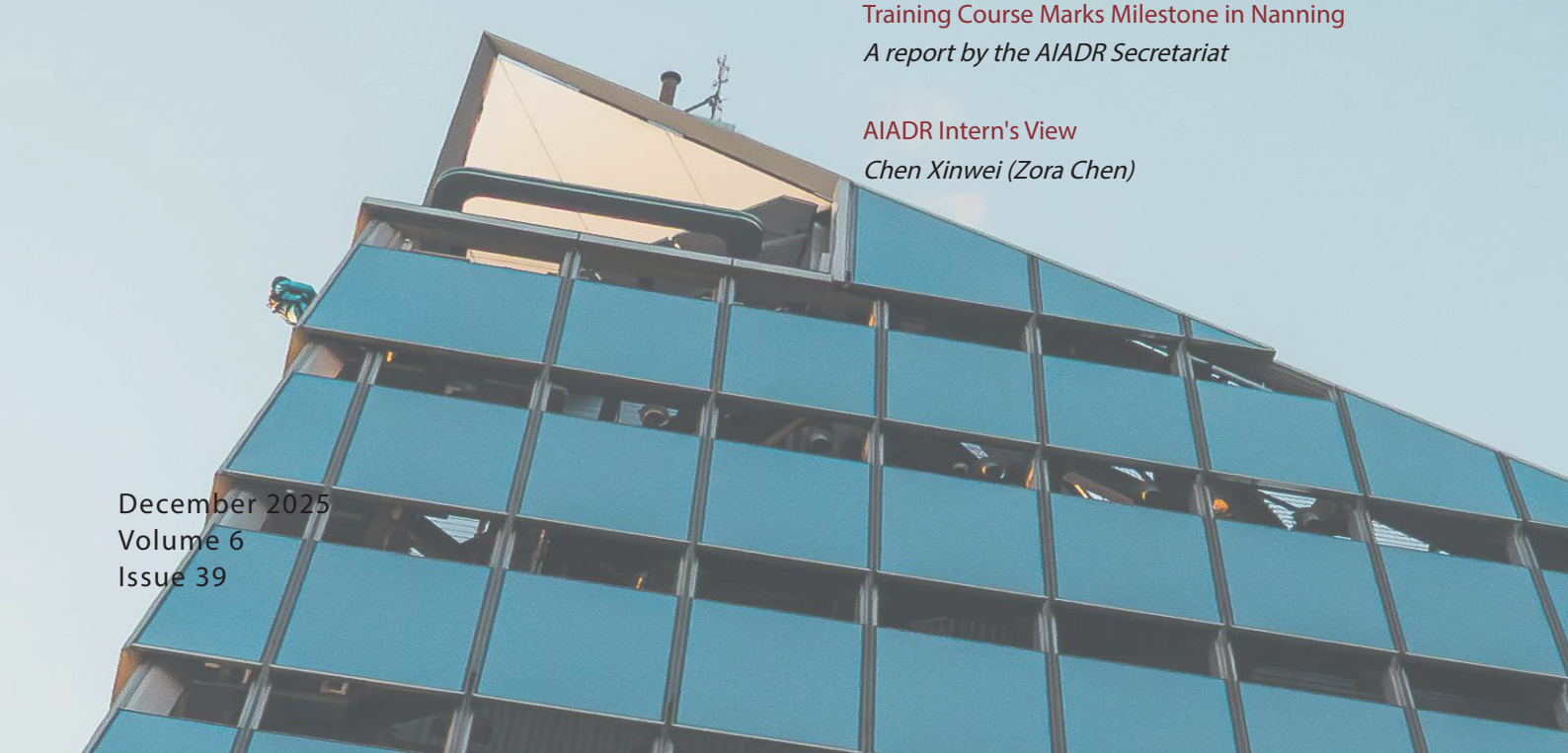
ASIAN INSTITUTE OF ALTERNATIVE DISPUTE RESOLUTION
Delivering Excellence in ADR

# ADR CENTURION

Inside this Issue



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The AIADR shall be a repertoire of global jurisprudence, formed by professional membership, recognized by international institutions, striving for the advancement of alternative dispute resolution methodologies, for amicable conflicts management and effective dispute resolution.

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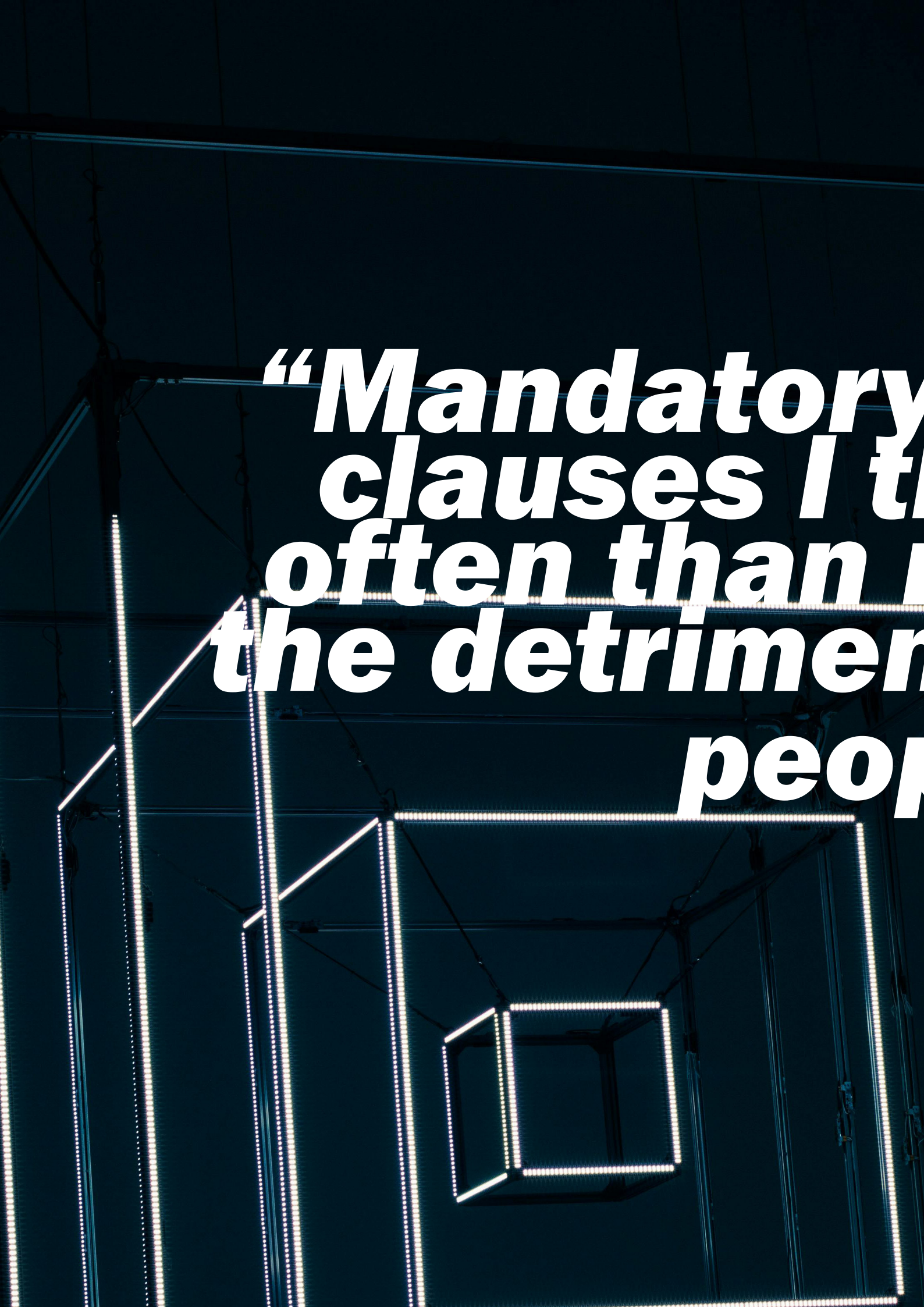
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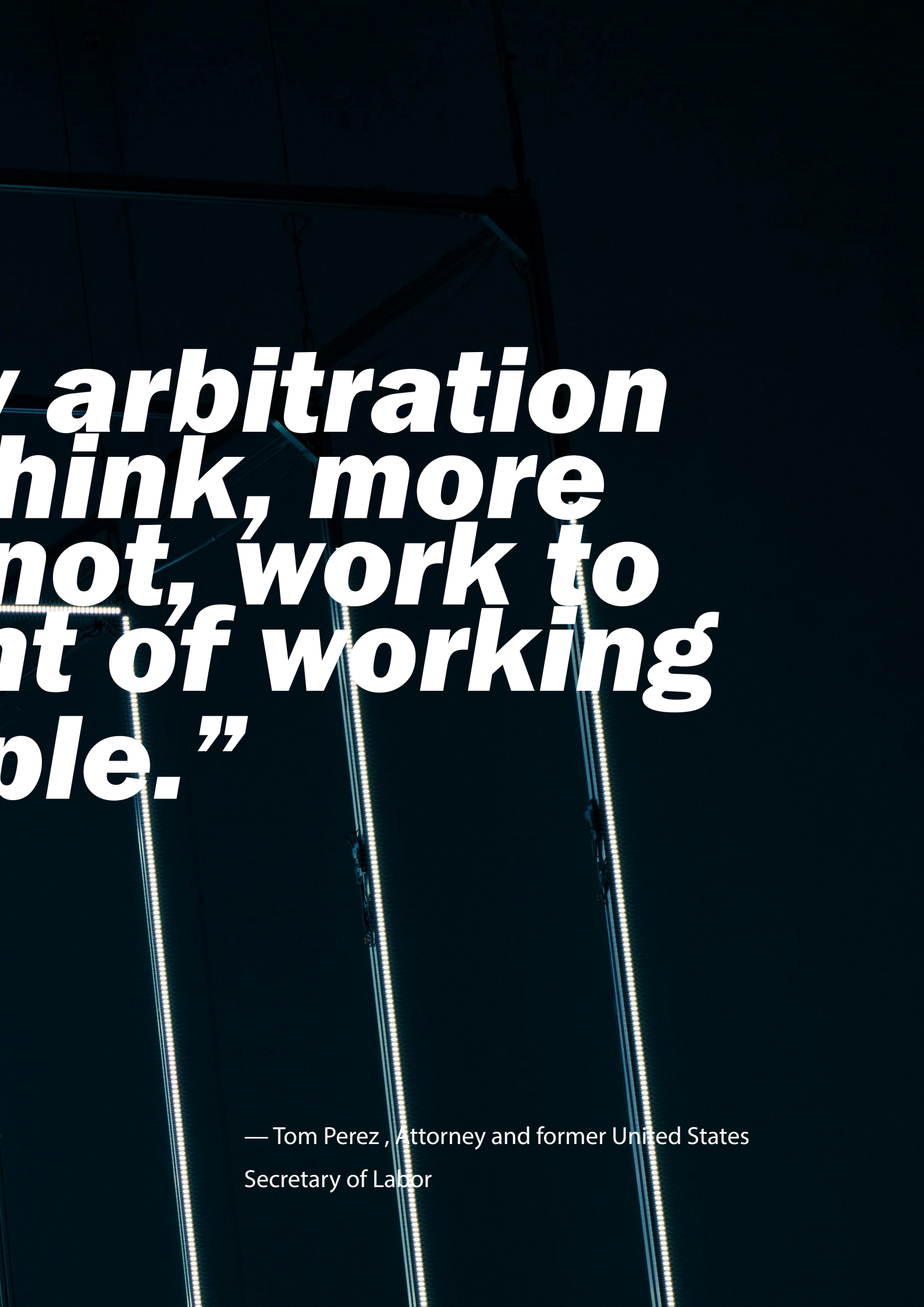


— Tom Perez , Attorney and former United States Secretary of Labor

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# Membership

Collaborate with us!

Members are welcome to reach out to the Secretariat for assistance or collaboration in organizing webinars on ADR topics of their choice. No charges are levied. Do not miss out on this great opportunity to enhance your resume by delivering a webinar for the benefit of other members and the ADR fraternity. Email us to register your interest!

Upgrade Your Membership!

Members can now upgrade their membership level or get accredited as a Certified Practitioner through our fast-track path by virtue of having comparable membership or accreditation from equivalent international ADR organisations (e.g. Chartered Arbitrator with CIArb).

aiadr.membership@aiadr.world


Dear Members,

I am delighted to share with you the 39th Issue of ADR Centurion. AIADR continues to grow steadily, thanks to a wide range of meaningful activities and initiatives. At the outset, I wish to extend my heartfelt gratitude to everyone who has contributed to our mission of building a truly global platform for alternative dispute resolution (ADR).

I am especially thankful to our Governance Council, Office Bearers, committee members, the AIADR Secretariat, partner organizations, esteemed members, and new subscribers for their continued support and commitment to advancing AIADR's objectives. I encourage all of you to stay connected through our social media channels – Facebook, LinkedIn, Twitter, YouTube, and Instagram – where we regularly share updates, insights, and news.

As we look ahead, it is also important to pause and reflect on how far we have come as an institute. I am pleased to take this opportunity to update our members on some of AIADR's recent initiatives. Over the past few months, we have hosted a series of engaging events designed to meet the interests of the ADR community. Whether you are an experienced practitioner or just starting your journey in ADR, these programmes have provided valuable opportunities for learning, networking, and professional growth.

1. First, I am delighted to share that on 13 October 2025, AIADR proudly signed a Memorandum of Understanding (MoU) with Maharashtra National Law University Mumbai (MNLU), a milestone that marks a significant step in strengthening the field of alternative dispute resolution (ADR) across Asia. The MoU was signed by Samrith Kaur, Council Member of AIADR, and Prof. (Dr.) Dilip Ukey, Hon'ble Vice Chancellor of MNLU Mumbai. This collaboration creates a robust framework for knowledge exchange, joint research, and the sharing of best practices between our institutions. Beyond academic collaboration, the partnership opens up opportunities for students and professionals to participate in workshops, training programmes, and practical initiatives designed to enhance their skills, foster critical thinking, and deepen their understanding of dispute resolution processes. By bringing together practitioners, scholars, and students, this partnership encourages dialogue and practical learning, equipping the next generation of ADR professionals with the tools they need to succeed. Such collaborations exemplify AIADR's ongoing commitment to promoting professional excellence, nurturing talent, and fostering a spirit of collaboration within the ADR community.

2. Building on this momentum, AIADR further expanded its international engagement through a collaboration with Hainan University, formalized on 15 October 2025. This MoU reflects AIADR's vision of building meaningful cross-border collaborations to advance ADR education and practice. The agreement sets the stage for the development of joint courses that are practical, timely, and responsive to the evolving needs of both domestic and international participants.

These courses are designed to enhance professional development, provide structured training programmes, and promote knowledge-sharing initiatives that address real-world challenges in dispute resolution. By working together, AIADR and Hainan University aim to equip students and practitioners with practical tools, insights, and analytical skills needed to navigate complex dispute resolution scenarios in an increasingly interconnected and globalized environment. This partnership not only strengthens academic collaboration but also reinforces AIADR's broader mission of making high-quality ADR education accessible, relevant, and globally connected.

3. Shortly thereafter, AIADR participated in the 2025 Hainan Free Trade Port Legal Week, held on 16 October 2025. During this prestigious event, I had the honour of sharing insights at the Seminar on Foreign-Related Legal Services, focusing on international dispute resolution and cross-border legal cooperation. The event provided an invaluable platform for dialogue, learning, and professional exchange, allowing participants to engage with developments in both domestic and international ADR practices. During the visit, AIADR also signed an MoU with the Hainan Mediation Association. This strategic partnership reflects a shared commitment to advancing ADR education and practice in the region. It will enable the development of practical courses, expand the reach of our training and certification programmes, and support the growth of legal and ADR services in Asia. Collaborations such as these demonstrate AIADR's dedication to creating globally connected learning opportunities that respond to the practical and evolving demands of the ADR profession.

4. Further strengthening our international engagement, AIADR had the honour of conducting a training session on 5 November 2025 for a distinguished delegation from the Ministry of Justice, Nanning, China. The delegation included legal professionals, ADR practitioners, and ministry representatives who play an active role in developing and enhancing dispute resolution mechanisms within their sectors. During the session, AIADR delivered a lecture on Online Dispute Resolution (ODR) and International Mediation, highlighting global best practices, the evolving digital landscape of ADR, and the critical role of cross-border collaboration. The session provided a highly interactive platform for participants to exchange ideas, discuss emerging trends, and engage directly with thought leaders in the field. Initiatives like this exemplify AIADR's commitment to strengthening international cooperation and knowledge-sharing, ensuring participants gain practical insights and a deeper understanding of contemporary challenges and innovations in ADR.

Collectively, these milestones reflect AIADR's ongoing mission to advance ADR education, promote professional excellence, and foster international collaboration. Each partnership, training session, and engagement represents a step forward in building a stronger, more globally connected ADR community. They also highlight the strength of our members and partners, whose continued support and active participation enable AIADR to deliver impactful programmes that benefit the profession as a whole.

As we approach the end of 2025, it is inspiring to reflect on how far we have come. AIADR's achievements over the past months are a testament to the collective dedication of our members, partners, and supporters. Each milestone underscores the importance of collaboration, innovation, and engagement in advancing the field of ADR. More importantly, these initiatives reaffirm our commitment to making ADR education and practice more inclusive, globally connected, and responsive to the evolving needs of the profession.

In closing, I would like to extend my sincere gratitude to all our members for your active participation, support, and engagement in AIADR's activities. Your involvement is vital to the success and impact of our initiatives, and we deeply appreciate your dedication. As we look forward to 2026, AIADR remains committed to delivering innovative programmes, fostering strategic collaborations, and creating platforms that enhance learning, professional growth, and global engagement in the field of ADR. Together, we will continue to shape the future of dispute resolution, promoting excellence, innovation, and international cooperation across the region and beyond.

# Is the Arbitrability of a Dispute a Precondition for an Order under Section 11 of the Indian Arbitration Act?

Natasha Singh,

Natasha Singh is a Judicial Clerk at the Supreme Court of India. She has a Bachelor of Arts & Bachelor of Law (Honors) degree from the NALSAR University of Law, Hyderabad, India and graduated from the 2024 Paris Arbitration Academy as the Laureate of the Academy. Natasha has previously interned at UNIDROIT and the Columbia Center on Sustainable Investment. Her writing on arbitration has been featured in the Asian Dispute Review and the Canadian Arbitration and Mediation Journal. She has won multiple arbitration-related awards, including the 2023 HK45 Essay Competition and the American Arbitration Association Diversity

**Part I: Introduction**

The term 'arbitrability' refers to whether a dispute is capable of being settled through arbitration.[1] Though arbitration is a private dispute-resolution mechanism, parties still have to rely on national courts to pass certain orders related to the arbitral proceedings. For instance, a party must apply to a court to recognize and enforce an award in that territory.[2] However, certain disputes are either legislatively and/or judicially categorized as non-arbitrable, and courts decline to pass such orders in these disputes.

One type of order that Indian courts pass in relation to arbitral proceedings is a Section 11 order for the appointment of an arbitrator. Under Section 11 of the Arbitration & Conciliation Act, 1996 ("Arbitration Act"), based on the UNCITRAL Model Law, when either party or the arbitral institution has failed to appoint an arbitrator, the court can intervene and make an appointment[3]. However, it is still unclear what should be done when the appointment of an arbitrator is sought in an non-arbitrable dispute. Should the judiciary defer to the principle of kompetenz-kompetenz and allow the arbitrator to rule on the arbitrability of the dispute? Or should it strike down the proceedings at the first instance?

One type of order that Indian courts pass in relation to arbitral proceedings is a Section 11 order for the appointment of an arbitrator.[3] Under Section 11 of the Arbitration & Conciliation Act, 1996 ("Arbitration Act"), based on the UNCITRAL Model Law, when either party or the arbitral institution has failed to appoint an arbitrator, the court can intervene and make an appointment.[4] However, it is still unclear what should be done when the appointment of an arbitrator is sought in an non-arbitrable dispute. Should the judiciary defer to the principle of kompetenz-kompetenz and allow the arbitrator to rule on the arbitrability of the dispute?

[1]Article II(1), Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, June 10, 1958) 330 UNTS 38.
[2]Arbitration & Conciliation Act, No. 26 of 1996, §47.
[3]Arbitration & Conciliation Act, No. 26 of 1996, §11.
[4]*Id.*

Or should it strike down the proceedings at the first instance?

This article explores whether arbitrability of a dispute is a precondition under Section 11 of the Arbitration Act. Part II of the article discusses the three reasons due to which a dispute may be categorized as non-arbitrable. Part III briefly describes the legislative scheme of Section 11. Part IV discusses whether a Section 11 order can be passed in the three scenarios discussed in the preceding part through an examination of both legislation and caselaw. Part V offers concluding remarks.

**Part II: Defining 'Arbitrability'**

The concept of arbitrability is found in the 1958 New York Convention, to which India is a signatory.[5] Article II(1) provides that Contracting States are obliged to recognize arbitration agreements concerning subject-matters capable of settlement by arbitration.[6] However, Article V(2)(a) allows national courts to resist recognition and enforcement if the subject-matter of the dispute cannot be arbitrated under the law of the country.[7]

The Arbitration Act does not expressly reference arbitrability, but there is an implied recognition of the concept. Section 2(3) of the Arbitration Act provides:

"This Part shall not affect any other law for the time being in force by virtue of which certain disputes may not be submitted to arbitration."

In other words, Section 2(3) makes it clear that if a statute mandates that a dispute must be presented before a certain court, the jurisdiction of the arbitral tribunal is ousted.[8] Like the Model Law paradigm, Section 34(2)(b) and 48(2) of the Arbitration Act allow the non-recognition and enforcement of awards on the basis that the subject matter of the dispute is non-arbitrable.[9] In this way, the concept of arbitrability has been legislatively recognized.[10]

The remaining gaps in the statute have been filled through judicial pronouncements. On the basis of the Arbitration Act and caselaw, it can be seen that a dispute can be non-arbitrable in three ways:

(i) the arbitration agreement does not exist;

(ii) the dispute does not fall within the scope of the arbitration agreement;

(iii) the subject-matter of the dispute is incapable of settlement through arbitration.

Non-Existence of Arbitration Agreement

Naturally, a dispute cannot be referred to arbitration if the agreement between the parties does not contain an arbitration clause. When an arbitration agreement is present between the parties, in order to be binding and enforceable, it must satisfy the statutory requirements of both the Arbitration Act and the Indian Contract Act, 1972.[11]

By way of example, Section 7(3) of the Arbitration Act requires an arbitration agreement to be in writing.[12] In view of the same, the Supreme Court in Kerala State Electricity Board v Kurien E. Kathilal (2018) rebuked the Kerala High Court for referring the parties to arbitration on the basis of their oral consent.[13] When the agreement is invalid under the law governing contracts and/or arbitration agreements, the dispute of the parties is non-arbitrable.

Dispute beyond the Scope of the Arbitration Agreement

Similarly, if two parties have only agreed to submit certain disputes to arbitration, any dispute lying

[5]Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, June 10, 1958) 330 UNTS 38.
[6]Supra note 1.
[7]Article V(2)(a), Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, June 10, 1958) 330 UNTS 38.
[8]Arbitration & Conciliation Act, No. 26 of 1996, §2(3)
[9]Arbitration & Conciliation Act, No. 26 of 1996, §34(2)(b); Arbitration & Conciliation Act, No. 26 of 1996, §48(2)
[10]Supra notes 8 and 9.
[11]Indian Contract Act, 1972.
[12]Arbitration & Conciliation Act, No. 26 of 1996, §7(3)
[13]Kerala State Electricity Board and Anr. v Kurien E. Kathilal and Anr, 2018 AIR SC 1351.

outside this category is non-arbitrable. By way of example, if two parties have concluded three contracts, only one of which is subject to arbitration clause, any dispute arising out of the other two contracts is non-arbitrable. Even within the same contract, if a dispute does not arise out of the legal relationship covered by the arbitration agreement, there can be no binding reference to arbitration.

This is consistent with both Section 7 of the Arbitration Act,[14] as well as the Supreme Court's decisions on this point. In Jagdish Chander v Ramesh Chander and Others (2007), for example, the Supreme Court affirmed that arbitration, being a creature of consent, could not extend to situations where consent had not been given.[15]

Another issue that sometimes comes up is whether a non-party to the agreement is bound by arbitration. Although the jurisprudence on this point is slightly more complex, courts have ultimately abided by the consent-test. For example, in Chloro Controls v Severn Trent Water Purification (2013), the Supreme Court declined to literally interpret the word 'party,' instead examining for 'consent to be bound by arbitration.'[16] As long as this consent was present, a non-party (such as a sister or subsidiary company of a company that was party to the contract) could be referred to arbitration.[17]

Subject-Matter Arbitrability

Certain disputes are non-arbitrable because of their subject matter. Often discussed with reference to their 'subject matter arbitrability,' these disputes must be submitted before domestic courts because of their implications for public policy. Examples include disputes arising out of criminal offences, insolvency proceedings, testamentary matters, and so on. There is extensive Indian jurisprudence on subject matter arbitrability, the most important case being Vidya Drolia v Durga Trading Corporation (2021).[18]

The first Supreme Court judgement to discuss subject matter arbitrability was Natraj Studios (P) Ltd v Navrang Studios & Anr (1981), wherein the Supreme Court dismissed an application to refer a tenancy dispute to arbitration.[19] The Court in Natraj Studios went as far as to hold that the existence of a special statute (the Bombay Rents, Hotel & Lodging Houses Rates Control Act, 1947) [20] extinguished the possibility of arbitrating any and all lease disputes.[21]

When the matter came up once again in Booz Allen & Hamilton Inc v SBI Home Finance Ltd (2011), the Supreme Court reiterated the ratio in Natraj Studios, this time distinguishing rights in rem from rights in personam.[22] When a right in rem (or a right exercisable at large) was in question, the dispute would have to be presented before a public forum, like a court or tribunal. However, when the right was a right in personam, enforceable against specific person(s), arbitration could generally be commenced. The Court also listed the six categories of subject-matter that would make a dispute non-arbitrable: (i) criminal offences; (ii) marriage and divorce; (iii) guardianship; (iv) insolvency and winding up; (v) wills and testaments; and (vi) leases, tenancy, and eviction.[23]

After Booz Hamilton, the jurisprudence of the Supreme Court was somewhat piecemeal, with the Court deciding on the arbitrability only of the particular class of dispute impugned. For example, in Vimal Kishor Shah v Jayesh Dinesh Shah (2016), the Court added a 'seventh' category to the list set out in Booz Hamilton: trust deeds.[24] As the legislature had specifically and exclusively given the powers of the adjudication to the relevant Principal Judge, Civil Court through the Trusts Act, such disputes

[14]Arbitration & Conciliation Act, No. 26 of 1996, §7.
[15]Jagdish Chander v Ramesh Chander and Ors, 2007 5 SCC 719.
[16]Chloro Controls (I) Pvt. Ltd. v Severn Trent Water Purification Inc. and Ors., 2013 1 SCC 641.
[17]Id.
[18]Vidya Drolia and Others v Durga Trading Corporation, 2021 2 SCC 1.
[19]Natraj Studios (P) Ltd v Navrang Studios & Anr, 1981 1 SCC 523.
[20]Bombay Rents, Hotel and Lodging House Rates Control Act, No. 57 of 1947.
[21]*Supra* note 19.
[22]Booz Allen & Hamilton Inc v SBI Home Finance Ltd, 2011 5 SCC 532.
[23]*Id.*
[24]Vimal Kishor Shah v Jayesh Dinesh Shah, 2016 SCC OnLine SC 825.

could not be submitted to arbitration.[25] Similarly, A. Ayyasamy v A. Paramasivam (2016)[26] and Emaar MGF Land Limited v Aftab Singh (2019)[27] respectively held that disputes involving serious allegations of fraud and the rights of consumers were non-arbitrable.

Finally, in Vidya Drolia v Durga Trading Corporation (2019), a two-judge bench was confronted with the issue of subject matter arbitrability. The issue was referred to a larger bench for an in-depth analysis.[28] The Vidya Drolia case furnished a universal, four-pronged test to decide on the arbitrability, creating an authoritative precedent on the issue.[29] The test stipulated that a dispute could not be arbitrated if any one of the following conditions was satisfied:

(i) it pertained to an action in rem, and no subordinate action in personam arose out of the same;

(ii) the adjudication would touch the rights of third parties, who were not party to the arbitration (i.e., it would have an erga omnes effect)

(iii) it involved sovereign or inalienable functions of the State; and/or

(iv) the jurisdiction of the tribunal was expressly or impliedly displaced by a law in force.

**Part III: The Scheme of Section 11**

As discussed before, Section 11 provides for the appointment of arbitrators. The parties may select a procedure to appoint the arbitrators themselves; failing this, the appointment may be made by an arbitral institution, or more commonly, by the court to which the Section 11 application is made.[30]

Before the 2015 Amendment to the Arbitration Act, the scope of judiciary enquiry in a Section 11 application was guided by the ratio in National Insurance Co. Ltd. v Boghara Polyfab (2009).[31] As per National Insurance, there were three categories of issues involved in a Section 11 application.

1. Issues the court must decide:
   - If the appropriate forum had been selected for the application;
   - If there was an arbitration agreement;
   - If the applicant was party to this arbitration agreement.
2. Issues the court may decide:
   - If the claim is dead or live;
   - If the parties have either expressly or impliedly settled the dispute.
3. Issues the court had to leave for the adjudication of the arbitral tribunal
   - If the dispute was covered by the arbitration agreement;
   - The merits of the dispute.

The legislature felt that there was judicial overreach insofar that Section 11 applications were concerned. Specifically, the courts were going beyond the mandate of the law to decide on certain preliminary issues as well. This meant increased judicial interference, which inhibited speedy arbitration. Based on the Law Commission's 246th Report,[32] the legislature inserted Section 11(6A) into the Act.[33] This provision stipulated that while the court was appointing an arbitrator, it had to "confine the examination to the existence of an arbitration agreement."[34]

However, much confusion was caused by the term 'existence.' After another High Level Committee convened to examine the Arbitration Act,[35] it was amended again in 2019.[36] The 2019 Amendment repealed Section 11(6A), though this is yet to be given effect. This means that scope of judicial enquiry under Section 11 is governed by judicial precedent.

[25]Id.
[26]A. Ayyasamy v A. Paramasivam, 2016 10 SCC 386.
[27]Emaar MGF Land Limited v Aftab Singh, 2019 12 SCC 751.
[28]Vidya Drolia v Durga Trading Corporation, 2019 AIR SC 3498.
[29]Supra note 17.
[30]Supra note 2.
[31]National Insurance Co. Ltd. v Boghara Polyfab, 2009 1 SCC 267.
[32]246th Report on Amendments to the Arbitration and Conciliation Act, 1996, Law Commission of India (August 2014
[33]Arbitration and Conciliation (Amendment) Act, No. 3 of 2016.
[34]Arbitration and Conciliation (Amendment) Act, No. 33 of 2019, §11(6A)
[35]Report of the High Level Committee to Review the Institutionalisation of Arbitration Mechanism in India (HLC Report), Ministry of Law and Justice, Government of India (2017).
[36]Arbitration and Conciliation (Amendment) Act, No. 33 of 2019

**Part IV: Section 11 Orders & Arbitrability**

Section 11 Orders & Non-Existence of Arbitration Agreement

The existence of an arbitration agreement is predicated on satisfying the requirements under both the Contract Act and the Arbitration Act. In order to determine this, the Court looks at three things: the presence of an arbitration agreement, its legal validity, and whether the applicant is a party to it. This was first affirmed in the Vidya Drolia case, but has subsequently been stated in Pravin Electricals Pvt. Ltd. v Galaxy Infra and Engineering Pvt. Ltd (2021).[37] In this case, the Supreme Court held that if it was prima facie satisfied that there was an arbitration agreement that the parties intended to be bound by, then it would make an order under Section 11.

Section 11 Orders & Disputes Beyond the Scope of the Arbitration Agreement

The Supreme Court has also clarified its position on disputes lying beyond the scope of the arbitration agreement. According to DLF Home Developers Ltd. v Rajapura Homes Private Ltd (2021), the judiciary can decline to pass a Section 11 order when the dispute does not correlate with the arbitration agreement.[38] Quoting extensively from Olympus Superstructure Private Limited v Meena Vijay Khetan (1999),[39] the Court held that despite its limited jurisdiction, it was entitled to conduct a prima facie review of the application.[40] This involved an application of its judicial mind within the ambit of Section 11(6A). As per DLF Home Developers, a court could assess whether the impugned dispute fell within the scope of the arbitration agreement.

Section 11 Orders & Subject-Matter Arbitrability

The law is well-settled insofar that disputes that are non-arbitrable by virtue of their subject matter are concerned. According to the Supreme Court, no Section 11 order can be made for such disputes.

The Court first made this observation in Vidya Drolia, stating that the expression "existence of an arbitration agreement" in Section 11 included its validity, and courts were obliged to apply a prima facie test to the same.[41] Put simply, Vidya Drolia conferred on the judiciary the power to determine whether an arbitration agreement was valid at the stage of reference, under either Section 8 or 11. If this was not done, then it would lead to the illogical consequence of an arbitrator being mechanically appointed for a dispute which fell in the excepted category, such as a criminal matter.

This ratio has been uniformly upheld in the later decisions of the Supreme Court, such DLF Home Developers v Rajapura Homes Pvt. Ltd. and Anr (2021)[42] and Oil Corporation. Ltd. v NCC Ltd (2022).[43] In fact, a few months after Oil Corporation, the Supreme Court once again delved into the issue in Emaar India Ltd. v Tarun Aggarwal Projects LLP & Anr. (2022), comparing disputes that were obviously non-arbitrable to "deadwood" that had to be "trimmed off" i.e., litigation had to be stopped at earliest stage where subject-matter inarbitrability was concerned.[44] This was reiterated in VGP Marine Kingdom Pvt. Ltd. & Anr. v Kay Ellen Arnold (2022).[45]


[37]Pravin Electricals Pvt. Ltd. v Galaxy Infra and Engineering Pvt. Ltd, 2021 5 SCC 671.
[38]DLF Home Developers Ltd. v Rajapura Homes Private Ltd, 2021 SCC OnLine SC 781.
[39]Olympus Superstructure Private Limited v Meena Vijay Khetan, 1999 5 SCC 651.
[40]Supra note 38.
[41]Supra note 18.
[42]Supra note 38.
[43]Oil Corporation. Ltd. v NCC Ltd, 2022 SCC Online SC 896.
[44]Emaar India Ltd. v Tarun Aggarwal Projects LLP & Anr., 2022 SCC OnLine SC 1328.
[45]VGP Marine Kingdom Pvt. Ltd. & Anr. v Kay Ellen Arnold, 2022 SCC OnLine SC 1517.

**Part V: Conclusion**

In view of the foregoing discussion, it may be concluded that inarbitrability is of two kinds: objective (when the dispute is always inarbitrability ) and subjective (when the inarbitrability arises out of the circumstances of the case.) The law is well-settled that no Section 11 order will be passed for objectively inarbitrability disputes. Given that the ultimate award in such an arbitration will never gain recognition or enforcement by the court, this saves both time and money. Insofar that subjectively inarbitrability disputes are concerned, the Supreme Court has conferred on the judiciary the power to apply its mind and prima facie review the agreement. Though the courts will decline to make a Section 11 order in obviously inarbitrability disputes, they will allow arbitration to proceed in most oth er cases, so that they arbitrator may rule on the issue. This is consistent with the principle of kompetenz-kompetenz and minimal judicial intervention. A phrase from the Vidya Drolia summarizes it succinctly: “When in doubt, do refer.” Therefore, the prima facie arbitrability of a dispute is a precondition under Section 11.

# Highlights: AIADR IMI International Mediation Training Course Marks Milestone in Nanning


We are proud to announce the successful completion of the AIADR IMI International Mediation Training Course, held in Nanning, China, from 16th to 21st August 2025.

This six-day program marked an important achievement for AIADR as it furthered the Institute's mission of making mediation education more accessible, affordable, and practical for professionals across Asia and beyond. The Nanning course was more than just a training program, it was a milestone that brought together participants, trainers, and experts from different countries to share knowledge, skills, and perspectives on mediation as a trusted process for resolving disputes peacefully.

The program was carefully designed to give participants a solid foundation in both theory and practice. Leading the course was Dr. Christopher To, an internationally respected mediator and trainer. He guided participants through the history and development of mediation, as well as the conceptual models and frameworks that shape modern mediation practice.

Throughout the sessions, participants were reminded of the core principles of mediation-neutrality, confidentiality, voluntariness, and fairness. These principles were not presented as abstract ideas, but as practical values that guide mediators in real cases and help build trust between parties.

In addition to lecturers, the program placed strong emphasis on experiential learning. Distinguished tutors including Samrith Kaur, Dr. Navin G. Ahuja, Sharmini Thiruchelvam, and Michael Cover worked closely with participants in smaller group sessions. These sessions encouraged participants to ask questions and reflect on how mediation works in different contexts. The diverse expertise of the tutors, drawn from mediation practice added great depth to the course and helped participants see mediation from multiple angles.

One of the most engaging parts of the training was the structured role-play exercises. Participants took turns acting as mediators and disputing parties in simulated scenarios, putting into practice skills such as active listening, effective questioning, and principled negotiation. The exercises were followed by constructive feedback sessions, where both tutors and peers shared observations and suggestions.

This process proved invaluable in helping participants refine their approaches, grow in confidence and begin developing their own mediation styles.

The training also served as a hub for cross-cultural learning and professional networking. Participants came from a wide range of professional and cultural backgrounds, which added richness to the discussions. Hearing different perspectives helped participants appreciate how mediation can be adapted to suit different contexts, while still remaining grounded in universal values. Friendships and professional connections formed during the course are expected to continue, supporting collaboration and mutual learning in the future.

The success of the Nanning program would not have been possible without the dedication and professionalism of the trainers. AIADR extends its heartfelt thanks to Dr. Christopher To, who led the course with distinction, and to the team of tutors – Samrith Kaur, Dr. Navin G Ahuja, Sharmin Thiruchelvam and Michael Cover – for their outstanding contribution. Their efforts ensured that the course was both educational and inspiring.

The AIADR IMI International Mediation Training Course in Nanning was not only a learning program but also a statement of AIADR's growing commitment to supporting mediation as a practical tool for resolving disputes. Looking forward, AIADR will continue to expand its training initiatives and bring more internationally recognized programs to different regions. By doing so, the Institute aims to raise professional standards, nurture future mediators, and create opportunities for communities to access high-quality training that is both globally relevant and locally useful.

The Nanning training was more than just a successful event—it marked the beginning of new opportunities, showing how mediation education can bridge cultures, empower professionals, and foster dialogue as a pathway to peace. For AIADR, this achievement represents the start of a new chapter in its mission to promote mediation and build professional capacity, with the impact continuing as participants carry their learning into their workplaces, communities, and networks. This milestone is not only a proud moment for AIADR but also a meaningful step forward in the broader effort to advance mediation across Asia and around the world.

# AIADR Intern's View

**Chen Xinwei(Zora Chen)**
**LL.M Candidate,**
**Shanghai University of Political Science and Law**

I am profoundly grateful for the three-month internship at the Asian Institute of Alternative Dispute Resolution (AIADR) in Kuala Lumpur. This immersive experience not only expanded my professional horizons but also deepened my commitment to advancing alternative dispute resolution (ADR) in Asia. I extend my sincere appreciation to all AIADR colleagues for their mentorship, trust, and collaborative spirit.

First and foremost, I want to express my heartfelt thanks to my supervisors Datuk Sundra Rajoo, Mr.Jashveenjit Singh, Mr.Jonathan Ha, and Mr. Agilan Gunasegaran. They took the time to guide me through every step of the projects, answering my countless questions with patience and providing me with precious advice that helped me grow. I also appreciate Ms. Chuin Fong Koh for her kindness and willingness. Whenever I encountered difficulties, they were always there to offer a helping hand, making me feel like part of the team. The trust they placed in me to take on important tasks gave me the confidence to push myself further. I am truly thankful for the warm and supportive environment they created, which made my time at AIADR both productive and enjoyable.

My internship centered on three pivotal projects that offered deep immersion into ADR practice. I had the privilege of authoring core sections for AIADR's specialized training module on "The Role of Tribunal Secretaries in International Arbitration". This involved a lot of research into how to appoint them, how they get paid, and the best ways to do things in ASEAN countries like Malaysia, Singapore, and India. I had to take complicated legal ideas and make them easy to understand, and people praised me for being careful with where I got my information and for analyzing things well. At the same time, I helped a lot with AIADR's main International Mediation Training Program. I collected resources, managed invitations to ASEAN law firms, helped with the logistics, and talked directly with experts from around the world, like arbitrators from AIAC. This hands-on work taught me a lot about how to negotiate with people from different cultures and how to use "interest-based negotiation" methods in practice during mock sessions. Finally, I played an important role in making the AIADR-ODR Platform better, focusing on making it easier to use and making sure it follows the law. I tested it all the way through (pretending to be parties and mediators), compared its rules with the APEC ODR Guidelines and UNCITRAL standards to find out what was missing, and checked things like if the English and Chinese interfaces were accurate, how strong the encryption was, and how well it worked.

This busy time helped me grow a lot in many ways. I went from just knowing about ADR in theory to dealing with the different ADR practices in the region. This meant understanding how to bring

together different legal traditions, like how Singapore's common law and Vietnam's socialist law see "mediation confidentiality" differently, or how to handle the mix of Malaysian Muslim business customs and international rules when improving the ODR Rules. My main skills got a lot better, especially being precise when writing legal documents – learning to carefully tell the difference between "shall" (which is binding) and "may" (which is optional) when making rules – and communicating and working with people from different countries in AIADR's team. Seeing how ODR can help connect people across the digital divide for global business, and the challenges it faces, really made me understand that "user-centric design" is a key part of legal tech and how important it is for making justice accessible.

Writing this takes me back to warm Kuala Lumpur. In this crazy competitive world, meeting mentors who gave such generous guidance and genuine kindness was a huge stroke of luck. Thanks to their openness and warmth, this internship wasn't only about learning and broadening my horizons but also bring friendships for me. Summer will come around again, hope we will meet again!

# Highlights From AIADR's Past Events


**Picture Taken at a coutersy visit by AIADR to Sichuan International Studies University**

**A short training session for the distinguished delegation from the Ministry of Justice, Nanning, China.**

# Highlights From AIADR's Past Events




**AIADR successfully signed Memorandum of Understanding (MoU) with Maharashtra National Law University Mumbai (MNLU)**


**AIADR took part in the 2025 Hainan Free Trade Port Legal Week**

# Upcoming Events.

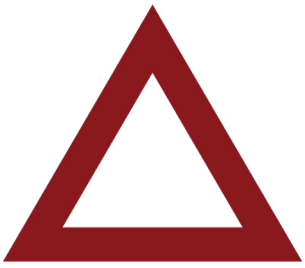


**3rd December 2025**
AIADR Workshop on International Arbitration in China



**17th & 18th December 2025**
AIADR workshop on Arbitral Awards

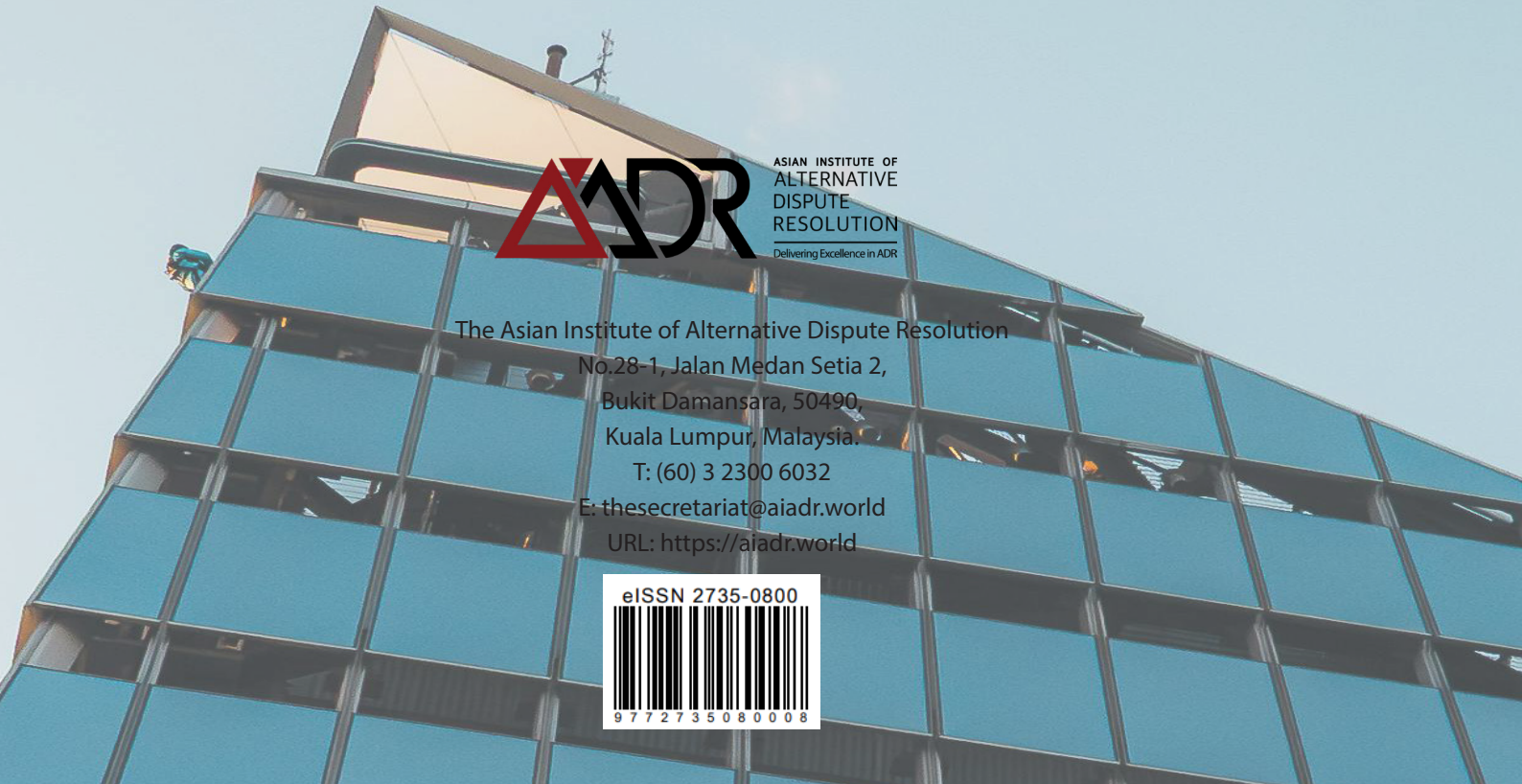
**27th - 28th February 2026**
AIADR X IAMC Tribunal Secretary Training Course



ADR Centurion is the bimonthly Newsletter of AIADR containing contributions from individual authors, for distribution to the members of AIADR, ADR practitioners, professionals from trade & industry and associated organizations. The constructive feedback and comments from the readers are most welcomed.

Next Cut-off Date for Submission of Contributions:
Newsletter: 1st January 2026
Journal : 31st January 2026

Direct your queries to aiadr.editor@aiadr.world.



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Delivering Excellence in ADR

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