

MISHPAT INSTITUTE

THE BEIS DIN PLEDGE

A Professional Code for Attorneys — Version 1.0 · Adopted September 3, 2026

Preamble

Halacha directs that disputes among Jews be resolved before a beis din. The world itself, our Sages taught, endures on din, on emes, and on shalom (Avos 1:18). The attorney executing this Pledge (a “Member” of Mishpat Institute) recognizes that lawyers occupy a decisive position in the choice of forum, and adopts the following code of professional commitment.

1. Definitions

“**Beis din**” means a rabbinical court convened to resolve disputes according to halacha, functioning as an arbitral tribunal under applicable arbitration law.

“**Din Torah**” means a dispute-resolution proceeding before a beis din.

“**Appropriate Dispute**” means a civil dispute in which all adverse parties are Jewish and which a beis din is halachically and legally capable of resolving. It excludes, without limitation: criminal matters; matters requiring emergency or provisional judicial relief (which may be sought pending din Torah); matters in which an insurer or other non-party controls the defense; and matters subject to a heter arka'os or other halachic ruling permitting recourse to civil court.

“**Psak**” means the decision or award of a beis din.

2. Commitments of Members

2.1 Counseling. In every Appropriate Dispute, a Member shall timely and affirmatively counsel the client that din Torah is available and halachically preferred, and shall present it as a serious and credible option, before commencing proceedings in civil court on the merits.

2.2 Drafting. When drafting agreements between Jewish parties, a Member shall recommend, where suitable, the inclusion of a dispute-resolution clause designating din Torah before a beis din, and may use model clauses published by the Institute.

2.3 Representation. A Member shall be prepared to represent clients competently and zealously in din Torah, according the proceeding the same professional rigor as litigation or commercial arbitration.

2.4 Respect for the Process. A Member shall respect the integrity of din Torah — including the finality and enforceability of a psak — and shall not employ civil litigation to relitigate, undermine, or gain collateral advantage against a beis

din proceeding, except as necessary to confirm, enforce, or lawfully challenge an award.

- 2.5 Advancing the Field.** A Member shall support the development of shared standards of procedure and evidence for batei din and is encouraged to participate in the Institute's educational programs and to promote this Pledge among colleagues.

3. Professional Responsibility Paramount

- 3.1 Client Autonomy.** The choice of forum belongs to the client. Nothing in this Pledge requires a Member to direct, condition, or limit representation based on the client's forum choice after informed counseling.
- 3.2 Governing Rules.** This Pledge is subordinate to the rules of professional conduct of every jurisdiction in which a Member practices. Where any commitment conflicts with a Member's professional or fiduciary duties in a particular matter, those duties control.
- 3.3 Independent Judgment.** Each commitment is subject to the Member's independent professional judgment as to the client's best interests in the particular matter.

4. Membership and Eligibility

- 4.1 Eligibility.** Membership is open to attorneys who are Jewish as defined by halacha — born to a Jewish mother, or converted under the auspices of an Orthodox beis din — and admitted and in good standing in at least one jurisdiction. Each Member attests to eligibility upon execution; the Institute relies on that attestation and does not itself adjudicate questions of personal status, which remain matters for a beis din. Membership lapses automatically upon suspension or disbarment in any jurisdiction, subject to reinstatement upon restoration to good standing.
- 4.2 Effect of Signature.** Execution of this Pledge, including by electronic signature, constitutes application for membership in Mishpat Institute. Membership is voluntary and may be withdrawn by either the Member or the Institute at any time.
- 4.3 Dues.** No dues are currently charged. Any future dues will apply prospectively only, upon notice, and nonpayment shall be the exclusive consequence of declining them.
- 4.4 Public Directory.** Members are listed by name, firm, and jurisdiction(s) of admission in the Institute's public directory of Members, unless the Member elects in writing not to be listed. Declining listing does not affect membership.
- 4.5 Permitted References.** A Member may state the fact of membership (e.g., "Member, Mishpat Institute") in biographical and professional materials.

Membership is not a certification, specialization, or endorsement of any attorney's qualifications, and shall not be advertised as such. The Institute is not a beis din, does not adjudicate disputes, and does not refer specific matters.

4.6 No Agency. Members are not agents, partners, or representatives of the Institute. Neither the Institute nor any Member is responsible for the professional conduct of the other.

5. No Legal Duties Created

5.1 Aspirational Code. This Pledge is a voluntary statement of professional commitment. It is not a contract, creates no legally enforceable obligations, and establishes no standard of care for any purpose, including any claim of professional negligence.

5.2 No Third-Party Rights. Nothing in this Pledge confers any right or remedy on any client, party, or other person, or shall be admissible to establish any duty owed to them.

5.3 Not a Psak. This Pledge is not a halachic ruling. Members should direct questions of halacha arising in particular matters to their own posek or to the beis din before which a matter is pending.

6. Amendment

6.1 Versioning. This is Version 1.0 of the Pledge. The Institute may amend the Pledge upon at least 30 days' notice to Members; continued membership after the effective date constitutes assent. A Member who declines an amendment may withdraw without further obligation.

Adopted and executed as my professional commitment:

Signature

Name (print) · Firm

Jurisdiction(s) and Bar Number(s)

Date · Email

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