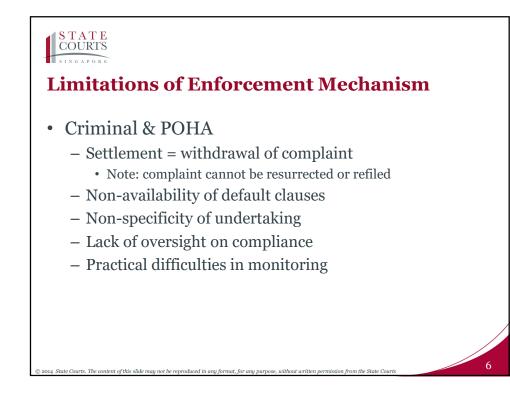
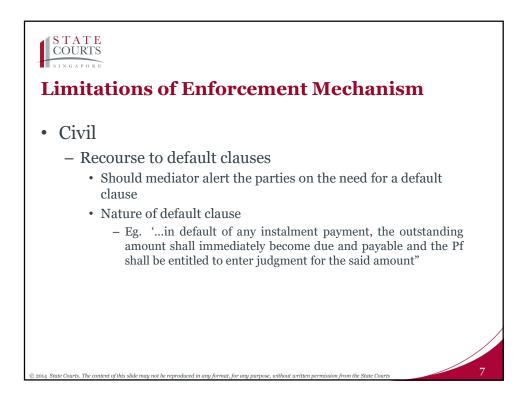


Effects of settlement is binding on parties and must be carried out according to its terms *Jonathan Lock Han Chng v Goh Jessiline* [2007] SGCA 56; [2008] 2 SLR (R) 455



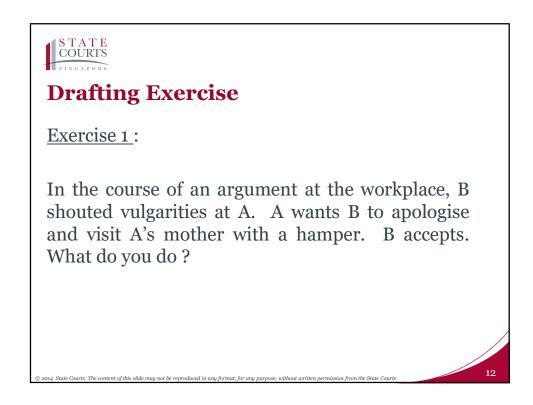












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Drafting Exercise

Exercise 3 :

Socialite Coco was an popular social blogger hugely endorsed by sponsorship. Socialite Chanel, being less popular, was resentful and jealous. A keyboard war of words ensued on social media. Each alleged the other to be leading a permissive lifestyle and having 'fake' body parts. The vitriol extended to their families. Coco suffered a dent in her popularity and a consequential pullout by her sponsors. The dispute escalated from the blogosphere into the courtroom. After a successful mediation, both ladies agreed to a ceasefire on the social postings. Each respective party demanded a show of contrition and sincerity from the other. In addition, Coco wants to be compensated for her loss of endorsements. How do you structure the agreement ?

-				
	Drafting Exercise 3 :: SAMPLE			
	IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE			
	DC 999/2017 Between			
	Coco			
	(NRIC No) Plaintiff			
	And			
	Chanel			
	(NRIC No)Defendant			
	SETTLEMENT AGREEMENT			
	By consent and in full and final settlement of both claim and counterclaim, both parties hereby agree as follows —			
	 Both parties shall apologise to each other in the presence of the mediator for the distress and anxiety which resulted from their postings on the internet; 			
	 Both parties shall within 7 days from today, undertake to remove each and every 			
	of the statements, blogs, photographs, articles, comments, posted on the internet concerning each other and their respective family members;			
	 Both parties shall hereafter, whether by herself or through any other person, refrain from ever again posting any statement, blog, photograph, article, comment, whatsoever, whether on the internet or otherwise, concerning each other and their respective family members; 			

	(NRIC No.)	Defendant		
	SETTLEMENT AGREEMENT By consent and in full and final settlement of both claim and counterclaim, both parties hereby agree as follows — 1. Both parties shall apologise to each other in the presence of the mediator for the distress and anxiety which resulted from their postings on the internet;			
1.				
2.		s from today, undertake to remove each and every graphs, articles, comments, posted on the internet r respective family members;		
3.	refrain from ever again pos	whether by herself or through any other person, ting any statement, blog, photograph, article, r on the internet or otherwise, concerning each by members;		
4.	Both parties shall not voluntari with each other, whether direct	lly engage in any more correspondence or contact ly or indirectly;		
5.	5. The Defendant shall pay to the Plaintiff the sum of \$20,000 by 4 monthly instalments of \$5000 each, to her UOB A/C No.XXX, with effect from the middle of the month (15 September 2017) and thereafter in the middle of each subsequent month till 15 December 2017. In the event of a default, the outstanding amount shall become due and payable forthwith.			
6.	Each party shall bear its own co	osts.		
	Signed on 14 September 2017			
Coco	(NRIC No)	Chanel (NRIC No)		

STATE COURTS SINGAPORE

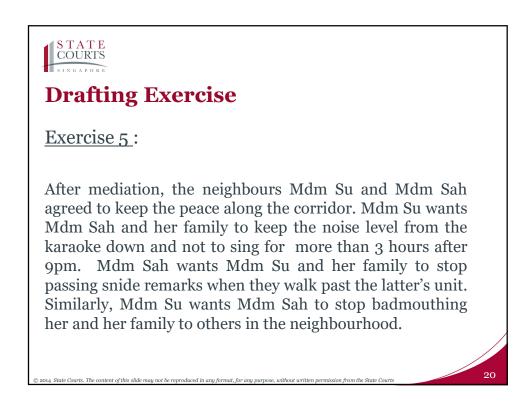
Drafting Exercise

Exercise 4 :

D agrees to pay P \$35,000 in 7 monthly instalments of \$5000 each by way of 7 post-dated cheques by the end of the month. While you respect the parties on what they had agreed upon, without being judgemental and interfering, are there any concerns that the mediator may have ? Discuss.

Drafting Exercise 4 : SAMPLE			
IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE			
MC/MC XXX/2017			
Between			
AAA (NRIC No)Plaintiff And			
BBB (NRIC No) Defendant			
SETTLEMENT AGREEMENT ON 14 SEPTEMBER 2017			
By consent and in full and final settlement of the Plaintiff's claim, the parties hereby agree as follows:			
 The Defendant shall pay to the Plaintiff the sum of \$35,000 ("the debt") by 7 monthly instalments of \$5000 each, commencing on 30 September 2017 and thereafter on the last day of each subsequent month until full payment is made. 			
 The Defendant shall deliver to the Plaintiff by 21 September 2017, 7 post-dated cheques in favour of the Plaintiff for the aforesaid instalment payments. 			
3. If the Defendant should default in the payment of any instalment, the			

BBB (NRIC No) Defendant
SETTLEMENT AGREEMENT ON 14 SEPTEMBER 2017
By consent and in full and final settlement of the Plaintiff's claim, the parties hereby agree as follows:
 The Defendant shall pay to the Plaintiff the sum of \$35,000 ("the debt") by 7 monthly instalments of \$5000 each, commencing on 30 September 2017 and thereafter on the last day of each subsequent month until full payment is made.
2. The Defendant shall deliver to the Plaintiff by 21 September 2017, 7 post-dated cheques in favour of the Plaintiff for the aforesaid instalment payments.
 If the Defendant should default in the payment of any instalment, the debt less any payment or payments made shall immediately become due and payable.
 The Plaintiff shall file the Notice of Discontinuance for MC/MC XXX/2017 within 7 days of receipt of the post-dated cheques from Defendant.
 5. Each party shall bear its own costs. Signed on the 14th day of September 2017 by:
AAA BBB (VRIC Na) (VRIC Na)



IN THE STATE COURTS OF THE REPUBLIC OF SINGAPORE				
PHA-111-2017 & PHA-222-2017				
SETTLEMENT AGREEMENT				
Upon the parties having come to an amicable settlement after mediation by the Court, BY CONSENT				
Mdm Su_(NRIC No) - Complainant				
And				
Mdm Sah (NRIC No) - Respondent				
hereby agree as follows:				
 Both parties shall use their best endeavours to maintain the peace and harmony between them as neighbours.] 				
 Mdm Sah shall undertake to ensure that she and her family refrain from singing karaoke beyond 9 pm for more than <u>3 hours</u>. 				
Both parties undertake to refrain from engaging in any form of activity or communication that would cause distress, anxiety or harassment to each other and their respective families; and				
 Both parties undertake to ensure that they and their respective families do not make any remarks of a derogatory, disparaging or insulting nature with reference to each other's family, 				
whether to third persons, or otherwise.				
5. Should the parties or their family members need to communicate with each other, they shall conduct themselves civilly and respectfully towards each other, in the spirit of cooperation and of keeping the peace between them.				
6. Both parties shall keep the terms of this settlement private and confidential and shall not communicate anything concerning the mediation or terms of settlement to any other person whether orally or in writing or via any social media, except that if asked by anyone about the case. they may only reveal the fact that it has been amicably settled and no more.				

Upon the parties having come to an amicable settlement after mediation by the Court, BY CONSENT					
	Mdm Su_(NRIC No)	-	Complainant	
	And				
	Mdm Sah (NRIC No)	-	Respondent	
here	oy agree as follows:				
 Both parties shall use their best endeavours to maintain the peace and harmony between them as neighbours. 					
Mdm Sah shall undertake to ensure that she and her family refrain from singing karaoke beyond 9 pm for more than 3 hours.					
3	Both parties undertake to refrain from engaging in any form of activity or communication that would cause distress, anxiety or harassment to each other and their respective families; and				
4	 Both parties undertake to ensure that they and their respective families do not make any remarks of a derogatory, disparaging or insulting nature with reference to each other's family, whether to third persons, or otherwise. 				
5	. Should the parties or their fami conduct themselves civilly and and of keeping the peace betw	respectfully towards e			
6	. Both parties shall keep the te communicate anything concern whether orally or in writing or v	ning the mediation or te	erms of settlement t	to any other person	
	case, they may only reveal the				
7	This Agreement is in full and fi incidents in Magistrate's Com undertake to honour and abide	plaints PHA-111-2017	7 & PHA-222-2017		
	Signed	on this 14 th day of Sept	tember 2017 by:		

