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Rules of the Thailand Arbitration Institute
On the Online Dispute Resolution
B.E. 2563 (2020)

At present, the development of technology can help reduce the time and cost spent on alternative dispute resolution proceedings. Therefore, to ensure that the online alternative dispute resolution of the Thailand Arbitration Institute is carried out with convenience, expediency and efficiency and to keep the service abreast of the times,

By virtue of the provision in Section 18(5) of the Arbitration Institute Act, B.E. 2550 (2007), the Thailand Arbitration Institute Committee hereby issues the following rules:

Clause 1 These Rules shall be called the “Rules of the Thailand Arbitration Institute on the Online Dispute Resolution, B.E. 2563 (2020)”.

Clause 2 These Rules shall come into force on 1st August B.E. 2563 (2020).

Clause 3 The Rules of the Thailand Arbitration Institute on the Dispute Resolution by Electronic Means for E-Commerce Transactions, B.E. 2558 (2015) shall be repealed.

Clause 4 In these Rules,

(1) “Online Dispute Resolution” means a method that the disputing parties use to resolve the dispute through an electronic dispute resolution system by negotiation, conciliation, arbitration, or other methods in accordance with the processes and methods prescribed in these Rules.

(2) “Institute” means the Thailand Arbitration Institute under the Arbitration Institute Act, B.E. 2550 (2007).

(3) “System” means the online dispute resolution system developed by the Institute.

(4) “Claimant” means a party to the dispute that commences an online alternative dispute resolution.

(5) “Respondent” means a party to the dispute that receives a notice to commence an online alternative dispute resolution.

(6) “Electronic Address” means the e-mail addresses provided by the disputing parties used to proceed in accordance with the System.

(7) “Registrar” means the Managing Director of the Thailand Arbitration Institute or an authorized representative designated by the Managing Director of the Thailand Arbitration Institute.

(8) “Conciliation” shall include the mediation under the Mediation Act, B.E. 2562 (2019).

Clause 5 The Director of the Thailand Arbitration Institute shall be the person in charge under these Rules.

Chapter 1

General Provisions

Clause 6 These Rules shall govern the dispute resolution by means of online dispute resolution in which the disputing parties agree to have the Institute manage cases through the System.

Clause 7 The filing, receipt, submission of information or documents, including any correspondence between the parties under these Rules shall be in accordance with the System.

Clause 8 The submission of any document to the e-mail addresses provided by the disputing parties or other channel as specified in the System shall be deemed as duly sent and received by the recipient on the submission date.

Clause 9 The language used in the dispute resolution shall be the language agreed by the disputing parties as specified in the System. In the event that the disputing parties fail to reach an agreement, the Thai language shall govern for the dispute resolution.

Clause 10 The dispute resolution shall take place in the Kingdom of Thailand unless otherwise agreed by the disputing parties as specified in the System.

Clause 11 Any period specified in the System in compliance with these Rules, the Registrar shall have the power to reduce or extend such period as maybe deemed appropriate.

Chapter 2

Online Dispute Resolution

Clause 12 The online dispute resolution shall consist of the following dispute resolution methods:

- (1) Negotiation
- (2) Conciliation
- (3) Arbitration

In case where the Institute considers appropriate, the Institute may add or change the dispute resolution methods as specified in the System.

Clause 13 The Claimant who wishes to resolve the dispute by means of online dispute resolution shall file a statement of claim through the System as specified by the Institute.

The Claimant may submit the information or attach other evidence documents related to the dispute along with the statement of claim as specified in the System.

Clause 14 When the Institute considers that the statement of claim is correct and complete, the Institute shall accept such statement of claim for further action.

In the event that the statement of claim is incorrect, incomplete or unsuitable for proceeding under the System, the Institute shall have the right to reject the statement of claim or accept the statement of claim and proceed in the regular system with the approval of the disputing parties.

Clause 15 After the Institute receiving the statement of claim, the Institute shall promptly notify the Respondent through the System and shall inform the Respondent of its rights in the dispute resolution.

Clause 16 The Respondent who shall participate in the dispute resolution by means of online dispute resolution shall submit the statement of defense and information as specified in the System.

The Respondent may submit the information or evidence document as it may be deemed appropriate as specified in the System.

Clause 17 After the Respondent has submitted the correct and complete statement of defense, the Institute shall conduct the dispute resolution in accordance with these Rules and as specified in the System.

In the event that the Institute finds the submission of the statement of defense incorrect or incomplete, the Registrar shall notify the Respondent to correct and complete the statement of defense through the System. If the Respondent fails to take action within the period specified in

the System, it shall be deemed that the Respondent does not wish to participate in such dispute resolution, and the Institute shall take further action as specified by the System.

Clause 18 If the Respondent files a statement of counterclaim along with the statement of defense, the Registrar shall treat the counterclaim the same way as the statement of claim in which the Claimant shall be deemed as a respondent of such counterclaim. Provided that, the System may combine the statement of counterclaim in one case or separate it into another case or the disputing party may proceed with the case in a regular system.

Clause 19 The initiation of proceedings, process, method, period, appointment and challenge of conciliator and arbitral tribunal as well as the termination of the dispute resolution by means of online dispute resolution shall be as specified in the System.

Clause 20 After having been appointed, the conciliator and arbitral tribunal shall immediately disclose to the disputing parties the fact that may give rise to justifiable doubt as to their neutrality and independence in accordance with the methods specified in the System.

If the fact under the first paragraph appears after the appointment of the conciliator and arbitral tribunal, such fact shall be disclosed to the disputing parties immediately pursuant to the methods specified by the System.

Clause 21 If there is a reasonable doubt regarding the neutrality and independence of the conciliator and the arbitral tribunal, either disputing party may challenge the conciliator and arbitral tribunal in accordance with the methods specified in the System.

If the other disputing party or the Registrar agrees with the challenge or the conciliator or arbitral tribunal being challenged withdraws itself, a new conciliator and arbitral tribunal shall be appointed in accordance with the methods specified in the System.

Clause 22 For the conciliation and arbitration, the conciliator and arbitral tribunal shall proceed the case in accordance with the relevant conciliation principles and laws without leading the disputing parties and raising their suspicions of the independence and neutrality and shall complete the proceedings within the period specified in the System.

The conciliator or arbitral tribunal may request the disputing parties to submit any evidence through the System as maybe deemed appropriate.

Clause 23 For the arbitral proceedings, the arbitral tribunal shall decide the case based on the evidence documents only or when it sees fit, the arbitral tribunal may hold the hearing of witnesses, expert witnesses or any oral or written statements related to the issues of the case or scope of the power of the arbitral tribunal through the System.

The arbitral proceedings shall be conducted through the System only except for the events of force majeure or other reasonable circumstances.

Clause 24 If the disputing parties agree to settle the dispute prior to the rendering of award by the arbitral tribunal, the arbitral tribunal may issue an order to terminate the proceedings or issue a concurring award in accordance with the processes and methods specified by the System.

Clause 25 Unless otherwise specified by the System, the conciliator shall be prohibited from being appointed as an arbitrator, agent or consultant of the arbitral proceedings or court proceedings deciding on the dispute for which he or she is a conciliator.

Chapter 3

Fees

Clause 26 The fees for conducting dispute resolution through the System shall be collected in accordance with the following rates:

- (1) Negotiation, not exceeding 5,000 Baht per dispute
- (2) Conciliation, not exceeding 20,000 Baht per dispute
- (3) Arbitration, not exceeding 100,000 Baht per dispute

Other expenses to be collected from the disputing parties shall be as determined by the Institute.

Chapter 4

Mediation under the Mediation Act B.E. 2562

Clause 27 The agency under the Mediation Act B.E. 2562 may conduct mediation through this System.

Clause 28 For the benefit of using the System for mediation under the Mediation Act B.E. 2562, in these Rules:

- (1) Conciliation shall include mediation.
- (2) Disputing parties shall include the parties

(3) Conciliator shall include a mediator.

Clause 29 All fees and expenses to be collected from the disputing parties who mediate under the Mediation Act B.E. 2562 through the System shall be exempt.

Chapter 5

Confidentiality

Clause 30 The conciliator and arbitral tribunal shall not be bound to make any statement relating to the conciliation proceedings and arbitral proceedings carried out under these Rules unless required by law.

The disputing parties shall not make reference to the Registrar, officials, officers, employees, agents or any persons appointed by the Institute, including the conciliator and arbitral tribunal in their witness lists in any legal proceedings related to the cases being resolved under these Rules unless required by law.

Clause 31 The disputing parties, conciliator and arbitral tribunal shall have the duties to keep confidentiality and not disclose to third parties any information relating to the negotiation, conciliation, arbitration, settlement agreement and arbitration award unless such disclosure is conducted for the following purposes:

- (1) To enforce the settlement agreement or dispute resolution agreement pursuant to the Mediation Act B.E. 2562;
- (2) To file a petition to enforce or withdraw the award to the court;
- (3) To comply with the order or subpoena of the court of competent jurisdiction;
- (4) To enforce legal rights;
- (5) To comply with the provisions of the laws of the countries where the disputing parties reside and such laws require the disputing parties to disclose information;
- (6) To comply with the request or regulation of the agency having authority to regulate any affairs associated with the arbitral proceedings;
- (7) To comply with the order of the arbitral tribunal as per the request of either disputing party provided that the other party has been notified.

Clause 32 All facts, statements of claim, statements of defense, statement of counterclaims, statements of defense to the statement of counterclaims, pleadings, proposed methods for settling the disputes, evidence, as well as any documents related to the negotiation proceedings, conciliation proceedings and arbitral proceedings made under these Rules shall be kept in the System for at least 5 years from the date of the termination of the dispute resolution proceedings, unless a settlement agreement, dispute resolution agreement and the arbitration award requires them to be kept in the System for at least 10 years from the date of the termination of the dispute resolution proceedings.

Chapter 6

Miscellaneous

Clause 33 The Registrars, officials, officers, employees, agents or any persons appointed by the Institute, including the conciliator and arbitral tribunal shall have no civil liability to any person for an act or omission associated with the dispute resolution proceedings that is duly carried out under these Rules.

Announced on the 17th of July B.E. 2563 (2020)
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