CROSS-BORDER COMMERCIAL DISPUTES AND ENFORCEMENT GAP: ANALYSIS OF INDIA'S NON-RATIFICATION OF THE SINGAPORE CONVENTION ON MEDIATION VIS-A-VIS MEDIATION ACT 2023

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ABSTRACT

India signed the Singapore Convention on Mediation on the day it opened, yet the Mediation Act, 2023 applies only to mediations conducted in India, and its enforcement provisions have not commenced. This paper argues that the omission reflects a structural choice. The Act borrows the territorial template of Part I of the Arbitration and Conciliation Act, 1996, and leaves out any counterpart to Part II's regime for foreign awards. That template conflicts with a Convention drafted to be indifferent to where mediation takes place. Comparing India with the United States, China, the European Union, Singapore and Japan, the paper shows that India faces none of the structural obstacles behind others' hesitation, which makes its non-ratification a deliberate deferral. The consequences fall on inbound parties. Foreign holders of settlements against Indian assets have no treaty route and are pushed towards arbitration. Even after the Act will fully commence, it would still not provide any entry point for foreign settlements, no aligned defences, no recognition abroad for Indian settlements and no enforcement procedure. This paper proposes a dedicated implementing statute containing the definition of internationality in functional terms, enacts the Article 5 defences without additions and manages exposure through reservations.

Keywords: Singapore Convention on Mediation; Mediation Act 2023; Treaty implementation; Mediated Settlement agreements; Cross-border enforcement of settlements.

I. Introduction

The UN Convention on International Settlement Agreements Resulting from Mediation, the Singapore Convention ***("Convention")***, was signed by 46 countries on 7 August 2019. India was one of the first countries to sign the agreement along with the US and China.[1] The Convention is to cross-border mediated settlements what the New York Convention is to arbitral awards. A court in a contracting State may enforce the settlement directly subject to a closed list of defences.

The Mediation Act, 2023 ***("Act")*** was India's opportunity to prepare a domestic law for that treaty. It was presented to Parliament. The Standing Committee suggested future adaptability of the Act to the Convention. [2] However, the Act applies only to Indian mediations and not to those that occur abroad. [3] Even its own enforcement provisions are yet to commence. India has not ratified the treaty yet.

This paper argues that this omission is a structural choice. The Act takes on the territorial approach of Part I of the Arbitration and Conciliation Act, 1996 but does not take on the regime for enforcing foreign awards in Part II. Ultimately, the template is more of a concern. The Convention was drafted to be indifferent to where mediation takes place, so a statute which is organised around territory is incoherent. It won't be cured by commencement either, since a fully operational Act would not give foreign settlements a route into Indian courts and Indian settlements would not have a status which counts abroad. The gap pushes the parties best placed to benefit from mediation back towards arbitration, defeating the policy the Act was passed to advance.

Part II critiques the Act through *Afcons Infrastructure Ltd v Cherian Varkey Construction Co (P) Ltd*, *Patil Automation (P) Ltd v Rakheja Engineers (P) Ltd* and *Bharat Aluminium Co v Kaiser Aluminium Technical Services Inc* (*BALCO*). Part III compares India with other signatories and with ratifying States. Part IV traces the consequences through *Vijay Karia v Prysmian Cavi e Sistemi SRL*. Part V asks what a fully commenced Act would still lack.

[1] United Nations Convention on International Settlement Agreements Resulting from Mediation, Dec. 20, 2018 (opened for signature Aug. 7, 2019; entered into force Sept. 12, 2020) [hereinafter Convention].
[2] Dep't-Related Parliamentary Standing Comm. on Pers., Pub. Grievances, L. & Just., Report on the Mediation Bill, 2021 (July 13, 2022) (India) [hereinafter Standing Committee Report].
[3] The Mediation Act, 2023, No. 32, Acts of Parliament, 2023, § 2 (India).

II. A Domestic Statute Built on a Territorial Template

On paper, the Act's core is enforceability. A settlement signed by the parties and authenticated by the mediator is final and binding, and s 27 directs that it be enforced as if it were a decree. Section 28 confines challenge to fraud, corruption, impersonation and the mediation of a dispute unfit for it, within ninety days.[4] None of this operates yet. In respect of the sole commencement notice on 9 October 2023, ss 1, 3, 26, 31 to 38, 45 to 47, 50 to 54, and 56 to 57 came into operation.[5] Procedure, confidentiality and enforcement were left out.

The old position therefore still governs. Under s 89 of the Code of Civil Procedure, as structured in *Afcons*, a settlement from court-referred mediation takes effect only when the court decrees the suit in its terms.[6] A private settlement is an ordinary contract, enforceable only by suit, unless it qualifies as a conciliation under Part III of the 1996 Act.

Patil Automation shows how seriously Indian law now takes mediation before litigation. Under s 12A of the Commercial Courts Act 2015, the Court mandates mediation prior to the institution of proceedings unless urgent interim relief is required; it takes a failure to do so as sufficient grounds for dismissing the plaint.[7] This is purely a matter of procedure and does not constitute the 2023 Act's purpose. Still, the Act carries the same domestic focus, and its s 5 proviso[8] sends commercial disputes of specified value back through s 12A. Whether it neglects cross-border enforcement turns on its text.

The text suggests it does. Section 2 applies the Act "where mediation is conducted in India". Section 3(g) does recognise "international mediation", but only as mediation "undertaken under this Act" of a commercial dispute arising "under any law for the time being in force in India", where a party is foreign.[9] The adjective describes the parties, rather than the statute's reach. Parliament saw foreign parties as users of Indian mediation, not as holders of foreign settlements.

[4] Mediation Act, 2023, §§ 6, 19, 27, 28(2)-(3), First Schedule.
[5] Ministry of Law & Justice (Legislative Dep't), Notification S.O. 4384(E), GAZETTE OF INDIA, Extraordinary, pt. II, § 3(ii) (Oct. 9, 2023).
[6] Afcons Infrastructure Ltd. v. Cherian Varkey Constr. Co. (P) Ltd., (2010) 8 S.C.C. 24 (India); Code of Civil Procedure, 1908, § 89.
[7] Patil Automation (P) Ltd. v. Rakheja Eng'rs (P) Ltd., (2022) 10 S.C.C. 1 (India); Commercial Courts Act, 2015, § 12A.
[8] Mediation Act, 2023, § 5(1), proviso.
[9] Mediation Act, 2023, §§ 2, 3(g), 13; Arbitration and Conciliation Act, 1996, § 2(1)(f).

In *BALCO*, a Constitution Bench held that Part I of the 1996 Act applies only to arbitrations seated in India.[10] That territorial principle was workable because Part II offers a separate route for foreign awards. The Act borrows the first half of this structure, down to its definitions, and omits the second. Similarly, Indonesia's arbitration statute details the enforcement of foreign awards yet says nothing of foreign settlements, which therefore bind only as contracts.[11]

A Part II for mediation would not, however, be the right repair. The New York Convention attaches an award to its seat. The Singapore Convention deliberately does not. The drafters did not want to consider settlements as foreign because mediation has no legal seat, but rather they tied internationality to the parties and the subject matter.[12] There is no need for a settlement to be enforceable where it was concluded before being able to do so elsewhere.[13] A territorial statute therefore misreads the instrument it would one day implement. Georgia and Nigeria wrote territoriality into their implementing laws and shrank the Convention's reach as a result.[14] By insisting on a dispute under Indian law, s 3(g) builds the same narrowing in advance.

The legislative record shows that this design was chosen with the alternative in view. The Standing Committee put alignment before Parliament. The government replied that it needed to assess the Convention's implications and that enforcement provisions could await wider acceptance.[15] Deciding to revisit the question later is still a decision. It has yet to deliver on its own terms. The Mediation Council, on which the Act's institutional scheme depends, was constituted only in August 2026.[16] The treaty layer has been deferred with no domestic gain to show for it. That is ambivalence in place of proper prioritisation.

III. Comparative Analysis: Structural Obstacles and Legislative Choice

India shares a status with the United States and China but not their constraints. It shares the

[10] Bharat Aluminium Co. v. Kaiser Aluminium Tech. Servs. Inc., (2012) 9 S.C.C. 552 (India).
[11] Setyawati Fitrianggraeni et al., Would Ratification of the Singapore Convention on Mediation Enrich Indonesian Mediation Culture?, 90 ARB. 44, 50-51 (2024).
[12] Mariam Gotsiridze, The Legislative Dimensions of Implementing the Singapore Convention on Mediation: Comparative Perspectives, 92 ARB. 353, 359 (2026).
[13] H. Meidanis, International Enforcement of Mediated Settlement Agreements: Two and a Half Models-Why and How to Enforce Internationally Mediated Settlement Agreements, 85 ARB. 49, 53-54 (2019).
[14] Gotsiridze, *supra* note 12, at 368-69.
[15] Standing Committee Report, *supra* note 2; Statement of the Minister of Law & Justice on the Mediation Bill, 2023, PARLIAMENT OF INDIA (Aug. 2023); James Piercy & Meghna Jandu, India's Mediation Act and International Mediation, SIMC (Mar. 26, 2024).
[16] PTI, After Parliamentary Panel Nudge, Govt Forms Mediation Council, THEPRINT, Aug. 28, 2026.

capacity of Singapore and Japan but not, so far, their legislative priorities.

A. Structural obstacles elsewhere

In the United States the obstacle is constitutional. Under *Medellín v Texas*, a treaty obligation is not domestic law unless the treaty is self-executing or Congress has implemented it.[17] The Convention's direction to enforce settlements "in accordance with its rules of procedure" (art 3) presupposes such machinery. Because the enforcement of private settlements is ordinarily a matter of state contract law, ratification would require Congress to legislate in a field the states normally control.[18]

China's obstacle is equally structural but lies in its enforcement model. Chinese law enforces mediated settlements only indirectly. The parties must apply jointly for judicial confirmation, the court reviews the substance, and what is finally enforced is the court's decision rather than the settlement.[19] A creditor thus needs the debtor's cooperation to enforce against the debtor. Ratification would require China to replace that model with direct enforcement of the settlement itself.

The European Union, which has not signed at all, faces an institutional obstacle. It has yet to settle whether the Convention falls within exclusive Union competence or competence shared with Member States. Many Member States are also reluctant to subordinate settled national mediation laws to it.[20]

India faces none of these barriers in the same form. Article 253[21] of the Constitution empowers Parliament to legislate to implement any treaty, so no federal division stands in the way. Section 27 also already enforces the settlement itself, without judicial confirmation, which is the direct-enforcement design China would have to build. India's non-ratification is therefore not explained by any apparent inability to implement. The legislative record points instead to a conscious decision to defer, pending assessment of the Convention's implications and wider

[17] Medellín v. Texas, 552 U.S. 491 (2008).
[18] Convention, art. 3; Timothy Schnabel, Implementation of the Singapore Convention: Federalism, Self-Execution, and Private Law Treaties, 30 AM. REV. INT'L ARB. (2020).
[19] Hailiang Xiong, The Legislative Adjustment of Chinese Enforcement Regulation of the International Commercial Settlement Agreement in the Context of the Singapore Mediation Convention, 16 J. INT'L DISP. SETTLEMENT 1 (2025).
[20] Agnieszka Rękawek, EU and Its Member States: Where Does the Scepticism for the Singapore Convention on Mediation Come From?, 90 ARB. 405, 409-13 (2024).
[21] INDIA CONST. art. 253.

acceptance. The question is whether that deferral remains justified, given the enforcement gap it leaves open.

B. Ratifiers as a benchmark

Singapore treated implementation as an immediate legislative task. Its implementing Act passed within a month of introduction in 2020 and commenced on the day the Convention entered into force, alongside new court rules and amendments to the Mediation Act 2017.[22] Japan used the same method. It enacted Act No 16 of 2023, acceded that October and gave the Convention domestic effect in April 2024.[23] Both chose dedicated statutes that sit beside domestic mediation law. Dualist systems, like India's as well, generally need such a statute.[24]

Ratification need not mean blanket exposure. Japan reserved under art 8(1)(b), so the Convention applies there only where the parties have agreed to it. Article 8(1)(a) lets a State exclude settlements to which it or its agencies are parties.[25] By early 2026, eight Contracting States had used one or both reservations.[26] These devices answer the very concern the Indian government has voiced. Assessment of implications is a reason to draft with care and to reserve where necessary. It is not a reason to stay outside the treaty.

C. The wait and see objection

The strongest defence of India's position is that the regime is young. As of June 2026, 22 States had become parties, against 172 for the New York Convention.[27] Three points answer this. First, the main barriers to ratification across Asia and the Pacific are the absence of a domestic framework and thin institutional capacity, which the 2023 Act was enacted to remove.[28] Second, the lack of reported cases does not show the Convention is irrelevant. Its drafters

[22] Singapore Convention on Mediation Act 2020 (Sing.); Supreme Court of Judicature (Singapore Convention on Mediation) Rules 2020 (Sing.); Mediation Act 2017 (Sing.).
[23] Act for Implementation of the United Nations Convention on International Settlement Agreements Resulting from Mediation, Act No. 16 of 2023 (Japan).
[24] Gotsiridze, *supra* note 12, at 365-67.
[25] Convention, art. 8(1).
[26] Gotsiridze, *supra* note 12, at 381.
[27] Byungsik Jung & Seonghwan Lee, Strategic Pathways for Ratification and Implementation of the Singapore Convention (ADB Inst. Policy Brief, 2026); Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958; UNCITRAL, Status: Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York, 1958) (the "New York Convention"), U.N. COMM'N ON INT'L TRADE L. (last visited Oct. 20, 2026), https://uncitral.un.org/en/texts/arbitration/conventions/foreign_arbitral_awards/status2.
[28] Jung & Lee, *supra* note 27.

expected the mere prospect of enforcement to secure voluntary compliance.[29] Third, waiting carries an additional cost. European experience shows that settled national mediation laws become reasons to resist alignment.[30] Each year the 2023 Act operates without a cross-border layer makes that layer harder to add.

IV. Consequences of the Lacuna for Cross-Border Commercial Parties

The gap has a direction, a mechanism and a cost. On each, the claim that it is harmless fails.

First, the Convention has no reciprocity requirement and no seat. Enforcement depends only on the enforcing State being a party (arts 1(1) and 3).[31] An Indian company can therefore enforce a settlement in Singapore or Japan although India is not a party. India's absence bites inbound. A foreign party holding a settlement against Indian assets cannot invoke the treaty in an Indian court. Even after s 27 commences, only mediations held in India will be covered, and cross-border parties usually prefer a neutral venue.

Second, the foreign holder has few good options. Suing on the settlement as a contract brings back the delay mediation was meant to avoid, and rewards whoever refuses to pay.[32] Section 44A of the Code of Civil Procedure is no help either, because a private settlement is not a decree of a superior court.[33] That leaves the consent award. It helps, but it is not guaranteed. The New York Convention covers awards arising out of "differences" and says nothing about awards that simply record a settlement.[34] If arbitration starts only after the parties have settled, it is contested whether any difference remains. Section 30 of the 1996 Act points the same way, since it speaks of settlements reached "during arbitral proceedings".[35] Beginning with arbitration makes one's claim less risky but entails another process, and conversion means foregoing the mediation-specific defenses provided by the Singapore Convention.[36]

[29] Gotsiridze, *supra* note 12, at 357-58.
[30] Rękawek, *supra* note 20, at 409-11, 416-17.
[31] Convention, arts. 1(1), 3.
[32] Fitrianggraeni et al., *supra* note 11, at 58-59.
[33] Code of Civil Procedure, 1908, §§ 13, 44A.
[34] Convention on the Recognition and Enforcement of Foreign Arbitral Awards, June 10, 1958, art. I(1); Eunice Chua, The Singapore Convention on Mediation and the New York Convention on Arbitration: Comparing Enforcement Mechanisms and Drawing Lessons for Asia, 16 ASIAN INT'L ARB. J. 113, 125 (2020); Meidanis, *supra* note 13, at 61-63.
[35] Arbitration and Conciliation Act, 1996, § 30(2).
[36] Chua, *supra* note 34, at 128-31.

Such a choice is possible because India has disciplined procedures for enforcing awards. As held in *Vijay Karia*, the Supreme Court ruled the s 48 grounds of challenge exhaustive and the default option to enforce awards, insisting on reading them "as a whole, fairly, and without nit-picking".[37] What is missing is thus not the judicial attitude, but the legislative mandate. Until such a mandate is in place, mediation settlement will only have a contractual basis, losing all benefits of reduced costs and increased speed in that process.

Third, the initial cost is associated with the objectives of the Act itself. As under Section 38, the Mediation Council is entrusted with making India a significant hub for international mediation, but the results obtained in other jurisdictions do not carry any domestic value. The second cost affects future reforms. Articles 5(1)(e) and (f) enable court refusal to enforce an agreement where there was a serious violation of mediator's ethical standards or a failure to inform about circumstances raising doubts on impartiality.[38] For either reason, evidence of what transpired in the mediation process is required. As soon as the mediation procedure starts, s 22(3) renders inadmissible any mediation communication in judicial proceedings. The proviso to s 23, however, removes this inadmissibility for disclosing information that helps to make or defend a claim about mediator's malpractice "based on conduct occurring during the mediation."[39] Such an exception may apply well to all the claims under art 5(1)(e). It fits art 5(1)(f) less comfortably, because usually undisclosed circumstances exist even before the mediation starts. Moreover, the causal relation, that is a common condition for both grounds, asking whether the party in question would settle, cannot be satisfied through such an exception. The conflict pertaining to mediations under the Act takes form in unclear boundaries rather than overt conflicts, thus ought to be resolved by the legislature.

It may be objected that India loses nothing, because its companies can already enforce abroad. This treats the Convention as a one-way benefit. Treaty enforcement is what a counterparty prices when deciding whether to settle with an Indian party, and user surveys confirm its weight. In a 2014 International Mediation Institute survey, 93 per cent of respondents said they would likely mediate with a party from a ratifying State. In the 2016 to 2017 Global Pound Conference series, 64 per cent of Asian delegates named instruments for enforcing settlements as the change most likely to improve commercial dispute resolution.[40] A counterparty that

[37] Vijay Karia v. Prysmian Cavi e Sistemi SRL, (2020) 11 S.C.C. 1 (India).
[38] Mediation Act, 2023, § 38(b); Convention, art. 5(1)(e)-(f).
[39] Mediation Act, 2023, §§ 22(3), 23(1), proviso.
[40] Chua, *supra* note 34, at 114-15.

cannot rely on enforcement against Indian assets will demand arbitration, security or offshore assets. India enjoys other States' ratifications as an exporter of settlements while bearing the cost of its own abstention as a counterparty.

V. What Would Still Be Missing Post Commencement, and How to Supply It

Assume the Act is brought fully into force tomorrow. Four gaps would remain, and each calls for legislation.

First, there is no door for foreign settlements. Section 27 only enforces settlements the mediator has authenticated under s 19(3), and a Singapore settlement never goes through that step. Within India, the position is less straightforward. Section 2 provides several ways in, and s 3(g) governs only one of them. A dispute between two Indian parties comes under s 2(i), whatever law governs their contract. But take a dispute between an Indian company and a foreign company, governed by foreign law and mediated in Mumbai. It comes within the Act only if the parties opt in under s 2(ii), or if a government body is involved.[41]

Second, the defences do not align. Extending s 27 to foreign settlements would not fix this. The four grounds in s 28 are designed for a party challenging its own settlement, rather than a court screening a foreign one. Article 5 is much broader. It covers incapacity, invalidity, finality, mediator misconduct and public policy. The two regimes also take different approaches to governing law.

The Explanation to s 19(1) judges validity only by the Indian Contract Act, 1872. [42] Article 5(1)(b)(i), by contrast, looks to the law the parties themselves chose. Public policy needs particular care, given its unstable history in Indian arbitration.[43] For foreign awards, Parliament narrowed the ground in 2015 to fraud or corruption, the fundamental policy of Indian law and the most basic notions of morality or justice.[44] A mediation regime needs the same discipline from the outset. Here the Act offers one asset. Its First Schedule already lists matters unfit for mediation, which can supply the art 5(2)(b) defence without fresh drafting.[45]

[41] Mediation Act, 2023, §§ 2(i), (ii), (iv), (v), 3(g), 19(3), 27(1).
[42] Convention, art. 5; Mediation Act, 2023, §§ 19(1), 28(2); Indian Contract Act, 1872.
[43] Chua, *supra* note 34, at 132.
[44] Arbitration and Conciliation Act, 1996, § 48(2)(b), Explanation 1, inserted by the Arbitration and Conciliation (Amendment) Act, 2015; Vijay Karia, *supra* note 37.
[45] Mediation Act, 2023, § 6, First Schedule; Chua, *supra* note 34, at 133-34.

Third, Indian settlements travel poorly. Things may be better than they look abroad. Article 1(3)(a) excludes a settlement only if a court approved it, or it was concluded in court proceedings, and it is enforceable there as a judgment. [46] A private s 27[47] settlement arguably fails the first test, since no court touches it. Treating it as a decree should not, by itself, change that. Singapore's practice of recording settlements as court orders has been treated as compatible, though courts are yet to test the point. [48] Settlements from court-referred mediation under s 7 are more exposed.[49] Outside Convention States, the problem is starker. The EU lets enforceable settlements circulate through its judgment's regulations, but only within its own network.[50] India has nothing like it. Indian law can call a settlement a decree. Only a treaty makes that count abroad.

Fourth, there is no procedure. The Convention requires each party to enforce settlements and to let them be invoked as a defence (art 3). Section 27(2) allows such reliance only for settlements under the Act. Nothing designates a court for foreign settlements, prescribes the documents art 4 requires or fixes a timetable.[51] Of the three legislative routes proposed before the Act, two cannot supply these elements.[52] Amending the 1996 Act would create a second mediation regime within a statute that the 2023 Act has just emptied of non-adjudicative settlement. Folding the settlement of the Convention into Part III would lead to a worse outcome because once Part III commences, the Sixth Schedule repeals Part III.[53]

A separate statute can meet each deficiency, but only if it avoids the mistakes others have made. It should define internationality in the Convention's functional terms, not by reference to a seat. It should enact the art 5 defences without adding to them, since the list is closed and may be narrowed but not widened.[54] It must also disapply domestic formalities. Mediator authentication is good evidence that a settlement resulted from mediation, but making it a condition would narrow the Convention. Kazakhstan, Turkey and Qatar left this unclear and

[46] Convention, art. 1(3)(a); Gotsiridze, *supra* note 12, at 362-63.
[47] Mediation Act, 2023, § 27.
[48] Xiong, *supra* note 19.
[49] Mediation Act, 2023, § 7.
[50] Meidanis, *supra* note 13, at 56-57.
[51] Convention, arts. 3, 4; Mediation Act, 2023, § 27(2).
[52] Iram Majid, The Singapore Mediation Convention: A Long Pending Catharsis for Mediation and an Urgent Need for India to Ratify, SCC TIMES (Sept. 13, 2021).
[53] Mediation Act, 2023, § 61, Sixth Schedule.
[54] Gotsiridze, *supra* note 12, at 375-76.

created doubt, which Belarus avoided by expressly disapplying its domestic requirements.[55]

The statute should also state India's position on s 27 settlements under art 1(3), allow disclosure of mediation communications only as far as arts 5(1)(e) and (f) require, and name the commercial divisions of the High Courts as the competent authority.[56] Finally, it should decide how much exposure India accepts. The Convention applies to settlements with State entities by default, and s 2(iv) already brings government commercial disputes within the Act.[57] Whether to reserve under art 8(1)(a) is therefore a real choice. An opt-in under art 8(1)(b), modelled on Japan's approach and paired with a review date, would answer the wait and see objection on its own terms. The 2023 Act would then need only a cross reference in s 2.

VI. Conclusion

India's relationship with the Singapore Convention reflects a design choice it has not yet resolved. India signed the Convention on the first day. Yet it then passed a statute that covers only mediations conducted in India, built on a territorial framework that the Convention itself rejects. The legislative record shows proposed and deferred alignment. India does not face the structural hindrances that the US, China and EU face. Furthermore, Singapore and Japan show that a calibrated statute does not even have to involve relinquishing control.

Commencement is essential, yet inadequate. If the Act becomes fully operative, it will still not open a pathway for foreign settlements, nor defences suitable for them or a procedure to invoke them. Those who stand to benefit from mediation will be the ones who continue to convert their settlements to awards, embracing cost and uncertainty given the win-lose format that arbitration provides. A dedicated implementing statute would turn India's signatory status into a truly integrated and workable global mechanism. Until that time, India will have provided for mediation in law without providing for the settlements that mediation produces when trade crosses a border.

[55] Gotsiridze, *supra* note 12, at 370-72.
[56] Convention, arts. 1(3)(a), 5(1)(e)-(f); Mediation Act, 2023, §§ 22(3), 23(1), 27.
[57] Gotsiridze, *supra* note 12, at 372-73; Mediation Act, 2023, § 2(iv).