

ISSUES AND PROSPECTS OF USING ARTIFICIAL INTELLIGENCE IN THE INSTITUTION OF MEDIATION

Mukhlisa Marufovna Urinboeva
Prosecutor's Assistant in Shaykhontohur District
E-mail: mukhlisamarufovna@gmail.com

Abstract

This article examines the opportunities, risks and legal prospects of integrating artificial intelligence (AI) into the institution of mediation. The aim of the study is to determine, on the basis of a comparative analysis, the functions that AI can lawfully perform in mediation, to identify the ethical and legal risks generated by such use, and to formulate recommendations for the Republic of Uzbekistan. The methodology combines formal-legal, comparative-legal, systemic and normative methods of analysis. The results show that AI is most valuable in supporting, administrative and analytical roles summarising documents, preparing chronologies, drafting settlement agreements and analysing positions while attempts to delegate the core mediator functions of empathy, trust-building and confidential judgment to AI raise serious concerns. The scientific novelty of the work consists in situating the 2025 IBA Guidelines on the Use of AI in Mediation, the EU AI Act and the practice of leading institutions within the framework of Uzbek mediation law and in proposing a graduated, human-centred model of AI integration. The practical significance lies in concrete proposals for disclosure rules, confidentiality safeguards and professional standards that would allow Uzbekistan to harmonise its practice with international standards while protecting party autonomy.

Keywords: Mediation; artificial intelligence; alternative dispute resolution; online dispute resolution; fourth party; confidentiality; party autonomy; IBA Guidelines; EU AI Act; Singapore Convention.

INTRODUCTION

The rapid development of generative artificial intelligence has begun to transform every stage of legal work, and alternative dispute resolution is no exception. Mediation a voluntary, confidential and interest-based process in which a neutral third party assists disputants in reaching their own settlement stands at a particular crossroads. On the one hand, AI promises to reduce costs, accelerate the processing of voluminous case files and broaden access to justice. On the other hand, the very qualities that define mediation, namely neutrality, confidentiality, party self-determination and the human capacity for empathy, are precisely those that automated systems struggle to reproduce.¹

¹Ahmed S.S., Imam M.J., Iftikhar M.S. Leveraging Artificial Intelligence in Cross-Cultural Mediation: Enhancing Neutrality and Efficiency in Dispute Resolution // Law and Policy Review. 2025. Vol. 4, No. 1. P. 148-171.

The relevance of the topic is driven by several factors. First, the metaphor of technology as a “fourth party” in dispute resolution, introduced more than two decades ago, has acquired new meaning as AI systems move from facilitating communication to generating proposals and drafting agreements.² Second, the entry into force of the Singapore Convention on Mediation in 2020 has made cross-border mediated settlements enforceable, raising the stakes of any technology that touches the substance of an agreement. Third, in the Republic of Uzbekistan, where the institution of mediation is comparatively young, the absence of dedicated rules on AI creates both a regulatory gap and an opportunity to adopt best practice from the outset.

The purpose of this study is to analyse comparatively the functions that AI can perform in mediation, to identify the legal and ethical risks arising from such use, and to develop science-based proposals for bringing the practice of the Republic of Uzbekistan into line with emerging international standards.

The objectives of the study are: (1) to define the legal nature of mediation and the place of technology within it; (2) to classify the potential applications of AI across the supporting, analytical and decision-adjacent stages of mediation; (3) to identify the principal ethical and legal risks, in particular those relating to confidentiality, neutrality and party autonomy; and (4) to formulate concrete regulatory proposals for Uzbekistan.

The scientific novelty lies in the fact that, for the first time in the national doctrine, the 2025 IBA Guidelines on the Use of AI in Mediation, the risk-based approach of the EU AI Act and the practice of leading institutions are examined together and mapped onto the framework of the Law of the Republic of Uzbekistan “On Mediation”, resulting in a graduated, human-centred model of integration.

METHODOLOGY

The following scientific methods were applied: (1) the formal-legal method, in analysing the Law of the Republic of Uzbekistan “On Mediation” and international instruments; (2) the comparative-legal method, in juxtaposing the IBA Guidelines, the EU AI Act and the practice of institutions such as the Singapore International Mediation Centre; (3) systemic analysis, in presenting the functions of AI across the mediation lifecycle as an integrated whole; (4) the historical method, in tracing the evolution of the “fourth party” concept from early online dispute resolution to contemporary generative systems; and (5) normative-legal analysis, in determining the content of the relevant rules and formulating proposals.³

THE LEGAL NATURE OF MEDIATION AND THE “FOURTH PARTY”

Mediation is distinguished from adjudication and arbitration by the fact that the neutral does not impose a decision. The outcome is a voluntary settlement agreement whose binding force

²Katsh E., Rifkin J. *Online Dispute Resolution: Resolving Conflicts in Cyberspace*. San Francisco: Jossey-Bass, 2001. P. 93-94.

³Katsh E., Rabinovich-Einy O. *Digital Justice: Technology and the Internet of Disputes*. New York: Oxford University Press, 2017. P. 46-50.

derives from the parties' consent; where the dispute is international and commercial, that agreement may be directly enforceable under the Singapore Convention on Mediation.⁴ In the Republic of Uzbekistan, mediation is governed by the Law "On Mediation", which enshrines the principles of voluntariness, confidentiality, equality of the parties and the neutrality of the mediator.⁵

The idea that technology can act as a "fourth party" alongside the two disputants and the human mediator was first advanced in the early literature on online dispute resolution. In its original form, the fourth party managed communication and the flow of information; over time it has grown into a tool capable of instilling convenience and trust, aiding the third-party neutral and even generating decision-oriented outputs. The central question for the present study is therefore not whether technology has a place in mediation it plainly does but how far the fourth party may go before it undermines the human core of the process.

POTENTIAL APPLICATIONS OF ARTIFICIAL INTELLIGENCE

Empirical and doctrinal sources converge on the view that the acceptable use of AI in mediation can be arranged along a spectrum from clearly supportive to clearly substitutive. Studies of client perception show that parties are considerably more willing to accept AI where it is used to prepare for sessions generating summaries, drafting settlement agreements, tracking case details and organising communications than where it approaches the mediator's core role.⁶

The 2025 IBA Guidelines on the Use of AI in Mediation offer the first dedicated framework for this spectrum. Part One identifies non-exhaustive applications for mediators, parties and institutions: streamlining administrative tasks such as scheduling and correspondence; synthesising and analysing large volumes of information; identifying common ground and generating options for settlement; and assisting with the drafting of settlement agreements.⁷ Institutional practice illustrates the point. The Singapore International Mediation Centre launched its Mediation AI Assistant (MAIA) in 2024 to generate a chronology of events, map the roles of individuals, produce tables of common positions and differences, summarise disputes from voluminous documents and prepare an initial draft settlement agreement for

⁴United Nations Convention on International Settlement Agreements Resulting from Mediation (Singapore Convention on Mediation), 2019. Entered into force 12 September 2020.

⁵Law of the Republic of Uzbekistan "On Mediation", No. ZRU-482, 3 July 2018 (as amended).

⁶Choi J. Using AI in My Disputes? Clients' Perception and Acceptance of Using AI in Mediation // Conflict Resolution Quarterly. 2025 (early view). DOI: 10.1002/crq.21483.

⁷International Bar Association, Mediation Committee. Guidelines on the Use of Artificial Intelligence in Mediation. London: IBA, 19 June 2025. Part One.

counsel to revise. Significantly, MAIA does not intervene in live sessions or assess emotions, and the institution has stressed that its effectiveness still depends on human judgment.⁸

These applications share a common feature: they augment rather than replace the mediator. The evidence for AI's usefulness is strongest precisely where the stakes are lowest — document review, chronology construction and first-draft generation and thinnest where the stakes are highest, namely complex, multi-step reasoning and evaluative judgment, on which human professionals continue to outperform automated tools.⁹

ETHICAL AND LEGAL RISKS

The integration of AI into mediation generates risks that map directly onto the founding principles of the institution. The first concerns confidentiality. Mediation depends on candid, off-the-record exchanges; feeding case materials into an external AI system may expose sensitive information to third-party servers, training datasets or subsequent disclosure, in tension with both professional duties and data-protection law.¹⁰

The second risk concerns neutrality and bias. Generative systems reproduce patterns present in their training data and may therefore embed cultural, linguistic or gender bias, subtly favouring one party or one type of outcome. Where an AI generates a proposed settlement structure and the mediator presents it without material modification, the appearance and possibly the reality of neutrality is compromised.¹¹

The third risk concerns party autonomy and the human element. Mediation upholds the principle of self-determination: the settlement must be the parties' own. If the experience of being genuinely heard is part of what makes a mediated agreement durable, then delegating listening and empathy to a machine may weaken the legitimacy and stability of the outcome, even where a formal agreement is reached.

A fourth, structural risk arises from unequal access. Disclosure that one's counterpart is using a powerful AI tool does not, by itself, give the other side equivalent capability; without safeguards, AI could amplify existing imbalances of resources and expertise between the parties.

EMERGING REGULATORY FRAMEWORKS

Three layers of regulation are taking shape. At the level of hard law, the EU Artificial Intelligence Act classifies as high-risk those AI systems used by, or on behalf of, judicial

⁸Singapore International Mediation Centre. SIMC Unveils AI-Powered Tool (MAIA), 28 August 2024. Developed in partnership with PwC.

⁹IBA Guidelines on the Use of Artificial Intelligence in Mediation, 2025. Part One, para. 3.5-3.6.

¹⁰Rethinking Mediation and Arbitration in the Age of Artificial Intelligence: A Systematic Review // Salud, Ciencia y Tecnología. 2025. Vol. 5. Art. 2316.

¹¹McLaughlin M. AI and Mediation: The State of the Evidence. UNCITRAL Panel Presentation, 2026. SIDRA, Singapore Management University.

authorities and by explicit extension by alternative dispute resolution bodies, but only where the outcomes of the proceedings produce legal effects for the parties.¹² The European Commission's draft implementing guidelines confirm that mediation and conciliation fall within the concept of ADR, while making clear that whether an outcome produces "legal effects" is to be determined under the national law of the relevant jurisdiction.¹³

This distinction is decisive for mediation. Unlike an arbitral award, a mediated settlement is not imposed; it is a voluntary contract that becomes binding only when signed by the parties, and may be enforceable under the Singapore Convention if it is international and commercial. On this basis, most purely supportive uses of AI in mediation are unlikely to trigger the high-risk regime, whereas systems that shape or determine the substance of an enforceable outcome move closer to it.¹⁴

At the level of soft law, the 2025 IBA Guidelines provide the most developed instrument specifically for mediation. Conceived as a living document, they pair the catalogue of applications in Part One with risk-management safeguards in Part Two and, in Part Three, a model statement by which participants can disclose that AI tools have been or will be used. The guidelines insist that AI remain a co-pilot that supports administrative and analytical work while party autonomy, a balanced process, confidentiality and the neutrality and independence of the mediator are preserved.¹⁵

PROSPECTS FOR THE REPUBLIC OF UZBEKISTAN

The Law of the Republic of Uzbekistan "On Mediation" was adopted before generative AI became widely available and therefore contains no provisions addressing it directly. Its core principles confidentiality, neutrality, voluntariness and equality of the parties nonetheless supply a sound foundation on which AI-specific rules can be built, and the constitutional guarantee of access to justice provides an argument in favour of technologies that reduce cost and delay.¹⁶

Drawing on comparative experience, the following proposals are advanced. First, a disclosure rule modelled on Part Three of the IBA Guidelines should require mediators and parties to state, at the outset, whether and how AI tools are being used. Second, confidentiality safeguards should prohibit the input of protected mediation communications into external AI

¹²Regulation (EU) 2024/1689 of the European Parliament and of the Council laying down harmonised rules on artificial intelligence (Artificial Intelligence Act). OJ L, 2024/1689, 12.7.2024, Recital 61 and Annex III, point 8(a).

¹³European Commission. Draft Guidelines on the Classification of High-Risk AI Systems, 19 May 2026. Annex III, para. 426, 430-431.

¹⁴World Mediation Organization. Legal Validity and Ethical Concerns of AI in Mediation, 2025. See also Singapore Convention on Mediation, Art. 5.

¹⁵IBA Guidelines on the Use of Artificial Intelligence in Mediation, 2025. Part Two (risk management) and Part Three (sample disclosure statement).

¹⁶Calo Z.R. Artificial Intelligence and Mediation Ethics // Cardozo Journal of Conflict Resolution. 2024. Vol. 25.

systems that lack adequate encryption and data-protection guarantees. Third, professional standards and training for mediators should establish that AI may assist with administrative and analytical tasks but must not replace the mediator's evaluative judgment or the human conduct of the session.¹⁷

Fourth, a graduated approach is recommended: supportive uses (scheduling, summarising, chronology-building) should be permitted subject to disclosure; analytical uses (identifying common ground, drafting initial settlement text) should be permitted subject to human review and party consent; and any use that would shape the substance of an enforceable outcome should remain under strict human control. Finally, alignment with the UNCITRAL work on online dispute resolution and the practice of institutions such as the Singapore International Mediation Centre would allow Uzbekistan to develop a regionally credible, technology-enabled mediation infrastructure.¹⁸

CONCLUSION

Artificial intelligence is already reshaping the practice of mediation, but the evidence and the emerging regulatory consensus point in a single direction: AI is most valuable, and most legitimate, when it augments rather than replaces the human mediator. Its strengths lie in supporting and analytical tasks organising information, building chronologies, identifying common ground and drafting initial texts while the empathy, trust-building, confidential judgment and self-determination that give mediation its durability remain irreducibly human. For the Republic of Uzbekistan, the path forward lies not in a wholesale automation of mediation but in the careful, graduated integration of AI within the existing principles of the Law "On Mediation". Adopting disclosure rules, robust confidentiality safeguards and human-centred professional standards in harmony with the IBA Guidelines, the risk-based logic of the EU AI Act and the Singapore Convention framework would enable Uzbekistan to capture the efficiency gains of AI while protecting the values that make mediation worthy of the parties' trust.

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¹⁷Constitution of the Republic of Uzbekistan (2023 revision), Art. 55 (guarantee of access to justice); Law of the Republic of Uzbekistan "On Mediation", No. ZRU-482, 2018, Arts. 3, 6, 12.

¹⁸UNCITRAL. Technical Notes on Online Dispute Resolution, 2016; UNCITRAL Colloquium on the Use of AI in Dispute Resolution, 2026.

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