation a safer and more economical way to meet, discuss and negotiate with each other. It also allowed counsel to celebrate the birthday of a family member, something that would not have been possible if there was travel, particularly international travel, involved for the purposes of the mediation.

OL: As not all parties were located in Singapore, the mediation was conducted online over Zoom. The mediation provided the parties with the opportunity to speak face-to-face and to make further

progress in ongoing negotiations. We are likely to use and/or recommend mediation again for future IP disputes.

Written by Keith Wong, Young IP Mediator
24 March 2022

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Mediation at IPOS

Leonid Kovalkov
&
JNBK Group Private Limited
[2022] SGIPOS MED 1

	Party A	Party B
Name	Leonid Kovalkov	JNBK Group Private Limited / Tan Siew Keng Angeline
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Tito Isaac & Co LLP	Ignatius J & Associates
Lawyers	Adly Rizal	Ignatius Joseph

Mediation institution	Singapore Mediation Centre
Mediator	Assoc Prof Lum Kit-Wye
Shadow Mediator	Mr Tok Boon Leong
Date of Mediation	15 October 2019

The parties in this mediation had been embroiled in several disputes before IPOS since 2012, including several which proceeded to full hearings and resulted in three full grounds of decision[1] issued by the Registrar. While the parties were unable to conclude a mediation settlement agreement, the two proceedings which were the subject of the mediation were withdrawn.[2] As at 21 December 2021, there are no other pending disputes between the parties. This case showcases the value of mediation even when no final settlement agreement is reached.

Background and Dispute

Mr Leonid Kovalkov (the "Applicant")[3] is in the business of dealing with motor vehicles spare parts. JNBK Group Private Limited (Ms Tan Siew Keng Angeline is the sole director and shareholder of the same) (the "Registered Proprietor") is in the business of the sale and distribution of brake related components for vehicles including, brake pads. The parties were originally business partners but the relationship deteriorated.

The Dispute

The Registered Proprietor owned the following registered trade marks:

[1] They are:
(i) *Leonid Kovalkov v Tan Siew Keng, Angeline* [2016] SGIPOS 10;
(ii) *Leonid Kovalkov v Tan Siew Keng, Angeline* [2012] SGIPOS 5; and
(iii) *Tan Siew Keng, Angeline v Leonid Kovalkov* [2012] SGIPOS 6.

[2] Party A's letter of 10 August 2021.

[3] For both the Invalidation and Revocation proceedings (see below).

40201706066P ("Mark 1")	T0312074E ("Mark 2")
Class 12 Vehicles; apparatus for locomotion by land, air or water; Vehicle brake pads; Brake components for vehicles; Vehicle brake discs; Wheel brakes; Vehicle brake shoes; Brake linings for vehicles; Brake drums for vehicles; Brake levers for vehicles; Vehicle suspensions; Automobile engines; Actuators for land vehicles.	Class 12 Brake pads for vehicles; brake shoes for vehicles; brake lining land vehicles; suspension parts for vehicles.

The mediation stemmed from two disputes:

(i) An application to invalidate Mark 1 on the basis that it should not have been registered as a trade mark; and

(ii) An application to revoke Mark 2 on the basis that has not been used for a period of at least five years.

The effect of a successful invalidation differs from that of a successful revocation. Where the registration of a trade mark is declared invalid to any extent, the registration shall to that extent be deemed never to have been made.[4] In contrast, where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from the date of the application for revocation.[5]

At the Pre-Hearing Review ("PHR") for Mark 1,[6] the Registrar broached the option of mediation to resolve the dispute. Thereafter, the parties agreed to submit the dispute to mediation under the auspices of the Singapore Mediation Centre ("SMC").[7] Similarly, the parties notified the Registrar at the PHR for Mark 2[8] that they wished to mediate the dispute together with Mark 1.

The Mediation

Under IPOS' EMPS, the parties could receive funding of S$12,000 for the mediation as the subject matter of mediation involved both Singapore and foreign IP rights.[9]

[4] Although this shall not affect transactions past and closed (Section 23(10) of the Trade Marks Act (Cap 332, 2020 Rev Ed).

[5] This is the default position and the parties can claim for an earlier revocation date (see Section 22(7) of the Trade Marks Act (Cap 332, 2020 Rev Ed).

[6] On 13 June 2019.

[7] As per IPOS letter of 2 Aug 2019, via the Applicant's letter of 23 July 2019.

[8] 10 July 2019.

[9] However, given that the parties were unable to reach any settlement, there was no resolution with respect to these either.

The parties indicated in their Request for Mediation that the quantum of dispute was not monetarily quantifiable and they deferred to SMC for the appointment of suitable mediators. Based on the above information as well as the nature of the dispute, SMC then appointed a mediator from its Principal Mediator Panel who had a background in Intellectual Property laws/disputes. The shadow mediator was appointed from SMC's Associate Mediator Panel.

The mediation[10] took place on 15 October 2019.[11] As mentioned above, while the parties were unable to reach a settlement agreement then, the proceedings before IPOS were ultimately withdrawn. Had the parties decided to continue fight it out in an adversarial setting, it would have taken much more time and both parties would have incurred substantial costs. It is also notable that, after close to 10 years, there are now no more pending disputes between the parties.

Mr Tok, the shadow mediator, commented that mediation allows for flexibility, in contrast to court proceedings. Mediation procedures are also simple to understand. Mediation is confidential, so that the parties can prevent any negative publicity of their dispute / leakage of sensitive commercial information to their competitors. Last but certainly not least, the informal process of mediation translates into time and costs savings for the parties.

One significant advantage of the mediation process is that the mediator assists the parties to communicate with one another, such that they *understand their differences and aspirations*. Crucially, the parties can actively engage one another so as to reach *win-win solutions which are mutually acceptable*.

Mr Tok commented that at the end of the mediation session, the parties were light hearted and remarked that the mediation has enabled them to *move forward,* which is significant, in light of the differences the parties have accumulated over the *past 17 years* of their business relationship.

In this regard, the Applicant agreed that the process of mediation has allowed both parties to *openly air their views*, which is extremely helpful in light of the fact that there has been a lot of history between the parties.

14 January 2022

[10] At the mediation, the parties were able to come to an agreement with respect to ***Mark 1*** such that the dispute then solely focused on ***Mark 2*** which was also the subject matter of a previous action by the ***Applicant.***
[11] IPOS letter of 21 October 2019.

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Mediation Success at IPOS

K & Q Brothers Electrical Engineering Co. Pte. Ltd.
&
K&Q Fatt Pte Ltd, Quek Jia Ling, Quek Hong Peng, Quek Jia Hao
[2021] SGIPOS MED 2

	Party	Party
Name	K & Q Brothers Electrical Engineering Co. Pte. Ltd.	1. K&Q Fatt Pte Ltd 2. Quek Jia Ling 3. Quek Hong Peng 4. Quek Jia Hao
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Kalco Law LLC	Ravindran Associates
Lawyers	Xhuanelado Owen	Alvin Lim

Mediation institution	World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center)[1]
Mediator	Jonathan Agmon, of Soroker Agmon Nordman
Shadow Mediator	Jocelyn Toh, of Soroker Agmon Nordman
Date of Mediation	18 November 2020

Background to the Dispute

The dispute involved two Singapore registered companies, K & Q Brothers Electrical Engineering Co. Pte. Ltd. (the Opponents) and K&Q Fatt Pte Ltd (the 1st Applicants). Both companies are in the business of manufacture, repair and wholesale of a variety of goods including refrigerators, air conditioning and ventilating machinery.

The Opponents have been registered in Singapore since 1989 and had successfully obtained registration of the trade mark "YODA" since 18 May 1994. "YODA" was registered in Class 11 in respect of refrigerators, food and drink chillers, freezers and ice machines. The Applicants have more recently attempted to register a trade mark called "YUDA", similarly in Class 11, in the same trade and for the same purposes of utilisation as "YODA".

The Opponents therefore opposed the registration of the Applicants' trade mark "YUDA" on the alleged grounds of confusing similarity with the Opponents' earlier trade mark, "YODA".

Bridging the Divide

Parties had already filed their evidence and the dispute would have proceeded to a hearing had it not been settled. The Principal Assistant Registrar suggested, at the Pre-Hearing Review, that parties

[1] The WIPO Center's only office outside Geneva, Switzerland is in Singapore.

consider WIPO's offer of free mediation[2] and attempt to resolve their dispute amicably. In the event that they could not settle, it was still open to parties to have a hearing.

Reaching a settlement was by no means an easy feat. The mediation ran parallel with ongoing shareholder dispute litigation between the parties and they were initially not on speaking terms. This was also essentially a family dispute. Parties have shared history, with the 1st Applicants' founder being a former director of the Opponents, and tensions were understandably high.

Ever the skilful and tactful mediator, Mr Jonathan Agmon managed to get both parties to resolve this trade mark dispute amicably.

The Mediation Process

Prior to the mediation on 18 November 2020, Mr Agmon made extensive preparations, including encouraging parties' mediation advocates to prepare comprehensive mediation statements. This was crucial in allowing Mr Agmon to visualise all angles for the co-existence of the two trade marks and businesses.

Mr Agmon graciously offered the office of Soroker Agmon Nordman as mediation venue. The mediation took place in person and comprised a combination of joint sessions, held in the firm's meeting room; and break-out caucus sessions, held in the rooms of the senior partners. It was a quiet and spacious office which provided a conducive environment for the mediation.

The first joint session was particularly helpful in bringing parties together. This allowed them to discuss and hear each other's positions. The caucuses were important for parties to consider and reflect on each other's positions and offers for settlement. Mr Agmon effectively used these private caucuses to persuade parties to compromise. Another joint session was used towards the end of the mediation to draft the settlement agreement and iron out the final details of the settlement before parties signed the co-existence agreement. All of this was achieved within a day.

Mr Agmon was friendly and kept a cheerful spirit which helped pave the way for parties to open up to each other. At the same time, he was firm and professional and dictated the pace of the mediation with great control. As the neutral mediator, his constant reality testing of the matter allowed parties to focus on commercial sensibilities and put their family dispute aside.

The constant emphasis on facilitating a resolution to the trade mark dispute allowed parties and their mediation advocates to focus on discussing ways of avoiding confusion for customers with the use of the respective marks, which allowed parties to see a possible reality for their respective brands and businesses to co-exist.

Had the parties decided to fight it out in an adversarial setting, it would have taken much more time and they would have incurred substantial costs. Mediation was thus a much more suitable platform for their dispute. The 1st Applicants' Business Development Director, Ms Janelle Quek, found the mediation "beneficial and fruitful" because it provided "a more effective and efficient means to resolve the dispute". She also said that the Applicants are "extremely grateful that the environment provided by the mediator was a very peaceful and pleasant one", which aided the negotiation process.

Mediation for IP Disputes

[2] In light of the global economic difficulties due to COVID-19, WIPO Center offered mediation services at no charge for mediation requests filed within the period 12 June to 31 August 2020.

With the conclusion of this successful mediation, Mr Agmon shared his views on the suitability of mediation for IP disputes:

"I consider IP disputes to be particularly suited for mediation not only because the process allows the parties to discuss freely and confidentially their interests but also because unlike court or tribunal proceedings, the process allows for out-of-the box solutions. Such solutions could in many cases bring the parties to an agreement where both parties benefit without the need to reach a judicial resolution and the costs involved."

EMPS Funding

As the subject matter of mediation involved only Singapore IP rights, funding under the IPOS EMPS was capped at S$10,000 in total (for the entire case involving two parties). The funding was applied to 50% of the parties' mediation-related lawyer fees and disbursements[3]. In this regard, the Opponents received funding of S$5,000 and the Applicants S$2,675.

Written by Chloe Chua, Young IP Mediator
20 April 2021

Conditions of the Enhanced Mediation Promotion Scheme (EMPS)

The following conditions must be satisfied in order to qualify for funding under the EMPS:

(i) Parties have an existing dispute before IPOS which is the subject-matter of a mediation on or after 1 April 2019, in any event, no later than 31 March 2022 or until the available funding is drawn down, whichever is earlier.

(ii) The mediation takes place in Singapore. This may include the use of video-conferencing to involve party representatives who are not able to be present in Singapore during the mediation, as long as the mediator is physically in Singapore during the mediation, and is a Singaporean or is based in Singapore.

(iii) Parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation.

(iv) Parties disclose their lawyer / agent fees incurred from the start to the end of the IPOS proceedings.

[3] EMPS funding did not need to be applied to the mediator's fees as parties had the benefit of the complimentary mediation service offered by the WIPO Center.

(v) Parties give feedback on their mediation experience.

(vi) Parties agree to named publicity, excluding details of the settlement terms (such as the quantum of the settlement). The purpose of the named publicity is to give concrete, relatable examples to other businesses and individuals and thus encourage them to consider mediation. The amount of detail in the publicity is not expected to disclose much more than the identity of the parties, the nature of their disputes, the countries spanned by their disputes, the duration of their disputes, the parties' comments on the mediation process, any advice they have for others facing disputes etc.

(vii) Parties co-pay at least 50% of their lawyer / agent fees relating to mediation (and mediation-related disbursements charged by the party's lawyer / agent).

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Reflection on an IP Mediation by a Young IP Mediator

Stratech Systems Limited, The Stratech Group Limited
&
Chew Rong-Qi Phoebe, Chew Rong-Jie David
[2021] SGIPOS MED 1

	Party	**Party**
Name	(i) Stratech Systems Limited (In Liquidation) (ii) The Stratech Group Limited (In Liquidation)	(i) Chew Rong-Qi Phoebe (ii) Chew Rong-Jie David
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Rajah & Tann Singapore LLP	Ravindran Associates LLP
Lawyers	Nicholas Lauw	(i) Paul Teo (ii) Alvin Tan

Mediation Institution	World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center)[1]
Mediator	Alban Kang, accompanied by Just Wang, both of Bird & Bird ATMD LLP
Shadow Mediator[2]	Levin Lin, IPOS Young IP Mediator
Date of Mediation	18 August 2020

Background[3]

To provide some context to this mediation, the parties involved were, on the one hand, individuals who sought to register the trade marks in issue ("the applicants") and on the other hand, a company that opposed the registration of these marks ("the opponents"). The applicants were the children of the opponents' ex-directors.

Application of Mediation Theory in the Mediation

As a shadow mediator at the mediation, it was my first opportunity to be part of an IP mediation and from the perspective of a mediator. Prior to the mediation, I had only experienced the application of mediation skills in the hypotheticals and roleplays that were given to me as part of my learning and training. The mediation was an enlightening experience, allowing me to observe the mediation theory and skills that I have learnt being applied in a commercial dispute.

[1] The WIPO Center's only office outside Geneva, Switzerland is in Singapore.
[2] It is a condition of funding under the IPOS Enhanced Mediation Promotion Scheme (EMPS) that parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation. The objective is to give more exposure on how mediation can resolve IP disputes and build up experience among those who may mediate or represent parties in IP mediation in future.
[3] It is a condition of funding under the IPOS EMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement.

One thing that struck me right from the beginning of the mediation was the mediator's ability to build rapport with the parties and the respective counsel. Building rapport was always emphasised in training as a key component in any mediation as it helped to facilitate communication and build trust. This time, I was able to observe the effects of having good rapport and quickly came to the realisation that there is no one correct way to go about doing so. The mediator was able to communicate with the parties in a manner which allowed them to feel understood and heard. This was obvious through the occasions when the parties and counsel expressed that the mediator knows how they feel about certain issues and trust that the mediator would communicate their concerns to the other party. Having good rapport not only smoothed the communication between the parties and the mediator, it also enabled the mediator to reality test the parties when necessary. The mediator was able to ask questions and suggest limitations in a frank and honest manner while appearing to the parties that this was done trying to bring them to a solution together. It quickly helped the parties to realise the realities of their positions and how they had to manoeuvre through various other alternatives if they wanted to come to an agreement.

Online Mediation Process

A relevant point to building rapport and the application of mediation skills was the online nature of the mediation. With everyone in different locations for health and safety reasons, it led to me wonder how this has influenced the mediation process. For example, there were instances where the internet was not stable, causing parties to drop out of the joint meeting on the WebEx[4] platform. Separately, there were also times when computer glitches led to parties' audio or visual dropping. While these were not frequent in the mediation that took place, it may have become distracting if major internet or audio issues had occurred. At the same time, I noticed that such instances actually provided the parties with the opportunity to make small talk.

Another thought that crossed my mind was the lack of a 'whiteboard' or 'paper' which allowed the mediator to present the options that were being discussed or to pen down ideas that were suggested by the parties. I find that visual presentation in face-to-face mediation helps parties to recognise where they are at with their discussion and how much more they need to traverse. Having the benefit of observing an online mediation, it allowed me to think more about how to best carry out the mediation process online and how to manage situations that would not have occurred in a face-to-face mediation.

Suitability of IP Matters Being Resolved by Mediation

Lastly, in my observation of the mediation, it stood out to me that the heart of the dispute was not simply commercial. One side had sentimental ties to the marks. This was a very human and emotional issue that is very suited to be resolved by mediation. I watched how the mediator navigated the emotions of the individuals by taking it step by step: listening to the applicants share about what the mark means to them, asking the applicants questions to understand and subsequently reframing their emotions to better explain it to the opponents.

The mediation process gave the applicants the time and space to talk about how they felt and to explore the various options before them. After hours of expressing what and how much the mark means to them, the applicants were more open and ready to move from their original position. The flexibility of the process and presence of a safe space vis-à-vis the parties and the mediator allowed the applicants to feel heard and understood. This was what I thought to have moved the mediation forward despite it being very much a commercial issue.

[4] Parties separately arranged their respective private sessions with the mediator, on the Zoom platform.

Ending Thoughts

Although no resolution was arrived at during the mediation, the mediation provided the parties with the opportunity to clarify their concerns with each other and the presence of the mediator had influenced the way in which they approached the dispute as well. The mediation helped the parties to navigate the limits of what was acceptable to them and to address emotional issues that would have otherwise never been shared. It was an illuminating experience for a young mediator like me and it has taken me one step forward in my understanding and skills as a mediator.

Written by Levin Lin, Young IP Mediator
5 March 2021

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Mediation Success at IPOS

Gromark Consumers Enterprise Pte. Ltd.
&
GK Laboratory (Asia) Pte. Ltd.
[2020] SGIPOS MED 2

	Party	**Party**
Name	Gromark Consumers Enterprise Pte. Ltd.	GK Laboratory (Asia) Pte. Ltd.
Nationality / Country of Incorporation	Singapore	Singapore
Representation	Harry Elias Partnership LLP	Chow Ng Partnership
Lawyers	(i) Brian Law (ii) Tan Weiyi (iii) Esther Wee	Patrick Chow

Mediation institution	World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center)[1]
Mediator	Andy Leck, of Baker McKenzie Wong & Leow LLC
Shadow Mediator[2]	Utsav Rakshit, IPOS Young IP Mediator
Date of Mediation	30 October 2020

Note: *This is the first successfully mediated case where a Young IP Mediator had a first hand experience of witnessing how a mediation was steered to success within a day. IPOS is grateful to the WIPO Center, Mediator Andy Leck, the parties and their lawyers for giving Mr Utsav Rakshit this invaluable opportunity.* ***For more information about the Young IP Mediators initiative and Utsav's experiences in this case, see Annex A below.*** *Please see the accompanying media release.*

Gromark Consumers Enterprise Pte Ltd (the Opponent) is a beauty and supplement manufacturer, exporter and distributor in the cosmetic and cosmeceutical industry. Its products are sold in Singapore and various countries overseas, including China and Japan. Over the years, the Opponent has established its "Crystal Tomato" brand of products and has also registered numerous trade marks in Singapore and overseas.

GK Laboratory (Asia) Pte Ltd (the Applicant) is in the business of health supplements and aesthetic, beauty products and has sales both in the local and overseas market, particularly in China.

The Applicant applied to register "timeless tomato" in Classes 3, 5 and 35 (the goods mainly pertain to cosmetic preparations, nutritional supplements as well as retail / wholesale services relating to the

[1] The WIPO Center's only office outside Geneva, Switzerland is in Singapore.
[2] It is a condition of funding under the IPOS Enhanced Mediation Promotion Scheme (EMPS) that parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation. The objective is to give more exposure on how mediation can resolve IP disputes and build up experience among those who may mediate or represent parties in IP mediation in future.

same) (the Application Mark) as well as the logo in Classes 3 and 5 (similarly, the goods mainly pertain to cosmetic preparations and nutritional supplements).

The Opponent opposed the registration of the Application Mark[3] on the basis that it would cause confusion in the market and adversely affect the "Crystal Tomato" brand.

After parties exchanged their initial pleadings in the opposition proceedings, they were invited to consider mediation as an option to resolve the dispute. Parties received information from IPOS on the Enhanced Mediation Promotion Scheme (EMPS), and agreed to try and resolve their dispute through mediation administered by the WIPO Center.

Under IPOS' EMPS[4], the parties could receive funding of S$12,000 for the mediation as the subject matter of mediation involved both Singapore and foreign IP rights. Further, as parties applied for the complimentary mediation service offered by the WIPO Center,[5] the full amount of the subsidy can be applied towards up to 50% of the parties' mediation-related lawyer fees and disbursements.

The WIPO Center provided the parties with 3 proposed candidates for appointment as mediator. Parties agreed to appoint one of the candidates, Mr Andy Leck, who is a principal at Baker McKenzie Wong & Leow LLC, as the mediator.

Parties met in person on the day of the mediation and the session lasted about 8 hours. After a series of discussions, some of which took place in the presence of the mediator and some of which were amongst parties themselves, parties were able to resolve the disputed issues and finalise the terms of the settlement agreement. The outcome of the mediation was positive and met the commercial concerns and objectives of both parties, not only in respect of their businesses in Singapore, but also overseas.

Had the parties decided to fight it out in an adversarial setting, it would have taken much more time and both parties would have incurred substantial costs.

Both parties were satisfied with the mediation process.

The Opponent's Managing Director, Ms Catherine Tan, said, "We are grateful to the mediator for helping to facilitate the negotiations between the parties. It means a lot to us and our business that this mediation was successful. We not only managed to resolve the underlying disputes to reach an amicable resolution, but we also took a step forward in safeguarding the reputation of our brand and business in Singapore and overseas."

---

[3] The mediation additionally included the logo mark, which was not opposed.

[4] It is a condition of funding under the IPOS EMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement.

[5] In light of the global economic difficulties due to COVID-19, WIPO Center offered mediation services at no charge for mediation requests filed within the period 12 June – 31 August 2020.

The Applicant's Director, Mr Stanley Siu, indicated that it is likely to use mediation again and commented that mediation is "[l]ess stressful and quicker in result. Parties have the opportunity to understand each other's case and to negotiate in a more business-like manner with less animosity".

The Opponent's agent, Ms Tan Weiyi, Partner at Harry Elias Partnership LLP added, "[a]s solicitors for our client, we are pleased that parties were able to resolve the dispute through the mediation process and reach a resolution that addressed the commercial concerns and objectives of both parties."

7 December 2020

Annex A

Young IP Mediators Initiative – Student Mediator Participates in his First Mediation Success Case

1 The Young IP Mediators initiative (YIPMI) was launched by Second Minister for Law Edwin Tong on 26 August 2020 during the annual IPOS flagship event, IP Week@SG. The initiative seeks to nurture and build up IP mediation experience among our youth by giving them an opportunity to be involved in mediation.

2 This is the first successfully mediated case where a Young IP Mediator had a first hand experience of witnessing how a mediation was steered to success within a day. Under the lead of experienced mediator, Mr Andy Leck, Mr Utsav Rakshit, a final year student at the National University School of Law (NUS), participated in a mediation involving a multi-jurisdictional trademark dispute.

3 About the YIPMI, Professor Joel Lee from NUS opined, "The YIPMI allows for the nurturing of the next generation by giving them an opportunity to be involved in mediation, and specifically in Intellectual Property mediations. This will grow a generation of mediation-friendly IP mediators and advocates which will then feed into the mediation ecosystem."

4 Similarly, Professor Nadja Alexander, from the Singapore Management University School of Law (SMU), commented, "The [YIPMI] is a wonderful initiative that allows students and young mediators to get their teeth into real life mediation cases by shadowing an experienced mediator in an actual case. Students learn practical skills and mediation theory at courses we teach…The [YIPMI] allows them the opportunity to complete the practical experience by seeing how a real-life dispute is mediated. This is a precious opportunity for our students, especially since they are also given the opportunity to interact with a seasoned mediator and to learn from his/her experiences."

5 Indeed, Mr Rakshit has found this experience extremely meaningful. He reflects, "I had thoroughly enjoyed the process and had the chance to learn a lot just from observing Mr Leck in terms of his demeanour, how he reframed matters, his choice of words, and how he kept the parties on track and assisted in generating options." Commenting on the Young IP Mediator, Mr Leck shared "I hope [Utsav], as a shadow mediator, managed to experience first-hand how a mediation is conducted from the perspective of the mediator. This initiative may hopefully spark interest in mediation and IP in the future generation of young lawyers."

6 Ms Chiara Accornero, representative of the World Intellectual Property Organisation (WIPO) Arbitration and Mediation Center in Singapore (the only office outside Geneva), commented, " As effective mediation proceedings depend to a large extent on the quality of the mediator, we fully support IPOS new [YIPMI] to offer hands-on training and exposure to real mediation practice to motivated law graduates interested in mediation. We are delighted that a number of IPOS Young IP Mediators were able to shadow some WIPO mediations and we hope that this will contribute to further build IP mediation experience and awareness."

7 Commenting on the early success of the YIPMI, Mr Mark Lim, Chief Legal Counsel, and the Director of the Hearings and Mediation Department of IPOS, which played an integral role in the genesis of this initiative, stated, "We are delighted that our appointed Young IP Mediators have been offered hands-on induction and exposure to real mediation practice. This move is part of our continuous capability building effort to raise the next generation of IP mediation expertise, and it complements Singapore's drive towards becoming a global IP dispute resolution hub."

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Mediation Success at IPOS

Eley Trading Sdn Bhd
&
Kwek Soo Chuan
[2020] SGIPOS MED 1

	Party	**Party**
Name	Eley Trading Sdn Bhd	Kwek Soo Chuan
Nationality / Country of Incorporation	Malaysia	Singapore
Representation	Ravindran Associates LLP	Bird & Bird ATMD LLP
Lawyers	Paul Teo	(i) Alban Kang (ii) Just Wang

Mediation Institution	World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center)[1]
Mediator	Joyce A. Tan, of Joyce A. Tan & Partners LLC
Shadow Mediator[2]	Cheryl Lim, of Joyce A. Tan & Partners LLC
Date of Mediation	17 September 2020

Background to the Dispute[3]

This dispute revolves around the Singapore registered trade mark 菩提 ("Bodhi" in English) in Class 4. Mr Kwek Soo Chuan owns this trade mark and was the sole proprietor of Bodhi Buddhist Products in Singapore, which is in the business of distributing Buddhist religious products. The other party, Eley Trading Sdn Bhd (Eley) is a Malaysian manufacturer and distributor of Buddhist religious goods in Malaysia, Thailand, Indonesia, Hong Kong and Singapore.

The parties had an earlier dispute over the same mark in Class 3. Subsequently, Eley commenced 3 other invalidation proceedings against Mr Kwek in 2018, of which 2 were settled, leaving only the invalidation proceedings against the 菩提 mark in Class 4. This was the subject of the present mediation.

The Seemingly Unbridgeable Gap

The parties had already filed their pleadings and evidence and were on the brink of another hearing. The only thing standing in between was mediation. The parties were strongly encouraged by the Registrar of Trade Marks to mediate since there was only one outstanding dispute after their own negotiations settled the 2 other invalidation actions.

[1] The WIPO Center's only office outside Geneva, Switzerland is in Singapore.
[2] It is a condition of funding under the IPOS Enhanced Mediation Promotion Scheme (EMPS) that parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation. The objective is to give more exposure on how mediation can resolve IP disputes and build up experience among those who may mediate or represent parties in IP mediation in future.
[3] It is a condition of funding under the IPOS EMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement.

Once the parties submitted their dispute to mediation under the World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center), Ms Chiara Accornero, the WIPO Center's representative in Singapore, rendered strong support and timely guidance to the parties. The appointment procedure followed Article 7(a) of the WIPO Mediation Rules. The WIPO Center prepared a shortlist of three possible mediators, taking note of the subject matter of the case and the preference of the parties for a mediator specialised in IP law and of one party for a Mandarin-speaking mediator[4]. The parties ranked the shortlisted names by preference and, based on both parties' rankings, Singaporean mediator, Ms Joyce A. Tan of Joyce A. Tan & Partners LLC, was appointed.

Prior to the mediation, Ms Tan, the mediator, held separate preparatory sessions with each party. Having heard from both sides, she realized that it would be a difficult mediation as there was "a great and apparently unbridgeable distance between them".

The Mediation Process

The mediation was entirely conducted online on the WebEx platform, hosted by the WIPO Center. There were certain challenges associated with the mediation process. First, Ms Tan was acutely sensitive to the possibility of online fatigue from showing up in an all-day online engagement. Accordingly, to address this, she let the parties take turns to come online.

A unique feature of WIPO's online service is a virtual private room, with extended duration availability, which promoted the use of multiple private sessions with the relevant parties. Even though both parties were present throughout the session, the mediation was largely conducted via multiple private sessions with each party, without the presence of the other. The only exceptions were during the opening and closing sessions.

Second, there was a language barrier. The mediation was held in English whilst the parties were more comfortable speaking in Mandarin. The most significant of those barriers were the impasses at pivotal moments which seemed unsurmountable and at one point it appeared that a settlement was out of reach. However, it all boiled down to trusting the mediation process. For Ms Tan, it simply became a matter of not giving up, and "letting hope spring eternal and ceaselessly deploying the imagination to convey an empathetic rhetoric to each party, in eventually finding solutions for a settlement that both sides would be happy with".

The Settlement Agreement

True enough, at 8.30 p.m., after 10 ½ hours of mediation (and a lunch break), both parties came to an amicable solution and signed off on the settlement agreement. Mr Kwek was satisfied with the mediation process, and the support provided by the mediator and the WIPO Center. Notwithstanding the language barrier, the mediation was able to proceed effectively with translation support from parties' counsel. Eley found the pre-mediation session very useful as it saved time at the actual mediation. This was the first time Eley used mediation to resolve a dispute, and it was likely to both use mediation again and recommend it to others.

Mediation as the Way Forward

At the conclusion of yet another successful mediation, we had an opportunity to chat with Ms Tan.

---

[4] Before the shortlist is prepared, parties are able to state their preferences or requirements for a mediator e.g. qualifications, expertise, nationality, languages spoken etc.

Q: How is mediation an appropriate way to address IP disputes?

A: I find that mediation is particularly suited to the resolution of cross-border IP disputes, whether involving parties from different jurisdictions and/or IP existing under the laws of different jurisdictions, as these require the handling of potentially complex legal technicalities, formalities and/or boundaries. Mediation can liberate the parties from having to navigate these commercially artificial barriers and allow them to focus on business-oriented considerations in finding solutions which are meaningful to them in relation to the IP concerned and the marketplace involved.

Q: Are there any particular trends you notice in IP mediation?

A: Anecdotally, I sense a growing amiability towards mediation for the resolution of such disputes, perhaps due to the documented positive experiences of others and the widening awareness and better understanding of mediation for what it is, what it can do and how it works. In a nutshell, mediation can dissolve barriers, be they of a legal, geographical, technical, financial, commercial or formal nature, that can otherwise keep disputants apart or a dispute alive.

Written by Utsav Rakshit, Young IP Mediator
7 December 2020

INTELLECTUAL PROPERTY OFFICE OF SINGAPORE

Mediation Success at IPOS

Suravit Kongmebhol
&
Aftershokz, LLC
[2019] SGIPOS MED 1

	Party	**Party**
Name	Suravit Kongmebhol	Aftershokz, LLC
Nationality / Country of Incorporation	Thailand	United States of America
Representation	That.Legal LLC	(i) Foo & Quek LLC (ii) NLC Law Asia LLC
Lawyers	(i) Mark Teng (ii) Lim Tianjun	(iii) Ng Lip Chih (iv) Alex Goh

Mediation institution	World Intellectual Property Organization Arbitration and Mediation Center (WIPO Center)[1]
Mediator	Joyce A. Tan, of Joyce A. Tan & Partners LLC
Shadow Mediator[2]	Cheryl Lim, of Joyce A. Tan & Partners LLC
Date of Mediation	30 August 2019 to 31 August 2019

Bone conduction technology allows the deaf to hear and swimmers to listen to music underwater. It works by conducting sound through the hearer's bones to the inner ear, in contrast to conventional technology which conducts sound through air. With this promising technology as the backdrop, in 2012, Aftershokz, LLC, a New York company, saw its "AfterShokz" headphones win the Consumer Electronics category in the Wall Street Journal Technology Innovation Awards. In Singapore, however, Mr Suravit Kongmebhol, a Thai citizen and serial businessman, had, in 2017, already registered the mark AfterSHOKZ in respect of headphones, loudspeakers and headsets.

Aftershokz, LLC and Mr Kongmebhol became embroiled in cross-actions at the Intellectual Property Office of Singapore (IPOS). Aftershokz, LLC sought to invalidate Mr Kongmebhol's 2017 registration; while Mr Kongmebhol opposed four trade mark applications involving the marks SHOKZ, OPTISHOKZ and OPTISHOKZ filed by Aftershokz, LLC in 2018.

Mr Kongmebhol, represented by Mr Mark Teng and Mr Lim Tianjun of That.Legal LLC, submitted a unilateral request for mediation to the WIPO Center. This process allows a party to submit a request for mediation while the other party has yet to agree to mediation, and WIPO Center may assist the

[1] The WIPO Center's only office outside Geneva, Switzerland is in Singapore.
[2] It is a condition of funding under the IPOS Enhanced Mediation Promotion Scheme (EMPS) that parties allow a "shadow" mediator to sit in and observe the mediation; or have a co-mediator to assist in the mediation. The objective is to give more exposure on how mediation can resolve IP disputes and build up experience among those who may mediate or represent parties in IP mediation in future.

other party in its consideration of the request for mediation. Aftershokz, LLC, represented by Mr Ng Lip Chih of Foo & Quek LLC and Mr Alex Goh of NLC Law Asia LLC, agreed to mediation.

In accordance with the appointment procedure under Article 7 of the WIPO Mediation Rules, the WIPO Center prepared a shortlist of five possible mediators, taking note of the subject matter of the case and the location of the mediation[3]. In this case, the parties did not exercise their right to rank the shortlisted names by preference[4] and instead requested the WIPO Center to select the mediator. Singaporean mediator, Ms Joyce A. Tan of Joyce A. Tan & Partners LLC, was thus appointed. The parties agreed to extend the scope of the mediation to foreign IP rights as they also had an opposition in Vietnam; and as Mr Kongmebhol and another person also filed trade mark applications for AfterSHOKZ, and for variants of ASHOKZ and SHOKZ in Indonesia, the Philippines, Malaysia and Thailand.

The mediation took place in Singapore on 30 August 2019 at the mediator's office. Mr Kongmebhol and Aftershokz, LLC's representatives flew to Singapore to take part in the mediation. The session started in the morning and the parties reached a win-win outcome after 19.5 hours, ending with a settlement agreement after midnight into the next day. Had the parties decided to fight it out in an adversarial setting, it could have taken about two more years and several-fold costs to file evidence and submissions in five sets of proceedings, and obtain the Registrar's decisions after hearings. This could take even longer in other jurisdictions, and may have resulted in uneven global outcomes in relation to the same or similar marks.

Under IPOS' Enhanced Mediation Promotion Scheme (EMPS)[5], the parties received funding of S$12,000 for this mediation case where the subject matter of mediation additionally involved foreign IP rights. This fully subsidised WIPO Center's administration fee and the mediator's fees and expenses, and partially defrayed the parties' mediation-related lawyer fees and disbursements.

Both parties were very satisfied with the mediation process, and thought that the mediation was effective in resolving their disputes. They were likely to use mediation again, and to recommend mediation to others. Mr Kongmebhol said, "I am very glad that mediation in Singapore has helped us resolve the existing disputes and achieved a win-win outcome for all parties". Aftershokz, LLC's Mr Wan Jingchun, IP Manager and Ms Daisy Gong, IP Consultant commented, "The success of the mediation is very significant to us. Apart from settling existing disputes, the settlement ensured the protection of our company's brand image and the rapid development of our business in Southeast Asia."

This case is only one of others worldwide, where parties with IP issues were able to amicably resolve their differences through mediation. Consider mediation for your IP disputes. Especially with the availability of funding under EMPS, there is little to lose and much to gain.

12 November 2019

[3] Before the shortlist is prepared, parties are generally able to state their preferences or requirements for a mediator e.g. qualifications, expertise, nationality, languages spoken etc. In this case, the parties did not specify any particular preferences.

[4] Nor to delete any candidate's name to whose appointment they object.

[5] It is a condition of funding under the IPOS EMPS that parties agree to named publicity, without the need to disclose specific details of the settlement agreement.