

AMP¹ 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 Mediator²	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