

ENFORCEMENT OF ARBITRAL AWARDS AND MEDIATION SETTLEMENT AGREEMENTS: NAVIGATING LEGAL AND PRACTICAL CHALLENGES

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ABSTRACT

This paper examines the enforcement of arbitral awards and mediation settlement agreements in international commercial dispute resolution, focusing on the legal frameworks established by the New York Convention (1958) and the Singapore Convention on Mediation (2018). While both instruments aim to promote certainty, finality, and party autonomy by facilitating cross-border enforceability, significant legal and practical challenges persist. The New York Convention has enabled widespread recognition of arbitral awards, yet enforcement is often complicated by public policy exceptions, due process claims, and issues involving sovereign immunity. Similarly, the Singapore Convention introduces a uniform enforcement mechanism for international mediated settlements but faces limitations due to uneven ratification, optional reservations by states, and varying interpretations of key provisions.

Through a qualitative analysis of doctrinal literature, case law, and institutional commentary, this paper identifies recurring enforcement barriers, including inconsistent judicial interpretation, multi-jurisdictional conflicts, and challenges in locating or attaching assets across borders. The study emphasizes the critical role of national courts as enforcers of international obligations, highlighting the need for judicial training and legal harmonization. It also outlines best practices for legal practitioners, such as careful clause drafting, strategic seat selection, and early asset preservation measures.

Ultimately, the paper argues that while international conventions provide a strong foundation for enforceability, their full potential depends on effective domestic implementation and global cooperation. Strengthening institutional capacities and fostering a culture of good faith compliance will be key to ensuring that arbitral awards and mediated settlements are treated as reliable and enforceable outcomes in international commerce.

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INTRODUCTION

An *arbitral award* is the final determination rendered by an arbitral tribunal under an arbitration agreement, resolving the dispute between the parties in accordance with the agreed law. A *mediation settlement agreement* (also called a mediated settlement or “accord”) is a contract that records the terms of resolution agreed by disputing parties during a mediation. Both mechanisms serve as consensual alternatives to traditional court litigation in international disputes. Their appeal lies in flexibility and party autonomy, but this appeal ultimately depends on enforcing the outcome when one party is unwilling. Finality and enforceability are therefore at the heart of their value: an award or settlement that cannot be enforced is little different from no resolution at all.

At the foundation of the modern enforcement regime for arbitration is the Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the *New York Convention*) of 1958. The New York Convention obligates contracting states to recognize and enforce arbitral awards, subject only to narrowly defined defenses^[1].

Its purpose is to minimize judicial obstruction and to provide parties with certainty that a foreign award will be honored as if it were a domestic judgment. Indeed, UNCITRAL's Guide to the Convention emphasizes that the Convention's objective is to "facilitate the recognition and enforcement of arbitral awards to the greatest extent possible," and therefore notes that courts have construed its refusal grounds strictly^[4]. In practice, therefore, courts in most jurisdictions will enforce an arbitration award unless a clearly established ground for refusal is proven. This predictability and deference are essential to arbitration's credibility in facilitating international commerce.

Despite this strong international framework, enforcing awards (and especially mediated settlements) still encounters complexity. Cross-border enforcement necessarily engages multiple legal systems. For example, an award valid in the seat of arbitration may face hostile public-policy review in the place of enforcement; a mediation settlement that meets contract requirements in one jurisdiction may not squarely fit in another's legal scheme. Additional complications arise where the losing party is a foreign state or state-owned enterprise (raising immunity issues) or has organized its assets through opaque multinational structures. These realities have prompted this paper's central thesis: that despite the New York Convention's near-universal reach and the advent of the Singapore Convention on Mediation, substantial legal and practical obstacles remain in cross-border enforcement. Addressing those obstacles requires ongoing refinement of international conventions and domestic laws, as well as proactive strategies by parties and their counsel.

LITERATURE REVIEW

Scholarly literature on enforcement of arbitral awards is extensive. Authors have long praised the New York Convention's role in creating a uniform enforcement regime while critiquing the application of its limited exceptions. Empirical studies have provided useful data: for example, one major study of court decisions from 2010–2020 found that national courts enforced foreign arbitration awards in roughly 73% of reported cases and granted enforcement refusal (or vacatur) in only about 23% of cases. This suggests a strong pro-enforcement bias overall, although outcomes vary by jurisdiction and specific circumstances. Commentators also analyze the Convention's history and purpose. Many note that

the Convention's preamble and drafting history reflect an intent to overcome the deficiencies of earlier enforcement regimes and to restrain judicial review of awards. For instance, UNCITRAL's Guide stresses that the Convention was designed to promote enforceability broadly, and courts have generally adhered to that pro-enforcement spirit. At the same time, scholars scrutinize the Convention's "exhaustive" list of grounds for refusal under Article V, debating issues such as the scope of "arbitrability," the meaning of a "notice" violation, or what constitutes an arbitrator exceeding authority.

In the domain of mediation, the literature has recently burgeoned following the Singapore Convention's adoption. Historically, enforcement of mediated settlement agreements across borders was seen as problematic because such agreements were viewed as ordinary contracts.

Authors observed that without a specialized international instrument, cross-border mediated deals depended on general contract or local law, leaving enforceability uncertain. This gap drew critical commentary, noting that settlement deals could be undone by jurisdictional technicalities.

The 2018 Singapore Convention has elicited new scholarship. For example, Timothy Schnabel explains that the Convention establishes a "uniform, efficient framework" for recognizing and enforcing international mediated settlements, akin to the role of the New York Convention for arbitral awards. Analysts compare the new treaty's provisions to those of existing regimes and predict its impact on mediation practice. Some literature cautions that interpretation will be key; observers highlight, for instance, how the Convention's optional reservations and excluded categories will shape its effectiveness. Overall, the academic consensus is that the Convention represents a critical development, but its real-world efficacy depends on ratification and judicial application.

ENFORCEMENT OF ARBITRAL AWARDS: FRAMEWORKS AND CHALLENGES

The New York Convention (1958)

The New York Convention is the cornerstone of international enforcement of arbitration awards. It requires contracting states to recognize and enforce foreign arbitral awards as a matter of law, subject only to specific defenses prescribed in Article V^[1]. The treaty's intent is to minimize needless judicial

intervention: it posits that an award “shall be recognized as binding and enforced” in other signatory states, so long as one party furnishes a properly authenticated award and the arbitration agreement. UNCITRAL has emphasized that the Convention’s purpose is to facilitate enforcement “to the greatest extent possible,” and accordingly courts have construed its defenses narrowly^[4]. In practice, the New York Convention has achieved near-universal adoption (over 160 state parties) and courts generally accord awards the status of final judgments. Recognizing a foreign award is therefore typically the default outcome, reinforcing arbitration’s finality.

Grounds for Refusal under Article V

The Convention deliberately limits the scope of defenses to “exhaustive” grounds. Article V(1) specifies mandatory bases for refusal: for example, if a party lacked capacity under the arbitration agreement, if the agreement was invalid under the chosen law, if the tribunal was improperly constituted or exceeded its mandate, or if notice of the proceedings was not properly given. Article V(2) adds two discretionary grounds: enforcement may also be refused if enforcement would violate the enforcing state’s public policy or if the subject matter of the dispute was not capable of settlement by arbitration under applicable law^[1]. The UNCITRAL Guide notes that this list is exclusive and interpreted restrictively^[4]. In other words, an enforcing court cannot invoke additional grounds beyond those listed. Consequently, defenses under Article V are narrowly applied; a resisting party bears the burden of proving the precise conditions of Article V. Where no such condition is shown, the award is enforced.

Specific defenses have drawn significant scrutiny. The public policy exception (Art. V(2)(b)) is particularly contested. Its broad language empowers courts to refuse enforcement if an award is fundamentally at odds with a forum’s core legal principles. Observers note that each jurisdiction defines “public policy” differently: some courts confine it to grievous legal transgressions (e.g. awards procured by bribery or fraud), while others have interpreted it more expansively to include domestic regulatory aims or fundamental societal values. This diversity makes enforcement outcomes unpredictable^[4]. Due process challenges (Article V(1)(b)) likewise arise if a party claims denial of a fair hearing. These claims must meet a high

evidentiary threshold; courts insist on proof of a serious violation (such as deliberate bias or denial of representation). Similarly, objections that an arbitrator exceeded his mandate (Art. V(1)(c)) or that the arbitration agreement was invalid (Art. V(1)(a)) are narrowly read. In effect, except for clear statutory bars or blatant miscarriages of process, courts seldom refuse enforcement. The prevailing judicial approach is that Article V is to be applied to deter only manifest irregularities.

Practical Challenges in Enforcement

Even when an award is confirmed for enforcement, executing the award against the losing party’s assets often faces practical hurdles. A claimant must identify and locate the debtor’s assets in the jurisdiction of enforcement, which can be difficult if the debtor employs complex international corporate or trust structures to conceal assets. Asset tracing across borders can require costly forensic investigation and multiple interlocutory steps. Enforcing against a sovereign state or state-owned entity introduces additional layers. Although the New York Convention obliges contract-based tribunals, states generally enjoy immunity from suit. Investment treaties and the ICSID Convention mitigate this: for instance, Article 54 of the 1965 ICSID Convention explicitly provides that ICSID awards “shall be recognized as binding and enforced...as if they were a final judgment of that State,” effectively waiving sovereign immunity for enforcement^[2]. Non-ICSID awards must often rely on national law or treaties to pierce immunity, a process that can vary by forum.

Other practical obstacles include parallel proceedings aimed at stalling enforcement. A losing party may initiate annulment or set-aside actions in the seat of arbitration, or obtain anti-enforcement injunctions in another jurisdiction, creating conflicting proceedings. The costs and delays of enforcing an award in multiple countries are also significant: claimants may incur legal fees in several legal systems, translation costs, and protracted litigation. Political or cultural factors can also influence enforcement. For example, a foreign court might subconsciously favor a local standard of “justice” or diplomatic relationships that disfavor enforcement of a distant tribunal’s decision. In sum, even with the New York Convention in place, the claimant must navigate a complex, multi-jurisdictional process to collect under an award.

ENFORCEMENT OF MEDIATION SETTLEMENT AGREEMENTS: THE EVOLVING LANDSCAPE

Traditional Challenges Pre-Singapore Convention

Historically, mediated settlement agreements have been enforced as ordinary contracts. Internationally, this meant resort to the governing law of the agreement or local contract enforcement procedures of each jurisdiction. Unlike arbitration awards, mediated deals lacked a specialized international enforcement treaty. This posed difficulties in cross-border cases: a settlement valid in one country might be void or unenforceable in another (for example, due to writing requirements or statutory invalidity).

Courts sometimes declined to enforce settlements on grounds that they were not properly documented or because one party claimed a lack of consensus. These outcomes undermined parties' trust in mediation for international disputes. In essence, without a dedicated regime, parties could not reliably count on a mediated deal being honored abroad.

The Singapore Convention on Mediation (2018)

To address this gap, UNCITRAL adopted the UN Convention on International Settlement Agreements Resulting from Mediation (the Singapore Convention), which entered into force in 2020. The Singapore Convention creates a uniform enforcement regime for cross-border mediated settlements akin to the New York Convention for arbitration. It applies to written settlement agreements resolving international commercial disputes, providing a mechanism for parties to invoke the agreement in a foreign court or authority. For example, the Convention requires courts of parties to the treaty to enforce a covered settlement agreement unless a specified defense applies. One commentator notes that the treaty furnishes a "uniform, efficient framework for the recognition and enforcement of mediated settlement agreements...akin to [the] framework that the 1958 New York Convention provides for arbitral awards". Key provisions include formal requirements (written agreement, signature, evidence of mediation) and provisions listing limited grounds for refusal (similar in structure to Article V of the New York Convention). The Convention also contains important innovations: for instance, Article 7 calls for application of the most favorable law or

treaty (comparable to the "most-favoured-nation" concept) in interpreting and enforcing settlements.

The anticipated impact of the Singapore Convention is to bring certainty and stability to mediated settlement enforcement. By harmonizing the enforcement procedure across signatories, it encourages parties to choose mediation by reducing the risk that a settlement will later be disregarded in a foreign forum. The Convention is also intended to promote mediation as an alternative dispute resolution method internationally. It contains mechanisms for signatory states to preserve consistency (for example, allowing only written agreements and limiting non-enforceability grounds). In sum, the treaty fills a long-standing void and raises the profile of international mediation as an enforceable process.

Challenges and Limitations of the Singapore Convention

Despite its promise, the Singapore Convention faces several hurdles. As of 2025, ratification and accession remain relatively limited compared to the New York Convention, meaning many jurisdictions are not yet bound by it. Even among parties, implementation may be uneven: signatory states may interpret provisions differently, especially since the treaty allows a state to make certain reservations (for example excluding agreements involving that state or its agencies, Art. 8). Critics also point out that the treaty's exclusion clauses (such as excluding consumer, family, or employment disputes, or settlements already enforceable as judgments or awards) can limit applicability. Moreover, the Convention does not override domestic contract formalities in some cases; a settlement agreement must still meet basic validity criteria under local law. In practice, therefore, mediators and counsel must carefully ensure settlements meet both the Convention's formalities and any residual domestic requirements. Finally, the relative novelty of the treaty means there is not yet a body of international case law interpreting it. National courts in enforcing jurisdictions will play a crucial role in shaping its scope, and inconsistent early interpretations could affect its uniformity. In sum, the Singapore Convention lays a strong foundation, but its efficacy will depend on wider adoption and judicious application.

CROSS-CUTTING THEMES IN ENFORCEMENT

Jurisdictional Nuances and Conflict of Laws

Enforcement of international awards and settlements inherently involves conflict-of-laws issues. Even under a treaty, a case often touches the laws of the seat of arbitration or mediation, the law of the contract, and the law of the enforcement forum. Divergences in statutory requirements or public policy standards between these jurisdictions can impact enforcement. For example, what one jurisdiction deems a binding settlement or award might under another law require additional formalities. Parties must therefore consider choice-of-law clauses carefully, and advocates must navigate any conflicts to persuade enforcing courts that the original agreement or award is valid under the chosen law.

The Role of National Courts

Because international awards and mediated settlements do not “self-execute” like judgments in some federal systems, national courts are the ultimate enforcers. Courts of each country must interpret treaty obligations, check formalities, and decide whether an enforcement defense applies. In this role, courts act as gatekeepers: they interpret the scope of treaty articles and invoke domestic provisions in parallel. Some courts adopt a pro-enforcement bias, favoring arbitration and mediation in line with public policy favoring dispute resolution, whereas others may be more skeptical. The UNCITRAL Guide to the New York Convention specifically notes that contracting states generally allow courts discretion under Article V, but counsel that enforcement should be the norm unless a clear ground is met. This principle underscores the judicial duty to enforce when possible. In practice, consistent and vigilant court support is indispensable to the treaties’ effectiveness.

Ethical Considerations and Good Faith

Enforcement also implicates the ethical obligations of parties and counsel. Parties who negotiate and sign arbitration or mediation agreements undertakings an implied promise to abide by the outcome. Attorneys must ensure that enforcement initiatives are grounded in good faith. For instance, seeking enforcement of a

mediated settlement in bad faith (after previously repudiating the agreement in arbitration) could attract sanctions or be barred by equitable doctrines. National courts may consider whether a party is acting honorably in seeking or resisting enforcement. The spirit of cooperation is especially important in mediation, where confidentiality and trust are pillars. Counsel should be mindful that strategic maneuvering over enforcement may undermine the reputation of these processes.

METHODOLOGY

This paper’s findings derive from a qualitative analysis of authoritative legal sources. We conducted a comprehensive literature review of academic and institutional writings addressing enforcement issues. Key sources included peer-reviewed law journal articles (e.g. empirical and doctrinal studies on arbitration enforcement) and published commentaries on the Singapore Convention. We also examined official texts and commentary: notably the New York Convention itself, the Singapore Convention, and the UNCITRAL Guide to the New York Convention. Where possible, analysis is grounded in leading judicial decisions to illustrate points (for example, cases on due process or immunity). Our approach was thematic and comparative: we identified core enforcement principles (finality, treaty obligations) and then compared how these are implemented across regimes. Throughout, we selected only well-regarded scholarly and institutional sources, in accordance with the mandate to exclude non-academic materials. Summarized data and viewpoints are attributed to these sources by citation in footnotes.

RESULTS (NAVIGATING ENFORCEMENT CHALLENGES)

The review of literature and practice reveals how specific challenges are managed under the existing legal framework. Overall, the dominant theme is that both legal design and practical tactics can mitigate enforcement risks, but that neither eradicates them completely.

Public Policy Exception

As noted, Article V(2)(b) of the New York Convention permits courts to refuse enforcement if it would “violate the public policy” of that country.

This provision is deliberately broad, and its application is unpredictable. Different jurisdictions have markedly different standards for what qualifies as fundamental public policy. For example, enforcement has been denied in cases involving deeply offensive award content or corruption, but upheld in cases where an arbitral result merely conflicts with local economic interests. Commentators observe that courts rarely invoke public policy except in egregious circumstances, but because the concept is not uniform, parties cannot be certain of success if they assert it. The net effect is that public policy remains a potent but uncertain defense. As one study observes, enforcing courts have reserved this ground for “exceptional cases” and taken a narrow view in general. In practice, claimants counter this risk by drafting choice-of-law clauses that reduce exposure (choosing laws with narrower policy exceptions) and by emphasizing the narrow construction of Article V in briefing. Nonetheless, because public policy is inherently fact-specific, it continues to pose a significant, if infrequent, threat to enforcement.

Due Process Violations

Alleged procedural unfairness is another frequent challenge. Article V(1)(b) of the New York Convention allows refusal if a party was not given proper notice of proceedings or was otherwise unable to present its case. Common scenarios include inadequate service of process, denial of an opportunity to respond to evidence, or a biased tribunal. Courts are sensitive to such claims, but they set a high evidentiary bar: mere dissatisfaction is insufficient, and only serious, material breaches (such as one party being completely kept out of the arbitration) will nullify enforcement. Courts distinguish between trivial procedural deviations (which they will not undo) and egregious omissions. In reported cases, enforcement has been denied for procedural lapses only when they struck at the fundamentals of fairness. In practice, to preempt due process objections, parties ensure careful notice procedures in arbitration rules and verify that the award contains a reasoned explanation of issues, as omissions there can give rise to challenges.

Non-Arbitrability/Non-Mediability of Subject Matter

Certain disputes are not susceptible to arbitration or mediation under various jurisdictions’ laws (for

example, criminal matters, family disputes in many systems, some insolvency claims, etc.). Article V(2)(a) of the New York Convention reflects this by permitting refusal if the subject matter is “not capable of settlement by arbitration” under the enforcing state’s law. Similarly, the Singapore Convention (Art. 5) allows refusal if the dispute could not legally have been settled by mediation. In practice, this ground has limited reach: most commercial disputes are arbitrable and mediable, and parties typically choose dispute resolution precisely where permitted. Still, conflict arises when a settlement or award involves a cross-border element that one country deems beyond its competence. To avoid this problem, drafters often explicitly exclude non-arbitrable claims from arbitration clauses and choose neutral seats known for broad arbitrability laws. Where avoidance fails, courts will compare the type of claim against their mandatory rules; if it truly falls outside the scope of arbitration/mediation, enforcement will be denied for lack of a valid waiver of jurisdiction.

Scope of Authority (Ultra Vires Awards)

Challenges can also arise when it is claimed the arbitral tribunal or mediator acted beyond the parties’ agreement. For example, an award granting relief not contemplated by the arbitration clause (such as awarding damages on a contract not mentioned in the clause) may be objected to. Article V(1)(c) specifically covers awards “in excess of the authority of the arbitral tribunal.” Courts consider whether the tribunal ventured outside its mandate. If it clearly did, they will enforce only the parts of the award within jurisdiction. Analogously, for a mediated settlement, if parties claim the mediator encroached on non-consented issues, an enforcing court might decline to enforce terms beyond what the parties signed. Careful drafting of arbitration and mediation clauses (specifying issues, permitted remedies, and the scope of authority) is critical to prevent such disputes.

Formal Invalidity of Agreements

Both arbitration agreements and mediated settlements can be attacked on formal grounds. The New York Convention requires an “agreement in writing” (Art. II), so one defense is that the arbitration clause itself was not properly documented or signed. Similarly, some jurisdictions require a signed written agreement to enforce a settlement contract. If an

enforcing court finds the agreement invalid under domestic law (for instance, due to lack of signature, forgery, or revocation), it may refuse enforcement on that basis (e.g. Art. V(1)(a) for awards). To avoid these issues, practitioners ensure that arbitration clauses and settlement agreements meet formal requirements (e.g. executed by authorized representatives, with clear evidence of consent). The Singapore Convention also explicitly requires evidence of a signed agreement and evidence that it resulted from mediation (Art. 4); these formalities are strictly checked by courts when seeking enforcement of a settlement under the Convention.

Multi-Party or Multi-Contract Complexity

Enforcing awards or settlements involving multiple parties or linked contracts adds complexity. If a settlement agreement involves many signatories, a court must verify that the signatory against whom enforcement is sought was bound by the contract. Similarly, an arbitration award rendered in a consolidated or multiparty tribunal may present jurisdictional intricacies: courts will enforce only if each resisting party was properly before the tribunal or bound by its process. In the case of serial contracts (such as a chain of subcontracts), an award on one contract might be invocable against a party in another contract. These scenarios often require fact-specific determinations of consent and agency. Parties and counsel mitigate these risks by obtaining explicit consent from all relevant parties and by drafting clauses that incorporate multiple contracts or affiliates. Nonetheless, multi-party enforcement remains a sensitive issue that courts examine with care.

STRATEGIES AND BEST PRACTICES FOR ENHANCING ENFORCEABILITY

Given the challenges identified, legal practitioners and parties can adopt proactive strategies to improve enforcement prospects.

Careful Drafting

The importance of clear, detailed clauses cannot be overstated. Arbitration clauses should explicitly identify the parties, underlying contracts, seat of arbitration, and governing law. They should clarify the tribunal's authority and any exclusions, reducing ambiguity about arbitrability and scope. For mediated settlements, agreements should be in

writing, comprehensively signed by all parties, and explicitly record that they result from mediation. Including choice-of-law provisions that favor enforcement (for instance, by selecting laws with permissive standards) can also help. These drafting precautions preempt many legal arguments that might be raised to block enforcement.

Choice of Forum (Seat of Arbitration)

The seat of arbitration determines the law governing the arbitration process and any post-award setting aside proceedings. Selecting a seat with a strong pro-arbitration legal framework and a supportive judiciary can safeguard against annulment or refusal of enforcement. For example, seats such as Singapore, London, or Paris have reputations for upholding international arbitration and quickly enforcing awards. In mediation, specifying the governing law and forum for potential litigation over the settlement (if allowed) likewise aligns expectations. Parties should weigh enforcement implications when choosing the seat of arbitration or mediation to the degree possible.

Interim Measures and Asset Preservation

To avoid losing assets during long enforcement battles, parties should pursue interim remedies at an early stage. For instance, a claimant can seek pre-award or post-award attachment or freezing orders in jurisdictions where the debtor has assets. Many countries' laws now permit courts to grant such measures (or arbitral tribunals under some rules). Because lost assets cannot be recovered later, taking such preservation steps is a critical practical strategy. Parties should also register awards in multiple key jurisdictions promptly after award issuance, to use judgment-creditor tools in each relevant forum.

Use of Investment Treaties for Enforcement

When a losing party is a foreign state or instrumentality, investment treaties and related arbitration venues can provide alternative enforcement routes. The ICSID Convention is the premier example: an investor with an ICSID award can access Article 54 enforcement globally without immunity defenses. Even outside ICSID, bilateral investment treaties (BITs) or multilateral treaties (e.g. the Energy Charter Treaty) often include arbitration provisions and treaty-based enforcement

obligations. Claimants can frame commercial disputes as treaty claims (if eligible) to leverage these enforcement advantages. Moreover, some jurisdictions are recognizing treaty awards under the New York Convention or the ICSID Convention in unique ways. Knowing these options expands the enforcement toolkit against state parties.

Technological Tools for Due Diligence

Modern technology can aid enforcement by improving asset tracing. Databases, international credit monitoring, and blockchain analysis can help locate hidden assets. Law firms increasingly use specialized software and investigative services to map asset networks and detect properties or bank accounts linked to a debtor. Such due diligence makes enforcement actions more targeted and effective. Practitioners should employ these tools, particularly in complex cases involving multiple jurisdictions or sophisticated corporate structures.

Judicial and Practitioner Training

Finally, enhancing enforcement depends on human expertise. National judges, especially in countries new to international dispute resolution, benefit from training on enforcement conventions and international arbitration/mediation principles. Specialized judicial training can reduce misunderstandings and bias in interpreting treaties. Similarly, legal practitioners should stay abreast of enforcement developments and best practices through continuing legal education. Forums such as the International Chamber of Commerce (ICC), UNCITRAL, and arbitration institutes often provide guidelines and seminars on enforcement issues. Promoting institutional capacity-building and dialogue among practitioners, arbitral institutions, and courts helps foster consistent application of enforcement rules worldwide.

CONCLUSION

This paper has demonstrated that the enforcement of arbitral awards and mediated settlement agreements involves both robust international frameworks and enduring obstacles. Arbitral awards benefit from the New York Convention's near-universal enforcement regime, and mediated settlements have a new foundation in the Singapore Convention. These instruments represent monumental progress in

promoting party autonomy and dispute resolution finality. However, full effectiveness is contingent upon consistent interpretation and diligent application by national courts. Despite the pro-enforcement ethos of the New York Convention, parties still face complex hurdles, such as variances in public-policy definitions, due process standards, and immunity doctrines. The same is true for mediated settlements: while the Singapore Convention provides a structured enforcement procedure, its impact depends on broad uptake and uniform judicial treatment.

In reaffirming the thesis, we observe that neither convention eliminates legal diversity or practical difficulty. For arbitration, the Convention's mandatory recognition principle is tempered by exceptions that turn on local concepts. For mediation, a lack of historical treaty precedent means courts are still acclimating to the new framework. In both realms, enforcement is ultimately carried out by national judiciaries applying their own laws, so differences persist. Thus, the conventions' promise of seamless enforcement is aspirational and requires ongoing support.

RECOMMENDATIONS

Based on the analysis, the following actions are recommended for various stakeholders

Broaden Ratification and Harmonization

States and international organizations should encourage wider ratification of the Singapore Convention and the remaining non-ratifying states of the New York Convention. Broader membership will increase predictability. Concurrently, national legislatures and courts should harmonize interpretation of enforcement provisions. For example, jurisdictions could clarify that their public-policy exceptions align with the restrictive approach favored under the treaties, and should limit arbitrability exceptions to the minimum necessary. International bodies (UNCITRAL, ICC, IBA) could issue non-binding guidelines on applying grounds for refusal, to guide judges toward consistency.

Judicial and Practitioner Education

Judicial authorities in all countries should receive specialized training on arbitration and mediation enforcement. Given the significant role of courts as

gatekeepers, educating judges about the objectives of the New York and Singapore Conventions can promote the pro-enforcement bias these treaties envisage. Bar associations and mediation/arbitration institutes should similarly train lawyers on drafting enforceable dispute resolution clauses and on enforcement strategies. Enhanced understanding will reduce misguided refusals and encourage respectful conduct by parties.

Promote Inter-Jurisdictional Cooperation

Enforcement often involves multiple legal systems. International cooperation mechanisms could be strengthened. For example, courts could be encouraged to share information or coordinate freezing orders across borders via bilateral treaties or multilateral frameworks. Legal assistance and mutual recognition of interim measures (such as freezing orders under certain regional agreements) should be expanded. Practice notes could recommend that enforcement petitions cite foreign notices of enforcement to courts in other relevant jurisdictions.

Model Clauses and Best Practice Guides

The legal community should continue to develop and disseminate model arbitration and mediation clauses geared toward enforceability. For instance, including a choice-of-law provision favoring enforcement, or specifying that governed settlement agreements “shall be binding and enforceable as a court judgment.” International organizations can publish

best-practice checklists for counsel drafting agreements. Such proactive measures at the contract stage are often more effective than remedies after disputes arise.

Strengthen Enforcement Tools

States should make pre- and post-award enforcement tools more accessible. This includes ensuring rules for interim measures (freezing orders, provisional attachments, etc.) are available even before a judgment, and facilitating collection by reducing bureaucratic hurdles. In particular, adopting laws that permit advance recognition of foreign interim measures (in line with the UNCITRAL Model Law on Interim Relief) would help preserve assets before an award is finalized.

Encourage Good Faith and Mediation Culture

Finally, parties and counsel should be encouraged to honor settlement agreements and arbitral awards in good faith. This cultural aspect can be promoted through institutional norms (e.g., ICC or ICSID conferences emphasizing the expectation of compliance) and the “naming and shaming” effect of publishing enforcement rulings. Governments could affirm policies that contracting to enforce international resolutions is part of fairtrade practice. Strengthening the norm of compliance complements formal enforcement mechanisms and enhances the reputation of arbitration and mediation as reliable dispute resolution methods.

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