MEDIATION IN MALAYSIA: THE LAW AND PRACTICE

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CHAPTER 29

ACCREDITATION OF MEDIATORS IN MALAYSIA

by

DATUK WILLIAM KH LAU
&
ASHGAR ALI ALI MOHAMED

INTRODUCTION

Mediation has been in use for thousands of years from all parts of the world, covering disputes with simple property rights to the more compounded international commercial matters. Mediation is said to exist even before written history. Each culture has its own record of using mediation at some point in its development. Even in some religions. For example, in Islam, disputes or quarrels between the parties should be settled peacefully in accordance with perfect justice and fairness.¹

Mediation is not alien to Malaysia. Like many Asian cultures, Malaysia has practised mediation in one form or another in their communities, involving respected elders as mediators. Many guild associations have used more elderly businessmen to help resolve common irritants in their relationship. In some ways, such traditional use of mediation has been eroded by urbanisation and industrialisation. There has been an inevitable shift to a focus on legal rights with the consequent emphasis on litigation and dwindling of mediation and other informal dispute resolution mechanisms.