

IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE

PRACTICE DIRECTIONS

AMENDMENT NO. 3 OF 2017

It is hereby notified for general information that, with effect from 1st September 2017, the State Courts Practice Directions will be amended as follows:

- (a) the existing Practice Direction 35 will be deleted and replaced by the following Practice Direction:

New Practice Direction 35

- (b) the existing Form 7 will be deleted and replaced by the following Form:

New Form 7

2. These amendments serve to include the Law Society Mediation Scheme and mediation at the Singapore International Mediation Centre as additional ADR options for parties in a civil action.

Dated this 15th day of August 2017.



JENNIFER MARIE
REGISTRAR
STATE COURTS

PART VI: ALTERNATIVE DISPUTE RESOLUTION

35. Overview of Alternative Dispute Resolution (ADR) for civil cases

- (1) This Part of the Practice Directions focuses on ADR for civil disputes only.
- (2) ADR should be considered at the earliest possible stage. Court-sponsored ADR services give the parties the opportunity to resolve their disputes faster and more cheaply compared to litigation. These services are collectively termed “Court Dispute Resolution” (CDR) and, subject to the exception stated in paragraph (7), are provided by the Court for free. CDR sessions are convened under Order 34A of the Rules of Court (Cap. 322 R 5), which empowers the Court to convene pre-trial conferences for the purpose of the “just, expeditious and economical disposal of the cause or matter”.
- (3) In addition to CDR sessions provided by the Courts, the Courts also encourage parties to consider using other ADR procedures, including the following:
 - (a) Mediation at the Singapore Mediation Centre or Singapore International Mediation Centre;
 - (b) Mediation under the Law Society Mediation Scheme and/or Arbitration under the Law Society Arbitration Scheme; and
 - (c) Mediation and/or Arbitration by private service providers.

Processes used for Court Dispute Resolution sessions

- (4) CDR is provided by the State Courts Centre for Dispute Resolution. There are 2 processes used —
 - (a) Mediation; and
 - (b) Neutral Evaluation.

(Solicitors may refer to the State Courts’ website at <http://www.statecourts.gov.sg> for more information on these processes.)
- (5) CDR sessions are conducted on a “without prejudice” basis. All communications at CDR sessions, except terms of settlement or directions given for trial, are confidential pursuant to Order 34A Rule 7 of the Rules of Court, and shall not be disclosed in any court document or at any court hearing.

- (6) If the parties are unable to resolve their dispute at the CDR session, the Judge will give the necessary directions for the action to proceed to trial. The action will be tried by another Judge other than the Judge conducting the CDR session.
- (7) CDR sessions are provided by the State Courts Centre for Dispute Resolution without any fee, with the following exception set out in Order 90A Rule 5A of the Rules of Court (Cap. 322 R 5):

“(1) Subject to this Rule, a fee of \$250 is payable by each party in a case in a District Court (regardless of whether the case is commenced before, on or after 1 May 2015) for all Court ADR services that are provided in the case.

(2) The Court ADR fee is payable when the first Court ADR service to be provided in the case, pursuant to either of the following, is fixed:

- (a) a request made on or after 1 May 2015 for the Court ADR service by any party in the case;*
- (b) a referral on or after 1 May 2015 by the Court or the Registrar.*

(3) No Court ADR fee is payable in any of the following actions:

- (a) any non-injury motor accident action (as defined in Order 59 Appendix 2 Part V);*
- (b) any action for damages for death or personal injuries;*
- (c) any action under the Protection from Harassment Act 2014 (Act 17 of 2014).*

(4) The Registrar may, in any case, waive or defer the payment of the whole or any part of the Court ADR fee on such terms and conditions as the Registrar deems fit.”

- (8) Each party who has requested for CDR or has been referred for CDR pursuant to Order 90A Rule 5A shall pay the fee of \$250 before proceeding for the scheduled CDR session. Details concerning the payment of these fees are provided in the relevant correspondence by the State Courts to the parties.

Presumption of ADR for all cases

- (9) A “presumption of Alternative Dispute Resolution” applies to all civil cases. The Court encourages parties to consider ADR options as a “first stop”, at the earliest possible stage. The Court will, as a matter of course, refer appropriate matters to ADR.

Presumption of ADR for non-injury motor accident (NIMA) claims, personal injury claims and medical negligence claims

- (10) The following cases will be fixed for CDR:
- (a) all non-injury motor accident (NIMA), personal injury cases and actions arising out of an alleged negligent act or omission in the course of medical or dental treatment (“medical negligence claims”) that are filed in the Magistrate's Court and the District Court; and
 - (b) all motor accident cases (whether or not involving any claim for personal injuries) and actions for personal injuries arising out of an industrial accident that are commenced in the High Court on or after 1st December 2016 and transferred to the District Court (referral to NIMA and personal injury cases would include these cases).

The Court will send a notice to the solicitors fixing the date of the first CDR session within 8 weeks of the filing of the memorandum of appearance.

- (11) The procedure and protocols set out in Practice Directions 37 (Non-injury Motor Accident (NIMA) Claims) and 38 (Personal Injury Claims) shall apply, as appropriate, to NIMA and personal injury claims, respectively.
- (12) The procedure and protocols set out in Practice Direction 39 (Medical Negligence Claims) shall apply, as appropriate, to medical negligence claims.

Presumption of ADR for other cases (excluding NIMA, personal injury and medical negligence cases):

A. Cases that are subject to the simplified process under Order 108 of the Rules of Court (Magistrate’s Court cases filed on or after 1st November 2014 and by consent, District Court cases filed on or after 1st November 2014)

- (13) All cases commenced by writ on or after 1st November 2014 in a Magistrate’s Court and any case commenced by writ on or after 1st November 2014 in a District Court (where parties have filed their consent in Form 233 of Appendix A of the Rules of Court for Order 108 to apply) will be subject to the simplified process under Order 108 of the Rules of Court (Cap. 322, R 5).
- (14) The Court will convene a case management conference within 50 days of the filing of the Defence pursuant to Order 108 Rule 3 of the Rules of Court. At the case

management conference, the Court may refer cases for the most appropriate mode of ADR, where —

“(a) *the parties consent to the case being referred for resolution by the ADR process;*
or

(b) *the Court is of the view that doing so would facilitate the resolution of the dispute between the parties.*”

(15) Practice Direction 20 (Case management conference [CMC]) sets out details of the case management conference.

B. Cases that are not subject to the simplified process

(16) In all other cases commenced in a Magistrate’s Court before 1st November 2014, and all cases commenced in a District Court on or after 1st April 2014, the Court will fix a Pre-Trial Conference (PTC) within 4 months after the filing of the writ if —

(a) the Defence has been filed;

(b) no summons for directions or application for summary judgment, striking out, stay, transfer or consolidation of proceedings has been taken out for the case; and

(c) no CDR session has been fixed.

(17) Such cases shall be automatically referred by the Court for the most appropriate mode of ADR during the PTC, unless the parties opt out of ADR.

(18) The procedure for referral to these ADR options is set out in Practice Direction 36 (Mode of referral to ADR etc.).

Request for CDR:

A. NIMA, personal injury and medical negligence cases

(19) A Request for CDR is not required to be filed for all NIMA, personal injury and medical negligence claims as the parties are automatically notified by the Court to attend CDR.

B. Cases subject to the simplified process in Order 108 (excluding NIMA, personal injury and medical negligence claims)

(20) For all cases commenced by writ on or after 1st November 2014 in a Magistrate’s Court, parties are not required to file a Request for CDR as the Court will deal with matters

concerning ADR at the case management conference. Further details are set out in Part III of these Practice Directions.

C. *Cases that are not subject to the simplified process (excluding NIMA, personal injury and medical negligence claims)*

- (21) For all such cases commenced before 1st November 2014 in a Magistrate's Court, and all cases commenced in a District Court, parties are not required to file a Request for CDR as the Court will refer the appropriate cases for CDR during PTCs or summonses for directions. A Request for CDR may be filed via the Electronic Filing Service when the parties wish to attempt CDR at an earlier stage.

Request for Skype Mediation

- (22) Parties can request for mediation to be conducted in the State Courts Centre for Dispute Resolution with one party appearing via Skype if the following requirements are satisfied namely:
- (a) the overseas party satisfies either of the following criteria:
 - (i) the overseas party (not being a corporation) is unable to travel to Singapore on certified medical grounds, or provides other evidence of inability to travel to Singapore for mediation; or
 - (ii) the overseas party is a foreign incorporated company with no local presence and/or representative;
 - (b) the party in Singapore consents to the application for mediation via Skype; and
 - (c) the overseas party is represented by solicitors in Singapore.
- (23) A request for Skype mediation must be made by filing a Request for CDR via the Electronic Filing Service, and annexing a Request for Skype Mediation (Form 8 in Appendix A to these Practice Directions) and relevant supporting documents in PDF format via the "paper clip" feature embedded in the Request for CDR.
- (24) Both Part A and Part B of the Request for Skype Mediation have to be completed and endorsed by the relevant parties at the time of filing.
- (25) Skype mediation proceedings or any part thereof shall not be recorded on video, audio or any other form. The attention of parties is also drawn to Order 38A Rule 4 of the Rules of Court.

Request for adjournment of CDR session

- (26) A dedicated time slot is set aside for each CDR session. In order to minimise wastage of time and resources, any request for adjournment of a CDR session shall be made early. A request to adjourn a CDR session —
- (a) for NIMA and personal injury claims shall be made *not less than 2 working days* before the date of CDR; and
 - (b) for other cases shall be made *not less than 7 working days* before the date of CDR.
- (27) A request for an adjournment of a CDR session shall be made only by filing a “Request for Refixing/Vacation of Hearing Dates” via the Electronic Filing Service. The applicant shall obtain the consent of the other parties to the adjournment, and list the dates that are unsuitable for all the parties.

Sanctions for failure to make early request for adjournment, lateness or absence

- (28) Where any party is absent without valid reason for the CDR session, the Court may exercise its powers under Order 34A Rule 6 of the Rules of Court to “*dismiss such action or proceedings or strike out the defence or counterclaim or enter judgment or make such order as it thinks fit*”.
- (29) Where any party is late for the CDR session, this conduct may be taken into account by the Court when making subsequent costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court, which states —

“The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties’ conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution.”

Form 7

ALTERNATIVE DISPUTE RESOLUTION (ADR) FORM

*The State Courts regard Alternative Dispute Resolution (ADR) as the **first stop of a court process**. ADR is crucial in the cost-effective and amicable resolution of disputes. Early identification of cases is essential to help the parties save costs and improve settlement prospects. To assist in this regard, this Form should be completed by you and your client before the following hearings:*

- (a) *Case Management Conference, for MC writs filed on or after 1st November 2014 and by consent, DC writs (pursuant to Order 108 of the Rules of Court and Practice Direction 20);*
- (b) *Pre-Trial Conference called pursuant to Practice Direction 36 (which PTC will be called in respect of MC writs filed before 1st November 2014 and all DC writs filed on or after 1st April 2014); or*
- (c) *any Summons for Directions that is filed (pursuant to Practice Direction 26).*

Information concerning ADR is provided on the second page of this Form.

This section is to be completed by solicitors

Case details	MC/DC* _____ / _____(year)		SUM _____ / _____ (year)	
Number of witnesses	Plaintiff		Defendant	
Nature of claim	Tort	Defamation / Medical Negligence*		
	Contract	Construction / Renovation / Supply of Goods & Services*		
	Others (Specify)			

Signature of solicitor

Name of solicitor for Plaintiff/Defendant*:

Law Firm:

Date:

**delete where inapplicable*

This section is to be read by your client

What are my ADR options?

The State Courts Centre for Dispute Resolution provides ADR services such as **mediation** and **neutral evaluation**. Mediation services are also provided by the Singapore Mediation Centre (<http://www.mediation.com.sg>) and the Singapore International Mediation Centre (<http://www.simc.com.sg>). The Law Society of Singapore also provides **arbitration** and **mediation** as an ADR service.

Mediation is a process in which a mediator (i.e. a neutral third party) helps you and the other party negotiate for a settlement of your dispute. The mediator does not focus on who is at fault for the dispute. Instead, the mediator will help you and the other side discuss and reach a solution that will meet the concerns of both parties. Apart from mediation in the State Courts Centre for Dispute Resolution, the Law Society also provides mediation services under the Law Society Mediation Scheme (LSMS) as a quick, cost-effective and user-friendly way to resolve civil disputes without having to commence or continue with litigation or arbitration. More details of this scheme may be found at <http://www.lawsociety.org.sg/For-Public/Dispute-Resolution-Schemes/Mediation-Scheme>.

Neutral Evaluation (NE) involves an early assessment of the merits of the case by a judge in the State Courts Centre for Dispute Resolution. Parties' lawyers will present the case to the judge, who will review the evidence and provide an evaluation based on the merits of the case. The evaluation can be binding or non-binding, depending on what the parties want.

More information on mediation and neutral evaluation may be found at <http://www.statecourts.gov.sg> under "Interested in Mediation/ADR".

In **arbitration**, there will be a determination of who is at fault. However, the decision is made by a private individual, the arbitrator, instead of a judge. The Law Society Arbitration Scheme (LSAS) is provided by the Law Society of Singapore for parties to resolve their dispute through arbitration in a speedy and cost-effective way. More information concerning fees and details of the scheme can be found at <http://www.lawsociety.org.sg/For-Public/Dispute-Resolution-Schemes/Arbitration-Scheme>.

Which ADR option should I choose?

You should choose the ADR option that best addresses your needs. Most litigants are concerned about issues such as legal costs, duration of the litigation process, confidentiality and whether they have control over the outcome of the case. Some other concerns may include the desire to preserve the relationship with the other party, discomfort over the formal proceedings and a need to be vindicated. Generally, mediation is an ADR option that addresses most of these concerns.

However, you may consider other ADR options if you have unique considerations. To help you decide the best ADR option for you, we have provided a diagram on page (iii) highlighting the features of each option. Your solicitor will also be able to advise you on the pros and cons of each ADR option.

Which option should I use to resolve my dispute?

I want to control how the dispute should be resolved

I want someone else to decide on the outcome of the dispute

Mediation

Low cost
Fast
User-friendly
Confidential and without prejudice
Preserves relationships
Can achieve win-win solutions
But ...
No guaranteed outcome

Neutral Evaluation

Benefit of an opinion by a Judge on your likely chances of success
Low cost (but may involve more costs compared to mediation)
Fast (but may involve more time compared to mediation)
Confidential
But ..
No guaranteed outcome

Arbitration

A binding decision by an arbitrator
Allows for privacy and confidentiality
Simplified procedure
But ...
More expensive than mediation
(Arbitration can be suitable for tenancy / construction disputes but not economical for complicated matters involving modest claims)
More time consuming than mediation
Limited avenues of appeal

Trial

Adjudication of the case by a Judge
Public vindication
Avenues of appeal
But ...
Costly
Time-consuming
Highly stressful
Win-lose outcomes
Likely destructive impact on relationships

Not Settled

Settled

Proceed for trial / arbitration

Dispute resolved

This section is to be completed by your client

FOR MAGISTRATE'S COURT CASES ONLY

1. This is to certify that my solicitor has explained to me the available Alternative Dispute Resolution (ADR) services, and I am aware of the benefits of settling my case by ADR.
2. I have been advised and understand that the Judge may take the view that ADR is suitable for my case, and that any unreasonable refusal on my part to resolve this matter via mediation or other means of ADR may then expose me to adverse costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court as set out below:

Order 59 Rule 5(1)(c)

“The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution.”

3. For a case commenced by writ on or after 1st November 2014 before a Magistrate's Court:
I have been advised and understand that my case may be referred for ADR under Order 108 Rule 3(3) of the Rules of Court as set out below:

Order 108 Rule 3(3)

“The Court may make an order directing that a case be referred for resolution by an ADR process if

- (a) the parties consent to the case being referred for resolution by the ADR process; or*
- (b) the Court is of the view that doing so would facilitate the resolution of the dispute between the parties.”*

4. My decision concerning ADR is as follows:-

(Tick the relevant boxes)

I wish to opt out from ADR for the following reasons:-

I have already attempted ADR i.e. _____

The dispute involves a question of law / To establish legal precedence.

Other good reasons i.e. _____

(Note: Your view that the other party has a weak case is not considered a good reason)

I would like to be referred for the following ADR service(s):-

(Note: you may tick more than one type of ADR service.)

- Mediation at State Courts Centre for Dispute Resolution (SCCDDR)
- Neutral Evaluation at State Courts Centre for Dispute Resolution (SCCDDR)
- Mediation at Singapore Mediation Centre (SMC) / Singapore International Mediation Centre (SIMC)
- Mediation under Law Society Mediation Scheme (LSMS)
- Arbitration under Law Society Arbitration Scheme (LSAS)
- Others: (Please specify) _____

Signature of Plaintiff/Defendant*

Name:

Date:

** Delete where inapplicable*

This section is to be completed by your client

FOR DISTRICT COURT CASES ONLY

1. This is to certify that my solicitor has explained to me the available Alternative Dispute Resolution (ADR) services, and I am aware of the benefits of settling my case by ADR.
2. I have been advised and understand that my case will be referred for ADR unless any of the parties opt out of ADR.
3. I have been advised and understand that the Judge may take the view that ADR is suitable for my case, and that any unreasonable refusal on my part to resolve this matter via mediation or other means of ADR may then expose me to adverse costs orders pursuant to Order 59 Rule 5(1)(c) of the Rules of Court as set out below:

Order 59 Rule 5(1)(c)

“The Court in exercising its discretion as to costs shall, to such extent, if any, as may be appropriate in the circumstances, take into account the parties' conduct in relation to any attempt at resolving the cause or matter by mediation or any other means of dispute resolution.”

4. My decision concerning ADR is as follows:

(Tick the relevant boxes)

- I wish to opt out from ADR.

Reason(s): _____

- I would like to be referred for the following ADR service(s):-

(Note: You may tick more than one type of ADR service)

- Mediation at State Courts Centre for Dispute Resolution (SCCDR)

I am aware that each party in this case is required to pay Court ADR fees of \$250 in accordance with Order 90A rule 5A of the Rules of Court (except for non-injury motor accident actions, any action for damages for death or personal injury and any action under the Protection from Harassment Act 2014).

- Neutral Evaluation at State Courts Centre for Dispute Resolution (SCCDR)

I am aware that each party in this case is required to pay Court ADR fees of \$250 in accordance with Order 90A rule 5A of the Rules of Court (except for non-injury motor accident actions, any action for damages for death or personal injury and any action under the Protection from Harassment Act 2014).

- Mediation at Singapore Mediation Centre (SMC) / Singapore International Mediation Centre (SIMC)

- Mediation under Law Society Mediation Scheme (LSMS)

Arbitration under Law Society Arbitration Scheme (LSAS)

Others: (Please specify) _____

Signature of Plaintiff/Defendant*

Name:

Date:

**Delete where inapplicable*