

The Singapore Mediation Convention and the Philippines

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On 7 August 2019, the Philippines, through Department of Justice Secretary Menardo I. Guevarra, signed the "United Nations Convention on International Settlement Agreements Resulting from Mediation" (the "**Singapore Mediation Convention**" or the "**Convention**"). Domestic arbitral institutions such as the Philippine Dispute Resolution Center, Inc., have lauded the Philippines' act of signing the Singapore Mediation Convention, stating that this will "*pave the way for the cross-border enforcement of international commercial settlement agreements that result from mediation*", and "*facilitate the enforcement in Convention countries of settlements mediated in the Philippines*".

The Singapore Mediation Convention

The Singapore Mediation Convention provides a process which aims to facilitate and expedite the enforcement of settlement agreements resulting from the successful mediation of international commercial disputes in States that accede to or ratify this Convention.

Under the Convention, a State Party agrees to enforce a settlement agreement in accordance with its rules of procedure, and under the conditions provided in this Convention. In this regard, where relief is sought, a party relying on a settlement agreement must supply the signed agreement to the competent authority of the

State with evidence that this agreement resulted from mediation. The State's competent authority shall then consider whether to grant the relief sought, or refuse to do so on grounds such as:

1. the incapacity of a party to the agreement;
2. that the agreement is null and void, or is not binding or final according to its terms;
3. that the agreement has been subsequently modified;
4. that the obligations in the agreement have been performed, or are not clear or comprehensible;
5. where the grant of relief would be contrary to the public policy of the State Party where relief is sought; and
6. where the subject matter of the dispute is not capable of settlement by mediation under the law of the State Party where relief is sought.

The Singapore Mediation Convention was opened for signature by all States on 7 August 2019 in Singapore, and is subject to ratification, acceptance, or approval by the signatories. However, despite signing the Singapore Mediation Convention, the Philippines has yet to ratify this, and thus the Convention has not yet entered into force in the Philippines.

Enforcement under Existing Philippine Laws

That said, Philippine laws already provide a mechanism by which settlement agreements resulting from mediation may be enforced. Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004" ("**ADR Act**"), provides that if a dispute is successfully resolved through mediation, a mediated settlement agreement should be prepared and signed by the parties, with the assistance of counsel (if any). The ADR Act directs the parties to make adequate provisions in the agreement for the contingency of breach to avoid conflicting interpretations.

In turn, A.M. No. 07-11-08-SC, otherwise known as the "Special Rules of Court on Alternative Dispute Resolution" ("**ADR Rules**"), sets out the procedural rules by which mediated settlement agreements may be enforced through the courts in the event that these agreements are breached by the parties.

In particular, parties to a mediated settlement agreement may deposit a copy of their agreement with the Clerk of Court of the Regional Trial Court ("**RTC**") where the principal place of business of any of the parties is located, or where any individual who is a party to that agreement resides, or in the National Capital Judicial Region. In the event of a breach, the following procedure applies:

1. Any of the parties to the agreement may file a verified petition for enforcement with the RTC where the agreement was deposited.
2. The adverse party would then have 15 days from receipt of service of the petition within which to oppose this by submitting written proof of compliance with the mediated settlement agreement or such other defenses it may have.
3. RTC will then conduct a summary hearing either enforcing the mediated settlement agreement, or dismissing the petition should it find that the agreement is invalid or if it finds merit in the defenses raised by the adverse party.

Further updates shall be posted here once the Philippines ratifies the Singapore Mediation Convention, or upon the enactment or issuance of domestic laws or rules implementing the provisions of the Convention.

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Contact



Jess Raymund M. Lopez
Partner, Philippines

T +63 2 88940377 to 79
jrmlopez@cagatlaw.com

Please feel free to contact the editorial team of *Arbitration Asia* at arbitrationasia@rajahtannasia.com.

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