

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 Mediator²	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.

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 ThatLegal 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