Newby Dispute Resolution | Roger Newby

Civil & Commercial Mediator
CMC Associate Mediator



The technical dispute, understood from the inside.

Civil & commercial mediation with a technical core

I mediate civil and commercial disputes with a technical core: vehicles and automotive, repair and works quality, valuation and total loss, construction and engineering.

I came to mediation from engineering rather than from law. On the workshop floor from 1997 as a vehicle technician; race engineer through a championship-winning TVR Tuscan Challenge season; a BSc (Hons) in Motorsport Technology; then EPSRC-funded, published crash-structures research at Cranfield University.

The law came second, and deliberately: a Master of Laws in Law and Legal Practice, with the dissertation written in mediation.

> *The subject matter is not new to me.*
> *The chair is.*

The practical consequence is that parties do not spend the first hour explaining the subject matter to the mediator. Where a dispute has stalled on a question of fact neither side can test, whether the repair was done properly, whether the damage matches the account or why the component failed, that question can be opened up rather than worked around.

To be clear about what is on offer here. This is a mediation practice. I am not offering to act as anyone's expert, and I express no opinion on the engineering or on the merits. The expert work is simply where the subject knowledge came from.

How I work

Facilitative. I express no view on the merits and I give no advice. My role is to make settlement possible, not to decide who is right.

Within that, I will reality-test robustly. Technical positions are often held with more confidence than the evidence supports, on both sides, and a mediator who can see that can test it.

Parties should expect a calm room, direct questions, and no surprises about the process.

> *Settlement is rarely blocked by the law.*
> *In technical disputes it is blocked by a fact nobody can test.*

Since 1997

engineering: workshop floor, race team, Cranfield research

Master of Laws

LLM in Law and Legal Practice; dissertation in mediation

Fixed fee

agreed in writing before booking; CMC Fixed Fee Scheme under £50,000

Why solicitors instruct me

A referral requires confidence in the mediator as well as the process. These are the things I would want to know.

Technical fluency

I read the engineering reports, estimates and photographs directly. Nobody has to explain the subject matter to me first.

Preparation

I read the papers and speak to each side before the day, not on it.

Constructive challenge

I test technical assertions on both sides with equal rigour, without expressing a view on who is right.

Clear boundaries

Neutral throughout. My expert reports carry a section headed *Matters adverse to those instructing me*; the same even-handedness runs the room.

Proportionate process

Fixed fees agreed before booking. Online, in person or hybrid, to suit the value of the dispute.

Written discipline

In my expert work, every derivation is set out so it can be checked. The Agreement to Mediate, terms and bundle timetable are in place before the day.

You are not referring a process. You are referring a person into a room with your client.

Areas of practice

A deliberately narrow civil and commercial practice. These are the disputes where the engineering background does real work:

Vehicle & automotive

Rejection and satisfactory quality under the Consumer Rights Act 2015; diagnosis, defect and fault disputes.

Repair & works quality

Whether the work was done properly, what it was worth, and what it should reasonably have cost and taken.

Valuation, total loss & credit hire

Pre-accident value, diminution, salvage categorisation and write-off disputes; reasonable repair period.

Construction & engineering

Defects, delay, cost and specification, where the technical issue is what drives the money.

Component & product failure

Fracture, fatigue and corrosion; why the part failed, and whose problem that is.

Also considered, subject to conflict check: property, landlord and tenant dilapidations; transport and logistics; insurance and indemnity where the underlying question is technical; personal injury where I have no expert relationship with any party or insurer.

A SECOND, DELIBERATE LANE

Sport, competition & coaching

Club and governing-body disputes, selection and eligibility, coaching, welfare and sponsorship, where a working understanding of how competitive sport is actually run matters.

Education & assessment

Schools, colleges and training providers, including assessment and examination disputes. PGDip in Education, University of Bath.

Where mediation earns its fee



The rejected vehicle

The buyer wants their money back; the supplier says the fault is wear and tear. The law is usually clear enough; the disagreement is about mechanism. Getting both sides to the same understanding of the evidence generally has to happen before anyone can talk sensibly about remedy.

The disputed repair

The invoice is contested and the work is already done. Separating what was necessary from what was additional, and establishing what it was reasonably worth, is often where the settlement is found.

Total loss and valuation

The insurer's figure and the owner's figure are far apart, and each is defensible on its own comparables. The gap is methodological rather than moral, which makes it more tractable than it looks.

The engineering defect on a project

Delay, cost and liability are interlocked and both experts have reported. Mediation can establish where the experts genuinely disagree, which is often narrower than the pleadings suggest.

What the day actually looks like

Before

I read the papers and the technical material, then speak to each side separately. Nobody arrives without knowing how the day will run.

During

Joint session where it helps, private sessions where it does not. Everything said to me in private stays private unless you tell me otherwise.

After

Where terms are agreed, they are written up and signed before the mediation closes. Where they are not, the issues can still narrow, and with the parties' agreement I record what has.

The boundary, stated plainly

I mediate civil and commercial disputes only; my expert work in criminal proceedings is a separate practice and is not mediated. I do not act as both mediator and expert in the same dispute, and I will not accept a mediation appointment in a matter where I have given, or been asked to give, expert evidence. A conflict check runs across both practices before every appointment. The engineering shapes the questions I ask; it does not entitle me to an opinion on the answer, and I do not offer one.

Appointing me

From first call to mediation, with no step that surprises anyone:

1. **Initial enquiry**

   A free telephone call to discuss the dispute in outline and whether mediation is likely to help at this stage. Dates are typically available within ten working days.

2. **Conflict and availability check**

   Run against my mediation conflict register before anything is confirmed.

3. **Fee proposal**

   A fixed fee, quoted and agreed before booking. For disputes under £50,000 I am signed up to the CMC Fixed Fee Mediation Scheme and use its published rates. Above that, a fixed fee per party quoted against the papers.

4. **Agreement to Mediate**

   Signed by all parties and by me before the mediation begins.

5. **Preparation**

   I read the papers, including the technical material, and speak to each side in advance.

6. **The mediation**

   Online, in person or hybrid. Even where a case does not settle on the day, it can narrow the issues and identify the next step.

Background

I am a Civil & Commercial Mediator and a CMC Associate Mediator, having qualified through the Hunt ADR mediator accreditation programme, a course registered with the Civil Mediation Council.

Separately from this practice I run Vehicle Engineering Analysis, established in 2026, which provides independent expert evidence to the courts. It is a different service to a different client, and it is not what this document offers. It matters here for one reason only: the duty in that work is owed to the court whoever pays, and that is the discipline I bring to the chair.

Both practices are new. The engineering behind them is not, and they are kept separate where it matters: never mediator and expert in the same dispute, with a conflict check across both before any appointment.

Master of Laws (LLM) in Law and Legal Practice, BPP University Law School, with the dissertation written in mediation. Currently on the Bar Training Course at BPP, where the practice-based project is in arbitration.

BSc (Hons) Motorsport Technology, University of Hertfordshire. Postgraduate crash-structures research, Cranfield University; EPSRC-funded and published. Postgraduate Diploma in Education, University of Bath. City & Guilds, Repair and Servicing of Road Vehicles, 1997. Associate Member, Institution of Mechanical Engineers.

I mediate under the CMC Code of Conduct and maintain a complaints procedure meeting CMC minimum standards. Professional indemnity insurance is in place; the certificate is available on request. Written terms of business and privacy notice are published at newbydisputeresolution.com. Reasonable adjustments arranged on request.

Let's have a conversation first

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