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Procedural and Legal Foundations for the Use of Mediation in Resolving Economic Disputes in the Republic of Uzbekistan: Theoretical and Practical Issues

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Abstract

This article examines the legal regulation of mediation in the resolution of economic disputes in Uzbekistan, its relationship with economic procedural legislation, and relevant international experience. It analyzes the 2018 Law "On Mediation," provisions of the Economic Procedural Code, a 2020 Presidential Resolution, and amendments introduced in 2025. The article discusses the mechanism for the enforcement of mediation agreements and issues related to accession to the Singapore Convention on Mediation. It identifies practical challenges and offers proposals for improving the legislation.

Keywords

mediation, mediator, mediation agreement, economic dispute, Economic Procedural Code, alternative dispute resolution, Singapore Convention.

The expansion of business activity leads to an increase in the number of economic disputes. While litigation provides a legal resolution to a dispute, it entails time and expense and often severs business ties between the parties. Consequently, alternative dispute resolution methods–including mediation–are becoming increasingly widespread globally[1]. In its modern sense, mediation began to develop in the second half of the 20th century in the United States, Australia, and Great Britain.

The institution of mediation is relatively new in Uzbekistan: the Law "On Mediation" entered into force on January 1, 2019. The law aims to create a legal framework for the development of alternative dispute resolution methods and to reduce

[1] Ибратова Ф., Миркамилова М., Каршиева Ф. Значение, роль и сущность медиации в экономических спорах //International journal of professional science. – 2022. – №. 4. – С. 11-17.

the burden on the judicial system. In recent years, the institution has seen significant legislative development: Presidential Resolution No. PP-4754 "On Measures to Further Improve Alternative Dispute Resolution Mechanisms" was adopted in 2020; amendments were made to the Economic Procedural Code and other acts in 2025; and Uzbekistan acceded to the Singapore Convention in 2026.

Mediation is a method of dispute resolution involving an independent and neutral third party – the mediator – based on the voluntary consent of the parties[2]. A mediator does not issue a ruling on the dispute; instead, they facilitate negotiations and help the parties reach a mutually acceptable solution. This is the fundamental difference between mediation and court or arbitration proceedings: the solution is developed by the parties themselves.

Mediation should also be distinguished from a settlement agreement: a settlement agreement is concluded within the framework of court proceedings and approved by the court, whereas a mediation agreement is the result of the mediation process[3].

In accordance with the Law of the Republic of Uzbekistan No. ZRU-482 dated July 3, 2018, "On Mediation"[4], mediation is conducted based on the principles of confidentiality, voluntariness, cooperation and equality of the parties, and the independence and impartiality of the mediator[5]. Confidentiality enables the parties to engage in an open dialogue, as statements made during mediation are not subsequently used against them in court. Voluntariness also implies the right to withdraw from mediation at any stage.

The Law of the Republic of Uzbekistan "On Mediation" was adopted by the Legislative Chamber on June 12, 2018, approved by the Senate on June 28, and signed on July 3, 2018. It consists of four chapters and 34 articles. The Law defines key concepts (mediation, mediator, mediation agreement, agreement to conduct mediation,

[2] Ибратова Ф. Б., Ташбаева Т. А. МЕДИАТИВНОЕ СОГЛАШЕНИЕ ПО ТРУДОВОМУ СПОРУ: ТЕОРИЯ И ПРАКТИКА //International journal of professional science. – 2022. – №. 10. – С. 27-34.
[3] Липка Д. В. Медиация в зарубежных странах //Право и управление. – 2023. – №. 6. – С. 88-93.
[4] Закон Республики Узбекистан «О медиации» от 03.07.2018 г., № ЗРУ-482. https://lex.uz/docs/-3805227
[5] Ибратова Ф. Правовые вопросы медиация как альтернативный способ урегулирования споров //Слияние экономических и правовых идей: перспективы для инновационного роста. – 2023. – С. 5-14.

and agreement to apply mediation). The parties to mediation may be either natural or legal persons; they participate in the procedure personally or through a representative.

The Law of the Republic of Uzbekistan No. ZRU-482 "On Mediation," dated July 3, 2018, applies to disputes arising from civil law relations–including those related to entrepreneurial activity–as well as to individual labor disputes and family relations. It does not extend to disputes affecting public interests or the rights of third parties not participating in the mediation. An important safeguard is the prohibition of direct interference by state bodies during the mediation process; if a dispute is resolved through a mediation agreement, the state fee paid is subject to refund[6]. The law also provides for a register of professional mediators, listing the mediator's contact details, the area of mediation, and the language in which the procedure is conducted.

Resolution of the President of the Republic of Uzbekistan No. PP-4754 dated June 17, 2020, "On measures to further improve alternative dispute resolution mechanisms," is aimed at enhancing alternative dispute resolution mechanisms and has ushered in a new stage in the development of the institution of mediation. Pursuant to this resolution, the Tashkent Mediation Center was established. The Center’s primary tasks include training professional mediators, providing methodological support for mediation procedures, offering consultations on the application of mediation techniques, and organizing public awareness and educational activities for the general population and the business community[7].

Article 131 of the Economic Procedural Code of the Republic of Uzbekistan provides that parties may resolve a dispute through alternative means—namely, by concluding a settlement agreement or a mediation agreement. Thus, procedural legislation closely links mediation with the judicial process, allowing parties to reach an agreement either before or during the court proceedings. The legal framework for mediation comprises not only the specific law on mediation but also relevant provisions of the Civil Procedural Code, the Economic Procedural Code, and other legal acts.

[6] Feruza I. Mediation as an Alternative Method OF Dispute Resolution //Galaxy International Interdisciplinary Research Journal. – 2023. – Т. 11. – №. 10. – С. 102-110.
[7] Коломытцева В. В. Этапы становления медиации в зарубежных странах //Вестник Тамбовского университета. Серия: Гуманитарные науки. – 2013. – №. 2 (118). – С. 268-272.

One of the major challenges in mediation practice has been the mechanism for the enforcement of a mediation agreement in the event of non-compliance. If the agreement carries only contractual force, the other party is compelled to file a new lawsuit upon non-compliance, thereby negating the time-saving advantage of mediation[8].

To address this gap, the Law of the Republic of Uzbekistan "On Amendments and Additions to Certain Legislative Acts of the Republic of Uzbekistan Aimed at Improving the Institution of Mediation in Alternative Dispute Resolution" was adopted on October 20, 2025. Pursuant to this Law, amendments were made to the Law "On Mediation," the Economic Procedural Code (EPC), and other acts. Specifically, Part 1 of Article 25 of the EPC (regarding the jurisdiction of courts) was supplemented to include cases concerning the issuance of a writ of execution for the compulsory enforcement of a mediation agreement. Furthermore, it was established that the economic court must notify the parties who concluded the mediation agreement of the time and place of the court hearing.

These changes pave the way for granting a mediation agreement enforceable status through the courts and enhance its practical value. At the same time, several questions remain open for researchers: to what extent does the court exercise oversight when reviewing the agreement (covering only formal requirements or also its substance)? How are agreements that conflict with public interests or the rights of third parties screened out? Are the procedure and timeframes for issuing a writ of execution defined with sufficient clarity? Answers to these questions—derived from the current version of the law and early judicial practice—could serve as the primary source of scholarly novelty.

The issue of the cross-border enforcement of international settlement agreements resulting from mediation is addressed by the UN Convention (Singapore Convention). It was opened for signature on August 7, 2019, in Singapore and entered into force on September 12, 2020. The Convention establishes a unified legal framework for invoking and enforcing settlement agreements resulting from mediation in international

[8] Мурзанова Е. А. Медиация-способы и задачи урегулирования споров: опыт зарубежных стран //Вестник Волжского университета им. ВН Татищева. – 2016. – Т. 1. – №. 4. – С. 65-69.

commercial disputes[9]. In 2018, concurrently with the Convention, UNCITRAL adopted the Model Law on International Commercial Mediation.

Kazakhstan is significant in the regional context: it ratified the convention on May 23, 2022, becoming its tenth party, and the convention entered into force for the country on November 23, 2022. A delegation from Uzbekistan had been considering accession to the convention as early as 2019; according to the International Mediation Institute (IMI), Uzbekistan acceded to the convention on August 28, 2026, and it will enter into force for the country six months later. Therefore, the date of entry into force and the domestic enforcement mechanism (specifically, which court is involved and the applicable procedure) are relevant topics for study.

For a comparative analysis, it is recommended to compare the experiences of Kazakhstan, Russia, Germany, Singapore, and the USA based on the following criteria: the mandatory or voluntary nature of mediation, the court's authority to refer a case to mediation, the enforceability of the mediation agreement, and requirements for mediators.

The Law of the Republic of Kazakhstan "On Mediation" enshrines the principle of voluntariness: participation is based on the mutual consent of the parties, and withdrawal from the procedure is possible at any stage.

Under Article 179 of the Code of Civil Procedure of Kazakhstan, the parties may move to settle a dispute through mediation at any time before the court retires to deliberate on its decision—whether at the trial, appellate, or cassation stage. Mediation may be conducted with the assistance of a judge or a mediator.

An agreement reached by the parties must be distinguished from a judicial act. For the purpose of enforcement, it is necessary to take into account the statutory form of the agreement, the nature of the obligations, and the applicable enforcement procedure.[10].

The law allows for both professional and non-professional mediation. Requirements for a professional mediator include a higher education degree, a minimum

[9] Babakulovna I. F., Ibratova F. B., Yerkebayeva Z. A. Mediation as an alternative way to resolution of economic disputes. – 2023.
[10] Куатова А. А. Медиация в Казахстане //ҚАЗАҚ-ОРЫС ХАЛЫҚАРАЛЫҚ УНИВЕРСИТЕТІНІҢ ХАБАРШЫСЫ ВЕСТНИК КАЗАХСКО-РУССКОГО МЕЖДУНАРОДНОГО УНИВЕРСИТЕТА. – 2013. – С. 153.

age of 25, documentation of relevant training, and inclusion in the register of professional mediators. A separate regime applies to non-professional mediators.

Federal Law No. 193-FZ of July 27, 2010, "On the Alternative Procedure for Dispute Resolution with the Participation of an Intermediary (Mediation Procedure)," bases the procedure on the voluntary expression of the parties' will.

Mediation may be used after a dispute has been referred to court and before a decision is rendered. The court facilitates the reconciliation of the parties; however, a proposal to use mediation does not imply that the parties are obliged to reach an agreement.

In accordance with Article 12 of Federal Law No. 193-FZ "On the Alternative Procedure for Dispute Resolution Involving a Mediator (Mediation Procedure)," a mediation agreement is concluded in writing and is performed on a voluntary and good-faith basis. If the agreement is reached after the dispute has been referred to a court and is approved as a settlement agreement, its enforcement is ensured in accordance with the rules of procedural law[11]. Consequently, an ordinary mediation agreement and a court-approved settlement agreement have different procedural statuses.

The law distinguishes between professional and non-professional mediators. Additional requirements for professional mediators are set forth in Article 16 of Law No. 193-FZ "On the Alternative Dispute Resolution Procedure Involving a Mediator (Mediation Procedure)," while Article 15 establishes specific conditions for eligibility to engage in non-professional mediation activities.

The German Mediation Act (*Mediationsgesetz*) defines a mediator as an independent and impartial person who lacks the authority to make a decision regarding the dispute. The parties must understand the principles of the procedure and participate in it voluntarily.

Pursuant to Section 278a of the German Code of Civil Procedure (ZPO), the court may propose mediation or another form of alternative dispute resolution to the parties. If the parties opt for mediation, the court stays the proceedings in accordance with the

[11] Брусенцев Н. С., Пуклицкий Д. А., Тимофеев Н. С. Медиация в России: преимущества и недостатки //Актуальные проблемы конфликторазрешения в современном мире: сборник статей Всероссийской научно-практической конференции. – 2022. – С. 28.

law. At the same time, Section 278 ZPO provides for distinct mechanisms for judicial conciliation, including the involvement of a conciliation judge (*Güterichter*), who is authorized to employ mediation techniques[12].

Enforceability of the agreement. The outcome of private mediation is not automatically equated to a court judgment. To ensure enforceability, the parties may utilize legally prescribed mechanisms—specifically, a notarized document with enforcement power or a court-approved settlement agreement.

The German model is characterized by the absence of a unified, mandatory licensing requirement for all individuals conducting mediation. However, Section 5 of the Mediation Act (*Mediationsgesetz*) regulates mediator training and the use of the title *zertifizierter Mediator* ("certified mediator"). Consequently, the absence of a general license does not imply an absence of requirements regarding training and professional conduct.

Mediation is widely used in Singapore as an alternative method for resolving civil and commercial disputes. However, a distinction must be made between the voluntary nature of reaching an agreement and the obligation to participate in the process when court rules mandate such a referral.

The judicial system employs mediation to resolve suitable disputes. In the State Courts, the terms of a settlement reached through mediation can be formalized with court involvement, thereby facilitating their subsequent enforcement[13].

Article 12 of the Mediation Act 2017 allows a party to apply to the court to have an agreement reached through out-of-court mediation formalized as a court order. Typically, the application must be submitted within eight weeks of the agreement's conclusion, unless the court grants an extension. The Act stipulates additional requirements: the agreement must be in writing, signed by the parties, and the mediation must have been conducted by an authorized service provider or a certified mediator. Once formalized, the agreement is enforceable as a court order.

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[12] Гафнер К. Е. Развитие медиации как коммуникативной практики и ее институциализация //Культура, личность, общество в современном мире: методология, опыт эмпирического исследования.— Екатеринбург, 2015. – 2015. – С. 74-86.

[13] Ермакова Е. П. Гражданский процесс, арбитраж и медиация в Гонконге, Индонезии, Малайзии, Сингапуре и Филиппинах. – 2015.

Certification and institutional accreditation play an important role. For instance, meeting the requirements for a certified mediator or an authorized service provider is relevant to the formalization of an agreement under Article 12 of the Mediation Act 2017. This should not be interpreted as a universal licensing requirement applicable to every possible form of mediation.

There is no single model applicable to all courts and states in the United States. While mediation generally does not entail compulsion to reach an agreement, participation in the process itself may be mandatory pursuant to a court order or local rules. For example, the U.S. District Court for the Northern District of California allows civil cases to be referred to mediation at the judge's initiative, provided established rules are followed[14].

The court may refer cases to mediation, set timeframes for the process, and establish requirements regarding the participation of the parties and their representatives. In some federal courts, mediation is ordered by the court in a wide range of civil cases, unless there are grounds for exemption from the procedure.

A mediator does not have the authority to impose a solution on the parties. However, an agreement reached, drawn up in writing and signed by the parties, may be legally binding and enforceable as a contract[15]. If the parties wish to secure the possibility of enforcement directly within the framework of judicial proceedings, it may be necessary to formalize the agreement as a court judgment or another judicial act provided for by law.

There are no uniform federal requirements mandatory for all mediators. Qualification criteria depend on the laws of the specific state and the rules of the relevant court[16]. For instance, in the Northern District of California, lawyer-mediators are required to have at least seven years of legal practice, knowledge of federal civil

[14] Джанашиа А. З. Основные направления практики медиации в США (на примере штата Северная Каролина) //Вестник Могилевского государственного университета имени АА Кулешова. Серия С. – 2015. – №. 1 (45). – С. 57-62.
[15] Хаткевич М. Е. Об обязательности проведения медиации в некоторых штатах США : дис. – Белорусский государственный экономический университет, 2021.
[16] Лошкарев А. В., Мараховский И. В. История развития института медиации в зарубежных странах (на примере США) //Международный журнал гуманитарных и естественных наук. – 2021. – №. 6-2. – С. 184-187.

procedure, and mediation skills; however, non-lawyers may also be admitted to participate, provided they meet the established conditions.

Based on the analysis, the following courses of action may be proposed:

– **firstly**, encouraging the inclusion of mediation clauses in contracts. Clearly defining how a preliminary mediation requirement in commercial contracts affects the court's acceptance of a case and the associated timelines.

– **secondly**, strengthening the link between the courts and mediation. Ensuring courts explain the option of mediation to the parties and clarifying the procedure for suspending court proceedings.

– thirdly, defining the scope of judicial review when issuing a writ of execution. Clearly enumerate the grounds for review (conflict with the law, third-party rights, public interest).

– **fifth**, alignment of national legislation with the Singapore Convention. Clearly define the competent court and the procedure for the recognition and enforcement of foreign mediation agreements within the Economic Procedural Code.

– **sixth**, statistics and monitoring. Maintain publicly accessible statistics on economic disputes resolved through mediation, agreements for which writs of execution have been issued, and cases involving the refund of state fees.

– **seventh**, awareness-raising. Fostering a culture of mediation within the business community and among legal practitioners (in cooperation with the Tashkent Mediation Center).

In Uzbekistan, the institution of mediation has rapidly taken shape from a legislative standpoint: the primary law, the Presidential decree, Economic Procedural Code provisions, and 2025 amendments are transforming mediation into a practical tool for resolving economic disputes. The introduction of a mechanism to grant enforcement power to mediation agreements and accession to the Singapore Convention are boosting confidence in the institution. At the same time, further clarification is needed regarding enforcement procedures, the scope of judicial oversight, mediator qualifications, and the recognition of international agreements. The proposed measures expand the potential of

mediation to reduce the burden on courts, save time and costs for entrepreneurs, and improve the business climate.

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