Dhaka University Law Journal, 2025, 36 (1), 171-192
DOI: https://doi.org/10.3329/dulj.v36i1.85147

Mediation Process in Loan Recovery Dispute Resolution in Bangladesh: Challenges and Possibilities[†]

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Abstract: *The mediation process is widely regarded as an effective, flexible, and economical means of disposal of banking and financial disputes around the world because it provides unique opportunities for parties to consider all dimensions of the disputes, including legal, financial, and emotional aspects in a confidential environment. In the year of 2010, Bangladesh formally introduced the mediation process as a mandatory mechanism for the settlement of loan recovery disputes within the legal framework of "Artha Rin Adalat Ain" [hereinafter referred to as Money Loan Court Act, 2003(MLCA)]. However, over one decade of introduction, the mandatory mediation process has not yet reaped its potential as an alternative process to facilitate the disposal of banking and financial disputes. Consequently, the mediation process exhibits a notably low rate of case resolution when contrasted with the substantial number of pending loan recovery disputes in the court. This article seeks to explore the reasons behind the ineffective implementation of mediation in dealing with loan recovery disputes in Bangladesh. It aims to identify the procedural challenges that Money Loan Courts encounter when attempting to enforce existing laws relating to mediation and suggests potential reforms to enhance the efficacy and desirability of mediation in resolving money loan disputes. This article argues that significant challenges still prevail related to the effective application of the mandatory mediation process in resolving loan recovery disputes, which must be addressed by comprehensive legal and institutional reforms. It is projected that the innovative use of mandatory mediation will reduce the backlog of cases and facilitate the resolution of loan recovery disputes in an expeditious manner.*

Key Words: *Mandatory Mediation, Non-Performing Loans, Legal Framework of Loan Recovery Disputes, Effective Implementation of Mediation Process*

1. Introduction

According to the Bangladesh Bank's latest data, the volume of gross non-performing loans rose to 2.11 trillion.[1] If the payments of the principal loan or

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[†] *This article is based on the themes discussed in a prior work that was submitted to the University of Melbourne as a research monograph.*

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payments of loan interest are past due by 90 days or more, it is usually classified as a non-performing loan (NPL).[2] Although the problem of NPL exists all over the world, the extent of the problem is all the more severe in Bangladesh compared with other developing and developed countries.[3] The steep rise of NPLs is creating massive problems for the banking sector, as NPLs do not generate any income for the banks.[4] To recover non-performing loans from borrowers, banks and financial institutions have to take recourse to legal action. In financial sectors like banking or insurance, "time is money" is not a mere quotation; it is an undeniable reality. The conventional adversarial legal system has frequently been criticised for causing "a trail of stress and frustration"[5] because of its substantial expenses and procedural slowdowns, which have fueled the increasing recognition of Alternative Dispute Resolution (ADR) as a primary method for resolving financial disputes worldwide.[6] Amongst ADR mechanisms, mediation has evolved into a reliable alternative replacement for traditional litigation, particularly in the commercial nature of disputes, e.g., banking and financial disputes. The preference for mediation is now a permanent fixture on the dispute resolution landscape as one of the most time-saving and cost-effective pathways that parties can opt for in order to settle contentious issues by amicable consensus.[7]

In the context of an alarming caseload of financial disputes, Bangladesh has already welcomed the mediation process as a compulsory mechanism for the settlement of loan recovery disputes alongside traditional litigation within the

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1 Md. Mehedi Hasan, 'Default loans surpass Tk. 200,000cr for first time' *The Daily Star* (Dhaka, 04 September 2024) <https://www.thedailystar.net/business/news/default-loans-surpass-tk-200000cr-first-time-3693936> accessed September 30, 2024.

2 Katia D' Hulster, Valeria Salamao-Garcia and Raquel Letelier, 'Loan classification and provisioning: Current Practices in 26 ECA countries' (Working Paper No 92831, World Bank Group 2014) 10 <https://documents1.worldbank.org/curated/en/721281468249702176/pdf/928310WP0P143704Box385375B00PUBLIC0.pdf> accessed 8 August 2025.

3 Jamila A Chowdhury and Aminul Islam, 'Divergence in NPL Recovery of Public Banks vs Private Banks in Bangladesh: Could ADR be an Effective Tool to Improve the Parity?' (2018) 29 Dhaka University Law Journal 87, 88.

4 Md Shamsul Arefin, 'Reducing Risks of Non-Performing Loans' *The Financial Express* (Dhaka, 31 January 2020) <https://thefinancialexpress.com.bd/views/reducing-risks-of-non-performing-loans-1580395636> accessed 29 May 2024.

5 Warren E Burger, 'Isn't There A Better Way' (1982) 68 American Bar Association Journal, 275.

6 'Roundtable on Creating an Investment Friendly Access to Justice: Can ADR Be an Effective Remedy in Commercial Disputes?' *The Financial Express* (Dhaka, 25 March 2018) <https://today.thefinancialexpress.com.bd/print/roundtable-on-creating-an-investment-friendly-access-to-justice-can-adr-be-an-effective-remedy-in-commercial-disputes-1521949919> accessed 27 May 2024.

7 Philip Clifford and Oliver Browne, 'The Singapore Mediation Convention: Will It Enhance Mediation's Effectiveness? (*Lexology*, 18 September 2020) <https://www.lexology.com/library/detail.aspx?g=b0faa781-1cda-44ee-87db-2f601e5fccfa> accessed 09 February 2021.

ambit of the governing statute titled *Artha Rin Adalat Ain, 2003* (hereinafter referred to as the *Money Loan Court Act, 2003(MLCA)*. *The Money Loan Court Act, 2003,* has established a mechanism for the speedy resolution of financial loan disputes filed by banks and other financial institutions operating within the country. By a legislative amendment in 2010, the statute introduced the use of a court-annexed mandatory mediation process before the initiation of trial[8] and even after the conclusion of the trial to settle disputes over non-performing loans.[9] The primary aims are to maintain good relationships among the borrowers and the creditor banking sectors and to maintain satisfactory viability of the banking sector with lower operating costs. However, it has been revealed in different statistics that dispute resolution regarding loan recovery by invoking a court-connected mediation process has not yet achieved the actual success rates as expected.[10]

This article is an effort to trace the development of mediation in loan recovery disputes in Bangladesh and analyse the reasons for its reception as the mandatory principal method of dispute resolution. It will underscore that significant challenges are still prevalent within the ecosystem of the mediation process, which are impeding the meaningful application, implementation, and expected outcomes of the mediation process in loan recovery disputes. The purpose of this research is first to examine the key concepts of mandatory mediation, then analyse the existing legal framework of Bangladesh regarding the application of mediation for the settlement of money loan disputes. Afterwards, it will identify the prevalent issues and concerns in practising mediation that hinder the efficacy of the settlement of loan recovery disputes via the mediation pathway. Finally, this article will propose recommendations addressing legal and institutional reform priorities for enhancing the efficacy and desirability of mediation practices in loan recovery disputes, which will further sustainable economic growth in Bangladesh.

2. Resolution of Loan Recovery Disputes through Mandatory Mediation Process

Mediation has become a complementary discipline of the dispute resolution process alongside the availability of litigation and arbitration.[11] In every jurisdiction across the globe, legal work, if carried out properly, can be time-consuming and expensive. The cost, delay, and uncertainty of litigation are

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8 Money Loan Courts Act, 2003, s 22.

9 ibid ss 23, 44A, 38, 45.

10 'Emphasis on Alternative Dispute Resolution to reduce defaulted loan' *Bonik Barta* (Dhaka, 13 May 2024) <https://www.bonikbarta.com/home/news_description/383489> accessed 17 May 2025.

11 Tony Willis and William Wood, 'Alternative Dispute Resolution' in Jeffrey Golden and Carolyn Lamm (eds), *International Financial Disputes: Arbitration and Mediation* (OUP 2015) 71, 72.

reasons to consider alternative dispute resolution (ADR) mechanisms as an obvious choice.[12] Among ADR, mediation has emerged as a popular alternative to litigation, particularly in the context of banking and financial disputes in which disputants can resolve their disputes in ways that are facilitative, proportionate, and cost-effective. Mediation is commonly defined as a process that facilitates negotiations in which a third party, the mediator, assists the disputing parties in understanding their underlying concerns, situations, or needs, and in negotiating a possible settlement of their dispute.

In the case of loan recovery disputes, mediation can be termed as an interest-based procedure focusing on the shared interests of the parties to a loan agreement, contrary to the adversarial approach. Mediation provides a resolution option in loan recovery disputes that: (a) allows an impartial mediator to facilitate parties distinguish the strengths and flaws of their case more clearly, (b) assists parties in thinking outside of an adversarial structure and fixed positions, (c) empowers parties to attain mutually agreeable solution through consensus-based resolution, (d) retains the relationship between the parties, (e) creates unique solutions that would not be otherwise attainable through adjudication.[13]

For this article, it is relevant to clarify what is meant by the key concepts of 'mandatory mediation'. There is a common misconception that mandatory mediation implies forcing parties to resolve their disputes through mediation. It simply means mandating parties to attempt the process of mediation; however, that is not tantamount to forcing a mediated settlement on the parties. Professor Frank Sander made a compelling argument that it is possible to differentiate between coercion occurring within the mediation process and coercion that compels individuals to participate in mediation. He framed mandatory mediation as a form of "coercion into" rather than "coercion within" the mediation process.[14] It is a prerequisite to uphold voluntariness within the process by ensuring that settlements are consensual and there is no obligation on mediators or parties to reach an agreement.[15] The disputing parties retain their freedom within the voluntary nature of the mediation process.

3. Rationales for Mediation Strategy in Loan Recovery Disputes

The creditor banking and non-banking financial institutions are responsible for debt recovery from customers who have failed to pay up their debt. In

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12 ibid 73.

13 Daniel Fielding, 'If Two Heads Are Better Than One? Can Mediation Strengthen the Effectiveness of International Commercial Arbitration?' (2018) 3 Contemporary Issues in Mediation 5.

14 Melissa Hanks, 'Perspectives on Mandatory Mediation' (2012) 35(3) UNSW Law Journal 929; see also Dorcas Quek Anderson, 'Mandatory Mediation: An Oxymoron? Examining the Feasibility of Implementing a Court-Mandated Mediation Program' (2010) 11(2) Cardozo Journal of Conflict Resolution 479–509.

15 Hanks (n 14) 949.

Bangladesh, when all in-house mechanisms by financial institutions to recover the debt fail, banks, as a last resort, take legal measures through a court-connected mechanism by filing a case to recover a loan from the debtor.[16] In the prevalent legal framework of Bangladesh, there is no existing provision for mediation before the initiation of legal action.[17] But litigation is not necessarily the best option in comparison with mediation for the following reasons:

3.1 Control over the decision

In the mediation process, debtors and creditors retain autonomy to make their own decisions. Mediation offers the flexibility to customise the repayment schedule of a defaulted loan based on the parties' unique needs and the nature of their dispute. This empowers both parties involved in the loan to amicably resolve their issues. In contrast, during a trial, a judge, unfamiliar with the debtor's actual hardship, imposes the decision. In mediation, the decision-making authority shifts to the parties involved.

3.2. Sustainability of the compromised deal

The process of litigation may increase resentment between the parties. This kind of resentment reduces the execution rate of money loan decrees because of subsequent appeals made to the higher courts. However, in mediation, parties resolve their disputes consensually. The study suggested that the execution of loan disputes settled through mediation is smooth.[18] In mediation, the debtor and creditor choose their solution to the dispute, which favours the sustainability of the deal in the long run.

3.3. Mediation is confidential

In the corporate arena, going to the Court as a loan defaulter is considered taboo, and appearing in a formal court often offends business goodwill and reputation. It may also affect the price of the company's shares. Court procedures are open and frequently do not uphold individuals' privacy. However, mediation facilitates parties to resolve their disputes in a closed procedure. This feature of confidentiality is beneficial for large companies that might want to resolve sensitive disputes through mediation without affecting their goodwill and status in the market.

3.4. Litigation is time-consuming

The judiciary of Bangladesh is overburdened with a huge backlog of cases. Once the case is filed, the parties need to wait for the availability of the court's

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16 Chowdhury and Islam (n 3) 93.

17 (n 6).

18 Jamila A Chowdhury, *ADR Theories and Practices: A Glimpse on Access to Justice and ADR in Bangladesh* (1st edn, London College of Legal Studies 2013) 54.

time for the hearing to start.[19] Besides, the trial proceedings never conclude via continuous hearing sessions. Depending on the complexity, it usually takes 3 to 4 years to conclude a trial in a money loan case.[20] So, the value of recoverable money is reduced by the delay taken in court.

3.5. Mediation is a cost-efficient solution

Litigation is costly both for the bank and the creditor. The cost of litigation includes court fees and legal fees that need to be paid to counsel by both parties. Mediation is a cost-effective means of resolving financial disputes outside the courts, minimising losses in management time, reducing opportunity costs, and promoting commercial goodwill.[21] Mediation allows the lending organisation and defaulting party to manage risks, including litigation hazards, which might negatively affect their profitability and financial capability. It is more practical to pay one mediator for a shorter period than two advocates for a longer time.

3.5. Mediation is flexible

The disputing parties of a money loan suit can explore all the root causes of loan default, including any unsuspected event that contributed to the default, in mediation. But in litigation, the judge cannot straddle beyond the scope of the initial plaint,[22] and the debtor cannot work with the creditor for a realistic payment plan. Therefore, the full recovery of the loan remains uncertain even after the delivery of judgment. With the help of the mediator, the parties can brainstorm and imagine innovative solutions to the credit default. Mediation offers the flexibility to customise or tailor the repayment plan for the defaulted loan to align with the parties' requirements and the specific characteristics of the dispute, thereby fostering a mutually beneficial resolution.[23] This flexible feature of mediation is the basis for generating an inclusive agreement addressing all the aspects of the conflict with creative solutions.

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19 ABM Asrafuzzaman and Md Golam Mostafa Hasan, 'Causes and Redresses of Delays in Disposal of Civil Suits in Dhaka District Judge Court: An Empirical Study' 2022 32(2) Dhaka University Law Journal 140.

20 Sakhawat Prince, 'Financial Institutions' Tk11,552cr Stuck in Money Loan Court' *The Business Standard* (Dhaka, 29 April 2023) <https://www.tbsnews.net/economy/financial-institutions-tk11552cr-stuck-money-loan-court-623706> accessed on 27 May 2024.

21 Constantin-Adi Gavrila and Tareq Numan Mohamed, 'Mediation vs Litigation: The Advantages of Settling Out of Court' (*Kluwer Mediation Blog*, 14 June 2023) <https://mediationblog.kluwerarbitration.com/2023/06/14/mediation-vs-litigation-the-advantages-of-settling-out-of-court/> accessed 27 May 2024.

22 'Court Cannot Grant a Relief Which Has Not Been Specifically Pleaded and Prayed by the Parties' (jainodin.com, 07 October 2020) <https://www.jainodin.com/2020/10/court-cannot-grant-relief-not-pleaded-and-prayed.html> accessed 28 May 2024.

23 Ummey Sharaban Tahura, 'Case Management In Reducing Backlog: Towards Transplant of Australian Practice to Bangladesh Courts' (2019) Bangladesh Journal of Law 178.

4. Legislative Framework of the Mediation Process of Loan Recovery Disputes in Bangladesh

It is noteworthy that non-formal settlement of legal and judicial disputes outside the formal judicial system is as old as the dispute itself in the Indian subcontinent. However, a court-annexed alternative dispute resolution mechanism functioning within the formal judicial system of Bangladesh is comparatively of recent origin.[24] Indeed, the substantial practice of ADR in the court process was popularised through the reformed ADR movement in the family courts for resolving family disputes by adopting the concept of court–annexed mediation in 2000.[25] After successfully piloting the court-connected mediation scheme in resolving family disputes, the Government of Bangladesh took legislative amendment initiatives to incorporate court-annexed and out-of-court ADR mechanisms, either in the form of mandatory and non-mandatory in various laws of Bangladesh including the *Code of Civil Procedure (CPC) (Amendment) Act 2012*, *Money Loan Courts (Amendment) Act 2010* and more.[26] *The Artha Rin Adalat Ain, 2003 (Act No. VIII of 2003*) was enacted by repealing *Artha Rin Adalat Ain, 1990 (Money Loan Court Act, 1990*), keeping provisions on settlement conferences for resolving money loan disputes relating to banking and non-banking financial institutions. Later, mediation provision was made compulsory by legislative amendments in 2010.[27]

The Money Loan Courts Act, 2003(MLCA) is a unique statute that established the framework for expeditious resolution of loan recovery disputes involving defaulting clients of both banking and non-banking financial institutions in Bangladesh. One of its primary objectives was to facilitate the swift recovery of loan amounts extended by these financial institutions within the shortest possible timeframe. As provided by section 2(b) of *MLCA*, a court established as *Artha Rin Adalat* under section 4 of *Artha Rin Adalat Ain* or any joint district judge court competent under the Act to deal with overdue loan granted by any financial institutions registered under *Bangladesh Bank Order 1972*, *Bangladesh Banks (Nationalization) Order 197*2, *Banking Companies Act 1991* and few other specialised banks (e.g. Bangladesh Krishi Bank) and non-bank financial institution (e.g. Bangladesh House Building Finance Corporation) can also be recovered under *the Money Loan Courts Act, 2003 (MLCA).* In 2010 *Money Loan*

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24 Mustafa Kamal, 'Judicial Settlement and Mediation in Bangladesh' (3rd Working Session on the Alternative Dispute Resolution, India 20–21 November 2004).

25 Chowdhury (n 18) p. 66: Though the notion of ADR was introduced through section 10 and section 13 of the Family Courts Ordinance 1985, these provisions were rarely practiced in courts before the reformed ADR movement in 2000.

26 Other laws are the Bangladesh Labour Act, 2006, s 210; the Value Added Tax Act, 1991, ss 41A–K; the Customs Act, 1969, ss 192 A–K; the Income Tax Ordinance, 1984, ss 152F–S; the EPZ Trade Union and Industrial Relation Act, 2004, ss 47–54; the EPZ Trade Welfare Society and Labour Industrial Relation Act, 2010, ss 39–46; the Conciliation of Disputes (Municipal Areas) Act, 2004; the Village Courts Act, 2006; the Children Act, 2013, s 37.

27 The Money Loan Courts (Amendment) Act, 2010.

Courts (Amendment) Act incorporated only mediation as an alternative dispute resolution process to settle non-performing loans, other than trial and sections 22 to 25 of the said Act discussed the provisions of mediation.[28] The salient features of the amended provisions are as follows:

4.1. Definition of Mediation

MLCA does not provide any compelling definition of the term 'mediation'. As per section 6(1) of *MLCA*, provisions of the *Code of Civil Procedure, 1908 (CPC)* shall apply to this Act and hence, the meaning of mediation provided under the *Code of Civil Procedure, 1908 (CPC)* is deemed to apply to this Act.[29] the *Code of Civil Procedure, 1908* defines mediation in the explanatory note to section 89A in the following words:

"89A. Explanation- (1) "Mediation" under this section shall mean a flexible, informal, non-binding, confidential, non-adversarial, and consensual dispute resolution process in which the mediator shall facilitate compromise or disputes in the suit between the parties without directing or dictating the terms of such compromise."[30]

According to the legal framework, the full or part of a conflict can be resolved through mediation. However, a mediator shall not dictate the terms of such a compromise.

4.2. Mandatory mediation

The main feature of *the Money Loan Courts (Amendment) Act 2010* is that it takes compulsory recourse to mediation as a process of dispute resolution during proceedings in court. According to section 22(1) of the Act, after filing a case and upon submission of a written statement by the defendant(s), it is incumbent upon the court to refer the case to mediation. If mediation is unsuccessful at the pre-trial stage, the chance for mediation is also available after the conclusion of the trial and before the delivery of the judgment, and upon joint prayers by the disputing parties.

4.3. Third-Party as Mediator

Mediation under *MLCA* is conducted by a third-party mediator appointed based on:

a. A consensus of the parties and their lawyers or

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28 ibid.
29 The Money Loan Courts Act, 2003 (n 8) s 6(1).
30 The Code of Civil Procedure, 1908, s 89A, explanation 1.

b. A consensus of the parties themselves, when there is no lawyer.[31]

A mediator selected under *MLCA* may include individuals such as lawyers who haven't been engaged by any party as their legal counsel, retired judges, former personnel from a bank or other financial institution, or any other qualified individual appointed for this specific role.[32]

4.4. Fees of Mediation and Structure of Mediation

The prevalent legislation does not contain any provision as to the fees of mediators, and there are no rules or guidelines fixing mediators' fees based on the valuation of the case or complexity of the subject matter. The mediator's or other incidental costs of mediation and the structure of mediation shall not be determined by the Court, rather fees of the mediator and the mode of mediation are settled through mutual agreement between the parties, their pleaders, and mediators.[33]

4.5. The procedure of mediation

Under *MLCA*, no specific procedure is mandated for mediation, and all mediation proceedings must remain confidential. Additionally, any communication, evidence, admission, statement, or discussion exchanged between the parties, their legal representatives, representatives, and the mediator is considered privileged and cannot be cited or used as evidence in any subsequent hearing related to the same lawsuit or any other legal proceedings.[34] However, a special procedure is required to mediate cases with high-value claims under the present legal framework. Regarding resolving disputes of high-value claims over fifty million Taka through mediation, prior approval is required from the managing directors or CEOs of the concerned organisations.[35]

4.6. Timeframe

Whenever the Court refers a case for mediation, the parties shall inform the Court in writing within 10 days from the date of referral of the name of the person whom they have appointed as their mediator. If parties fail to do so within 10 days, the Court shall appoint a mediator on its own initiative. Therefore, the conduct of mediation under *MLCA* shall take place even when parties fail to nominate their mediator within the specified time limit.[36] However, once a mediator has been appointed, and the Court is notified accordingly, mediation shall be concluded within the statutory time limit of 60 days from the day on

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31 The Money Loan Courts Act, 2003 (n 8) s 22(2).
32 ibid.
33 ibid s 22(3).
34 ibid s 22(8).
35 ibid s 25.
36 ibid s 22(6).

which the Court passes an order to settle a case through mediation.[37] The Court may extend the time frame for a specific period of not more than 30 days. The Court may do so upon a joint application of the parties or on its motion.[38]

4.7. Option for further mediation

MLCA provides a unique feature by incorporating an option for further mediation in section 23. It shows the overall intention of the legislation in reiterating the significance of mediation as a quick, effective, flexible, and cost-efficient solution in case of loan recovery. As per section 23, if parties fail to resolve their disputes through mediation under section 22 of the Act, parties may, subject to the approval of the court, at any time before the pronouncement of decree or order by the court, take a further attempt to resolve their dispute through mediation.[39] *MLCA* also provides for mediation not only at the appellate stage but even at the revision and execution stage of a loan recovery suit.[40] Section 45 of the Act includes a *non-obstante* clause allowing the court to help the parties resolve their dispute amicably at any stage of the suit. This demonstrates the legislature's intent: even if property has been sold and the execution case is not fully satisfied, the Court still has the power to mediate the matter for the ends of justice, even at a later stage of the proceedings.[41]

5. Issues and Challenges of Mandatory Mediation within MLCA

As mentioned earlier, the concept of mandatory mediation as an alternative tool for the disposal of financial disputes was introduced by the amendment of the *Artha Rin Adalat Ain 2003* by inserting section 22 in 2010. However, it has been rightly pointed out by Justice Mustafa Kamal that to enact legislation is one thing, and to put it into lively practice is another.[42] The primary promise to resolve loan recovery disputes via the mediation process has not yet reached its expected outcome. Rather, the disposal statement via mediation appears frustratingly unsatisfactory. The statistical report of case disposal rate from 1st January 2022 to 31st December 2022, collected from the Supreme Court of Bangladesh, shows that only 17 loan recovery disputes were disposed of through mediation by the Money Loan Courts of 64 districts in Bangladesh. [43]In 2023, 13600 cases were settled in Money Loan Courts compared to 12533 cases filed, but only 22 cases were settled through mediation.[44] Most recently, in 2024, out of 12106 resolved cases, only 25

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37 ibid s 22(5).
38 *ibid.*
39 ibid.,sec. 23(1).
40 ibid ss 44A, 38.
41 *Jahangir Kabir Chowdhury v Bangladesh* (2017) 22 BLC 139 (AD).
42 Kamal (n 24).
43 Supreme Court of Bangladesh, 'Statistics of Disposal of Cases in Artha Rin Courts' (2023).
44 Supreme Court of Bangladesh, 'Statistics of Disposal of Cases in Artha Rin Courts' (2024).

cases were resolved through ADR.[45] According to Bangladesh Bank data collected until June 2023 has shown the number of cases pending with the Money Loan Courts is 72,540 against huge dues claimed by banks[46].

It is relevant if we note the status of cases filed with different Artha Rin Adalats across the country by the following table:[47]

Table: Cases filed with different Money Loan Courts across the Country

Filed Cases (Cumulative)			Case Settled (Cumulative)			Under-trial cases		
Banks	**Number**	**Amount claimed (Taka)**	**Number**	**Amount Claimed (Taka)**	**Actual Recovery (Taka)**	**Number**	**Amount claimed (Taka)**	**Actual Recovery (Taka)**
State-owned	84,119	1339.87b	69,639	580,14b	111.65b	14,480	759.73b	15.91b
Specialized	37,727	52,92b	32,794	28.43b	24.96b	4.933	24.48b	287m
Private	96,387	1269.67b	51,782	310.31b	94.24b	44.605	959.36b	52.05b
Foreign	10,196	42.42b	1,673	3.22b	2.41b	8.522	39.18b	989m
Total	**228,428**	**2704.88b**	**155,888**	**922.11b**	**233.28b**	**72,540**	**1782.77b**	**69.23b**

Source: Bangladesh Bank, June 30, 2023

The above-mentioned data indicates that the prevalent mediation framework has not yet reaped its full potential. Despite the mandatory mediation provision having been in force for thirteen years, no satisfactory data is available for its effective implementation and expected results. It appears to the authors that the regulatory framework of existing mandatory mediation is very scant, and after the lapse of the statutory period for mediation, most cases return to the litigation process again for resolution. The prevalent limitations and challenges relating to the process and outcomes of mediation conducted under the *Act* are mentioned below:

5.1. Equal participation of the parties

In *MLCA,* there are no general guidelines on how mediators may promote equal participation of parties in mediation and under what circumstances mediators may not continue with mediation. The inclusion of such basic neutrality

45 Supreme Court of Bangladesh, 'Statistics of Disposal of Cases in Artha Rin Courts' (2025).

46 Sajibur Rahman, 'Over Tk 1.78-trillion default loans trapped under ARA toils' *The Financial Express* (Dhaka, 23 September 2003) <https://thefinancialexpress.com.bd/economy/bangladesh/over-tk-178-trillion-default-loans-trapped-under-ara-toils> accessed 28 October 2023).

47 ibid.

conditions is important to protect small borrowers' rights, who may get involved in mandatory mediation under *MLCA* to resolve disputes against big corporations.[48] In some cases, it happens that the loan defaulting parties are influential big corporations, and they try to dominate the entire mediation proceedings.[49] Recently, the Supreme Court voiced its frustration, emphasising that powerful loan defaulters engage prominent lawyers to avoid repaying hundreds of crores of Taka.[50] The individual borrowers also feel intimidated and less willing to engage in mediation with the large financial institutions because of the power imbalance. In the *MLCA*, there are no detailed provisions or guidelines provided to mediators on ensuring equal participation and opportunities for the parties, which can potentially pose a significant challenge in situations marked by power imbalance.

5.2. Absence of judicial review of the compromise agreement

According to section 22(7) of *MLCA*, a court shall pass an order or decree after receiving a compromise agreement from the mediator. However, no explicit provision is included for doing any judicial review to ensure that both parties understand the terms of the contract and its probable outcomes. Though provisions of *CPC* are also applicable to *MLCA*, such provisions of judicial review are not included in the *CPC* either. Although judges can still make such a review before making an order or passing a decree, an explicit provision would make the judges more transparent and responsible in this process.[51] For instance, the Indian Mediation Act of 2023 explicitly stipulates that a mediation agreement can be challenged on the grounds of fraud, corruption, impersonation, and in cases involving disputes unsuitable for mediation.[52]

5.3. The dilemma with the execution of the mediation agreement

The enforceability of mediation agreements has consistently troubled mediation users. Within the current legal framework, the party seeking enforcement is essentially compelled to initiate a new execution case, even after participating in the consensus-driven mediation process.[53] This arduous execution

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48 Mohammad Saidul Islam, 'Efficiency and Effectiveness of Alternative Dispute Resolution Schemes Towards the Promotion of Access to Justice in Bangladesh' (2011) 8 IIUC Studies 95, 99.

49 Joseph B Stulberg, 'Fairness and Mediation' (1997) 13 Ohio State Journal on Dispute Resolution 909, 912.

50 Staff Correspondent, 'Defaulting on Loans: Poor Get Harassed While Big Lawyers Defend Big Fish' *The Daily Star* (Dhaka, 1 August 2023) <https://www.thedailystar.net/news/bangladesh/crime-justice/news/defaulting-loans-poor-get-harassed-while-big-lawyers-defend-big-fish-3383181> accessed 03 November 3, 2023.

51 Chowdhury and Islam (n 3) 99.

52 The Mediation Act, 2023, s 28 (India).

53 The Money Loan Courts Act, 2003 (n 8) ss 22(6), 38.

process via litigation acts as a deterrent for potential users who might otherwise consider mediation.

5.4. Non-cooperation of the lawyers

It is frequently argued that lawyers may not always promote mediation as a preferred method for their clients to resolve disputes, and instead, they may deter clients from pursuing mediation due to concerns about potential reductions in their future earnings.[54] The judges also identify that they are not getting sufficient cooperation from the lawyers regarding mediation.[55] Lawyers play a vital role in determining the course of action in any dispute. If there is a reluctance towards mediation in the legal industry, the evolution of mediation may be slow, even if sound legal frameworks are in place.[56]

5.5. Absence of standard practice

MLCA has made the mediation process flexible and informal. However, the mediation process should not be fixed rather vary depending on the style of each mediator and the nature of the dispute and its parties. Because of the lack of standard practice, there is a possibility that the practice of sub-standard processes might hamper the effectiveness of different forms of mediation practices.[57] However, section 22 of the *MLCA* does not empower the presiding judges to supervise mediation. In most cases, lawyers act as mediators, which causes a lengthy mediation procedure. Absence of any case management system leads to ADR being applied to all cases without discrimination. There is no differentiation between willful and non-willful defaulters in the case of a loan recovery dispute.[58] It is often claimed that willful defaulters take court-connected mediation as a tool to avoid resolving the dispute and a way to consume time due to the existing loopholes in the provisions of *MLCA*.[59]

5.6. No penalty for unreasonable withdrawal from mediation

If any of the parties involved in the mediation process refuses to reach a compromise and chooses to withdraw without justifying, the mediator is left with

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54 SK Golam Mahbub, *Alternative Dispute Resolution Through Civil Courts in Bangladesh* (1st edn, Bangladesh International Arbitration Centre 2019) 238.

55 Ummey Sharaban Tahura, 'Evaluating Alternative Dispute Resolution Practices in Bangladesh' (2021) 20 Journal of Judicial Administration Training Institution 37–55.

56 Yu Jun Leow, 'Drawing the International Crowd with the Mediation Bill and Amendments to the Civil Law Act. Will It Work?' (2018) 3 Contemporary Issues in Mediation 22.

57 Chowdhury (n 18) 221.

58 MS Siddiqui, 'Industrial sickness and default loans: A threat to economic growth in Bangladesh' *The Business Standard* (Dhaka, 15 November 2024) < https://www.tbsnews.net/thoughts/industrial-sickness-and-default-loans-threat-economic-growth-bangladesh-993756> accessed 18 May 2025.

59 Islam (n 48) 101.

no alternative but to inform the court about the failure of the mediation. In the *MLCA,* there is no penal provision for the party who unreasonably withdraws from mediation.[60]

5.7. Ignorance about mediation

Judges presiding over money loan courts, the lawyers, and the bank officials are reluctant about mediation because they are better acquainted with the adversarial system. A large part of Bangladeshi society is unaware of the benefits of mediation compared to the trial. Whereas, in many developed countries, parties are provided with sufficient information on why the application of mediation should be exercised first before going to an expensive and time-consuming method of litigation to settle a loan dispute.[61] Financial institutions are not actively promoting or supporting mediation due to a preference for traditional debt recovery methods. Without institutional encouragement, borrowers are less likely to consider or trust mediation for loan recovery dispute resolution.

5.8. Lack of incentive to the parties

Borrowers may be reluctant to engage in mediation to resolve their cases because they perceive a lack of genuine willingness from banks to reach a mutually agreeable solution where both parties are required to make concessions to achieve a win-win outcome. Again, the borrowers who are already in financial distress might not be able to bear the cost of mediation. The primary reason behind banks' lack of sincere efforts to reach a consensual settlement is the strong legislative support provided by the *MLCA* in loan recovery cases, which leads banks to believe they will likely win the case. Banks are allowed to recover debts from not only the borrower but also third-party mortgagors or guarantors.[62] The Act provides banks with multiple methods for debt recovery, including the power to seize and sell the debtor's assets[63]Even though this process can be lengthy. The second reason is that the bank officials involved sometimes lack the authority to decide on incentives, such as interest waivers or reschedule payments for the borrower.[64] Bangladesh Bank, the central bank of Bangladesh, has indeed issued a circular,[65] to implement mediation, but it has not yet provided specific

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60 Mahbub (n 54) 238.

61 Michael W. Emerson, 'Resolving Financial Disputes Through Mediation: A Case Study from the Perspective of In-House Counsel' (National Arbitration and Mediation, 16 March 2020) <https://www.namadr.com/publications/resolving-financial-disputes-through-mediation/> accessed 30May 2024).

62 The Money Loan Courts Act, 2003 (n 8) s 6(5).

63 ibid ss 12, 33.

64 Muinul Islam and Mohiuddin Siddique, 'A Profile of Bank Loan Default in the Private Sector in Bangladesh' (1st edn, Dhaka, 2010) 173.

65 Bangladesh Bank, 'BRPD Circular No.11: Observance of Alternative Dispute Resolution (ADR) to accelerate recovery of defaulted loans' (*Bangladesh Bank*, 12 May 2024)

guidelines for the settlement of default loans through mediation. The central bank has only fulfilled its duty by issuing circulars, but they do not have any effective mechanism to monitor their implementation.[66] This is why borrowers are inclined to keep the litigation pending for years to delay their payment of loans.[67]

5.9. Unwilling to adopt Mediation as a Unique Solution

The bankers, borrowers, and lenders are not convinced by the advantages of the mediation process. Usually, they have a minimal idea about the mediation and conciliation proceedings. In such a situation, when they come to know about mediation, they do not like to avail the new opportunity because they have a narrow idea of it and lack of mental preparation to adopt a new thing.[68] Although the *MLCA* offers both adversarial and non-adversarial avenues for the satisfaction of the claim from the defaulters, banks and financial institutions typically show a greater inclination to recover their money by selling the mortgaged property at the execution stage.[69] The High Court Division observed that Judges of Money Loan Courts, while interpreting the *Act*, are often failing to ensure that proper statutory schemes of mediation are followed, which could lead to unfair hardship to the litigant people.[70]

5.10. Absence of professional mediators

In Bangladesh, mediation is conducted by people who are trained in law but have little knowledge or skill in mediation. A trustworthy and expert mediator panel is necessary to deal with high-value loan cases. Existing legislation does not provide a panel of mediators and sets any criteria for a mediator's remuneration. That is why the mediation service has not flourished in Bangladesh.[71] Again, the duty and liability of the mediators are not specified in any existing legislative framework of Bangladesh. During the mediation, the mediator must deal with a lot of information, coupled with the parties' emotions.

<https://www.bb.org.bd/mediaroom/circulars/brpd/may122024brpd11.pdf> accessed 20 May 2024.

66 Birupaksha Paul, 'How default culture plagues Bangladesh's banking sector' *The Daily Star* (Dhaka, 20 February 2024) <https://www.thedailystar.net/anniversary-supplement-2024/innovation-key-the-future/news/how-default-culture-plagues-bangladeshs-banking-sector-3548226> accessed 17 May 2025.

67 Chowdhury and Islam (n 3) 89.

68 Leow (n 56) 19.

69 *Md Ferdous Khan Alamgir & Others v Judge, Artha Rin Adalat & Others* (2014) 34 BLD 341 [30].

70 ibid [32].

71 Chowdhury (n 18) 221.

Without professional mediation training, it is challenging for the mediators to conduct the whole process of the mediation neutrally and impartially.[72]

5.11. Manipulation of the Lengthy Litigation Process

In Bangladesh, borrowers are often unwilling to resolve their cases speedily through a court-connected mediation because the delay in the litigation process allows them to postpone the repayment of their loans.[73] A recent study has observed that existing regulations are not sufficient for recovery of the bank dues; as such, the clients think that if they do not repay the loan, banks cannot recover the loan through the enforcement of laws against the defaulters.[74] The High Court Division has found in various cases that loan defaulters exploit the opportunity of mediation at different stages of money loan cases to delay the proceedings of the suit.[75] Although the above-mentioned implementation challenges of mediation have been discussed for a long time, no coordinated efforts have been made by the government, central bank, or lender banks to address these challenges. As a result, the challenges of mediation persist. Although all money loan courts in every case mandatorily refer to mediation, there is currently no mechanism in place to monitor this process effectively. Despite circulars being issued by the Supreme Court administration[76] and the Bangladesh Bank,[77]the lack of concerted efforts from all parties hinders the proper implementation of mediation. Since mediation is just one step in the legal process after filing the suit, without a proactive role from lawyers, parties cannot make decisions independently to go for mediation. Therefore, without a coordinated initiative from the Supreme Court, the Bangladesh Bank, the Bankers Association, and lawyers, mediation cannot be implemented effectively.

6. Ways forward for Efficacious Mediation Process in Loan Recovery Disputes

In order to propel mediation as an effective alternative dispute resolution mechanism dealing with loan recovery disputes in Bangladesh, a holistic approach needs to be undertaken regarding the whole mediation ecosystem. A well-

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72 Timothy Tan, 'The Camel and the Lotus: Where Mindfulness Meets Mediation' (2018) 3 Contemporary Issues in Mediation 123.

73 Islam and Siddique (n 64) 84.

74 Chowdhury and Islam (n 3) 91.

75 *Technomech Engineering (Pvt) Ltd and Others v Judge, Artha Rin Adalat no 2, Dhaka* (2013) 18 BLC 798; *Mohammad Ali v Judge, Artha Rin Adalat* (2019) 24 BLC 89.

76 Supreme Court of Bangladesh, 'Circular no. 04 J, Implementation of the provisions related to mediation as described in the Code of Civil Procedure, 1908 sections 89A, 89C and the Money Loan Court Act, 2003 section 22, along with other relevant laws by subordinate courts' (*Supreme Court of Bangladesh*, 05 August 2021) <https://www.supremecourt.gov.bd/resources/contents/notice_20210805_04a.pdf> accessed 09 August 2025.

77 Bangladesh Bank (n 65).

balanced, soft regulatory system is required, which would ensure the key features and conditions of mediation, like party autonomy, confidentiality, qualifications of the mediator, etc. At the same time, unrealistic hopes regarding mediation as an absolute panacea to achieve a settlement need to be avoided. Rather, mediation must follow the root of civil procedure in conjunction with the availability of litigation and arbitration.[78] The success of mediation in financial lending cases fundamentally hinges on the collaboration of financial institutions, borrowers, legal professionals, and judges. Additionally, it necessitates conducting essential motivational initiatives among these stakeholders. The current legal framework, the processes for resolving disputes, and the roles played by judges, lawyers, bankers and mediators require scrutiny to create a harmonious environment for mediation in cases involving monetary loans. At the root of the civil process, mediation potentially be actively implemented as an effective pathway for achieving early economical disposal of disputes at the stage of preliminary litigation.[79]

The future direction of mediation in loan recovery disputes can be discussed under the following heads:

6.1. Transparent rules of confidentiality and disclosure

Generally, the mediation communications are confidential. But legislation may describe the specific situations where these communications may be disclosed with the permission of the Court, for instance, when consent is given by the parties or for the public interest.[80]

6.2. A soft regulatory regime

Mediation is a mixture of legal and non-legal elements. So, excessive regulation of the internal process is not desirable for mediation in money loan disputes. Maintaining the equilibrium between ensuring excellence as well as retaining sufficient flexibility is the key challenge of mediation legislation.[81] It is evident from the experience of Italy that a strict regulatory framework has little to do with encouraging mediation.[82]

Bangladesh needs a soft regulation for mediation disputes, which must ensure a broad regulatory framework to ensure quality mediation of loan disputes carried out by a certified mediator with the necessary qualifications and expertise. If the

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78 Simon Roberts, 'Litigation and Settlement' in AAS Zuckerman and R Cranston, (eds) *Reform of Civil Procedure: Essays on 'Access to Justice'* (OUP 1995) 454.

79 ibid.

80 Leow (n 56) 16.

81 ibid 18.

82 Ilaria Forestieri and Philipp Paech, 'Mediation of Financial Disputes' in Catharine Titi and Katia Fach Gómez (eds) *Mediation in International Commercial and Investment Disputes* (OUP 2018) ch 11.

mediation process is based on balanced regulation, then both the debtor and creditor will find the required confidence in the system. A harsh legal framework or a hasty introduction of change to the existing system may raise resistance from the ultimate user of mediation and the legal industry.[83]

6.3. Formation of the panel of mediators and proper training for mediators

There is no institutional framework for creating a panel of mediators with expertise and experience in Bangladesh. In the absence of a panel of mediators, it is not possible to identify who the skilled mediators are to deal with the loan disputes.[84] Without a professional mediator, the total mediation process would be a waste of time. So, it is recommended that an expert, honest, and trained group of people be empanelled as mediators.[85]

To institutionalise mediation, an autonomous professional group of mediators need to form a separate professional group that is different from the role of lawyers who provide advice and consultation. [86] In many developed and developing countries, like Australia, Singapore, Malaysia, Indonesia, the Philippines, and India, there are many professional bodies providing different mediation services. Further, in many countries, mediation centres and arbitration centres are formed with an extensive effort to deliver justice through mediation to establish a professional practice of mediation. The practice standard of this new professional group must be institutionally distinct to secure quality service. Keeping in mind the specialist nature of mediatory intervention in achieving a settlement, at the early stage of litigation, the appointment and selection procedure of the mediator must meet high standards for quality assurance.[87] Mediators need to emerge as a separate professional group in dispute resolution, which needs to be distinctly developed in the context of established legal practice.[88]

6.4. Ensuring the participation of the lawyers

Litigation offers only late settlement, which is only advantageous for lawyers and leaves the client with insufficient information and advice at the early stage of a dispute.[89] Lawyers continue to play a crucial role as gatekeepers in cases of disputes. If there is resistance to mediation within the lawyers' community, the advancement of mediation may be hindered, even when there is a strong infrastructure and a well-established legal framework in place. Lawyers should

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83 Leow (n 56) 20.
84 Mahbub (n 54) 298.
85 ibid.
86 Jacqueline Nolan-Haley, 'Lawyers, Non-Lawyers and Mediation: Rethinking the Professional Monopoly from a Problem-Solving Perspective' (2002) Harvard Negotiation Law Review 235.
87 ibid.
88 Mahbub (n 54) 298.
89 Roberts (n 78) 452.

recommend the most effective dispute resolution approach to their clients. To make mediation functional in loan defaulting disputes, the lawyers must be engaged extensively as facilitators in the negotiation process of mediation.[90]

6.5. Professional code of conduct for the mediator

A professional code of conduct is needed for the mediators, which must specify the ground rules and exceptions of how a mediator should behave and how to carry out their role and responsibilities. An accreditation body is also essential for overseeing the enrollment of mediators and mediation centres, as well as ensuring discipline among mediation service providers. However, it is also required to consider unnecessary strict restrictions on the registered mediators because strict registration procedures might render the whole mediation scheme in vain.

6.6. Development of mediation curriculum and training

The success of mediation relies heavily on the mediator's mastery of communication skills, mindfulness, power balance, and negotiation abilities. Unfortunately, Bangladesh has not yet developed an agreed-upon educational curriculum for the promotion of mediation practices, and there is no adequate training arrangement for mediators to strengthen their professional capacities and skills as mediators. Therefore, it is necessary to include mediation, including other ADR processes, in educational curricula so that people can be more acquainted with the practice and how it may have a positive impact on their lives.[91] Training programs on mediation for judges, lawyers, businessmen, and government officials are essential to sensitise them on why they should first strive to resolve their cases through mediation.[92] Mediation must be made a mandatory part of the course in all banking training institutes. This will ensure that banking professionals acquire a comprehensive understanding of the subject and develop the necessary skills to recover funds through mediation, avoiding the need to resort to litigation.

6.7. Separate law for mediation

The caseload and backlog of cases of money loan courts in Bangladesh have created a high demand to consider alternative channels like mediation, other than litigation, for effective case management of loan recovery. A separate, early-stage procedure for compulsory mediation is required to be introduced to facilitate a fast-track dispute settlement between the bank and the loan defaulter without the need for a trial.

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90 Chowdhury (n 18) 223.
91 ibid.
92 *Md Ferdous Khan Alamgir v Judge, Artha Rin Adalat* (n 69) [32].

A separate law may be enacted with different rules and aspects of mediation to provide efficient and equitable resolution of different kinds of disputes, along with money loan disputes, which would facilitate to establishment reliable financial market and sustainable economic growth for the country.[93]The role of mediation in facilitating party negotiations needs to be precisely demarcated in the legislation.[94] For instance, Australia, India, Singapore, and Italy have dedicated mediation laws. In Australia *Farm Debt Mediation Act 2011(Vic)* sets many standard rules that are applicable to different aspects of mediation in financial matters, including the function of mediators, the conduct process of mediation, mediation session fees, costs of mediation, the confidentiality of mediation, rights of the debtor and creditor. The Act also requires skills and experience to be appointed as a mediator.[95] It appears that a clear definition of such rules and regulations would help to standardise the process of mediation and allow disputants to make an informed choice between what they may or may not expect by exercising mediation.[96] Such clarity of knowledge about different aspects of the mediation process is very important before comparing mediation with the adversarial trial.

6.8. Empowering the bank officials

Clients always seek an interest rate waiver that creates a significant point of negotiation between the banks and the clients. The bank officials attending the mediation should have some authority to waive or lower the interest rate by a reasonable rate to accelerate the existing court-connected mediation of NPL cases. Again, it is not pragmatic to shift the entire burden of money recovery upon the court after the filing of the suit. As there are alternative options to settle disputes through mediation at different stages of a money loan suit, bank officials should keep engaging with loan defaulters, even while the case is ongoing, to encourage mediated dispute resolution. To make this effort successful, bank officials need to improve their mediation skills to maintain dialogue with the borrowers.[97]

6.9. Time limit and cost of mediation

Our primary goal is to ensure mediation is a cost-effective and speedy dispute resolution system. The proposed new legislation for mediation should set reasonable time-bound procedures for mediation sessions, depending on the nature and complexities of contentions, which must be under the supervision of

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93 Chowdhury (n 18) 222.
94 Mahbub (n 54) p.3.
95 The Farm Debt Mediation Act 2011, s 20(3) (Victoria, Australia).
96 Chowdhury (n 18) 222.
97 Mirza Azizul Islam, 'The rising loan default: Causes, consequences and remedies' *The Financial Express* (Dhaka, 04 April 2018), <https://thefinancialexpress.com.bd/views/views/the-rising-loan-default-causes-consequences-and-remedies-1522768756> accessed 17 May 2025.

courts.[98] The fee structure of mediators and different procedural fees must be guided by the regulations for achieving efficient and economic cost management certainty of the mediation process as a dispute resolution mechanism.

6.10. Promoting public knowledge about mediation

Parties to the suit in Bangladesh have a preset mind that an adversarial approach with adjudicative legal rules would offer them the desired outcome of the dispute. They do not have the necessary knowledge about the benefits of mediation. Merely passing enabling legislation on mediation has only a partial impact on promoting the utilisation of mediation. It is crucial to devote attention to raising public awareness and sensitising the legal industry to the merits of mediation. It is to be kept in mind that cultivating a positive mediation culture will not only boost its adoption but also alleviate the burden of pending cases.

7. Conclusion

Loan recovery is the most frequent type of dispute that financial institutions have to face regularly. The legal framework of loan recovery disputes in Bangladesh has been designed to integrate mediation schemes as the preferred dispute-handling mechanism in financial transactions. However, the mediation scheme has failed to play its expected role in dealing with loan recovery disputes as envisaged in the governing statute. This article has identified some of the practical challenges to the effective and meaningful implementation of the mediation process in loan recovery disputes. To facilitate the fast recovery of non-performing loans, the legal framework for the operating model of mediation needs to be revised.

To reduce the caseload of money loan courts in Bangladesh, the mediation scheme must be implemented as a suitable and unique method in debt recovery disputes. Compared to adjudication, mediation as a dispute resolution mechanism helps parties to arrive at a better result and plays a pivotal role as a means of loan recovery for an interest-based approach. To promote the efficacy and desirability of mediation in loan recovery disputes, close and inclusive support from domestic legislation is a vital requirement. A comprehensive revision and restructuring of the legal framework relating to demarcated conditions and essentials for the operating model of the mediation ecosystem is required to secure the optimum advantages of the mediation process.[99] To establish mediation as a preferred mechanism in dealing with loan recovery disputes, the operating methods of the mediation process could be potentially developed by ensuring experienced services from qualified mediators, setting a reasonable and just timetable and cost-effective management of conducting the mediation process, and introduction of a

98 Chowdhury (n 18) 222.
99 Russell Caller (ed), *ADR and Commercial Disputes* (Sweet & Maxwell 2002)13.

summary process for enforcement of mediated agreements through court proceedings.