

(Translation)

**Thailand Arbitration Center Rules  
On Small Claims Arbitration  
B.E. 2560 (2017)**

To ensure that the arbitration process is conducted in a convenient, quick, cost-effective and fair manner to all parties and to enhance Thailand Arbitration Center's (THAC) rule by shortening arbitration period, ensuring that all fees and expenses are considered appropriate to the claimed amount and enabling small claim disputes to be settled through the arbitration;

By virtue of Section 18 (5) of the Thailand Arbitration Center (THAC) Act, B.E. 2550 (2007), the Thailand Arbitration Center (THAC) Committee hereby issues the following rules

Article 1. This rule shall be called the "Thailand Arbitration Center (THAC) Rule on Small Claims Arbitration, B.E. 2560 (2017)."

Article 2. This rules shall govern arbitration conducted by the THAC starting from October 1, 2017.

Article 3. In this rule,

- (1) An "Award" shall mean any award made by the arbitral tribunal that is considered an essence of the dispute, which shall also include an award of certain issues.
- (2) The "Institute" shall mean the Thailand Arbitration Center under the Thailand Arbitration Center Act, B.E. 2550 (2007).
- (3) The "Arbitration Committee" shall mean the arbitration committee under the THAC rule on arbitration committee.
- (4) The "Registrar" shall mean THAC director or anyone entrusted thereby as a Registrar.

**Chapter 1  
General Provisions**

<sup>1</sup>Article 4. Unless otherwise agreed by disputing parties, this rule shall apply to arbitration by which the parties agree to be a means for settlement conducted by the THAC with a combined claim amount under both claim and counterclaim of no more than Thai Baht 35 million. If the claim amount exceeds this sum, the THAC rules on arbitration applicable at the time the arbitration commences shall apply to that arbitration.

Article 5. For the purpose of this rule, a statement of claim, a response, a challenge to the counterclaim, any correspondences or request shall be done in writing and signed.

Article 6. For the purpose of calculating a timeframe under this rule, a day shall refer to official hours determined by the laws or normal working hours of a business.

When counting a timeframe, the first day of such period must be included.

If the last day of the period is a holiday under an official announcement or a traditional holiday,

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a workday following this official holiday shall be counted as the last day of the period.

Article 7. Any pleading, correspondence, request or document shall be submitted to the Registrar by post or by email or through a form of electronic information exchange based on procedures and methods stated by the Registrar.

The party is obliged to submit a statement of claim, a response, a challenge to the counterclaim, a request to initiate the arbitration, an acknowledgement and other offers unless otherwise stipulated by this rule.

Submission under paragraph two shall be considered received by the receiving party when submitting to

- (1) the receiver directly;
- (2) the receiver's domicile or office or that of his representative or lawyer;
- (3) an address set for receiving and delivering documents;
- (4) an address agreed by the sender and the receiver;
- (5) an address the sender and the receiver previously used to receive and send documents

After a certain search where the receiver or the address mentioned above still cannot be located, the document shall be sent to the receiver's last-known domicile or office.

Once the documents are submitted under paragraph three and four, the receiver shall be considered having received them on the day they are delivered.

Article 8. An arbitral tribunal or the Registrar may shorten or expand any period determined in this rule if deemed appropriate unless otherwise stipulated herein.

The extension in paragraph one shall not exceed fifteen (15) days.

## **Chapter 2 Initiating the proceedings**

### **Part 1 Statement of Claim**

Article 9. The party who wishes to initiate the arbitration proceedings, (the "Claimant"), shall submit a statement of claim to the Registrar.

The statement of claim shall consist of the following:

- (1) A request to settle the dispute through arbitration;
- (2) Names, addresses, telephone numbers, fax numbers and email addresses of both disputing parties and their representatives (if any);
- (3) An arbitration agreement or contract or a copy thereof;
- (4) Details of the principle contract and a copy thereof;
- (5) Laws governing the proceedings;
- (6) Language used in the proceedings;
- (7) Description of the dispute's nature, namely, all the facts that lead to the claim, legal issues or claims being the principle of the allegation and a request for relief or an amount to be enforced.

Article 10. Upon examining the statement of claim, once the Registrar finds that all details are there and the claimant has already paid the preliminary fee, he/she may order that such statement to be accepted.

The arbitral proceedings shall commence on the day the Registrar receives the statement of claim. The Registrar shall notify the commencement date of the arbitration proceedings to all parties.

Article 11. The Claimant shall submit his statement of claim to the other party, (the “Respondent”), without delay. Upon the delivery, the Claimant shall notify the Registrar of the delivery date and a manner through which the statement of claim is delivered.

## **Part 2 Response**

Article 12. Upon receiving a copy of the statement of claim, the Respondent shall produce a response and send it to the Claimant within fifteen (15) days from the day a copy of the statement of claim is received.

The response shall consist of the following:

- (1) Opinion challenging the statement of claim, which must expressly contain all defenses and arguments and the causes thereof;
- (2) Description on nature of the counterclaim, namely, all the facts that lead to the claim, all legal issues or claims being the principle of the allegation, a request for relief or claim amount.

Article 13. When submitting the response to the Claimant, the Respondent shall submit a copy to the Registrar and also notify the Registrar of the date and a manner through which the response is delivered without delay.

Article 14. If there is any counterclaim, the Claimant may submit a challenge to such counterclaim to the Respondent within fifteen (15) days from the day a copy of respondent is received. The Claimant will also send a copy of his challenge to the Registrar and notify him without delay of the date and a manner through which the challenge is delivered.

Article 15. If neither the Respondent nor the Claimant submit a response or a counterclaim within a specified period, or if the submission has taken place but not all documents are delivered, the Registrar shall continue the arbitration process.

## **Chapter 3 The Arbitral Tribunal**

Article 16. An arbitral tribunal shall consist of a sole arbitrator.

Article 17. The Registrar shall set up an arbitral tribunal within thirty (30) days from the starting date of the arbitration proceedings.

Article 18. An arbitrator shall disclose all the facts, which however may result in a reasonable doubt of his/her impartiality or independence, to both parties and the Registrar. The arbitrator can be challenged should there be a reasonable doubt over his/her impartiality or independence.

A party wishing to challenge the arbitrator must submit a written document with his/her challenging reason to the Registrar while submitting a copy thereof to the other party as well as the arbitrator who is facing the challenge within seven (7) days from the day the party receives a letter appointing the arbitrator or from the day the party learns or may have a reasonable doubt over the arbitrator's impartiality or independence but this shall not be later than the day the award is made.

Three (3) committee members shall make a decision over the challenge without delay. If the arbitrator withdraws himself or if the committee agrees with the challenge, it shall order the Registrar to appoint a replacing arbitral tribunal or else it may issue an order to dismiss such challenge.

Article 19. Upon an appointment of a replacing tribunal, it may continue the same proceedings or start a re-trial.

#### **Chapter 4 Arbitration proceedings**

Article 20. The Registrar shall schedule a meeting for all disputing parties and the arbitral tribunal without delay to determine appropriate and efficient procedures where a timeframe will be set and a record of proceedings guidelines will be made.

If a disputing party wishes to amend a statement of claim or a response, the arbitral tribunal is empowered to determine a timeframe within which the parties may do so.

Article 21. Arbitration proceedings

- (1) shall be conducted *in a confidential manner*;
- (2) <sup>2</sup> Unless the parties agree otherwise, the seat of the arbitration shall be the Kingdom of Thailand;
- (3) shall be conducted with Thai being the proceedings language unless the tribunal has discussed with the disputing parties to use other language instead;
- (4) shall be governed by laws that the disputing parties have previously agreed. If there is no such agreement, the tribunal may apply appropriate laws as the governing laws;

Article 22. The arbitral tribunal shall conduct the proceedings on the basis of document-only.

When appropriate, it may inquire witnesses, experts or listen to verbal statements or written statements in relation to circumstances of the case or within its jurisdiction.

Article 23. The arbitral tribunal is authorized to decide over its jurisdiction as well as against any challenge over its existence, jurisdiction or validity of an arbitration agreement.

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Any challenge regarding the arbitral tribunal's jurisdiction shall be raised no later than the day the response or a challenge to the counterclaim is submitted.

The arbitral tribunal shall render a decision upon the challenge in the award.

Article 24. Upon hearing all witnesses to the arbitral tribunal's satisfaction, it may issue an order terminating the proceedings.

## **Chapter 5** **Award**

Article 25. The award shall be in writing and signed by the arbitral tribunal.

The tribunal may present reasons of its decision in brief in the award.

As soon as the award is completed, the arbitral tribunal may send it to the Registrar who will submit a copy of the certified award to the disputing parties without delay once all fees and expenses are duly paid.

The date of the award made by the tribunal shall be the date the arbitrator signed the award. considered made on the day the tribunal signs it.

Article 26. If the parties reach a settlement before the tribunal renders its award, the arbitral tribunal may order that the proceedings be terminated, or it may issue an award based on the settlement upon a request by a disputing party.

The award rendered upon the settlement may not contain any reason.

<sup>3</sup>Article 27. The arbitral tribunal shall issue an award within one hundred and twenty (120) days from the first case management conference. If necessary, the arbitral tribunal may extend this period but for no more than sixty (60) days and inform the Registrar of any reason behind such extension.

Article 28. Within thirty (30) days from the day the party receives an award, any party may submit a request to the arbitral tribunal to do the following:

- (1) correct minor errors, calculation mistakes or other small misprints in the award; if the tribunal deems appropriate, it may do so within fifteen (15) days from the day a request is received.  
If appropriate, the arbitral tribunal may correct mistakes or errors under (1) within fifteen (15) days from the day of the award.
- (2) interpret any part of the award by doing so in writing within fifteen (15) days from the day the request is received. Such interpretation shall be considered part of the award.

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To submit a request under paragraph one, the submitting party must deliver a copy of his request to the other party and the Register. The other party wishing to challenge the request must do so within seven (7) days.

- (3) issue an additional award relating to the claim not yet decided in the original award where the arbitral tribunal must complete this additional award within fifteen (15) days from the day the request is received.

## **Chapter 6**

### **Fees to Arbitrators and expenses**

Article 29. Upon paying a filing fee, the disputants shall in no circumstances be refunded.

Article 30. Collection of the filing fees, fees to arbitrators and expenses shall correspond to the procedures in Annex 1.

Article 31. Each party shall pay half of the deposit constitutes the arbitrator's fee unless otherwise stipulated by the Registrar.

Payment of the guarantee sum to the arbitrator's fee shall be made within thirty (30) days from the starting date of the arbitration proceedings.

Article 32. When appropriate, the Registrar may request the parties to pay an additional deposit contributes to the arbitrator's fee for an amount he deems appropriate.

Article 33. If the claim amount under the claim and the counterclaim cannot yet be fixed, the Registrar may estimate fees and expenses on the basis of nature and circumstances of the case, and if such nature and circumstances change, the Registrar may amend the fees and expenses that the disputants are required to pay.

Article 34. If the parties fail to pay the deposit requested by the Registrar, upon consultation with the arbitral tribunal and all parties, the Registrar may request the arbitral tribunal to suspend the proceedings. If the parties are unlikely to comply therewith, in such case, all claims and counterclaims will be considered withdrawn without depriving of one's right to re-initiate the arbitration proceedings.

The arbitral tribunal may suspend the entire proceedings or any part thereof until the entire deposit is received. . Upon a request by any of the parties, the arbitral tribunal may also issue an award for outstanding fees and expenses.

In case of an order to suspend the proceedings,

- (1) any disputant may pay the deposit in lieu of the other who is obliged to do so.
- (2) the period during which the proceedings are suspended will not be included in the period during which the award is made under Article 27.

Article 35. All disputing parties are to be liable as a joint debtor to pay all fees and expenses to the THAC.

## **Chapter 7**

### **Confidentiality of the arbitration proceedings**

Article 36. Any party or any arbitrator including chairperson, the Registrar, staff, employees and workers shall not disclose any matter in relation to the arbitration proceedings to the third party unless otherwise agreed by all parties in writing.

The THAC including its chairperson the Registrar, staff, employees and workers and arbitrators are not bound to issue any statement relating to the arbitration proceedings conducted under this rule unless required by law to do so.

The parties may not refer the THAC chairperson, the Registrar, staff, employees, workers and arbitrators as a witness in any legal process in any legal proceeding in relation to the arbitration proceedings conducted under this rule unless required by law to do so

## **Chapter 8**

### **Exemption of liability**

Article 37. The Board, THAC Director, the Registrar, staff, employees, workers, representatives or any person appointed by the THAC including the arbitral tribunal, experts and secretary to the arbitral tribunal shall have no civil liability to any person in their actions or omissions not to act in relation to the arbitration under this rule unless otherwise it's an intentional act or a serious ignorance that renders damage to either of the disputing party.

Announced on this 11 of August 2017.

Professor Emeritus Wisit Wisitsora-at  
Chairman of the Thailand Arbitration Center

## Annex 1 Fee Rates and Expenses

### 1. Filing fee

The Claimant will be charged Thai Baht 5,000 when submitting a statement of claim.

### 2. <sup>4</sup>Fees for arbitrators

The arbitrations fee refers to arbitrator's fee and the THAC administration fee.

The arbitration fee will be calculated from combined claim amounts both in the statement of claim and the counterclaim.

The THAC fee shall correspond to the following:

<b>Table of the Arbitrator Fees</b>	
<b>Sum of capital (Baht)</b>	<b>The Arbitrator's Fee (Baht)</b>
Under 2,000,000	30,000
From 2,000,001-4,000,000	30,000+3% of what exceeds Baht 2,000,000
From 4,000,001-8,000,000	90,000+2% of what exceeds Baht 4,000,000
From 8,000,001-12,000,000	170,000+1.75% of what exceeds Baht 8,000,000
From 12,000,001-20,000,000	240,000+1.5% of what exceeds Baht 12,000,000
From 20,000,001-35,000,000	360,000+1.25% of what exceeds Baht 20,000,000

### 3. Expenses

- (1) Expenses of the arbitral tribunal, namely, all expenses actually incurred to the arbitral tribunal during the arbitration process as appropriate.
- (2) Expenses relating to the proceedings, namely, expenses for using the facilities, management and supporting service expenses.
- (3) Expenses during each hearing session where each party is required to pay Thai Baht 5,000 per day as the hearing room fee and costs of equipment
- (4) Expert's expenses, namely, expenses actually incurred to experts during the arbitration process as appropriate.

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