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