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PRELIMINARY

Section 1. This Law shall be called the “Civil and Commercial Code”.

Section 2. It shall come into force on 1st of January B.E. 2468.

Section 3. On and from the day of operation of this Code, all other laws, bye laws and regulations in so far as they deal with matters governed by this Code or are inconsistent with its provisions shall be repealed.

BOOK I

GENERAL PRINCIPLES

TITLE I

GENERAL PROVISIONS

Section 4. The law must be applied in all cases which come within the letter and spirit of any of its provisions.

Where no provision is applicable, the case shall be decided according to local custom.

If there is no such local custom, the case shall be decided by analogy to the provision most nearly applicable, and, in default of such provision, by the general principles of law.

Section 5. Every person must, in the exercise of his rights and in the performance of his obligations, act in good faith.

Section 6. Every person is presumed to be acting in good faith.

Section 7. Whenever interest is to be paid, and the rate is not fixed by a juristic act or by an express provision in the law, it shall be seven and a half per cent per year.

Section 8. "Force majeure" denotes any event the happening or pernicious result of which could not be prevented even though a person against whom it happened or threatened to happen were to take such appropriate care as might be expected from him in his situation and in such condition.

Section 9. Whenever a writing is required by law, it is not necessary that it be written by the person from whom it is required, but it must bear his signature.

A finger print, cross, seal or other such mark affixed to a document is equivalent to a signature if it is certified by the signature of two witnesses.

The provisions of paragraph two shall not apply to a finger print, cross, seal or other such mark affixed to a document before the competent authorities.

Section 10. When a clause in a document can be interpreted in two senses, that sense is to be preferred which gives some effect rather than that which would give no effect.

Section 11. In case of doubt, the interpretation shall be in favour of the party who incurs the obligation.

Section 12. Whenever a sum or quantity is expressed in letters and in figures, and the two expressions do not agree, and the real intention cannot be ascertained, the expression in letters shall be held good.

Section 13. Whenever a sum or quantity is expressed several times in letters or several times in figures, and the several expressions do not agree, and the real intention cannot be ascertained, the lowest expression shall be held good.

Section 14. Whenever a document is executed in two versions, one in the Thai language , the other in another language, and there are discrepancies between the two versions, and it cannot be ascertained which version was intended to govern, the document executed in the Thai language shall govern.