A Global Online Dispute Resolution System:  
Is China Ready to Join?

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I. UNCITRAL and Global ODR System

Online Dispute Resolution (ODR) is a means of dispute settlement whether through conciliation or arbitration, which implies the use of online technologies to facilitate the resolution of disputes between parties.¹ Comparing to face to face ADR, ODR is a dispute settlement method utilizing internet technology. It borrows a framework from the existing models of arbitration and mediation and further applies technical resources and expertise that can be delivered over the Internet. ODR differs from offline ADR by conducting the procedures online.² With cheap high speed internet access and 24 hours a day availability, ODR is developing rapidly in recent years. However, the rapid development of ODR needs an efficient mechanism to safeguard its conduction and to better protect the interests of the parties concerned. Although numerous institutions worldwide have been established to resolve disputes online and some have implemented their rules particularly used for ODR, it is not enough to meet the demand of increasing internet use and the booming e-commerce. Recently, events are frequently arranged to discuss on establishing a global ODR rules.

In 2007, the Recommendation on Consumer Dispute Resolution and Redress was adopted by the Council of the Organization for Economic Cooperation and Development (OECD) on 12 July. In 2001, the European Commission created a network of cross-border out-of-court dispute settlement, the ECC-NET (formerly

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¹ UNCITRAL, Possible future work on online dispute resolution in cross-border electronic commerce transactions. A/CN.9/706, para. 33.
EEJ-Net - Extrajudicial net). It aims to help consumers access to out of court or alternative dispute resolution (ADR) schemes in other EU member states when they are involved in cross-border disputes. From its creation until 31 March 2003, EEJ-Net has handled over 2182 complaints from consumers throughout the European Union (EU), Iceland and Norway.\(^3\) Approximately 12,000 cross-border complaints have been filed each year for the past three years within ECC-NET structure, out of which less than 500 resulted in alternative dispute settlement.\(^4\) Recently, the Organization of American States (OAS) prepared Draft Model Rules for Electronic Resolution of Cross-Border E-Commerce Consumer Disputes (OAS Model Rules).

Among the works on ODR of numerous international organizations, the activities of UNCITRAL attract more attention because its work is to update and harmonize rules on international business. At its thirty-second session (Vienna, 20-31 March 2000), Working Group II (Arbitration and Conciliation) took note of the suggestion that it would be useful to review the implications of online arbitration (\textit{i.e.} arbitration in which significant parts or even all of arbitral proceedings were conducted by using electronic means of communication).\(^5\) At its thirty-third session (New York, 12 June-7 July 2000), the Commission held a preliminary exchange of views on proposals to include online dispute resolution in its future work program.\(^6\) After that, the Commission and Working Group II and IV (Electronic Commerce) has done much work on ODR.\(^7\) At its forty-second session (Vienna, 29 June-17 July 2009), the Commission agreed on the importance of the proposal by the United States on online dispute resolution.\(^8\) In that proposal, it was recommended that a study should be prepared on possible future work on the subject of online dispute resolution in cross-border electronic commerce transactions.\(^9\) In July 2010, UNCITRAL approved its new Working Group III (Online


\(^{4}\) \textit{Supra} note 1, para. 15.

\(^{5}\) \textit{Supra} note 1, para. 3.


\(^{7}\) \textit{Supra} note 1, paras. 1-7.

\(^{8}\) The title of the proposal “possible future work on electronic commerce” (A/CN.9/681/Add.2).

\(^{9}\) Pursuant to the request of the Commission, the Secretariat organized a colloquium in cooperation with the Pace Law School Institute of International Commercial Law and the Penn State Dickinson
Dispute Resolution) for cross-border ODR. The working group is going to meet for the first time and begin to prepare ODR Rules on 13-17 December 2010 in Vienna.\(^{10}\)

At its forty-third session (New York, 21 June-9 July 2010), the Commission outlined questions and issues raised regarding features of online dispute settlement mechanisms and the prospect of formulation a set of rules to support the creation of a viable global online dispute resolution system to handle small value, large volume claims.\(^{11}\) The Commission stressed the practicalities of establishing a global online dispute resolution system, and the challenges surrounding the creation of a global online dispute resolution system. About the challenges, the Commission listed the challenges with a technical, legal, cultural and linguistic nature. What is more, the Commission provided the methods to tackle the challenges.\(^{12}\) A Globe ODR system is anticipated to be established under the UNCITRAL work.

As a UNCITRAL member and a country with the largest net population (420 million up to June 2010), how has China practise ODR? Is there a good legal, economic and social circumstance for the development of ODR in China? What role can China pay in the establishment of a global ODR system? Those will be the points of the article.

II. The Practice of ODR in China

ODR in China has gained a rapid development during the past several years. It can be mainly represented by three categories as follows:\(^{13}\)

A. CIETAC Domain Name Dispute Resolution Center

The Domain Name Dispute Resolution Center of China International Economic and Trade Arbitration Commission (CIETAC) was founded in December 2000 with the approval of China Chamber of International Commerce (COCIC)/China Council for the School of Law. The colloquium entitled “A Fresh Look at Online Dispute Resolution and Global E-commerce: Toward a Practical and Fair Redress System for the 21st Century Trader (Consumer and Merchant)” was held in Vienna, on 29 and 30 March 2010.

\(^{10}\) See UNCITRAL, Online dispute resolution for cross-border electronic commerce transactions, A/CN.9/WG. III/ WP.105, 13 October 2010.

\(^{11}\) *Supra* note 1, para. 7.

\(^{12}\) *Supra* note 1, paras. 44-48.

\(^{13}\) Besides these three categories of ODRs, there are still some online petitions, which are adopted by many non-profit organizations such as China’s Electronic Chamber (http://www.315ts.net), electronic Commerce Association of Beijing and e-commerce Industry Association of Shanghai, in order to settle complains made by consumers or uses.
Promotion of International Trade (CCPIT). On 5 July 2005, it was approved to use the name “Online Dispute Resolution Center of CIETAC” at the same time. The Center mainly settles domain name disputes, common address disputes and electronic business disputes. As the Beijing office of Asia Domain Name Dispute Resolution Center (ADNDRC), which is one of the four domain name dispute resolution providers approved by the Internet Corporation for the Assignment of Names and Numbers (ICANN), the CIETAC Domain Name Dispute Resolution Center provides domain name dispute resolution services in regard to general top level domain names (gTLDs) such as .com, .net and .org based on Uniform Domain Name Dispute Resolution Policy of ICANN.14

The CIETAC Online Dispute Resolution Center also provides services with regard to .CN domain names as the authorized dispute resolution institution of CNNIC based on CNNIC Domain Name Dispute Resolution Policy, which was adopted in 2006.15 According to CNNIC Domain Name Dispute Resolution Policy, before a Complaint is filed pursuant to this policy, or during the dispute resolution proceedings, or after the expert panel has rendered its decision, either party may institute an action concerning the same dispute with the Chinese court at the place where CNNIC's principal office is located or subject to the agreement between the parties, submit the dispute to a Chinese arbitration institution for arbitration.16 If the Dispute Resolution Service Provider rules in its decision to cancel the registered domain name or to transfer it to the complainant, the domain name registrar, before enforcing the decision, shall wait 10 days calculating from the date on which the decision is published.17 Therefore, CIETAC domain name dispute resolution system implements a quasi-mandatory jurisdiction over .CN domain name disputes and Chinese domain name disputes; the settlement only concerns the attribution of the names but excludes the compensation; the decision can be enforced by the domain name registration

15 On 1 November 2000, CNNIC and CIETAC signed the authorization agreement on .CN domain names dispute resolution in Beijing.
16 CNNIC Domain Name Dispute Resolution Policy, Art. 15.
17 Ibid, Art. 16.
institution directly and automatically; domain names arbitration proceedings shall not prevent the parties from filing their dispute to a court of competent jurisdiction.\(^1\)

The CIETAC has published the Online Arbitration Rules, which came into force on 1 May 2009.\(^2\) The Rules is formulated in order to independently, impartially, efficiently and economically resolve, by means of online arbitration, disputes arising from economic and trade transactions of a contractual or non-contractual nature, and shall apply to the resolution of electronic commerce disputes and may also be applied to the resolution of other economic and trade disputes upon the agreement of the parties.\(^3\) The CIETAC Online Arbitration Rules stipulates the detailed and specific rules for online arbitration and mediation.

Regarding its practice, by the end of 2009, the Online Dispute Resolution Center had closed nearly 1,500 cases by online mode. In 2009 alone, the Center had accepted 299 cases, and closed 308 cases.\(^4\) In 2010, 144 case decisions (CN Domain Dispute, 143 case decisions; Keyword dispute, 1 case decision) have been made up to 8 November.\(^5\)

The work of the CIETAC Online Dispute Resolution Center has been very successful. Not only does it solve large quantities of cases, including domain name disputes and other disputes, but also the categories of cases are becoming more and more diversified. The success of the ODR mechanism of the Center can not be achieved without the CIETAC’s good reputation, its advanced online case administration system, its quasi mandatory jurisdiction, or without the authorization of and the support from CNNIC.

### B. China Online Dispute Resolution Center

In June 2004, China’s E-commerce Laws Nets and Beijing Deofar Consulting Ltd. established China Online Dispute Resolution Center (China ODR),\(^6\) which is the first provider of online dispute resolution services in China. The present services are online conciliation and mediation, and the possible future services will include online

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\(^2\) Adopted by the China Council for the Promotion of International Trade/China Chamber of International Commerce on January 8, 2009, Effective as from May 1, 2009.

\(^3\) See CIETAC online arbitration rules, Art. 1.

\(^4\) Supra note 1, para. 25, footnote 38.

\(^5\) The figure comes from the website of the Online Dispute Resolution Center: http://dndrc.cietac.org/static/english/engfrmain.html, visited on November 12, 2010.

\(^6\) Its website address is www.chinaodr.com.
arbitration and notarization. Parties to a dispute shall register online to be members of China ODR first, and then apply for online negotiation or online mediation. China ODR has different fees and agreements for negotiation and mediation respectively. The parties are charged by case or by the amount of dispute. The negotiation is operated under the condition that the parties have no dispute on whether to compensate or not but on the amount of compensation. The online negotiation platform is automatic. The offers made by claimant and respondent are confidential to the counterparty during the negotiation. Only if the dispute is going to be settled, one party can see the offer made by the other. The negotiation ends when the time expires and the dispute shall be settled within 15 days. The parties can renegotiate online or choose other method to resolve their dispute in case the procedure ends without reaching a settlement.

China ODR provides detailed rules for online mediation. Any online dispute can be conducted by online mediation based on party autonomy, neutrality and justice. All the files are kept on the China ODR website with a code allocated for each case. The case is heard by one mediator selected by the parties, or in absence by China ODR from the name list provided by China’s E-commerce Laws Nets. The mediator utilizes the platform provided by China ODR and takes appropriate methods to mediate the dispute. Methods include but not limited to chatting room, email, BBS or video meeting; offline methods may also be utilized in case the dispute is complicated. However, the decision or mediation agreement made by China ORD has no binding force.

With regard to its practice, China ODR has negotiated and mediated several disputes successfully before 2005. From 2005 to date, no record of case that has been resolved by China ODR can be found on its website. It seems like very few cases had been brought to China ODR ever since, although its website is functioning under good

24 After click tab “applying online conciliation” or “mediation,” the “fundamental agreement,” obligations for appliers, of China ODR will automatically appear and the applier shall click “I agree,” then go to next step. The “fundamental agreement” stipulates the rights and obligations of both China ODR and the users.
25 China ODR Online Mediation Rules, Arts. 2 & 3.
26 Ibid, Art. 5.
27 Ibid, Art. 7.
28 E.g. Yingtao v. Wu Jianguo (mediation) on goods inconformity (2004); Qiaodan v. Yongqiang (mediation) on Ebay MP3 sale (2004); Dolphin v. Wujianguo 75 (negotiation) on T-shirt sale. These cases are available at www.chinaodr.com.
condition. The future of China ODR thus looks very unclear. This also demonstrates that it is very difficult for a pure ODR website to survive.

Another practice regarding online dispute settlement in China is run by Guangdong Arbitration Commission (GAC). It established China Commercial Arbitration website in 2005 as a key construction project, which introduces the arbitration theory and practice. Besides, it offers online arbitration service to solve disputes related to e-commerce. The proceedings are conducted online based on associated laws and regulations on arbitration in China, and the rules made by the website as well. Yet the website does not seem to make a good business. This is deduced from the fact that the latest case issued was heard online in January 2008, when the author viewed the website on 28 October 2010. Apart from disputes related to e-commerce, GAC also provides services to resolve utility charges disputes online. On 1 January 2007, GAC enacted Utility Charges Disputes Online Arbitration Rules of GAC in that regards. Hopefully, this would bring some cases for this website.

C. Internal Complaint Mechanism

Internal complaint mechanism refers to the system established by the provider of the network transaction platform and used to accept consumer complaints and settle disputes through consultation. Taobao, the largest network of retail and business district of Asia, generated about 180 million transactions in 2009, and resolved about 900,000 disputes meanwhile. It initiated a consumer protection plan on 15 January 2010 and invested one billion RMB to set up a consumer protection platform. The consumer is free to complain during any period of online shopping. Taobao requires the vendor to contact the consumer for settlement of the complain against it within 48 hours. The Consumer Rights Officer will enter and deal with the dispute in two days once the 48 hours expires.

29 Its website address is www.ccarb.org.
30 According to article 2 of the Utility Charges Disputes Online Arbitration Rules of Guangdong Arbitration Commission, utility charges disputes refer to the disputes arising out of utility charges between natural person, legal person or other institution and the industries like water, gas, public transportation, and so on.
31 Supra note 1, para. 25.
In its transaction, Taobao has established the third party payment institution -www. Alipay.com for online payment. The function of Alipay is to provide “the agency service of paying and collecting funds” and “third party guaranty service” for the users of Taobao.com, other dealers of online transaction and even offline dealers. The initial purpose of Alipay is also to solve the safety problem of funds in domestic online transaction, in particular to solve the payment problems between the seller and buyer of online transaction in connection with the C2C business of its associated company, Taobao.com. The basic model at the initial stage is that the buyer transfers its payment online to Alipay online; after receiving the money, Alipay will inform the seller to deliver the goods; when the buyer receives the goods, he/she shall inform Alipay again, upon which Alipay will transfer the money to the account of the seller, and the whole transaction is thus completed. During this process, if there is any fraud, Alipay will be liable for compensation.

In 2005, Alipay published the Dispute Resolution Rules of its own. The Rules only applies to Alipay transactions, which the parties to transaction apply the “Alipay” software system provided by the Alipay Company and appoint that the agreed payment method under the contract is that Alipay pays the seller on behalf of the buyer after the buyer accept the goods, including Alipay as the agent transactions and pay on arrival transactions, not including prompt payment arrival transactions and other transactions.

The Rules has stipulated the detailed provisions on passing of risks, time of delivery, accepting of goods, refund procedure, verifying the identity of the parties, payment of the purchase price on dispute, the sale of prohibited items, the burden of proof, special rules for disputes arising out of virtual goods, complaining on no receiving goods, etc.

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33 Since Alipay service was launched by Taobao.com in 2003, Alipay Company was formed and the Alipay A/C system was launched on December 30, 2004. It enables individuals and businesses to securely, easily and quickly send and receive payments online. AliPay works like an escrow service, solving the issue of settlement risk in China. Up to the 14th March, 2010, Alipay had more than 300 million users, up to July 2010, Alipay had daily transaction volume exceeding 1.4 billion, through more than 5.5 million daily transactions. The relevant materials are available at https://www.alipay.com/static/aboutalipay/englishabout.htm.


35 Id.

36 Alipay Dispute Resolution Rules, Art. 1, para. 2.
In particular, the provisions on payment of the purchase price on dispute authorize Alipay to have certain enforceability. Art. 2(6) of Alipay Dispute Resolution Rules has provided as follows:

“Upon submission of a dispute to Alipay, Buyer and Supplier irrevocably agree that Alipay shall have the right to determine that all or part of the contract price of the Transaction in dispute shall be released to either or both of the parties to the Transaction according to these Rules. If any matters are not dealt with in these Rules, Buyer and Supplier agree that Alipay shall have the sole discretion to determine that all or part of the contract price of the Transaction in dispute shall be released to either or both of parties.”

It follows that Internet complaint mechanism is playing a positive role in some degrees. However, its effect is limited since the settlement is not final or binding.

III. China and UNCITRAL Work on Global ODR System

As mentioned above, at the 43rd session, the UNCITRAL are intended to establish a global dispute resolution system as its future work. As a member of UNCITRAL, China not only should actively participate in the UNCITRAL work, but also can benefit from a global ODR system in return. Firstly, there is a big demand of ODR in Chinese market; secondly, Chinese existing laws and regulations also lay a favorable foundation for the development of ODR; thirdly, China can promote the ODR initiative by using the UNCITRAL future ODR system as reference.

A. The Demand for ODR and Electronic Commerce in China

Chinese internet population has shown a remarkable increase over the past few years. According to Statistical Report on Internet Development in China of CNNIC, up to June 2010, the number of net citizens in China has reached 420 million, with an increase of 36 million compared to the end of 2009. The popularity rate of internet has climbed up to 31.8%, with an increase of 2.9% compared to the end of 2009. The number of broadband net citizens has reached 363,810,000. In the first half year of 2010, the growth rate of users for online payment, web shopping and e-banking was about 30% on average, far beyond other network applications.37 Until June 2010, the utilization

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rate of web shopping, online payment and e-banking is 33.8%, 30.5% and 29.1% respectively and the increase of their users in the first half is 31.4%, 36.2% and 29.5% individually. Their growth in all types of applications ranks Top 3. Web shopping ranks the top in main network applications and its utilization rate exceeds that of forum/BBS.\textsuperscript{38} By the end of September 2010, there are 2.93 million websites and 2.58 billion IP. E-commerce generated about 331 billion US dollars in China. From 2008 to 2010, e-commerce transaction grows at a speed of about 20% each quarter. People’s life is constantly changing with the rapid development of e-commerce. However, this development is also followed by the emergence of disputes over. A large amount of transactions indicate a large amount of disputes arising out of them. Establishing a dispute settlement method to meet the needs of e-commerce is becoming urgent. The method should be rapid, fair, and cheap in consideration of these claims’ characteristics: small value, large volume. Therefore, ODR in China should have a big market at present and in the future.

\textbf{B. Favorable Legal Circumstances for ODR in China}

Compared to traditional face to face ADR such as mediation and arbitration, in which the neutral third party mediator or arbitrator works with the two dispute parties (three parties to the process), ODR further employs the fourth party, in terms of technology, to work with and assist the traditional third party.\textsuperscript{39} This change requires a new legal circumstance to support its development.

In China, there is no specific law on ODR, and no existing laws or regulations exclude the use of ODR. Given ODR is not an absolutely new dispute resolution method, a framework from the existing models of arbitration and mediation, or even from the existed laws can be borrowed in its establishment.

Firstly, in 1999, Article 10 of Contract Law of the People's Republic of China (Contract Law)\textsuperscript{40} provides that a contract may be made in writing, in an oral conversation, as well as in any other form, but a contract shall be in writing if a relevant law or administrative regulation requires so. Article 11 of the Contract Law further interprets that a writing

\textsuperscript{38} Ibid, p. 28.
\textsuperscript{39} Supra note 2.
\textsuperscript{40} Adopted and Promulgated by the Second Session of the Ninth National People's Congress March 15, 1999.
means a memorandum of contract, letter or electronic message (including telegram, telex, facsimile, electronic data exchange and electronic mail), etc. which is capable of expressing its contents in a tangible form. This is the first time for Chinese law to recognize the validity of the contract in electronic form.

Secondly, the Law of the People’s Republic of China on Electronic Signature (Electronic Signature Law)\(^{41}\) was adopted in 2004. It provides the written form,\(^{42}\) the requirements for the form of the original,\(^{43}\) the requirements for document preservation,\(^{44}\) the truthfulness of any data message as evidence,\(^{45}\) the dispatch and receiving of any data message,\(^{46}\) electronic signature and certification,\(^{47}\) etc. The Electronic Signature Law has provided some comprehensive, thorough and detailed provisions for electronic commerce, and laid a good legal foundation for ODR development in China.

Thirdly, arbitration agreement is the joint intention of the parties to submit their existing or future disputes to arbitration based on party autonomy. Article 16 of the Arbitration Law of the People’s Republic of China (hereafter Arbitration Law)\(^{48}\) provides that “an arbitration agreement shall include the arbitration clauses provided in the contract and any other written form of agreement concluded before or after the disputes providing for submission to arbitration.” There is no further provisions on the form of written. However, this issue was resolved by the Supreme Court of the People’s Republic of China, which issued Several Interpretation on the Implementation of China Arbitration Law on 23 August, 2006 (hereafter the Interpretation 2006). Article 1 of the Interpretation 2006 construes “other written forms” as embracing the forms of contracts,\(^{49}\)

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\(^{41}\) The Law of the People’s Republic of China on Electronic Signature, which was adopted at the 11th meeting of the Standing Committee of the Tenth National People’s Congress of the People’s Republic of China on August 28, 2004, was promulgated, and come into force as of the date of April 1, 2005.

\(^{42}\) Electronic Signature Law, Art. 4.

\(^{43}\) Ibid, Art. 5.

\(^{44}\) Ibid, Art. 6.

\(^{45}\) Ibid, Art. 8.

\(^{46}\) Ibid, Arts. 9-11.


\(^{48}\) Adopted by the 9th Meeting of the Standing Committee of the eighth National People’s Congress on October 31, 1994, and promulgated by the Decree No.31 of the president of the People’s Republic of China on October 31, 1994.
letters or data message (including telegraph, fax, electronic data interchange and e-mail), etc. The Supreme People’s Court recognizes the validity of electronic forms of arbitration agreement in the Interpretation 2006.

Mediation or conciliation, as China refers to it, is deeply ingrained in Chinese culture. Traditionally, the Chinese concept of mediation is highly malleable. It may be characterized, on one hand, as a flexible and blended procedure of concessions, arrangement and compromise, while on the other hand it may take on some of the coercive aspects of adjudication. The mediation has been absorbed into civil proceeding, administrative and arbitral proceeding in Chinese legislations.

On mediation in civil procedure, Civil Procedure Law of the People’s Republic of China (Civil Procedure Law) uses one chapter (Chapter 8) to stipulate it. In handling civil cases, the people’s court may distinguish between right and wrong and mediate disputes according to the principle of parties’ voluntariness and based on clear facts. When a people’s court conducts mediation, a single judge or a collegial bench may preside in the mediation. Mediations shall be conducted locally whenever possible. What’s more, a mediation agreement shall be arrived based on voluntariness of both parties, and shall not be reached by compulsion. The contents of the mediation agreement shall not contravene the law.

On Mediation in arbitration proceeding, in accordance with Arbitration Law, the arbitration tribunal may reconcile a case before passing the award. Whereas the parties concerned accept the reconciliation effort of their own accord, the arbitration tribunal may conduct the reconciliation. The document of reconciliation and the arbitral award are equally binding legally. In 2005, CCPIT and CCOIC specially made the

50 Adopted on April 9, 1991 at the Fourth Session of the Seventh National People’s Congress, and revised on October 28, 2007 according to the Decision of the Standing Committee of the National People’s Congress on Amending the Civil Procedure Law of the People’s Republic of China as adopted at the 30th Session of the Standing Committee of the 10th National People’s Congress
51 Civil Procedure Law, Art. 85.
52 Ibid, Art. 86.
54 Arbitration Law, Art. 51.
Mediation Rules.\textsuperscript{55} On 28 August 2010, the Law of the People's Republic of China on People's Mediation (Mediation Law)\textsuperscript{56} was adopted. According to Article 2 of Mediation Law, “people's mediation” shall refer to the activities of people's mediation committees in promoting the parties to voluntarily reach mediation agreements through consultation on the basis of equality by persuasion, guidance and other methods to resolve disputes among people. In mediating disputes among people, Article 3 further provides that the people's mediation committee shall follow the following principles: (1) conduct mediation on the basis of the voluntariness and equality of the parties; (2) do not violate laws, regulations and policies of the state; and (3) respect the rights of parties and shall not prevent the parties from protecting their rights through such channels as arbitration, administration and judicature on the ground of mediation.

Furthermore, there are still other laws, judicial interpretations of the Supreme People’s Court and regulations of the Government ministry relevant to mediation.\textsuperscript{57} From the introduction above, it can be seen that online arbitration and online mediation do not lack favorable legal circumstance, although they are not directivity provided by Chinese laws. There is no legal obstacle for the development of them in China.

C. Facilitating the Development of ODR in China by Participating in UNCITRAL Work on Global ODR System

From the above analysis, it can be seen that there is an increasing demand of ODR on account of the development of electronic commerce. and a health legal circumstance for ODR in China. This is probably the reason that why the CIETAC Online Dispute Resolution Center and Alipay Dispute Resolution Mechanism have dealt with a large

\textsuperscript{55} Adopted at the first chairman’s session of the sixth meeting of the Mediation Center under the CCPIT/CCHOIC on January 5, 2005.

\textsuperscript{56} Adopted at the 16th session of the Standing Committee of the Eleventh National People's Congress on August 28, 2010, promulgated and came into effect as of January 1, 2011.

\textsuperscript{57} such as the Law of the People’s Republic of China on the Mediation and Arbitration of Rural Land Contract Disputes (2010), the Law of the People’s Republic of China on Labor Dispute Mediation and Arbitration (2008), Temporary Measures for the Mediation of Power Disputes (2005), Provisions of the Supreme People's Court about Several Issues Concerning the Civil Mediation Work of the People's Court (2004), Some Provisions Concerning the Work of People’s Mediation (2002), Some Provisions of the Supreme People’s Court on Trying Civil Cases Involving the People’s Conciliation Agreements (2002), and so on.
quantity of cases.
CIETAC Online Dispute Resolution Center has been authorized by the CNNIC to solve the domain name dispute. In fact, the proportion of the domain name disputes accounted for the overwhelming majority of all the cases which CIETAC Online Dispute Resolution Center has accepted. According to Article 15 of CNNIC Domain Name Dispute Resolution Policy, the decisions made by the CIETAC center can be guaranteed to enforce under certain condition.
Alipay Dispute Resolution Mechanism has plenty of cases from the Taobao transactions. As a third payment institution, Ailipay keeps a great deal of money. Once the claimant and respondent accept Alipay Service Agreement, Alipay will have the authority to resolve the parties’ dispute and to enforce its decision according to Alipay Dispute Resolution Rules.
However, as a pure ODR website, China ODR only handled very few cases because it has no fixed clients and its decision also has no binding force on the parties. It will be very difficult for China ODR to go further. Therefore, it can be found that the healthy development of ODR will not be achieved without case sources and the enforceability of its decision.
ODR is comparatively a new subject in China. Something is new indicates that it is not well-known to the public. The merchants and consumers will not select a method which they know nothing about to settle their disputes. Thus promoting the dissemination and awareness among the potential users regarding impact and increasing importance of ODR in resolving commercial disputes is very important. This needs the effort of government together with ODR providers.
As mentioned above, UNCITRAL is preparing to establish a global ODR system which aims to provide a legislative guide to help resolving cross-border e-commerce disputes using online dispute resolution. This system must be simple, rapid, transparent and inexpensive. Obviously, large volume of cross-border e-commerce calls for a global ODR system to provide consumers a way of remedy, which in return can help them to build confidence in making online purchases. There is common consensus that a global consumer redress system is essential to the continued success and growth of
e-commerce.\textsuperscript{58} As a matter of fact, some UNCITRAL legal instruments have produced an active influence to Chinese legislation. For example, China’s Electronic Signature Law has taken UNCITRAL Model Law on Electronic Commerce (1996) and UNCITRAL Model Law on Electronic Signature (2001).\textsuperscript{59} China should take measures and make efforts to promote the establishment of the global ODR system. A global system needs each and every member to join and contribute. Cooperation is preferred and requested all the time during the establishment and thereafter as well. China, as one of the leading e-commerce entities in the world, is able to cooperate with other states in the field of ODR and promote UNCITRAL to bring in accreditation standards for ODR providers. The cooperation among different states is even more important pertinent to transnational online disputes.

IV. Conclusion

Electronic Commerce in China has gained a fast increase in recent years. Great amount of E-commerce brings great amount of disputes. The resolution of these disputes depending on traditional dispute resolution system, to a large extent, will meet some difficulties. However, with its high efficiency and great convenience, ODR is developing with a high speed around the world. In China, ODR also has received extensive attention and is gradually applied to resolve various types of disputes. Despite of an absence of law directly governs online arbitration and online mediation, there is still a favorable legal circumstance for the development of ODR in China. However, ODR is still a new subject and has not been widespread applied. A systematic mechanism of ODR has not been established yet. However, a global system of ODR is forming right now under the boosting of UNCITRAL work. Through participating in this initiative and taking its successful and unsuccessful experience for reference, China can enhance its the understanding of ODR and promote its development thereof.

