

Mediation: Overview (China)

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A Practice Note that explains the main issues to consider from a Chinese law perspective when mediating a civil dispute. This Practice Note discusses the strong support for mediation from Chinese courts, including the China International Commercial Court (CICC), as a key form of alternative dispute resolution (ADR). It explores the commercial community's receptiveness to mediation, the common practice of Med-Arb in arbitration proceedings, and the main institutions providing mediation services. This Note covers the primary laws governing different types of mediation, such as the Civil Procedure Law of the People's Republic of China 2023 and the Commercial Mediation Regulation of the People's Republic of China 2025. Key practical considerations are addressed, including confidentiality obligations, procedural flexibility, applicable time frames, and potential cost implications. This Practice Note also examines how settlements are documented and the mechanisms for enforcing mediated settlement agreements, highlighting the value of this dispute resolution method in China.

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Mediation is a flexible, voluntary, and confidential form of alternative dispute resolution (ADR). In a mediation, a neutral third party assists parties to work towards a negotiated settlement of their dispute, with the parties retaining control over whether to settle and on what terms. Given its nature, the way mediations are conducted across jurisdictions varies, depending on factors such as the local approach to mediation, the applicable law, the complexity of the issues involved, the characteristics of the parties, and the value of the dispute. For counsel engaged in mediation, a deeper understanding of these factors is critical to achieving a successful outcome.

China has developed a diversified mediation framework, which includes:

- Judicial-annexed mediation conducted by courts or arbitration commissions before or during litigation and arbitration proceedings. In practice, this is the most widely used and influential form of mediation in *China (PRC)*.
- Commercial mediation administered by professional mediation institutions or industry associations.
- People's mediation conducted by grassroots mediation committees.
- Administrative mediation conducted by administrative authorities on matters falling within their administrative jurisdiction.

This Note explains the key issues that must be considered, from a Chinese law perspective, when mediating a civil dispute. In particular, it covers:

- The attitude of the courts towards mediation.
- Whether mediation is perceived as an effective means of dispute resolution by the business community.

- The laws on mediation, including pre-action requirements for parties to mediate before initiating litigation (regardless of any contractual obligation to refer their disputes to mediation).
- The disputes considered suitable for mediation.
- Whether the limitation period stops running when parties attempt to settle their disputes through mediation.
- How the mediation process works (including issues related to costs, confidentiality obligations of the parties and the mediators, timing of mediation, selecting a mediator, agreement to mediate, time frame for mediations, and legal representation at mediations).
- Whether judges (retired or serving, or both) can act as mediators.
- Court-annexed, judicial, and online mediations.
- The main institutions providing mediation services, including appointment of mediators.

For more on the key challenges and considerations in cross-border mediation, see [Practice Note, Cross-border mediations: overview](#).

Judicial Attitude Towards Mediations

Mediation is one of the most widely used ADR mechanisms in China for civil disputes, including cross-border disputes.

Chinese courts strongly support mediation. This stance aligns with China's national policy encouraging diversified dispute resolution mechanisms, while also helping to ease the substantial caseload pressure on the courts. In practice, judges routinely promote mediation at multiple stages of proceedings, both before and after a case is formally filed.

According to [the Annual Report on Civil and Commercial Trials of the People's Courts 2025](#) released by the Chinese [Supreme People's Court](#) (SPC) in February 2026, Chinese courts nationwide accepted 6.791 million first-instance civil and commercial cases and concluded 6.536 million cases in 2025. The combined mediation and withdrawal rate reached 42.33%, underscoring mediation's significant role in the judicial system.

In addition, the [China International Commercial Court](#) (CICC), a branch of the SPC, has actively encouraged mediation for international commercial disputes by establishing a ["One-Stop" International Commercial Dispute Resolution Platform](#) on its official website. The platform offers dedicated sections for mediation services, arbitration services, and litigation services, enabling parties to resolve international commercial disputes through their preferred combination of mediation, arbitration, or litigation (see [the SPC Guidelines for the "One-Stop" Diversified International Commercial Dispute Resolution Platform \(for Trial Implementation\) 2023](#), with effect from 30 January 2024).

Parties may also engage in pre-trial mediation:

- Conducted by the member(s) of CICC's International Commercial Expert Committee.

- Or by jointly selecting a mediation institution from the list of international commercial mediation institutions designated by CICC.

(Article 17, *Procedural Rules for the China International Commercial Court 2018* (2018 CICC Procedural Rules).)

In either case, parties can benefit from services provided by highly experienced expert mediators and reputable mediation institutions.

The CICC's proactive facilitation of mediation reflects the broader judicial attitude in China, namely, strong encouragement of amicable settlements in commercial disputes to achieve efficient, harmonious, and enforceable resolutions while respecting party autonomy.

Costs Consequences of Refusing to Mediate

Mediation is conducted on a voluntary basis and the courts cannot compel parties to mediate, whether in commercial or employment disputes (see *Civil Procedure Law of the PRC 2023* (2023 Civil Procedure Law, with effect from 1 January 2024); and *Labour-Dispute Mediation and Arbitration Law of the PRC 2007* (2007 Labour Med-Arb Law, with effect from 1 May 2008)).

However, a party's unreasonable refusal to participate in court-connected mediation may result in adverse cost consequences. Where one party, without justifiable reason, refuses to participate in mediation, the courts may at their discretion increase the portion of litigation fees borne by that party (see Article 38, *SPC Opinions on Further Deepening the Reform of the Diversified Dispute Resolution Mechanism by People's Courts 2016*).

In a reported case in Beijing (officially published by the Beijing Fengtai District People's Court), the prevailing plaintiff was ordered to bear the full litigation costs because it rejected, without reasonable justification, the defendant's mediation proposal under which the defendant had agreed to pay the entire amount sought in the complaint. Citing the principles of harmony, good faith, and efficient use of judicial resources, the court penalised the plaintiff's refusal to pursue an amicable settlement, requiring it to cover all the litigation expenses despite ultimately winning on the merits (see *Beijing Fengtai District People's Court Article "Party bears litigation for refusing to participate in mediation without good reason – Beijing Party A v Party BP Property Management Company"* (##### — #####.)).

However, it should be noted that these situations are very rare. Mediation is generally voluntary, and courts will not impose penalties or adverse cost consequences merely because a party refuses to mediate. Any cost consequences are reserved for clear cases of unreasonable refusal without justifiable reason and are applied sparingly in practice.

On the other hand, if a dispute is resolved through court mediation or the parties withdraw the case following settlement, litigation costs may be reduced by 50% (see Article 15, *Measures on the Payment of Litigation Costs 2006* (2006 Measures on Litigation Costs, with effect from 1 April 2007)).

Commercial Attitude Towards Mediation

Commercial parties in China are generally receptive to mediation as a means of resolving disputes. The process can be successful particularly where parties wish to preserve business relationships, control costs, and achieve faster outcomes.

Compared to independent or ad hoc mediation, institutional mediation conducted by courts, arbitration commissions, or mediation institutions is generally preferred. One key reason is that settlements reached through these mechanisms may be more readily converted into enforceable instruments. See [Enforcing Settlements](#).

Mediation and Arbitration

Parties involved in arbitration very commonly engage in mediation both before and during arbitration proceedings, a practice often referred to as Med-Arb. For a standard clause in a commercial agreement to give the parties the opportunity to resolve any disputes through negotiation and mediation, either before or in parallel to court or arbitration proceedings, see [Standard Clause, Multi-Tiered Dispute Resolution Procedure: China](#).

According to [the China International Commercial Arbitration Annual Report \(2024-2025\)](#) published by the [China International Economic and Trade Arbitration Commission](#) (CIETAC), in 2024, nationwide arbitration institutions concluded a total of 186,211 cases through mediation and settlement (including cases withdrawn), accounting for 31% of the total number of cases concluded. Leading arbitration institutions report even higher rates. For example, the [Beijing Arbitration Commission/Beijing International Arbitration Court](#) (BAC/BIAC) achieved an overall settlement and withdrawal rate of 45.6% in 2025 (see [BAC/BIAC Work Report for 2025](#)).

Arbitration institutions also encourage mediation prior to formal arbitration. In April 2025, the BAC/BIAC released the [BAC/BIAC Med-Arb Integration Expedited Rules 2025](#) (2025 BAC Med-Arb Rules). The 2025 BAC Med-Arb Rules explicitly provide that a settlement agreement reached by the parties at mediation prior to applying for arbitration may be converted, on application and in accordance with the rules, into a legally enforceable instrument with compulsory execution force. Meanwhile, for successful mediation before arbitration, the 2025 BAC Med-Arb Rules include special fee schedules that substantially lower arbitration fees, typically to only 20% to 50% of the standard rate under the regular BAC Arbitration Rules (see Appendix 1, 2025 BAC Med-Arb Rules). This enables parties to save up to 80% of the arbitration fees that would otherwise apply in full arbitration proceedings.

For further information on mediation in CIETAC arbitrations see [Practice Note, Procedural steps in a CIETAC arbitration \(2024 Rules\): Settlement, conciliation or other termination](#).

Laws on Mediation

The [People's Mediation Law of the PRC 2010](#) (2010 People's Mediation Law, with effect from 1 January 2011) regulates mediation conducted by people's mediation committees (relating to civil disputes). People's mediation committees are generally established by villagers' committees and neighborhood committees. Enterprises and public institutions may also set up people's mediation committees according to their needs.

In addition, there are sector specific laws such as the 2007 Labour Med-Arb Law, which governs mediation in respect of employment disputes; and the [Rural Land Contract Disputes Mediation and Arbitration Law of the PRC 2009](#) (with effect from 1 January 2010), which governs mediation in respect of disputes over the contractual management of rural land.

In May 2016, the SPC issued [the Provisions on Specially-Invited Mediation by the People's Courts 2016](#) (2016 SPC Interpretation on Specially-Invited Mediation), which regulates mediation conducted by mediation institutions or mediators specially invited or appointed by the courts.

The 2023 Civil Procedure Law, [Interpretation of the SPC on the Application of the Civil Procedure Law of the PRC 2022](#) (2022 SPC Interpretation of Civil Procedure Law), and the [Provisions of the SPC on Several Issues concerning Civil Mediation by People's Courts 2020](#) (2020 SPC Interpretation on Civil Mediation, with effect from 1 January 2021) are three key instruments addressing mediation during litigation proceedings.

In December 2021, the SPC issued [Rules for Online Mediation by People's Courts 2021](#) (2021 Online Mediation Rules, with effect from 1 January 2022). The rules provide a framework for online mediation conducted through the courts' mediation platform.

In December 2023, the SPC issued [Provisions on Several Issues Relating to the Establishment of the International Commercial Court in China 2023](#) (with effect from 1 January 2024), which promotes the integration of mediation into the "One-Stop" international commercial dispute resolution mechanism. See [Judicial Attitude Towards Mediations](#).

In March 2025, the [National Financial Regulatory Administration](#), the [People's Bank of China](#), and the [China Securities Regulatory Commission](#) promulgated [the Opinions on Promoting the High-Quality Development of Financial Dispute Mediation Operations 2025](#), setting out work goals for the next three years, and aiming to establish a comprehensive and well-structured framework for financial dispute mediation institutions to operate in a standardised and professional manner. Although not a law but a departmental normative instrument, the Opinions clearly reflect the Chinese government's policy direction of promoting mediation in financial disputes including in the banking, insurance, and securities and futures sectors.

In December 2025, the [State Council](#) promulgated the [Commercial Mediation Regulation of the PRC 2025](#) (2025 Commercial Mediation Regulation, with effect from 1 May 2026). This is China's first dedicated administrative regulation on commercial mediation. It strengthens the national framework by establishing unified qualification requirements for commercial mediation institutions and mediators. Commercial mediation institutions established prior to the regulation's implementation are required to complete the relevant registration procedures within one year of its effective date.

The [Arbitration Law of the PRC 2025](#) (2025 Arbitration Law, with effect from 1 March 2026) addresses mediation conducted during arbitral proceedings. For further discussion on mediation in arbitral proceedings, see: [Practice Note, Resolving commercial disputes in China through arbitration: Mediation](#).

International Treaties on Mediation

China signed the [UN Convention on International Settlement Agreements Resulting from Mediation 2018](#) (Singapore Convention) on 7 August 2019. The Singapore Convention has not yet entered into force in China, as it awaits ratification by the [National People's Congress](#). For more information on the Singapore Convention, see [Article, Singapore Mediation Convention: a new dawn for international mediation](#).

China signed the [Convention on the Establishment of the International Organisation for Mediation](#) (IOMed Convention) on 30 May 2025. The IOMed Convention entered into force in China on 29 August 2025.

For further discussion on the Singapore Convention, see:

- [Practice Note, Mediation: Overview \(Cross-Border\): International Instruments on Mediation](#).
- [Practice Note, International ADR initiatives](#) (from an English law context).

For further discussion on the IOMed, which is headquartered in Hong Kong, see:

- [Country Q&A, Litigation and Enforcement in Hong Kong: Overview: Mediation](#).

Mediation as a Pre-Condition to Litigation

There is no general statutory requirement for parties to engage in mediation before commencing court proceedings. Access to the courts is not conditional on a prior attempt at mediation, regardless of the nature of the dispute. Chinese courts actively encourage mediation, in particular pre-trial mediation (see Article 125, 2023 Civil Procedure Law), while participation remains voluntary and mediation is not a mandatory pre-condition to litigation.

Effect on Limitation Period

The general limitation period for filing civil or commercial claims in China is three years from the date the party knew or ought to have known that its rights were infringed. The limitation period may automatically be suspended or interrupted in circumstances expressly provided by law, such as a party filing a lawsuit or arbitration, or making a demand to exercise rights (see Articles 188, 194, and 195, *Civil Code of the PRC 2020* (with effect from 1 January 2021)). Parties are not permitted to privately agree to extend, shorten, or otherwise modify the limitation period.

If the parties attempt to mediate through mediation institutions or during the litigation or arbitral proceedings, the limitation period is interrupted on the date the party brought the claim to protect its rights (Article 12, *Provisions of the SPC on Several Issues concerning the Application of the Statute of limitations during the Trial of Civil Cases 2020* (with effect from 1 January 2021)).

For further discussion on limitation periods and the impact of mediation, see *Practice Note, Limitation Periods: Overview (China) : Stopping and Suspending the Limitation Period*.

Disputes Unsuitable for Mediation

Chinese courts will not conduct mediation in certain types of cases. These include:

- Cases subject to special procedures, which are generally aimed at confirming a certain legal status or qualifications. These typically include cases involving the qualification of voters, the declaration of a person as missing or dead, the declaration of a citizen as having no or limited legal capacity, or the determination of unclaimed property, for example.
- Procedures for the urging of debt repayment.
- Procedures for public summons.
- Cases confirming marriage or other identity relationships.
- Any other cases that are unsuitable for mediation by their nature. For example, cases involving national interests or social public interests are, in the authors' view, cases that are unsuitable for mediation by their nature.

(Article 143, 2022 SPC Interpretation of Civil Procedure Law.)

Mediation Agreement

It is not common for the parties to sign a separate mediation agreement before the mediation process begins. Commercial contracts typically include a general dispute resolution clause stating that the parties should first attempt to resolve the dispute

through amicable negotiation, failing which either party may refer the dispute to arbitration or litigation. These clauses, however, rarely set out detailed procedures for the negotiation or possible mediation process.

The rights and obligations of the parties and the mediators are generally governed by the applicable laws and regulations on mediation, as well as the rules of the relevant mediation institution. These rules usually contain detailed provisions regarding the conduct of the mediation.

Standard Clauses for Mediation Agreement

Different professional mediation institutions may provide their own bespoke mediation clause. For instance, the [China Maritime Arbitration Commission \(CMAC\)](#) provides the following model mediation clause:

"Any dispute arising from or in connection with this Contract shall be submitted to CMAC for mediation which shall be conducted in accordance with CMAC's Mediation Rules. Where a settlement through mediation has been reached, the parties agree to submit the settlement agreement to CMAC and request the arbitral tribunal to render an arbitral award in accordance with relevant provisions of CMAC's Arbitration Rules and the terms of the settlement agreement. Where one party is unwilling to join the mediation proceedings or no settlement through mediation has been reached, the parties agree to submit the disputes to CMAC for arbitration in accordance with CMAC's Arbitration Rules."

For other mediation standard clauses, see [Standard Clause, Mediation: China](#).

For mediation clauses in the context of BAC Arbitration, see:

- [Standard Clause, Arbitration \(BAC\): China](#), with mediation options.
- Standard Clause, Mediation and Med-Arb (No Foreign Element): China, for an example of a med-arb clause between Chinese parties with no "foreign element" in BAC Arbitration.

For CIETAC arbitration clause with mediation options, see [Standard Clause, Arbitration \(CIETAC\): China](#).

For Shanghai International Arbitration Centre and the Shenzhen Court of International Arbitration clauses with mediation options, see [Standard Clause, Arbitration \(SHIAC and SCIA\): China](#).

Timing of Mediation

Mediation can occur at any stage of a dispute, before or after court or arbitration proceedings have commenced. In practice, parties often engage more seriously in mediation after formal proceedings have started. A key reason is that the existence of ongoing litigation or arbitration serves as useful leverage to encourage meaningful negotiation and compromise.

Chinese law does not generally mandate mediation at any specific stage, but it is a common practice for judges or arbitrators to inquire during the hearing sessions whether the parties are willing to mediate. Where both parties agree to mediate, the court may adjourn or suspend the proceedings to facilitate settlement discussions. The duration of this stay is determined on a case-by-case basis. The period during which the parties engage in out-of-court settlement or court mediation is not counted towards the court's statutory trial time limit (Article 2 and Article 3, 2020 SPC Interpretation on Civil Mediation).

Choosing a Mediator

For judicial-annexed mediation (including court-connected or arbitration-linked processes), judges or arbitrators may themselves serve as mediators and facilitate settlement during ongoing litigation or arbitration proceedings (see [Judges as Mediators](#)).

As for court-connected mediation, the court may also appoint a specially-invited mediation institution or mediator to conduct mediation. The parties choose the mediator from the court-established name list for specially invited mediation institutions and mediators. If no agreement is reached, the mediation institution or court specifies a mediator. If the parties still disagree, it is deemed that the parties do not agree on mediation, and litigation consequently proceeds (see Articles 1, 5, and 12, 2016 SPC Interpretation on Specially-Invited Mediation).

For mediation administered by a professional mediation institution, the appointment of a mediator is governed by the specific applicable mediation rules. For instance, under Article 12 of [the CIETAC Mediation Center Mediation Rules 2018](#) (2018 CIETAC Mediation Rules), unless the parties agree otherwise, the parties are encouraged to jointly nominate and appoint one mediator. If the parties fail to reach agreement on the appointment, the mediation center has the authority to appoint a qualified mediator on their behalf. Similar default appointment mechanisms exist across major institutions such as the [BAC Mediation Center](#) and the [Mediation Center of the China Council for the Promotion of International Trade \(CCPIT Mediation Center\)](#), ensuring the process does not stall.

Conduct of Mediation

The procedural aspects of mediation in China vary depending on the type of mediation, such as people's mediation, judicial-annexed mediation, commercial mediation, or administrative mediation. Each is governed by relevant laws and regulations, applicable institutional rules, or local measures.

Chinese mediation practice generally grants mediators considerable flexibility. Mediators may employ a range of techniques to facilitate settlement, such as joint sessions with all parties, separate private meetings, expert consultations, and the issuance of written settlement proposals. Throughout the process, the principles of party voluntariness and confidentiality are strictly observed.

For people's mediation, a key reference is [the Specification for People's Mediation Work 2020](#) issued by the [Ministry of Justice](#) (MOJ) (MOJ Guidance on People's Mediation 2020), which is a national standard providing practical guidance. It includes provisions on parties' right to request the replacement of a mediator, a general mediation time frame of 30 days (extendable with party consent), the non-public nature of sessions, and confidentiality obligations binding both mediation committees and individual mediators, as well as other provisions relating to the procedural aspects of mediation.

It is not customary in China to set out detailed procedural rules regarding the conduct of mediation in a separate mediation agreement; instead, parties often rely on the mediator's guidance or the rules of the chosen institution (if any).

Facilitative or Evaluative Mediation

In practice, mediators in China commonly adopt a combination of facilitative and evaluative approaches. While their primary role is to facilitate negotiations between the parties, mediators may also provide views on the strengths and weaknesses of the parties' positions and propose potential settlement terms.

The distinctive feature of the Chinese mediation model lies in its flexibility. Rather than adhering rigidly to any single approach, it adapts to the specific parties and circumstances of each case. Through constructive interaction between the mediator and the

parties, it integrates evaluation into facilitation and facilitation into evaluation, resulting in a comprehensive model oriented towards substantive dispute resolution.

This approach is also reflected in official guidance. For example, Articles 6.3.2 and 6.3.3 of the MOJ Guidance on People's Mediation 2020 explicitly require mediators to explain the law and analyse the facts (####) while also "employing persuasion and guidance" (####) to help parties reach a voluntary agreement. See [Conduct of Mediation](#).

Time Frame for Mediations

Time limits for mediation in China differ based on the type of dispute and mediation forum, and may generally be modified by parties' mutual agreement.

For employment disputes, labour dispute mediation conducted by a mediation committee must be completed within 15 days from the date of application, unless extended by the parties' mutual agreement (Article 14, 2007 Labour Med-Arb Law).

No fixed statutory time limit is stipulated for commercial mediation. The applicable mediation rules of mediation institutions usually govern the time frame. For example, under the [Mediation Rules of the Mediation Center of the Beijing Arbitration Commission 2011](#) (2011 BAC Mediation Rules), the parties may agree on a mediation period, or the mediator may determine one with the parties' consent. In the absence of any agreed or determined period, the mediator must complete the mediation within 30 days from the date of accepting the appointment, unless the parties agree to an extension.

Mediation during litigation is capped at seven days or 15 days, depending on whether summary or ordinary trial procedures apply. It is conducted by the court during litigation, referred to as judicial-annexed mediation in this Note. These periods may be extended on parties' consent (Article 24, 2021 Online Mediation Rules, and Article 4, 2020 SPC Interpretation on Civil Mediation).

For international commercial cases handled by the CICC, the case management offices convene a case management conference with the parties to set a mediation schedule, which generally should not exceed 20 working days (Article 17, 2018 CICC Procedural Rules). In practice, however, this timeline can be extended, and the court does not always convene a formal case management conference specifically to fix the mediation schedule in advance.

Online pre-trial mediation before people's courts is subject to a 30-day time limit, which may be extended with the parties' consent (Article 24, 2021 Online Mediation Rules).

Professional Advisers in Mediations

Under the 2023 Civil Procedure Law and 2010 People's Mediation Law, parties are not legally required to be represented by professional advisers such as lawyers during mediation proceedings and have the right to appear in person or to voluntarily entrust authorised representatives, including lawyers, to participate on their behalf.

In practice, particularly for complex commercial disputes, it is common for professional advisers, primarily lawyers, to be present to provide legal and strategic support, although no national statute mandates their attendance.

Other Attendees at Mediations

With the consent of the disputing parties, mediators may invite third parties, such as experts, relatives, neighbours, colleagues, or social organisations, to participate in the mediation process (Article 20, 2010 People's Mediation Law).

In a recently reported case in 2026 regarding a construction contract dispute heard by the Zhuhai Intermediate People's Court, the court collaborated with the Hengqin International Mediation Center for Cross-Boundary Engineering Disputes of the Guangdong-Macao In-depth Cooperation Zone. The center set up a mediation team comprising three mediators with construction engineering backgrounds and two technical experts. Guided by the working principle of expert evaluation as the basis and facilitative mediation as the main approach, the dispute was settled within one month.

Judges as Mediators

In the Chinese judicial system, judges frequently act as mediators throughout civil litigation. Chinese judges are legally required to attempt mediation before or during the hearing, applicable to both first-instance trials and appeal procedures (see Articles 9, 96, 97, 125, 136, 145, and 179, 2023 Civil Procedure Law).

Judges must not indicate a preferred outcome when consulted on case prospects or use biased questioning during hearings. Internal deliberation opinions of the collegial panel are judicial secrets and must not be disclosed to any party (Articles 20 and 30, *Code of Judicial Conduct 2010*). When mediating, judges must not express bias before judgment or use suggestive or biased language. If mediation fails, the judge may generally continue hearing the case, as mediation is part of civil litigation.

Mediator's Role After an Unsuccessful Mediation Attempt

To safeguard procedural fairness, a judge who has conducted pre-trial mediation will, in principle, not participate in the formal hearing or trial of the same case, unless the parties explicitly agree otherwise. A specially-invited mediator must not act as the people's juror, legal representative, witness, expert witness, or translator for the case in the subsequent proceedings (see Article 16, *SPC Opinions on Establishing A Dispute Resolution System that Connects Litigation and Non-Litigation Proceedings 2009* (2009 SPC Interpretation on Litigation and Non-Litigation Proceedings); and Article 16, 2016 SPC Interpretation on Specially-Invited Mediation).

Certain institutional mediation rules also impose strict prohibitions. For example, the BAC Mediation Center bars any mediator from subsequently acting as a judge, arbitrator, or legal representative in proceedings arising out of the same dispute, without the parties' consent (Article 26, 2011 BAC Mediation Rules).

Court-Annexed, Judicial, and Online Mediations

Court-integrated and online mediation are highly popular and constitute a core component of China's diversified dispute resolution mechanism.

Online mediation can be carried out for disputes that may be mediated or reconciled in accordance with the applicable laws, such as civil, administrative, enforcement, criminal private prosecution, and incidental civil action where the defendant is not in custody (Article 3, 2021 Online Mediation Rules).

For court-annexed mediation pilot schemes, the CICC's "One-Stop" international commercial dispute resolution mechanism handles international commercial disputes and conducts mediation. Under this CICC mechanism, the court may invite experts to participate, render neutral assessments of claims, and conduct mediation. A considerable share of these experts are foreign nationals. See also *Judicial Attitude Towards Mediations*.

Costs

The allocation of mediation costs depends on the type of mediation, for example:

- People's mediation: Mediation conducted by people's mediation committees are entirely free of charge for the parties (Article 4, 2010 People's Mediation Law).
- Court-annexed mediation: There is no separate or additional fee for mediation conducted by the court during litigation. If a civil case is successfully closed through mediation or if the plaintiff withdraws the lawsuit due to settlement, the court case acceptance fee is reduced by 50% (Article 15, 2006 Measures on Litigation Costs).
- Arbitral-annexed mediation: No additional mediation fees apply to arbitrator-led mediation in arbitral proceedings. Under some arbitration rules, partial arbitration fee rebates are available if a settlement is reached through mediation (see Article 3, [Shenzhen Center of International Arbitration Provisions on Arbitration Fees 2025](#) (2025 SCIA Provisions on Arbitration Fees)).
- Commercial mediation: Commercial mediation organisations charge fees based on fair and reasonable standards (Article 16, 2025 Commercial Mediation Regulation). Fees typically comprise registration fees, administrative fees, and mediator compensation, and the fee schedules differ among institutions (Article 22, [CIETAC Mediation Center Mediation Rules 2018](#); [Shenzhen Court of International Arbitration \(SCIA\) Mediation Center - Mediation Fees](#); [BAC Provisions on Mediation Fees 2011](#)). Parties typically split these costs equally unless they agree otherwise (see Article 14, 2011 BAC Mediation Rules).
- Administrative mediation: Currently, administrative mediation is mostly prescribed by local government rules (such as the [Measures of Beijing Municipality on Administrative Mediation 2015](#); [Measures of Zhejiang Province on Administrative Mediation 2016](#)). Administrative mediation must not charge any fees or accept any remuneration under any pretext. The necessary working funds are included in the fiscal budget of governments.

Confidentiality

Mediation Proceedings

Mediation proceedings in China are highly confidential in that:

- The mediation process for civil cases is not open to the public unless the parties explicitly agree otherwise. Mediators and all personnel participating in the mediation process must keep confidential the mediation proceedings as well as any state secrets, commercial secrets, personal privacy, or other information that should not be disclosed, which they become aware of during the mediation. (Article 146, 2022 SPC Interpretation of Civil Procedure Law.)
- The commercial mediation is not conducted in public (Article 19, 2025 Commercial Mediation Regulation).
- Most of the mediation rules stipulate the confidentiality of mediation proceedings, generally requiring the participants to bear confidentiality obligations (Article 16, 2018 CIETAC Mediation Rules; and Article 18, 2011 BAC Mediation Rules).

The facts admitted or concessions made by a party solely for the purpose of reaching a settlement during mediation cannot be used as evidence against that party in subsequent litigation or arbitration (see Article 107, 2022 SPC Interpretation of Civil Procedure Law).

For further information on confidentiality in China, see:

- [*Practice Note, State Secrets, Trade Secrets and Confidentiality: China.*](#)
- [*Practice Note, Regulation of Legal Profession: Overview \(China\): Confidentiality and Legal Professional Privilege.*](#)

Mediator

The confidentiality obligation strictly extends to the mediators and the mediation institutions. Mediators and mediation institutions are required to keep information known during the mediation process confidential. Mediators are prohibited from disclosing any information relating to mediation, and they must not testify in the litigation proceedings related to the mediation. (Article 19, 2009 SPC Interpretation on Litigation and Non-Litigation Proceedings; and Articles 19 and 30, 2025 Commercial Mediation Regulation).

Parties

Some mediation rules require the parties in a mediation to keep confidential the fact of the mediation and any information they learn during the process (Article 18, BAC Mediation Rules).

Exceptions

Local courts can override confidentiality provisions under exceptional circumstances:

- **Consent:** Where all parties agree to the disclosure.
- **Public interest or legal requirement:** Where the court deems disclosure necessary to protect state interests, social public interests, or the lawful rights and interests of others.
- **Undisputed facts:** In online mediation, while concessions are privileged, facts that are jointly confirmed by the parties as undisputed can be used in subsequent proceedings.

(Article 146, 2022 SPC Interpretation of Civil Procedure Law; Article 19, 2009 SPC Interpretation on Litigation and Non-Litigation Proceedings; and Article 18, 2021 Online Mediation Rules.)

Documenting a Settlement

Settlements are formalised differently depending on the mediation venue:

- Judicial-annexed mediation: Where parties reach a mediated settlement, the people's court or the arbitral tribunal issues a written mediation document (###), which must set forth the claims of action, case facts, and mediation outcomes.

Alternatively, if the parties conclude a private settlement agreement without requesting a written mediation document, the parties may withdraw the case subject to the court's ruling accepting the withdrawal. (Article 100, 2023 Civil Procedure Law; and Articles 62 and 64, 2025 Arbitration Law.)
- People's mediation: If a settlement agreement is reached as a result of the mediation efforts of a people's mediation committee, a mediation agreement document (#####) can be drawn up. If the parties involved decide there is no need to draw up a mediation agreement document, they can opt for verbal agreement, and the people's mediator must record the details of the agreement. (Article 28, 2010 People's Mediation Law.)
- Commercial mediation: The settlement is documented in a commercial mediation agreement (#####), which must also be signed by the mediator and stamped with the mediation institution's seal. (Article 22, 2025 Commercial Mediation Regulation.)
- Administrative mediation: Currently no nationwide regulations govern administrative mediation; each province or municipality may enact its own local administrative mediation rules. For example, Beijing allows administrative mediation to resolve both civil and administrative disputes within its administrative jurisdiction:
 - for civil disputes, the administrative authority draws up an agreement document executed by the parties and stamped with the administrative authority's seal; and
 - for administrative disputes, authorities record the parties' agreement without being required to issue a formal written agreement document (Articles 3, 20, and 30, [Measures of Beijing Municipality on Administrative Mediation 2015](#).)

For further discussion on settlement in China, see: [Practice Note, Settlement of Civil Disputes: Overview \(China\)](#).

Disposal of Court Proceedings

Most commonly, the court drafts and issues a written mediation document. Once this document is issued and received by both parties, the court concludes the proceedings, and the document carries the same legal effect as a court judgment. (Article 100, 2023 Civil Procedure Law.)

Alternatively, the plaintiff may apply to withdraw the lawsuit due to the settlement, and if the court approves the withdrawal, the court proceedings are concluded (Article 148, 2023 Civil Procedure Law).

For further discussion, see [Practice Note, Settlement of Civil Disputes: Overview \(China\): Disposal of Legal Proceedings](#).

Enforcing Settlements

Mediation settlements benefit from special enforcement mechanisms, making them easier to enforce than ordinary out-of-court settlement agreements.

Key enforcement mechanisms for mediation include:

- Written mediation document: A written mediation document (###) issued by a court or an arbitral tribunal is directly enforceable. It carries the same enforcement effect as court judgments. If a party fails to perform, the other party can directly apply to the court for compulsory enforcement. (Articles 235, 245, and 247, 2023 Civil Procedure Law.) For further discussion on enforcement of court judgments, see [Practice Note, Enforcement of Judgments: Overview \(China\)](#).
- Judicial confirmation: For settlements reached through people's mediation or commercial mediation institutions, the parties can jointly apply for judicial confirmation within 30 days of the agreement's effective date. Once the court decides the agreement is valid, it gains compulsory enforceability. (Articles 205 and 206, 2023 Civil Procedure Law; and Article 9, [Several Provisions of the SPC on Judicial Confirmation Procedures for People's Mediation Agreements 2011](#).)
- Notarisation: Settlement agreements with payment obligations that contain an express provision indicating the parties consent to compulsory enforcement can also be notarised. Once duly notarised, these agreements carry compulsory enforcement if one party fails to perform. (Article 37, [Notarisation Law of the PRC 2017](#).)

Mediation Institutions and Centers

There are over 100,000 mediation institutions and centers in China (see [People's Court Mediation Platform](#)).

Primary mediation institutions specialised in handling cross-border commercial disputes include the [CCPIT Mediation Center](#) and the [Shanghai Commercial Mediation Center](#), both of which are integrated into the [CICC's "One-Stop" International Commercial Dispute Resolution Platform](#). The CCPIT Mediation Center also maintains numerous [local branches](#) nationwide with extensive experience resolving cross-border disputes.

The [CIETAC Mediation Center](#), [BAC Mediation Center](#), and [SCIA Mediation Center](#) are also reputable mediation institutions experienced in handling cross-border cases, while the [CMAC Mediation Center](#) provides mediation for cross-border maritime disputes (see [Standard Clauses for Mediation Agreement](#)).

See also [Choosing a Mediator](#) and [Court-Annexed, Judicial, and Online Mediations](#).

Accreditation Schemes for Mediators

China adopts a segmented mediator regulatory and accreditation system instead of a single unified national scheme, with two primary regulatory bodies:

- Judicial administrative authorities.
- People's courts.

People's mediators are centrally regulated by judicial administrative departments:

- They hold nationally unified official certificates with standard statutory qualifications, focusing on integrity and basic legal literacy.
- Massive grassroots people's mediation committees are established nationwide; for example, Beijing alone has over 8,000 institutions, whose full directory is accessible on the [municipal government's official website](#).
- Judicial administrative authorities provide unified pre-service training and mandatory annual continuing professional education to maintain mediators' competency.

Commercial mediators are governed under the 2025 Commercial Mediation Regulation, along with relevant local regulations and the internal rules of the commercial mediation institutions:

- They have qualification criteria concerning legal credentials, professional work experience (three years), academic background, and professional titles (Article 12, 2025 Commercial Mediation Regulation).
- There is currently no national unified certificate. Authorised commercial mediation institutions such as the CCPIT Mediation Center conduct independent internal accreditation, expert panel assessments, and self-managed rosters.
- They also deliver systematic training and regular professional development.

Court-appointed mediators are solely regulated by people's courts:

- Each court issues its own valid institutional certificate and maintains independent mediator rosters published on the [National Court Mediation Platform](#).
- Courts verify candidates' personal integrity and professional expertise and require compulsory pre-service training. Courts also conduct ongoing evaluation to determine mediators' continuing panel eligibility.

In summary, China's mediation system features differentiated accreditation and qualification benchmarks. Only People's mediators enjoy state-unified national certification, while commercial and court-appointed mediators adopt institution-based accreditation with standardised training and continuing professional education requirements.

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