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International Commercial Arbitration in the Context of the Vigorous Development of International Commercial Mediation: Challenges, Opportunities and Futures

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Abstract: ***The entry into force of the Singapore Convention on Mediation and the establishment of the International Organization for Mediation manifest that international mediation, as an independent dispute resolution method, is flourishing. Against this backdrop, international commercial arbitration faces challenges including intensified competition in the case source market, the loss of its unique advantage in the cross-border enforcement of arbitral awards, as well as impacts on its traditional theories and practices. Yet opportunities coexist with challenges. Arbitration institutions may take this opportunity to transform from specialized bodies into comprehensive dispute resolution centers that provide services including mediation; the eastern experience of combining arbitration and mediation can be deepened and promoted globally, giving rise to more refined hybrid dispute resolution models; arbitral proceedings may draw on the philosophy of mediation and integrate with advanced technologies such as artificial intelligence so as to enhance efficiency and user experience. To help international commercial arbitration adapt to the tide of mediation's rise, there's a need to improve the legal and regulatory framework for mediation-arbitration linkage, build an intelligent one-stop dispute resolution platform, as well as cultivate dispute resolvers equipped with adjudicative mindset and conciliation skills. By virtue of these efforts, mediation and arbitration will evolve toward collaborative development amid their competitive coexistence.***

Keywords: International commercial arbitration; International commercial mediation; International Organization for Mediation; Diversified dispute resolution; Global economic and trade order.

1. INTRODUCTION

International commercial arbitration holds a traditional dominant position in cross-border commercial dispute resolution. The establishment of this dominant position is largely attributable to the conclusion and the subsequent widespread application of the *1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards* (hereinafter referred to as the *New York Convention*) [1]. The *New York Convention* has built a global, stable and efficient cross-border enforcement network for arbitral awards, which significantly boosts commercial entities' trust in arbitration [2]. Under the institutional safeguards of the *New York Convention*, international commercial arbitration attracts users worldwide with its several core advantages: First, the finality and high enforceability of arbitral awards provide a safeguard for the certainty of commercial activities [3]; second, it fully respects party autonomy by allowing parties to select arbitrators, the seat of arbitration, the governing law, and procedural rules, thereby offering a high degree of flexibility [4]; third, the confidentiality of the arbitration proceedings meets the needs of commercial entities for protecting their trade secrets and reputation [5]. The world's major arbitral institutions, such as ICC International Court of Arbitration (ICCICA), London International Arbitration Centre (LIAC), Singapore International Arbitration Centre (SIAC), Hong Kong International Arbitration Centre (HKIAC) and China International Economic and Trade Arbitration Commission (CIETAC), have witnessed the year-on-year growth in case numbers and dispute amounts. This vividly reflects the prosperity and market-dominant position of international commercial arbitration. It can be said that an international commercial arbitration system, with the *New York Convention* as its legal cornerstone and major arbitral institutions as its practical vehicles, has played an irreplaceable role in upholding the stability and predictability of the international economic and trade order over the past half-century.

International commercial mediation, as a new public good for global governance, has risen rapidly in the field of cross-border commercial dispute resolution [6]. Recently, the demand of the international community for resolving disputes through peaceful and friendly methods has been growing steadily [7]. In contrast, traditional and highly adversarial dispute resolution methods such as litigation and arbitration have been criticized by some users for their high costs, lengthy proceedings and potential damage to commercial relationships. Against this historical

backdrop, international mediation, as a form of alternative dispute resolution (ADR), is rapidly evolving from its previous subsidiary or supplementary position relative to arbitration into an independent and highly-regarded dispute resolution method. For a long time, the biggest bottleneck restricting the development of international commercial mediation has been the lack of a stable and unified cross-border enforcement mechanism for its settlement agreements [8]. In most jurisdictions, settlement agreements are only regarded as ordinary contracts. Should one party fail to perform its obligations, the other party must initiate separate litigation or arbitration proceedings to seek remedies, which greatly undermines the finality and attractiveness of mediation. The *United Nations Convention on International Settlement Agreements Resulting from Mediation* (hereinafter referred to as the *Singapore Convention on Mediation*) which was adopted by the United Nations General Assembly in December 2018, has historically resolved this critical predicament. It has drawn on the successful experience of the *New York Convention* and established a direct and straightforward cross-border enforcement framework for international commercial settlement agreements resulting from mediation. Contracting States undertake to enforce qualified international commercial settlement agreements in accordance with their own procedural rules and the conditions stipulated in the convention [9]. The *Singapore Convention on Mediation* also stipulates some grounds for refusing such enforcement.

The establishment of International Organization for Mediation (IOMed) has provided a key engine for the development of international commercial mediation. On May 30, 2025, the signing ceremony of the *Convention on the Establishment of the International Organization for Mediation* (hereinafter referred to as the *Convention on the Establishment of IOMed*) was held in Hong Kong. 33 countries signed the convention on-site to become founding member states. On October 20, 2025, IOMed officially inaugurated in Hong Kong. IOMed is a permanent intergovernmental international organization initiated by the People's Republic of China and jointly established through consultation with multiple countries based on an intergovernmental international treaty. Its purpose is to provide amicable, flexible, cost-effective and efficient mediation services for all types of international disputes, including inter-state disputes, investor-state disputes and international commercial disputes. The establishment of the IOMed carries profound significance. On one hand, as the world's first intergovernmental international organization dedicated exclusively to resolving international disputes through mediation, it has filled the gap in the global dispute resolution mechanism and serves as a valuable complement to the existing permanent dispute settlement bodies [10]. On the other hand, it embodies the eastern wisdom of harmony and coexistence, advocates resolving conflicts via non-adversarial dialogue and consultation, transcends the zero-sum game mentality and thus contributes to forging more harmonious international relations.

The entry into force of the *Singapore Convention on Mediation* and the establishment of the IOMed have together propelled international commercial mediation to the center stage, placing it on an equal status with international commercial arbitration [11]. Against the backdrop of international mediation's robust rise, the future of international commercial arbitration has become a central concern for both the international law academic circles and the international law practice community.

2. CHALLENGES CONFRONTED BY INTERNATIONAL COMMERCIAL ARBITRATION AMID THE VIGOROUS DEVELOPMENT OF INTERNATIONAL COMMERCIAL MEDIATION

The entry into force of the *Singapore Convention on Mediation* and the establishment of the IOMed have posed an unprecedented and systemic challenge to international commercial arbitration, which has long occupied a central position in the field of international dispute resolution. These challenges are mainly manifested in the case source competition, the erosion of cross-border enforcement advantages and the impacts on theoretical foundations, which force the arbitration community to conduct in-depth self-examination.

2.1 The Intensification of Market Competition for Arbitral Case Sources

First, the scope of competition is direct and extensive. Pursuant to the provisions of the *Convention on the Establishment of IOMed*, the jurisdictional scope of the IOMed encompasses three categories of disputes: inter-state disputes, investor-state disputes (disputes between a state and a national of another state) and international commercial disputes between private entities. This has resulted in a high degree of overlap between its scope of case acceptance and that of traditional commercial arbitration institutions as well as investment arbitration bodies such as The International Center for Settlement of Investment Disputes (ICSID), thereby forging a comprehensive market competitive relationship. Whether infrastructure disputes related to the Belt and Road Initiative (BRI) or

equity investment disputes of multinational corporations, all may become future case sources for both IOMed and major arbitration institutions to compete for [12]. Furthermore, at present, the case sources of commercial mediation are primarily the assignment or entrustment of judicial institutions such as courts [13]. Take The Mediation Center of the China Council for the Promotion of International Trade (CCPIT) / China Chamber of International Commerce (CCOIC) as an example, from 2020 to 2023, the number of cases sourced from courts accounted for more than 75% of its total case intake each year, with an annual average of over 80%[1]. As international mediation institutions and rules continue to improve and mature, it is foreseeable that more cases will be referred to mediation institutions through court channels for resolution in the future, which will further intensify the diversion of arbitral case sources.

Second, the inherent attractiveness of mediation itself constitutes another important reason for the diversion of arbitral case sources. Arbitration is more suitable for disputes where the rights and obligations of the parties are clearly defined, the trust between the two sides has completely broken down, and a binding and final award is required [14]. By contrast, mediation is more suitable for scenarios where the facts of the dispute are complex, the parties still have a willingness to cooperate, and the creative dispute solution methods are needed. Compared with the quasi-judicial and adversarial procedures of arbitration, the core advantages of mediation lie in its characteristics of being amicable and flexible [15]. Mediation proceedings are not bound by strict evidentiary rules and procedural formalities, thereby granting the parties a high degree of autonomy; it aims to reach a consensus through amicable negotiation, rather than simply determining the rights and wrongs of the parties. Therefore, it is more suitable for those parties who wish to maintain their long-term commercial cooperative relationships while resolving their existing disputes [16]. Furthermore, mediation is generally regarded as being more time-efficient and cost-effective than arbitration. For modern commercial entities that are increasingly focused on cost-effectiveness and risk management, especially against the backdrop of growing uncertainty in the global economy, these advantages of mediation are highly attractive.

2.2 The Disappearance of the Unique Advantages of Cross-Border Enforcement of Arbitral Awards

The entry into force of the *Singapore Convention on Mediation* has posed a tremendous impact on the unique advantage of international commercial arbitration, namely the cross-border enforceability of its awards. For a long time, the reason why arbitration has been able to outpace litigation and become the mainstream tool for resolving international commercial disputes lies in the nearly global enforcement guarantee provided by the *New York Convention* [17]. However, the *Singapore Convention on Mediation* has ended this monopoly. It has created an independent and direct cross-border enforcement mechanism for international commercial mediation settlement agreements, lifting their legal status from ordinary contracts to globally enforceable instruments on a par with arbitral awards. This has directly undermined arbitration's unique and exclusive advantages in terms of enforceability. Parties can now reach a mediation settlement agreement with the confidence that this settlement outcome will be effectively enforced in the contracting states of the *Singapore Convention on Mediation* [18]. The *Singapore Convention on Mediation* has deliberately imitated and even surpassed the *New York Convention* in its institutional design. In terms of terminology, it replaces phrase "recognition and enforcement" with "grant relief", skillfully avoiding the theoretical issue that settlement agreements lack res judicata and placing greater emphasis on the realization of the parties' substantive rights. Regarding grounds for refusing relief, it not only adopts the *New York Convention*'s well-established rules on party capacity, agreement validity and public policy, but also innovatively adds defenses specific to mediation proceedings. A typical example is "the mediator has seriously violated the standards applicable to them, and in the absence of such a violation, the party seeking relief would not have entered into the settlement agreement"[2]. This provision directly addresses the particularities of mediation proceedings and provides more targeted criteria for enforcement review.

Further, the emergence of the *Singapore Convention on Mediation* may even narrow the *New York Convention*'s scope of application. In the past, for the purpose of endowing mediation outcomes with cross-border enforceability, the "Mediation-Arbitration" model was widely adopted in practice [19]. The model refers that after the parties reached a settlement, they would request the arbitral tribunal to render a consent award in accordance with the content of the settlement, and then enforce it through the mechanism provided by the *New York Convention*. This practice itself has long been controversial in theory and has been criticized by some scholars for lacking a genuine dispute nature and instrumentalizedly using arbitral proceedings [20]. With the *Singapore Convention on Mediation* providing a direct and legitimate channel for enforcing settlement agreements, national courts may

[1] The data is sourced from *Annual Report on Commercial Mediation in China (2023-2024)*, released by The Mediation Center of the China Council for the Promotion of International Trade (CCPIT) / China Chamber of International Commerce (CCOIC).

[2] See Article 5 1 (e) of *Singapore Convention on Mediation*.

adopt a more stringent stance in reviews of such consent awards. Judicial authorities are fully justified in posing this question: since there already exists the broad and smooth path provided by the *Singapore Convention on Mediation*, why would parties still opt for the *New York Convention*? This may lead courts to refuse to recognize and enforce such awards on the ground of lacking a genuine dispute, thereby narrowing the scope of application of the *New York Convention* in the context of hybrid dispute resolution scenarios.

2.3 The Impact on the Traditional Theories and Practices of Arbitration

The rise of international commercial mediation has also posed challenges to some core theories and practical philosophies of international commercial arbitration. The first challenge is that it weakens the theory of arbitral finality. Arbitration's principle of "one award, final award" is one of its core values that distinguish it from civil litigation with the two-instance final judgment system. This means that once an award is rendered, the parties may not institute a new lawsuit or arbitration regarding the same dispute, except in a very limited number of statutory circumstances. However, the essence of mediation lies in the parties' autonomous consent, and the finality of its outcomes derives from the parties' continuing willingness rather than the mandatory conferment by law [21]. Against the backdrop of the growing prevalence of hybrid models like Arbitration-Mediation-Arbitration, the shift of proceedings between arbitration and mediation has become the norm. When arbitrators convert to mediators and actively intervene and propose settlement solutions or even disclose their preliminary views on the case, would their preconceived notions affect the justice of the final award if the mediation fails and they revert to arbitrators? Can such an award still be regarded as a final award in the strict sense? These issues pose a severe challenge to the traditional theory of arbitral finality.

The second challenge is that the role of the neutral is blurring. There are differences between arbitrators and mediators in terms of their role definition and skill requirements. An arbitrator is an adjudicator, whose core duty is to render a decision in an impartial and detached manner on the basis of the facts and the law [22]. In contrast, a mediator is a facilitator who needs to communicate with all parties more actively, explore their underlying genuine interests, bridge differences and put forward creative settlement proposals. When the same neutral third party switches between these two roles, it can easily trigger ethical dilemmas and a crisis of procedural legitimacy. How should confidential information from a mediator's separate meeting be handled if the mediator later becomes an arbitrator? Do the inclined views formed during the mediation process constitute a bias against the other party? All these issues may not only lead to the annulment or refusal of the award enforcement, but also fundamentally challenge the purity of the neutral's identity.

The third challenge is the contradiction between the trend of judicialization and the demand for dejudicialization. In recent decades, international commercial arbitration has become increasingly complex, adversarial, time-consuming and costly in pursuit of the legitimacy and rigor of awards, exhibiting a distinct tendency towards judicialization [23]. To some extent, this has deviated from the original purpose of arbitration as an efficient and flexible method of commercial dispute resolution method. In contrast, the rise of international mediation precisely represents a collective demand from global commercial entities for a dispute resolution method that is more in line with commercial realities, more cooperative in nature and more dejudicialized. Mediation's value orientation has sparked profound reflection in the arbitration community on its long-term development path: should arbitration continue to refine and perfect itself along the path of judicialization, or return to its original aspiration and re-embrace the core values of efficiency and flexibility? This tension at the ideological level will constitute a crucial question for the future development of arbitration.

3. OPPORTUNITIES POSSESSED BY INTERNATIONAL COMMERCIAL ARBITRATION AMID THE VIGOROUS DEVELOPMENT OF INTERNATIONAL COMMERCIAL MEDIATION

While the establishment of the IOMed has posed unprecedented challenges to international commercial arbitration, crisis often breeds new vitality. From a developmental perspective, the rise of mediation will not necessarily lead to the decline of arbitration. On the contrary, it may serve as a historic opportunity to promote arbitration's self-innovation, expand its boundaries and upgrade the quality of its services.

3.1 Scope of Business Can Be Expanded

Faced with the pressure of case diversion by mediation, the most direct response strategy for arbitration institutions

is to turn passivity into proactivity, integrate mediation services into their business scope, and achieve a strategic transformation from a single-service provider to a comprehensive dispute resolution service platform. This transformation is an inevitable outcome driven by market demand. The complexity of modern commercial disputes dictates that parties require integrated and customizable solutions, rather than shuttling between different dispute resolution methods and institutions [24]. A one-stop platform providing full-spectrum services including negotiation, mediation and arbitration will undoubtedly better satisfy client demands and boost client stickiness. Drawing on their long-accumulated brand reputation, expert resources and case management experience, arbitration institutions hold inherent advantages in expanding ADR services such as mediation. In China, many international dispute resolution institutions have already explored the development of one-stop platforms. At the central level, China International Commercial Court (CICC) established by the Supreme People's Court has been dedicated to building a one-stop diversified dispute resolution mechanism for international commercial disputes since its establishment. It enables the effective convergence of litigation, mediation and arbitration. It has also included a lot of renowned domestic and foreign arbitration and mediation institutions in its roster of cooperating institutions. At the local level, arbitration institutions like Hainan International Arbitration Court (HIAC) have been actively advancing the dual-track operation of "arbitration plus mediation" and established International Commercial Mediation Centers, which has achieved remarkable results.

By establishing additional mediation centers or providing independent mediation services, arbitration institutions can not only cultivate new business growth drivers and revenue streams, but also attract and retain clients who leave due to the adversarial nature and high costs of arbitration. Parties can flexibly choose the most suitable dispute resolution method at different stages of a dispute within a institution, thus maximizing dispute resolution efficiency [25]. This integrated service model changes the relationship between arbitration and mediation from competitors into complements, expanding the overall ADR market.

3.2 Service Models Can Be Innovated

Incorporating mediation into the business scope is merely the first step. The deeper opportunity lies in innovating and refining the integrated "arbitration plus mediation" service model, so as to unlock the "1+1>2" synergistic effect.[26] In this respect, the practice of the combination of arbitration and mediation pioneered by the China International Economic and Trade Arbitration Commission (CIETAC), namely embeding mediation proceedings within arbitral processes, has long been widely acknowledged and acclaimed as the Oriental Experience by the international arbitration community. The establishment of IOMed and the rise of China's status in global governance have provided an extraordinary historical opportunity to gain global prominence for this model that embodies the Oriental cultural wisdom of "harmony as the highest value".

In recent years, hybrid dispute resolution mechanisms typified by "Mediation-Arbitration" and "Arbitration-Mediation-Arbitration" have evolved from early spontaneous experimentation to institutionalized and refined frameworks. The revised rules of major international arbitration institutions clearly reflect this trend. The Singapore International Arbitration Centre (SIAC) takes a leading position in this field. The *SIAC-SIMC Arb-Med-Arb Protocol*, jointly promulgated by SIAC and the Singapore International Mediation Centre (SIMC), provides parties with a well-defined and comprehensive framework of procedural guidance. When the parties execute the protocol, the arbitral proceeding can be suspended at any time and referred to mediation. If mediation succeeds, the mediation settlement agreement may be recorded as an enforceable consent award. If it fails, the proceeding shall revert seamlessly to the original arbitral proceeding. The 2024 revised arbitration rules of SIAC explicitly encourage the arbitral tribunal to proactively advise the parties to adopt amicable dispute resolution methods such as mediation during case management conferences. The ICC International Court of Arbitration, in Appendix IV "Case Management Techniques" of its 2021 arbitration rules, explicitly lists "encouraging the parties to consider settling all or part of their dispute" as one of the case management measures that the arbitration tribunal should take. The rules of Hong Kong International Arbitration Centre (HKIAC) also stipulate that when the parties reach a settlement agreement during the arbitral proceedings, they may request the arbitral tribunal to issue a consent award based on the settlement agreement, thereby endowing the settlement agreement with the enforceability of an arbitral award. CIETAC, in its 2024 Arbitration Rules, has specifically stipulated on the validity of Multi-tiered Dispute Resolution Clauses. It clarifies that the parties' failure to complete preconditions such as negotiation and mediation shall not affect the initiation of arbitral proceedings, unless otherwise stipulated by the applicable law or the arbitration agreement. This provision removes potential jurisdictional obstacles to the coordination of arbitration and mediation proceedings, reflecting support for hybrid dispute resolution models. In addition, multi-tiered dispute resolution clauses are increasingly incorporated into commercial contracts, stipulating that the parties shall first engage in negotiation or mediation upon the occurrence of a dispute, and that arbitration may

only be initiated upon the failure of such processes. This trend provides an entry for arbitration institutions to systematically intervene in the pre-arbitration mediation phase of disputes, enabling the forward extension of their service chains.

3.3 Procedural Efficiency Can Be Improved

The rise of mediation is like a stone cast into the calm surface of arbitration's waters. The ripples thus generated have spurred the arbitration community to reflect on and refine its own procedural efficiency. The efficiency and cost pressures confronting the arbitration community are endogenous, and also constitute a widely criticized drawback [27]. In recent years, one of the core driving forces for the rule reforms of major arbitration institutions is to improve quality and increase efficiency. They have successively introduced lots of innovative mechanisms including the expedited procedure, emergency arbitrator, early determination procedure. In the course of this internal reform, the philosophy of mediation can provide valuable external reference. The party-centrism, flexibility and problem-oriented mindset advocated by mediation can be fully incorporated into arbitration proceedings to counteract its increasingly severe trend of judicialization. For example, in case management, the arbitration tribunal may draw on mediators' techniques to more proactively guide the parties to identify and focus on the core disputed issues, encourage both parties to reach consensus on part of the factual or legal issues, adopt more collaborative evidence disclosure methods, thereby reducing unnecessary procedural confrontation and waste of resources.

In addition, technology empowerment is another great opportunity for the coordinated development of arbitration and mediation. Online Dispute Resolution (ODR) and Artificial Intelligence (AI) are the cutting edge of the legal technology field [28]. When arbitration institutions invest heavily in developing ODR platforms, they can naturally integrate mediation functions as a standardized module, so as to achieve full-process digital management covering online case filing, document sharing, virtual hearings and document execution. AI technologies can serve both arbitration and mediation in many steps like legal research, evidence analysis and conflict of interest checks. The technological development will greatly reduce the cost of connection and transition between the two procedures, enabling the one-stop service to move from the integration of the physical space to the linkage of processes and data.

4. FUTURE DEVELOPMENT DIRECTION OF INTERNATIONAL COMMERCIAL ARBITRATION AMID THE VIGOROUS DEVELOPMENT OF INTERNATIONAL COMMERCIAL MEDIATION

Faced with the tide of the rise of mediation, international commercial arbitration must carry out a profound and comprehensive self-reform in order to achieve steady and long-term development. This is not merely a passive move to address challenges, but rather an active initiative to seize opportunities and lead the future. The future development direction should be systematic, covering four key dimensions: system construction, institutional transformation and talent cultivation.

4.1 System Dimension: Improving the Legal and Regulatory Framework for Mediation-Arbitration Linkage

Institutions constitute the guarantee and the cornerstone of all practical innovations. At present, the integration of arbitration and mediation still confronts numerous gray areas in laws and rules in practice, which calls for urgent improvement [29]. Taking China as an example, at the national legislative level, China shall revise *The Arbitration Law of the People's Republic of China* and other relevant laws in a timely manner to provide clear and solid legal support for hybrid dispute resolution. Key legislative issues shall include the following aspects. First, clarify the validity of multi-tiered dispute resolution clauses. With regard to the prevalent "mediation prior to arbitration" clauses in contracts, their legal nature shall be explicitly defined. If such clauses are clear, explicit and operable, they shall be recognized as a precondition to arbitration. Explicit legal provisions shall be formulated on how arbitration institutions or courts shall handle cases where a party directly files an application for arbitration without going through the mandatory pre-arbitration procedure. The judicial views of the Supreme People's Court have inclined toward recognizing the procedural binding force of such clauses on the parties where the clauses are clearly stipulated in contracts. This position shall be confirmed in legislation. Second, regulate the role transition between mediators and arbitrators. To address concerns over procedural legitimacy in hybrid proceedings, the law shall establish strict firewall rules governing the role transition of neutrals. For example, it shall be stipulated that

an arbitrator transitioning to a mediator or vice versa must obtain the explicit and written consent of all parties; an information isolation mechanism shall be established to ensure that unilateral confidential information obtained during mediation shall not serve as the basis for subsequent arbitration awards. Third, pave the way for the implementation of the *Singapore Convention on Mediation*. Revise *Civil Procedure Law of the People's Republic of China* and other relevant laws to ensure that international mediated settlement agreements can be enforced directly and expeditiously in accordance with the Convention. In addition, consider establishing supporting measures such as an individual mediator system in line with international standards.

At the institutional rule level, arbitration institutions shall continue to align themselves with international best practices and optimize their arbitration rules to render their arbitration-mediation services more operable, attractive and predictable. Major international arbitration institutions adopt different strategies in integrating mediation. The models of SIAC and CIETAC are the most distinctive and systematic, while the ICCICA and HKIAC adopt a more flexible and principled encouraging stance. In the future, arbitration rules shall more clearly define the mechanisms for the initiation, suspension, termination and transition of hybrid proceedings; provide more attractive cost incentive schemes to encourage parties to attempt mediation; and offer more explicit guidance on ethical issues including information disclosure and conflicts of interest.

4.2 Institutional Dimension: Building an Intelligent One-Stop Dispute Resolution Platform

Arbitration institutions themselves need to transform from traditional legal service providers into technology-driven and integrated-service modern platforms.

First and foremost, fully embrace digitalization and intelligentization. The future of dispute resolution is bound to be intelligent. Arbitration institutions must accelerate the development of robust Online Dispute Resolution (ODR) platforms, integrating the entire case management process including case filing, service of process, constitution of arbitral tribunals, evidence exchange, virtual hearings and the issuance of arbitral instruments into a secure and efficient digital system. Arbitration institutions should also actively explore the in-depth application of AI in dispute resolution. AI can not only assist arbitration representatives and arbitrators in the review of extensive documents, legal research and fact sorting, but also be deployed for case management and predictive analysis [30]. It can even aid in drafting preliminary procedural orders or certain portions of awards, thereby substantially boosting arbitration efficiency and reducing costs. Nevertheless, the application of AI must be predicated on rigorous data security, privacy protection and algorithmic fairness. Arbitration institutions need to establish sound internal governance and oversight mechanisms to safeguard against risks arising from the misuse of technology.

Online commercial mediation platforms have been applied to a certain extent in China, providing efficient and convenient online channels for the resolution of commercial disputes in the Internet era [31]. They feature distinct advantages especially in cross-regional commercial disputes and have delivered favorable social effects. Many parties of commercial mediation have successfully resolved their commercial disputes through such platforms, reduced mediation costs and preserved sound commercial relationships. Taking China (Hangzhou) Intellectual Property and International Commercial Mediation Cloud Platform (hereinafter referred to as the Cloud Platform) as an example, the Cloud Platform is constructed under the leadership of the China Council for the Promotion of International Trade (CCPIT) Hangzhou Sub-Council and under the professional guidance of the Hangzhou Intermediate People's Court. It is designed to resolve intellectual property disputes and promote international commercial mediation.

Since its launch, the Cloud Platform has adhered to the philosophy of intellectualization and informatization. Relying on big data, AI and other technologies, it has further enhanced its cross-temporal and cross-regional mediation services, covering electronic service, a unified online call center, the restoration of missing contact, electronic signature, automatic generation of documents and online judicial confirmation. As of October 21, 2024, the Cloud Platform has received a total of 34,532 cases, of which 29,099 have been concluded and 10,420 have been successfully mediated, representing a success rate of 35.81%; the amount in dispute exceeds RMB 5 billion; the cases cover 37 countries and regions including China, the United States, Germany, the United Kingdom, Japan and South Korea[3]. The Cloud Platform greatly alleviate the judicial burden on people's courts. However, certain challenges remain in the operation of online commercial mediation platforms. While online commercial mediation platforms provide convenient and efficient mediation services, they still encounter issues in practice such as the

[3] The data is sourced from the official website of China (Hangzhou) Intellectual Property and International Commercial Mediation Cloud Platform, https://hzzcss.tiaojiecloud.com/#/, last visited on February 23, 2025.

uneven competence of mediators and the lack of enforceability of mediation agreements. These may make it difficult to properly resolve complex commercial disputes and may even trigger more extensive legal disputes. Therefore, online commercial mediation platforms should continuously enhance their functionalities at the technical level to improve user experience.

Second, build a one-stop service ecosystem. Arbitration institutions should no longer be isolated islands, but key hubs in the diversified dispute resolution network. This means that arbitration institutions should take the initiative to establish regularized and institutionalized cooperation and referral mechanisms with court systems, mediation institutions, industry associations and other relevant entities, as well as build a one-stop dispute resolution platform where litigation, mediation, arbitration and other dispute resolution methods are organically connected and efficiently circulated. On this platform, parties can choose single or combined dispute resolution solutions in accordance with their own needs, much like ordering dishes from a menu, thus attaining the optimal return on investment.

4.3 Talent Dimension: Cultivating Dispute Resolvers Equipped with Adjudicative Thinking and Conciliation Skills

The core of dispute resolution services lies in people. Changes of systems and institutions ultimately require implementation by professionals with new competencies. The rise of mediation has placed demands on traditional arbitrators for skill transformation.

Top dispute resolution experts in the future should no longer be craftsmen with a single skill, but architects equipped with interdisciplinary competencies. They must not only possess the adjudicative mindset of arbitrators including the rigorous legal analysis capabilities, evidence evaluation skills and award-drafting proficiency, but also master the the conciliation techniques of mediators like excellent communication skills, negotiation strategies, psychological insight and creative mindset. Only this type of interdisciplinary talents can handle hybrid dispute resolution procedures with ease. They can flexibly switch between different roles according to the needs of the procedure, as well as design the optimal and customized dispute resolution solutions for the parties [32]. This procedural design capability will become the core competitiveness of top dispute resolution experts in the future. For this reason, both the legal education system and the legal professional training system need to be restructured. Law schools should break down the barriers between arbitration and mediation in their curriculum design and offer more integrated practical training courses. Bar Associations and arbitration institutions should reform their training and qualification certification systems, as well as launch training programs and professional ethics codes for interdisciplinary dispute resolution professionals. Arbitration institutions should place greater emphasis on whether the candidates possess mediation experience and cross-cultural communication capabilities when recruiting arbitrators. What's more, they may consider establishing a specialized arbitrator-mediator roster for parties to select from in hybrid procedures.

5. CONCLUSION

The establishment of IOMed and the entry into force of the *Singapore Convention on Mediation* jointly constitute one of the most significant structural changes in the field of international dispute resolution in the 21st century. This transformation has undoubtedly posed profound and comprehensive challenges to international commercial arbitration, which has long held a dominant position in the field. These challenges are mainly reflected in three aspects: direct competition in the case source market, the loss of arbitration's unique advantage of cross-border enforceability and the impact on its core theories. However, challenges and opportunities are often two sides of the same coin. The rise of mediation has also brought new opportunities for the development of arbitration. Looking ahead, the vitality of international commercial arbitration will depend on whether it can embrace changes with an open mind and embrace competition with a spirit of innovation.

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