

**SOPA Arbitration Rules  
(As amended on 6th December, 2025)**

- 1) These Rules shall be known as the “SOPA Arbitration Rules”.
- 2) In these Rules, unless the context otherwise requires:
  - a) “Act” means the Arbitration and Conciliation Act, 1996, as amended from time to time.
  - b) “Rules” means the SOPA Arbitration Rules.
  - c) “Arbitration Agreement” means an agreement as defined in Section 7 of the Act.
  - d) “Arbitration Panel” means the Panel of Arbitrators constituted under Rule 4.
  - e) “Arbitral Tribunal” or “Tribunal” means the Arbitral Tribunal constituted under these Rules.
  - f) “Association” or “SOPA” means The Soybean Processors Association of India, Indore.
  - g) “Chairman” and “Deputy Chairman” mean the Chairman and Deputy Chairman respectively of the Association.
  - h) “Executive Director” means the Executive Director of the Association, by whatever designation called.
  - i) “Party” means a party to an Arbitration Agreement under which a dispute has been brought to SOPA for arbitration.
- 3) These Rules shall be deemed to be a part of every contract involving soybean and/or soybean products, where such contract provides that provisions of SOPA Model Contract shall apply and/or that any dispute or differences arising out of or under the contract shall be referred to SOPA for arbitration in accordance with these Rules.
- 4) Arbitration Panel:
  - a) The Executive Committee of the Association shall constitute an Arbitration Panel of not less than ten and not more than twenty persons, each having a minimum of ten years of experience in agricultural commodity trade and whom the Executive Committee considers competent to arbitrate disputes.
  - b) The Executive Committee shall have the power to make such changes in the Arbitration Panel, as it deems fit from time to time.
  - c) The nomination of any person to the Panel and any changes thereto shall be made only in a formally convened meeting of the Executive Committee where such constitution or change is a specific agenda item.
  - d) A person practicing law or working with a professional law firm shall not be nominated to the Panel.
- 5) The provisions of the Arbitration and Conciliation Act 1996 and any statutory amendments, modifications or re-enactments thereof, for the time being in force, shall apply to all arbitration cases under these Rules, save to the extent that such provisions are permitted, under the Act, to be varied by the parties by mutual agreement.
- 6) The arbitration proceedings shall be conducted at the headquarters of SOPA or at such other place, as the Tribunal may decide. The Tribunal may conduct the hearings through video conferencing.

- 7) The cost of travel, boarding and lodging of Arbitrators appointed by the parties shall be borne by the respective parties. Costs relating to the Presiding Arbitrator and SOPA Secretariat staff shall be shared equally between the parties. In case of a Sole Arbitrator, such costs shall be borne equally by both the parties.
- 8) Constitution of Arbitral Tribunal :
  - a) An Arbitral Tribunal shall consist of three arbitrators or a Sole Arbitrator where agreed.
  - b) Subject to the provisions and the time limits prescribed under these Rules, each party shall appoint one arbitrator and the two arbitrators appointed by the parties, within 10 days of receipt of request from SOPA, shall jointly appoint the third arbitrator, who shall act as the Presiding Arbitrator.
  - c) If an arbitrator, after consenting to act in a reference, neglects, recuses himself or refuses to act, or is incapable of acting or becomes unavailable, or is disqualified under these Rules, the party which appointed him, shall appoint a new arbitrator from the Panel in his place, within 10 days of receiving the request to do so from the Association.
  - d) If the Presiding Arbitrator, after consenting to act in a reference, neglects, recuses himself or refuses to act, or is incapable of acting or becomes unavailable, or is disqualified under these Rules, the two arbitrators appointed by the parties shall jointly appoint a new Presiding Arbitrator from the Panel in his place, within 10 days of receiving the request from the Association to do so.
  - e) Except for cases submitted to a Sole Arbitrator, if a party fails to appoint an arbitrator, either originally, or by way of substitution as per Rule 8(c), or the two arbitrators appointed by the parties fail to appoint a third arbitrator, either originally, or by way of substitution as per Rule 8(d), Chairman of SOPA shall appoint an arbitrator not so appointed, within 10 days of receiving a request from SOPA. If the Chairman is a party to the dispute, then the Deputy Chairman shall appoint the arbitrator(s).
  - f) SOPA Chairman and Deputy Chairman shall not be appointed as an Arbitrator in any case during the tenure of their office provided, however, that they can continue to act as an Arbitrator in any cases where they were appointed before assuming such office at SOPA.
  - g) Appointment of arbitrators including a Sole Arbitrator shall be restricted to persons nominated on the Panel of Arbitrators under Rule 4(a).
  - h) Unless otherwise disqualified under these Rules, an Arbitrator once appointed shall continue to act in that case until it is finally decided even if such person ceases to be a member of the Arbitration Panel.
- 9) Arbitral Tribunal with a Sole Arbitrator :
  - a) The parties to a dispute may agree to have the dispute presented and decided by a single arbitrator appointed by mutual consent. The sole arbitrator so appointed shall constitute the Arbitral Tribunal.”
  - b) In case a dispute is submitted to a Sole Arbitrator and the Sole Arbitrator neglects or refuses to act, or is incapable of acting or becomes unavailable, or is disqualified under these Rules, the parties to the dispute shall appoint another Sole Arbitrator by mutual consent, within 10 days of receiving a request from SOPA.

- c) If the parties fail to appoint another Sole Arbitrator, as per Rule 9(b), they may either agree for appointment of the Sole Arbitrator by Chairman of SOPA or decide to appoint separate Arbitrators by each party, as per Rule 8(a), and the two arbitrators so appointed shall appoint the third Arbitrator to constitute the Arbitral Tribunal.
- d) A sole arbitrator, once appointed by both the parties, cannot be changed/substituted at the instance of only one party.

10) Every member of an Arbitral Tribunal, or the Sole Arbitrator shall give a declaration in writing to SOPA-

- a) Disclosing any past or present relationship with or interest in any of the parties or in relation to the subject-matter in dispute, whether financial, business, professional or other kind, which is likely to raise justifiable doubts as to his independence or impartiality.
- b) Any circumstances which are likely to affect his ability to devote sufficient time to the arbitration and in particular, to his ability to finish the entire arbitration within twelve months.

11) In case an arbitrator fails to give the declaration as per Rule 10, within 10 days of receiving the request from SOPA, his appointment shall be considered invalid and a substitute arbitrator shall be appointed in his place, as prescribed under these Rules.

12) A party can challenge the appointment or continuation of an arbitrator, if circumstances exist that raise justifiable doubts as to his independence or impartiality, within 15 days of becoming aware of the constitution of the Arbitral Tribunal or after becoming aware of such circumstances, by sending to the Arbitral Tribunal a written statement giving reasons for the challenge.

13) On being challenged –

- a) The challenged arbitrator may withdraw voluntarily, or
- b) The Arbitral Tribunal may accept the challenge and ask the party who appointed him to appoint another arbitrator in his place, or
- c) The Arbitral Tribunal may reject the challenge, with reasons to be given in writing, and continue the arbitral proceedings and pass an arbitral award.

14) Submission of Claim :

- a) The claimant shall, not later than one year from the date of default or the event which is the subject matter of the dispute under arbitration -
  - i) Give notice to the respondent of his intention to refer the matter for arbitration.
  - ii) Send the dispute for arbitration to SOPA, along with five copies of statement of claim and supporting documents and send one copy to the respondent.
  - iii) Appoint an arbitrator, obtain his consent and send the same to SOPA with the claim papers.
- b) All disputes referred to SOPA for arbitration shall be accompanied by –

- i) *Prima facie* evidence that the parties have entered into a contract which contains a clause that any dispute arising out of the contract will be referred to SOPA for arbitration as per SOPA Arbitration Rules, and
- ii) Payment of appropriate fees and charges, as per these Rules.
- c) On receipt of the dispute for arbitration, SOPA shall, within 10 days, register the case and send the claim to the respondent and call upon him, in writing, to appoint an arbitrator and send his statement of defence and supporting documents to SOPA.
- d) The respondent shall, within 30 days or such extended period as may be permitted on a written request, but not exceeding a total of 60 days of being called upon to do so, appoint an arbitrator and send the statement of defence and counterclaim, if any, along with the name and consent of the Arbitrator to SOPA, with five copies.
- e) If the respondent fails to submit his defence statement and/or appoint an arbitrator within the stipulated time, the case will be heard ex parte and an arbitrator shall be appointed as per Rule 8.
- f) On receipt of the statement of defence from the respondent, together with intimation of appointment of an arbitrator, SOPA shall request the two arbitrators to appoint the third arbitrator, as per Rule 8.

15) No party shall have the right to revoke the appointment of an Arbitrator so appointed by him.

16) Each party shall provide an email address for all communications relating to the dispute. All communication sent by email to the designated email addresses shall be deemed to have been received by the addressees at the time of transmission, provided that the sender has not received a delivery failure notification. Each party shall promptly notify SOPA and the other party of any change to its designated email address, and until such notification is received, communications sent to the previously notified email address shall be valid.

17) Arbitration Fees and Costs :

- a) The claimant (including claimant/respondent) shall, along with the claim/counterclaim, pay the following fees/charges to the Association, plus applicable GST, in advance by demand draft or bank transfer:

**i) Arbitration Fees :**

S. No.	Claim Amount	Arbitration Fees
1.	Up to Rs. 2 crores	1% of the claim amount, subject to a minimum of Rs. 10,000/-
2.	Between Rs. 2 crores and Rs. 5 crores	Rs. 2 lakhs + 0.75% of claim exceeding Rs. 2 crores
3.	Between Rs. 5 crores and Rs. 10 crores	Rs. 4.25 lakhs + 0.5% of claim exceeding Rs. 5 crores
4.	Between Rs.10 crores and Rs. 20 crores	Rs. 6.75 lakhs + 0.2% of claim exceeding Rs. 10 crores
5.	Above Rs. 20 crores	Rs. 8.75 lakhs + 0.1% of claim exceeding Rs. 20 crores

**ii) Administrative charges Rs. 10,000/-.****iii) Honorarium to be paid to Arbitrators**

In case of a three-member tribunal Rs. 90,000/- @ Rs. 30000/- per Arbitrator.

- b) If, during the course of arbitration, any party desires to enhance its claim, additional fee shall be paid. No such enhanced claim shall be entertained till the additional fee has been deposited.
- c) Notwithstanding anything contained in Rule 17(a)(iii), the Arbitral Tribunal may reduce or reasonably enhance the honorarium to be paid to the arbitrators and also decide the manner in which the same is to be shared between the parties.
- d) The Arbitral Tribunal may, at any time, direct any of the parties to pay the Association such other costs, expenses and other charges as may be deemed proper.
- e) The Arbitral Tribunal may direct by whom and in what manner legal consultation and related costs are to be borne in situations where the Tribunal, in the course of arbitration proceedings, avails of legal consultation.

**18) The Award**

- a) All Awards shall be reasoned and in writing, issued on an official form and signed by all the members of the Arbitral Tribunal or the Sole Arbitrator as the case may be.
- b) In a three-member Tribunal, if the Award is not unanimous, the award given by the majority shall prevail and the dissenting Arbitrator shall give a separate award.
- c) The majority award given by the arbitrators or an award given by a Sole Arbitrator shall be final and binding on the parties thereto.
- d) An award on agreed terms or on a settlement between the parties need not state any reason.

**19) The Executive Director or an officer of the Association nominated by him, shall, in consultation with the Tribunal, fix suitable time, date and place for hearing(s) of the reference and shall convey it in writing to the parties.****20) SOPA shall keep the records of all arbitration cases decided under these Rules and also the Awards made thereunder, at least for a period of 5 (five) years from the date of award. In case any party informs SOPA that the award is under the consideration of any court, records of such an award shall be retained by SOPA beyond the period of 5 years.****21) The Executive Director or an officer of the Association nominated by him shall have authority to receive payment of all costs, charges, fees, deposits and other expenses, to take charge of all documents and papers relating to the reference and generally to do all such things and take all such steps as may be necessary to assist the Tribunal in discharge of its functions.****22) Within 30 (thirty) days from the receipt of the award, –**

- a) A party may, with notice to the other party, apply to the Arbitral Tribunal, requesting to correct any computation, clerical or typographical errors or any other errors of a similar nature occurring in the award.

b) The Arbitral Tribunal, on receipt of such application, may either (i) reject the said request or (ii) rectify the award to the extent necessary and issue the corrected award or (iii) issue an additional award with such rectification.

23) Powers of Arbitral Tribunal:

- The Arbitral Tribunal shall have the power to examine the parties and witnesses on solemn affirmation or oath or otherwise, to call for relevant books, papers and documents in possession or power of the parties and either to return them or retain the same against acknowledgement.
- The Tribunal shall have the power to make an interim award or awards and to direct the parties during the proceedings to do all such things, as the Tribunal may deem necessary for deciding the case.
- The Arbitral Tribunal shall have the power to impose such reasonable cost on any of the parties as it thinks fit and pass any other order in the dispute at the time of giving the final award.

24) A person representing any party shall submit an authority letter of the party duly signed by a Director/Authorised Representative for doing so, on behalf of the party, mentioning such person's status and relationship with the party.

25) No party to a reference shall, without the express permission of the Arbitral Tribunal, be entitled to appear by counsel, attorney, advocate or pleader and the decision of the Tribunal whether or not to give such permission shall be final. Provided, however, that when one party is so permitted, similar liberty shall be given to the other party.

26) The Arbitral Tribunal may adjourn hearing(s) from time to time, either on its own initiative or at the request of a party or both parties, if satisfied with the reasons given by the requesting party / parties for an adjournment. The tribunal may impose such costs for a request for adjournment as it deems appropriate.

27) The Arbitral Tribunal shall proceed with the reference and make an award ex parte, in the absence of any party who, in spite of having been given due notice and reasonable time, refuses or neglects to submit any documents or evidence and/or attend the hearings without any good reason for such an absence/neglect, to the satisfaction of the Tribunal.

28) The Executive Director shall attest, sign and stamp all Awards and send a copy to the concerned parties. In case any payment of the costs, charges, fees and expenses is due to the Association, the Executive Director shall inform the party concerned to take away the award upon payment of fees and expenses. The Association will have lien on the Award for any costs, charges, fees and expenses of the arbitration.

29) In the event of the dispute being settled amicably between the parties, before commencement of the arbitration proceedings, the claimant shall inform the Association in writing, on receipt of which, the Association shall refund to the claimant the honorarium for arbitrators and 50% of the arbitration fee paid by the claimant.

30) Arbitrators appointed under these Rules shall not be impleaded, summoned, examined or otherwise required to appear before any court of law in relation to any arbitration

proceedings or arbitral award, except where such appearance is ordered by a court under applicable law.

Any costs incurred pursuant to such exceptional court-directed appearance of the arbitrators shall be directly paid by SOPA and recovered equally from both the parties.

- 31) In case a party to a dispute wishes to file the award in a court, either for its enforcement or for challenging the award, the Association will provide a copy of the award on payment of any dues, stamp duty and other taxes, as applicable.
- 32) All the documents, records and papers submitted during the course of arbitration will be the property of SOPA, who will also have the sole right to publish/quote case law/abstract of the same.
- 33) Subject to the provisions of the Arbitration and Conciliation Act, 1996, any legal proceedings, if maintainable in law, arising out of or in connection with the administrative functions of SOPA under these Rules (and not relating to the merits of any arbitral award), shall be subject to the exclusive territorial jurisdiction of the competent courts at Indore.
- 34) In case a counterclaim or additional claim is filed between the same parties, then the same Arbitral Tribunal would continue to arbitrate the case.
- 35) All arbitration cases pending before SOPA under the SOPA Arbitration Rules as existing prior to these amendments, shall be disposed of by the same Arbitral Tribunals constituted in those cases, irrespective of whether or not the arbitrators thereof in the respective Arbitral Tribunals are members of the present SOPA Arbitration Panel constituted under Rule 4(a) of these Rules.
- 36) These Amended Rules shall apply to all pending arbitration cases, save for acts already completed.
- 37) These Amended Rules shall also apply to all arbitration cases referred to SOPA on or after the date on which these Rules come into force, irrespective of the date of the contract or the date of default.

Provided, however, that in determining the claims and counterclaims, the specific terms of the contract shall prevail and the Arbitral Tribunal shall adjudicate solely within the framework of the commercial terms of the contract expressly agreed between the parties.