

Form 7

COURT DISPUTE RESOLUTION (CDR)/ALTERNATIVE DISPUTE RESOLUTION (ADR) FORM

*The State Courts regard Court Dispute Resolution (CDR) and Alternative Dispute Resolution (ADR) as the **first stop of a court process**. CDR/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 CDR/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 CDR and ADR options?

The State Courts Centre for Dispute Resolution provides CDR services such as **mediation**, **conciliation** 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>.

Conciliation is a process in which a conciliator (i.e. a neutral third party) possessing expertise in the subject matter assists you and the other party to negotiate for a settlement of the dispute. A judge at the State Courts Centre for Dispute Resolution will play a more direct role in the resolution of the dispute and assist parties arrive at an optimal solution by developing and suggesting proposals for the settlement. Ultimately, the decision whether or not to accept the settlement proposal still remains with the parties.

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 choose.

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

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 CDR or ADR option should I choose?

You should choose the CDR or ADR option that best addresses your needs. Most litigants are concerned about issues such as legal costs, the 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 option that addresses most of these concerns.

However, you may consider other CDR/ADR options if you have unique considerations. To help you decide the best 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 CDR/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

Confidential and without prejudice

Can achieve win-win solutions

Preserves relationships

But ...

User-friendly

No guaranteed outcome

Conciliation

Low cost

Fast

Confidential and without prejudice

Can achieve win-win solutions

Preserves relationships

Judge possesses expert knowledge on the subject matter, proposes solutions and guides proceedings

But ...

No guaranteed outcome

Neutral Evaluation

Low cost (but may involve more costs compared to mediation)

Fast (but may involve more time compared to mediation)

Confidential

Benefit of an opinion by a Judge on your likely chances of success

But ...

No guaranteed outcome

Arbitration

Allows for privacy and confidentiality

A binding decision by an arbitrator

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

Public vindication

Adjudication of the case by a Judge

Avenues of appeal

But ...

Costly

Time-consuming

Win-lose outcomes

Likely destructive impact on relationships

Highly stressful

Settled?

Yes

No

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 Court Dispute Resolution (CDR) and Alternative Dispute Resolution (ADR) services, and I am aware of the benefits of settling my case by CDR/ADR.
2. I have been advised and understand that the Judge may take the view that CDR/ADR is suitable for my case, and that any unreasonable refusal on my part to resolve this matter via mediation or other means of CDR/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 CDR/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 CDR/ADR is as follows:-

(Tick the relevant boxes)

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

- I have already attempted CDR/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 CDR/ADR service(s)-

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

- Mediation at State Courts Centre for Dispute Resolution (SCCDDR)
- Conciliation 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 Court Dispute Resolution (CDR) and Alternative Dispute Resolution (ADR) services, and I am aware of the benefits of settling my case by CDR/ADR.
2. I have been advised and understand that my case will be referred for CDR/ADR unless any of the parties opt out of CDR/ADR.
3. I have been advised and understand that the Judge may take the view that CDR/ADR is suitable for my case, and that any unreasonable refusal on my part to resolve this matter via mediation or other means of CDR/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 CDR/ADR is as follows: *(Tick the relevant boxes)*

- I wish to opt out from CDR/ADR.

Reason(s): _____

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

(Note: You may tick more than one type of CDR/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).*

- Conciliation 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.*