

Thai – Chinese International Arbitration and Mediation Center  
Rules on Arbitration B.E. 2564 (2021)



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Thai – Chinese International Arbitration and Mediation Center (“TCIAC”) has been established to promote and enhance alternative dispute resolution as well as provide the administrative services for the arbitration and mediation proceedings.

In order to set up the standard of administering the arbitration procedures, The TCIAC Executive committee hereby issues Thai – Chinese International Arbitration and Mediation Center Rules on Arbitration B.E. 2564 (2021) and this rule shall apply to the procedures for the management and conduct in arbitration proceedings by Thai – Chinese Arbitration and Mediation Center from 1 April 2021 onwards.

Announced on 1 April B.E. 2564 (2021)

Mr. Pasit Asawawattanaorn

Thai Chairman

For and on behalf of

Thai – Chinese International Arbitration and Mediation center



**Thai – Chinese International Arbitration and Mediation Center**  
**Rules on Arbitration B.E. 2564 (2021)**

In order to facilitate the arbitral proceedings, to ensure expediency, efficiency, and fairness for all parties, and to accord with international standards and provide parties with freedom in the conduct of the arbitral proceedings as agreed; the Thai – Chinese International Arbitration and Mediation Center issues these Rules to provide guidelines on dispute resolution through arbitration under the administration of the Thai – Chinese International Arbitration and Mediation Center.

**Section 1**

**General Provisions**

**Article 1** Unless otherwise agreed by parties, these Rules shall apply to arbitration in accordance with the agreement between parties under the administration of the Thai – Chinese International Arbitration and Mediation Center.

These Rules shall not be in conflict with any provision of the law applicable to arbitration from which parties cannot derogate.

**Article 2** In these Rules:

- (1) “Award” means any final decision by the Arbitral Tribunal which is essential to the dispute, including a partial award;
- (2) “Statement” means a Statement of Claim, Statement of Defense, Statement of Defense to Counterclaim, Notice of Arbitration, Response to the Notice of Arbitration, or any request submitted as a notification between parties during the arbitral proceedings;
- (3) “Registrar” means an individual person who proposed by Secretary-General of Thai – Chinese International Arbitration and Mediation Center with the approval of Thai Chairman to perform the duties of the abovementioned officers under these Rules;



- (4) “Secretary – General” means an individual person designated to perform the duties as stipulated in the Agreement on Joint Establishment of Thai – Chinese International Arbitration and Mediation Center.
- (5) Chairman” means the Chairman according to the Agreement on Joint Establishment of Thai – Chinese International Arbitration and Mediation Center.
- (6)“Arbitral Tribunal” means a sole arbitrator or several arbitrators.

**Article 3** For the purpose of these Rules, any Statement, communication, or request shall be made in writing and signed.

**Article 4** Any Statement, communication, request, or any document shall be submitted to the Registrar by post, electronic mail, or through the method for information exchange electronically in accordance with the method and procedure as specified by the Registrar.

A Statement of Claim, Statement of Defense, Statement of Defense to Counterclaim, Notice of Arbitration, Response to the Notice of Arbitration, or any other request shall be submitted by the party responsible except where these Rules state otherwise.

Delivery under paragraph two shall be deemed to have been received by the recipient when such delivery is made either:

- (1) in person to the recipient;
- (2) to the habitual residence or place of business of the recipient, to the recipient’s representative or lawyer;
- (3) to an address designated for documents to be delivered;
- (4) to an address agreed upon by the sender and recipient; or
- (5) to an address where the recipient and sender have previously received and sent documents.



After reasonable inquiry, if the recipient or above address cannot be found, delivery shall be made to the last-known residence or place of business as can be ascertained for the recipient.

After the documents have been sent in accordance with paragraphs 3 and 4, the documents shall be deemed to have been received on the date they are sent.

**Article 5** After having sent any document to the recipient, the party shall also send a copy of that document to the Registrar.

**Article 6** For the purpose of calculating time period under these Rules, a day shall mean the working hours according to the law or the normal working hours of that organization.

When calculating time period, the first day of that period shall not be included.

If the final day of the time period is an officially announced holiday or a traditional holiday, the first working day after that holiday shall be counted as the final day of that time period.

**Article 7** In the event where a party is aware of a violation of any provision of these Rules or of the arbitration agreement, and the arbitral proceedings, that party will be deemed to have waived the right to object unless the objection had already been raised.

**Article 8** Where appropriate or upon the request of a party, the Arbitral Tribunal or Registrar may shorten or extend the time period under these Rules, except where the Rules specify otherwise.

The extension of a time period in accordance with paragraph one shall not exceed 45 days.



## Section 2

### Commencement of the arbitral proceedings

#### Part I

#### Notice of Arbitration

- Article 9** The party requesting to commence the arbitration (the “Claimant”) shall submit the Notice of Arbitration to the Registrar.
- The Notice of Arbitration shall include the following:
- (1) a request that the dispute be settled through arbitration;
  - (2) the name, address, telephone number, facsimile number, and e-mail address (if available) of parties and their representatives (if any);
  - (3) the arbitration agreement or arbitration clause, and a copy thereof;
  - (4) a reference to the contract or legal relationship out of which the dispute arises;
  - (5) a summary of the facts based on the nature and circumstances of the dispute, the relief sought, and the initial claim amount;
  - (6) any statement on the arbitration agreement relating to the conduct of the arbitration or any other proposal by the Claimant;
  - (7) the number of arbitrators if this has not been previously agreed upon;
  - (8) the name of one arbitrator if the arbitration agreement provides for three arbitrators, or a list of the names for appointment as the sole arbitrator, except where parties have agreed otherwise;
  - (9) any comment on the law applicable to the arbitral proceedings; and
  - (10) any comment on the language of arbitration.
- Article 10** The Claimant may send a Statement of Claim along with the Notice of Arbitration by including the content as indicated under Article 42 and labeling it as a Statement of Claim.



**Article 11** The Registrar shall examine the Notice of Arbitration, and if it satisfies all or all of the necessary requirements in accordance with Article 9 and the Filing Fee has been paid, the Registrar shall issue a notification accepting that Notice of Arbitration.

The arbitral proceedings shall commence on the day the Registrar accepts that Notice of Arbitration.

The Registrar shall notify all parties of the commencement date of the arbitral proceedings.

**Article 12** After the Registrar has accepted the Notice of Arbitration, the Claimant shall send a copy of the Notice of Arbitration to the other party (the “Respondent”), and inform the Registrar promptly of the date and means by which the Notice of Arbitration is sent.

## Part II

### Response to the Notice of Arbitration

**Article 13** After a copy of the Notice of Arbitration has been received, the Respondent shall submit the Response to the Notice of Arbitration to the Claimant within 15 days from the day the copy of the Notice of Arbitration was received.

The Response to the Notice of Arbitration shall include the following:

- (1) an acceptance or rejection of all or part of the claims, with or without any supporting reasons;
- (2) a summary of the facts based on the nature and circumstances of the counterclaim (if any), the relief sought, and the initial counterclaim amount;
- (3) any comment challenging the Notice of Arbitration; and

- (4) the name of one arbitrator if the arbitration agreement provides for three arbitrators, or a list of the names for appointment as the sole arbitrator, except where parties have agreed otherwise.

**Article 14** The Respondent may send the Statement of Defense along with the Response to the Notice of Arbitration by including the content as indicated under Article 43 and labeling it as the Statement of Defense.

**Article 15** After the Respondent has sent the Response to the Notice of Arbitration to the Claimant, the Respondent shall send a copy of the Response to the Notice of Arbitration to the Registrar and pay the Filing Fee for the counterclaim, and inform the Registrar promptly of the date and means by which the Response to the Notice of Arbitration was sent.

**Article 16** If the Respondent fails to submit the Response to the Notice of Arbitration in the time given or where submitted incomplete, the Registrar shall proceed to form the Arbitral Tribunal.

### Section 3

#### Arbitral Tribunal

##### Part I

#### Number and Persons Authorized to Appoint

**Article 17** Unless otherwise agreed by the parties, the Arbitral Tribunal shall consist of

- (1) a sole arbitrator, if a combined amount of claims and counterclaims not exceeding 35 Million Baht
- (2) three arbitrators, if a combined amount of claims and counterclaims exceeds 35 Million Baht





**Article 18** An agreement authorizing a party, a third person, or an appointed arbitrator to appoint any arbitrator shall be considered as an agreement to nominate an arbitrator for the purpose of constituting the Arbitral Tribunal.

**Article 19** The Chairman shall constitute the Arbitral Tribunal promptly irrespective of whether an arbitrator has been nominated in accordance with the agreement of parties or not.

When appointing an arbitrator for the Arbitral Tribunal, the Chairman shall take into consideration the qualifications of the arbitrator as agreed upon by parties, the independence and impartiality of the arbitrator as well as the readiness of the arbitrator to expeditiously and efficiently perform the duties.

The proceedings can continue once the Arbitral Tribunal has been constituted.

## Part II

### Appointment of a Sole Arbitrator

**Article 20** Where a sole arbitrator has been agreed upon, each party shall propose the name of one person or several persons for the other party to consider. If both parties can agree, then the name of the agreed person shall be submitted to the Chairman to be appointed as the sole arbitrator.

If both parties are unable to reach an agreement within 30 days from the day the Registrar accepted the Notice of Arbitration, the Chairman shall promptly appoint the sole arbitrator.



### Part III

#### Appointment of the Arbitral Tribunal Composed of Three Arbitrators

**Article 21** Where an Arbitral Tribunal of three arbitrators has been agreed upon, each party shall nominate the name of one arbitrator to the Chairman.

If a party fails to nominate an arbitrator for any reason within 15 days from the day the other party submitted the name of its nominated arbitrator or from the day of any one of the circumstances as agreed by parties, the Chairman shall promptly appoint the arbitrator without waiting for that party to nominate an arbitrator.

**Article 22** The Chairman shall appoint the third arbitrator who shall be the presiding arbitrator where it appears:

- (1) parties have not agreed on the procedure for appointing the presiding arbitrator; or
- (2) it is not possible to nominate the presiding arbitrator by the procedure agreed upon by parties within 15 days from having received the proposed name of the arbitrator from the other party or from the day of any one of the circumstances as agreed by parties.

### Part IV

#### Multi-Party Appointment of Arbitrator(s)

**Article 23** Where an Arbitral Tribunal composed of a sole arbitrator has been agreed upon by parties, and there are more than two parties to arbitration, all parties shall jointly nominate the sole arbitrator.



If parties are unable to jointly agree on the nomination of an arbitrator within 30 days from the date the Registrar accepted the Notice of Arbitration or within the time limit fixed by the Registrar, the Chairman shall have the power to constitute the Arbitral Tribunal composed of a sole arbitrator.

**Article 24** Where an Arbitral Tribunal composed of three arbitrators has been agreed upon by parties and there are more than two parties, the Claimant(s) shall jointly nominate one arbitrator and the Respondent(s) shall jointly nominate one arbitrator.

If a party fails to nominate an arbitrator in accordance with the procedure agreed upon, or are unable to jointly agree on the nomination of an arbitrator within 30 days from the date the Registrar accepted the Notice of Arbitration or within the time limit as fixed by the Registrar, the Chairman shall appoint three arbitrators and designate one of them to be the presiding arbitrator.

## Part V

### Duties and Disclosures of the Arbitrator

**Article 25** The arbitrator shall perform his or her duties with impartiality and independence and shall not act as the defense for **a party** even if nominated by that party. The arbitrator shall perform his or her duties in accordance with these Rules, and the procedures of the Registrar or agreement of parties.

**Article 26** The person appointed as an arbitrator shall disclose the facts that may raise doubts over his or her impartiality and independence to parties and the Registrar. While performing his or her duties, if any circumstances under paragraph one arise, the arbitrator shall immediately disclose this to parties, the other arbitrators, and the Registrar.

**Article 27** Any party, including its legal and other representatives shall not have any *ex parte* communication with the arbitrator or any person that has received the nomination from that party for appointment as an arbitrator relating to the case, except:

- (1) to provide information about the general nature of the dispute or the proceedings that are to take place;
- (2) to inquire about the qualifications, preparedness and independence of that person; or
- (3) to inquire about the suitability of the person that should receive the nomination as the third arbitrator; when that party or the arbitrator nominated by that party has been authorized to nominate the third arbitrator.

Parties, including their representatives and lawyers, shall not have any *ex parte* contact with any person to be appointed as the presiding arbitrator of the Arbitral Tribunal on any matter relating to the case under any circumstances.

## Part VI Challenge of Arbitrators

**Article 28** The arbitrator may be challenged if there appear to be justifiable doubts over his or her impartiality or independence or that he or she lacks the qualifications as agreed upon by parties or any other serious circumstance that makes the proceedings lack fairness.

An arbitrator challenge will not be permitted by the party that nominated or jointly nominated the arbitrator unless the party was not aware of the circumstances giving rise to the challenge at the time of nominating that arbitrator.



- Article 29** The party who intends to challenge the arbitrator shall submit the notice indicating the reasons for the challenge to the Registrar within 15 days from the date of the arbitrator's appointment or from having become aware of the facts or circumstances giving rise to the challenge, but it shall be no later than the date of the Award.
- The party making the challenge shall send a copy of the notice to the other party, the challenged arbitrator, and the other arbitrators.
- Article 30** Where there is an arbitrator challenge, the other party may agree to the reasons for the challenge, or the challenged arbitrator may withdraw.
- The arbitrator's withdrawal does not imply acceptance of the grounds upon which the challenge was based.
- Article 31** Where the party accepts the grounds for the challenge, or the arbitrator withdraws, the substitute arbitrator shall be promptly appointed.
- If the party refuses to accept the grounds for challenge, or if the challenged arbitrator does not withdraw within 15 days from the day of the notice of the challenge, the Chairman shall promptly make a decision on the challenge. If the Chairman is satisfied, an order shall be issued to appoint a substitute arbitrator. Otherwise, an order to dismiss the challenge shall be issued.
- The Registrar shall determine the party liable for the expenses relating to the challenge of arbitrators.
- The decision of the Registrar shall be final.



**Article 32** The provisions on the appointment of the Arbitral Tribunal shall apply *mutatis mutandis* to the appointment of a substitute arbitrator. However, in calculating the time period for appointing a substitute arbitrator, such a time period shall commence from the day the other party accepts the grounds of the challenge, or the day the challenged arbitrator withdraws, or the day the Chairman orders the appointment of a substitute arbitrator.

The failure of a party to nominate an arbitrator earlier shall not deprive that party of the right to nominate the substitute arbitrator.

**Article 33** Where the substitute arbitrator has been appointed, proceed as follows:

- (1) Unless otherwise agreed by parties, where the sole or presiding arbitrator was appointed as the substitute arbitrator, the Arbitral Tribunal shall repeat the arbitral proceedings previously held.
- (2) Where the substitute arbitrator has been appointed under any other circumstances, the Arbitral Tribunal after consulting with parties may repeat any part of the arbitral proceedings previously held or only the part considered appropriate.

## Part VII

### Removal of the Duties as Arbitrator

**Article 34** The arbitrator accepts to be relieved of his or her duties upon:

- (1) death;
- (2) resignation; or
- (3) the Registrar's order relieving the arbitrator of his or her duties.



**Article 35** Where appropriate or upon the request of any party, the Registrar, following consultations with parties, may issue an order to relieve that arbitrator of his or her duties as a result of the arbitrator's refusal to perform his or her duties, or the circumstances prevent him or her from performing the duties effectively in accordance with these Rules.

The provisions relating to the challenge of the arbitrator shall apply *mutatis mutandis* to the notice for relieving the arbitrator from his or her duties.

**Article 36** Where the arbitrator has been relieved from his or her duties, a substitute arbitrator shall be appointed in accordance with Article 32 *mutatis mutandis*.

**Article 37** An arbitrator relieved from his or her duties in no way affects the provisional measures or partial Award already decided and shall not deprive the Arbitral Tribunal of repeating the proceedings of the case concerning provisional measures or a partial Award.

In any other event not stated in paragraph one, the substitute arbitrator shall be appointed, and Article 33 shall apply *mutatis mutandis*.

#### Section 4

#### CONDUCT of the PROCEEDINGS

##### Part I

##### Power to Conduct the arbitral proceedings

**Article 38** The Arbitral Tribunal has the power to conduct the arbitral proceedings as appropriate by taking into consideration the principles of justice, expediency, and cost-efficiency, and the equal opportunity for the parties to present their claim and defense as appropriate based on the circumstances of the dispute.



**Article 39** The Arbitral Tribunal that has been constituted shall schedule a meeting with all parties to determine the procedures that are appropriate and efficient. The Arbitral Tribunal shall establish a time frame and guidelines for the proceedings. The meeting may be held in the presence of parties or via other means of communication considered appropriate by the Arbitral Tribunal. The meeting of the Arbitral Tribunal to establish the procedure shall be held *in camera*.

**Article 40** The presiding arbitrator has the power to make a decision on any matter that is not a decision for the Award. However, the Arbitral Tribunal may order the correction or an amendment to that decision.

## Part II

### Submission of Statements During the arbitral proceedings

**Article 41** If the Arbitral Tribunal has not stated otherwise, the submission of Statements during the arbitral proceedings shall be in accordance with the provisions of this Part.

**Article 42** The Claimant shall submit a Statement of Claim to the Arbitral Tribunal and send this to the Respondent within the period of time fixed by the Arbitral Tribunal. A Statement of Claim shall include the following:

- (1) the facts that form the basis for the claim;
- (2) the legal grounds or all the arguments that support the claim;

and

- (3) the relief sought and claim amount.

The Claimant is not required to resubmit a Statement of Claim if this was sent along with the Notice of Arbitration.





- Article 43** The Respondent shall submit the Statement of Defense to the Arbitral Tribunal and send this to the Claimant within the period of time fixed by the Arbitral Tribunal. The Statement of Defense shall clearly reply to the particulars of the defense or state the arguments, including the supporting reasons for the defense or argument. Where there is a counterclaim, the Statement of Defense shall include the particulars as with a Statement of Claim.
- Article 44** Where there is a counterclaim, the Claimant shall submit the Statement of Defense to Counterclaim to the Arbitral Tribunal and send this to the Respondent within the time limit fixed by the Arbitral Tribunal. The Statement of Defense to Counterclaim shall clearly demonstrate whether the counterclaim is accepted or disputed in full or in part, and include the supporting reasons.
- Article 45** Where the Claimant has not submitted a Statement of Claim within the time limit fixed according to Article 42, the Arbitral Tribunal has the power to issue an order terminating the arbitral proceedings or issue any order considered appropriate. If parties have not submitted a Statement of Defense or Statement of Defense to Counterclaim within the time limit fixed according to Article 43 or Article 44, depending on the circumstances, or have not participated in any way according to the procedure established by the Arbitral Tribunal; the Arbitral Tribunal has the power to continue with the arbitral proceedings without having to give the opportunity to submit the Statement of Defense or repeat the procedure for that matter.



- Article 46** Parties may amend a Statement of Claim, the Statement of Defense, the Statement of Defense to Counterclaim, or any other Statement submitted to the Arbitral Tribunal. However, the Arbitral Tribunal shall not accept the amendment if it is considered that the amendment will delay the arbitral proceedings, disadvantage the other party in its case, or there are other reasons not to accept the amendment. An amendment to a Statement of Claim, the Statement of Defense or the Statement of Defense to Counterclaim that results in the claim or counterclaim exceeding the scope of the arbitration agreement shall not be accepted.
- Article 47** The Arbitral Tribunal may order a party to submit further Statements within a prescribed time period.
- Article 48** The submission of any Statement during the arbitral proceedings must have attached a copy of the supporting document that has not been previously submitted.

### Part III

#### Conduct of the Proceedings by the Arbitral Tribunal

- Article 49** Unless otherwise agreed by parties, the Kingdom of Thailand shall be the place of arbitration.
- The Arbitral Tribunal may order all or part of the proceedings to be held outside the Kingdom of Thailand after considering all the circumstances of the dispute and upon finding that it will be more convenient to hold the arbitral proceedings outside the Kingdom of Thailand.



- Article 50** The arbitral proceedings shall remain confidential unless parties have agreed otherwise.
- The arbitral proceedings shall take place in the presence of parties or in any other manner considered expeditious and appropriate, and in any place considered convenient and expeditious.
- Article 51** Unless otherwise agreed by parties, the Arbitral Tribunal shall determine the language of the proceedings.
- Article 52** If the document is written in another language which is not the language of the proceedings, the Arbitral Tribunal may order the party relying on that document to translate the entire document or only the relevant part according to the form as prescribed by the Arbitral Tribunal.
- Where the Arbitral Tribunal has not been constituted, the Registrar shall be authorized in accordance with paragraph one.
- Article 53** A party may appoint a representative or any other person to assist or act on his or her behalf for the arbitral proceedings and shall notify the Registrar of the representative's name, address, **and** purpose for the appointment.
- Article 54** If parties have not agreed for the Arbitral Tribunal to decide the case on a documents-only basis, where appropriate or where a party makes such a request, the Arbitral Tribunal has the power to examine witnesses, have evidence presented in oral or written submissions on an issue relating to the merits of the case or on the jurisdiction of the Arbitral Tribunal.



**Article 55** The Arbitral Tribunal shall set the date, time, and place of the hearing and give parties adequate advance notice.

If a party or both parties fail to appear on the date of the hearing without any justified reason, the Arbitral Tribunal has the power to continue with the proceedings and make the final Award based on the Statements and evidence that are available.

#### Part IV

#### Witnesses

**Article 56** Prior to the proceedings, the Arbitral Tribunal may require the party intending to rely on the witness or the expert to identify the person, the subject matter, **and** the relevance it has to the merits of the case.

**Article 57** The Arbitral Tribunal may allow a party or its representative to question the witness relied on by one of parties; or the person relied on as a witness may be questioned beforehand.

**Article 58** The Arbitral Tribunal may allow, refuse, or discontinue the examination of a witness. A party, his or her representative, and the Arbitral Tribunal may question a witness in the manner prescribed by the Arbitral Tribunal.

**Article 59** The Arbitral Tribunal may order a party **to** produce a witness statement in writing as considered appropriate.

A party may request the witness to testify before the Arbitral Tribunal. If the witness does not testify before the Arbitral Tribunal, the Arbitral Tribunal may accept the witness statement as considered appropriate or may refuse to admit that statement.



## Part V

### Experts

**Article 60** Unless otherwise agreed by parties, the Arbitral Tribunal may proceed accordingly:

- (1) After consulting with parties, appoint an expert to report on specific issues relating to the case.
- (2) Issue an order for parties to provide factual information to the expert produce or secure documents, objects or other property that relates to the case in order for the expert to examine.

**Article 61** After the expert has delivered his or her report, the Arbitral Tribunal shall send a copy of that report to parties for consideration, and parties may submit observations to the Arbitral Tribunal.

**Article 62** Unless otherwise agreed by parties, where the Arbitral Tribunal finds it necessary, the Arbitral Tribunal may require the expert to testify on the findings of the report in order for parties to question him or her.

## Section 5

### Powers of the Arbitral Tribunal

## Part I

### Jurisdiction of the Arbitral Tribunal

**Article 63** The Arbitral Tribunal has the power to rule on its jurisdiction, including any objection to the existence, termination, or validity of the arbitration agreement. Where the arbitration clause forms part of the contract, the arbitration agreement shall be treated as independent of that contract.



The decision of the Arbitral Tribunal that the contract is null and void shall not by itself invalidate the arbitration clause.

**Article 64** An objection against the jurisdiction of the Arbitral Tribunal shall be raised no later than the date when the Statement of Defense or Statement of Defense to Counterclaim is submitted.

An objection that the Arbitral Tribunal has exceeded the scope of its powers; parties shall raise this immediately as soon as the Arbitral Tribunal demonstrates its intention to decide on a matter exceeding the scope of its powers.

The Arbitral Tribunal may decide on an objection that is raised after the time limit under paragraphs one and two have passed for consideration if it finds the reason for that delay to be justified.

A party is not precluded from raising an objection against the Arbitral Tribunal under this Article even if it has nominated or jointly nominated an arbitrator.

**Article 65** The Arbitral Tribunal may issue a preliminary ruling on the objection made pursuant to Article 64 or may join this to the Award.

## Part II

### Additional Powers of the Arbitral Tribunal

**Article 66** In addition to these Rules and in so far as it does not conflict with the law applicable to the conduct of the proceedings, the Arbitral Tribunal shall have the power to:

- (1) Order the correction of errors in the contract made by parties that is within the scope of the law on contracts permitting such correction.
- (2) Allow a third person to be joined to the proceedings where **a party** makes such request and where:



- (a) the third person provides written consent;
  - (b) the third person is a party to the arbitration agreement;
- and
- (c) such joinder does not affect the other parties.

The Arbitral Tribunal has the power to make the Award concerning the third person in the same Award or as a separate Award.

- (3) Extend or shorten time periods under these Rules or as prescribed by the Arbitral Tribunal.
- (4) Issue an Award for fees and unpaid expenses.
- (5) Issue an order for any party to provide security for legal or other costs as the Arbitral Tribunal finds appropriate.
- (6) Continue with the proceedings notwithstanding a party's failure or refusal to comply with these Rules, an order or partial Award of the Arbitral Tribunal, or a party's failure to appear at a meeting or hearing. The Arbitral Tribunal may prescribe a procedure for enforcement as it finds appropriate.
- (7) Determine the applicable law for the proceedings.
- (8) Decide on any issue where appropriate even where this was not expressed or implied from the Statements and the concerned party shall be notified in order to give an adequate opportunity to respond.
- (9) Determine the claim in accordance with the law or other privileges.

## Section 6

### Award

#### Part I

### General Principles on the Award



- Article 67** After the examination of witnesses as necessary and following a consultation with parties, the Arbitral Tribunal shall declare the arbitral proceedings closed. Until the Award has been made, the Arbitral Tribunal may continue with the arbitral proceedings as considered appropriate in the interests of justice.
- Article 68** The Arbitral Tribunal shall apply the law agreed by parties to the dispute. In the event that parties have not agreed, the Arbitral Tribunal shall apply the law, which it determines appropriate for the case. The Arbitral Tribunal shall not decide *ex aequo et bono* unless parties have expressly authorized the Arbitral Tribunal to do so. In deciding the dispute, the Arbitral Tribunal shall make its decision in accordance with the arbitration clause by taking into account the trade usage applicable.
- Article 69** Where there is more than one arbitrator, the decision shall be made by a majority of the Arbitral Tribunal. In the event where a decision cannot be made by a majority, the presiding arbitrator shall make the Award. In the event where an arbitrator fails to make an Award within a reasonable period of time, the other arbitrators shall make the Award without that arbitrator. The Arbitral Tribunal may make separate Awards on particular issues at different times.
- Article 70** The Award shall be made within 45 days from the date the proceedings **were** declared closed.





## Part II

### Content and Effect of the Award

- Article 71** The Award shall be made in writing and signed by the Arbitral Tribunal.
- Unless otherwise agreed by parties, the Award shall explicitly state the reasons on which it is based, but shall not prescribe or decide on matters exceeding the scope of the arbitration agreement or the request of parties.
- After the Award has been made, the Arbitral Tribunal shall send the Award to the Registrar to approve the form of the Award within the time limit according to Article 70, except where the Registrar extends the period of time or parties agree otherwise.
- The Registrar may request the Arbitral Tribunal to modify the form of the Award and may recommend for the Arbitral Tribunal to consider some issues in the Award. The recommendation shall not affect the Arbitral Tribunal's power to decide the dispute.
- Article 72** When the Registrar has approved the form of the Award, the Registrar shall arrange for the Arbitral Tribunal to sign that Award. Where the fees and expenses have been paid in full, the Registrar shall promptly send a copy of the certified Award to parties.
- The date of the Award made by the Arbitral Tribunal shall be the date the arbitrators signed the Award.
- Article 73** If parties reach a settlement before the Arbitral Tribunal makes the Award, the Arbitral Tribunal may order the termination of the proceedings or may make a consent Award upon the request of parties.
- The consent Award does not need to state the reasons on which it is based.



**Article 74** Within 30 days from the date of having received the Award, any party may submit a request for the Arbitral Tribunal to do the following:

- (1) Correct minor errors, errors in computation, or any other minor mistakes in the Award. If the Arbitral Tribunal finds it appropriate, it may correct those errors or mistakes within 30 days from the day the request is received. Where considered appropriate, the Arbitral Tribunal may amend an error or mistake under paragraph one within 30 days from the date of the Award.
- (2) Interpret part of the Award in writing within 30 days from the date of the request. The interpretation shall form part of the Award.
- (3) Make an additional Award for a claim not decided in the Award. The Arbitral Tribunal shall make an additional Award within 60 days from the receipt of the request.

For a request submitted pursuant to paragraph one, the requesting party shall send a copy of that request to the other party and the Registrar. Where the other party challenges that request, the challenge shall be made within 15 days from the date of receipt of the copy of the request.

An amendment and additional Award shall be made by the same procedure for making the Award under this Section.



## Section 7

### Fees and Expenses

- Article 75** The fees refer to the Filing Fee **and** the Arbitration Fee.  
The fees shall be collected in accordance with Annex 1.
- Article 76** The expenses refer to:
- (1) expenses of the Arbitral Tribunal;
  - (2) expenses relating to case management of the Thai - Chinese International Arbitration and Mediation Center;
  - (3) expenses of the experts that the Arbitral Tribunal appoints; and
  - (4) other expenses that parties agreed for arbitration.
- Article 77** Parties shall deposit half of the fees and expenses, except where the Registrar determines otherwise.  
The Registrar may request **a party** to deposit the fees and expenses of the claim and counterclaim.  
The deposit for the fees and expenses shall be made within 15 days from the date of notification from the Thai – Chinese International Arbitration and Mediation Center.
- Article 78** Where appropriate, the Registrar may require parties to make additional deposits for fees and expenses in the proportions as considered appropriate.
- Article 79** If the amount of the claim or counterclaim is not quantifiable, the Registrar shall make an estimate of the fees and expenses by considering the nature and circumstances of the dispute, and if those circumstances **are** to change, **the** Registrar may amend the fees and expenses that parties shall be liable to pay.

- Article 80** If parties fail to make the deposit in accordance with the amount determined by the Registrar, after consultation with the Arbitral Tribunal and all parties, the Registrar may request the Arbitral Tribunal to make an order suspending the proceedings. If parties refuse to comply, they shall be deemed that the claim and counterclaim have been withdrawn without prejudice to the rights of parties to recommence arbitration.
- The Arbitral Tribunal may refuse to continue with the arbitral proceedings altogether or in part until the full deposit has been received. Where a party requests, the Arbitral Tribunal may make an Award for the unpaid fees and expenses.
- Where there is an order suspending the arbitral proceedings, any party may make the deposit in place of the other party responsible for the payment.
- Article 81** All parties are jointly and severally liable for the fees and expenses of arbitration to the Thai – Chinese International Arbitration and Mediation Center and the Arbitral Tribunal.
- Article 82** Where the arbitral proceedings have ended without any hearing, the Registrar shall determine the fees and expenses by taking into consideration all the circumstances of the case and proceedings already completed.
- After the fees and expenses have been adjusted, if there remains any balance deposit, the Registrar shall return it to parties in the proportions that parties have agreed. If parties have not agreed or are unable to agree, the deposit balance shall be returned to parties in the proportions that each of parties placed as their deposit.
- Article 83** Any interest resulting from the deposit shall be retained by the Thai - Chinese International Arbitration and Mediation Center.



**Article 84** In the Award, the Arbitral Tribunal shall determine the liability for the fees, legal fees, **and** any other expenses that the other party paid for arbitration.

## Section 8

### Expedited The arbitral proceedings

**Article 85** Before the Arbitral Tribunal has been constituted, a party may submit the request for expedited proceedings to the Registrar, which shall be applicable under the following circumstances:

- (1) the amount in dispute does not exceed 100 million Thai Baht; where the amount is calculated on the basis of the claim, counterclaim, **and** set-off defense;
- (2) by agreement of parties; or
- (3) in cases of an emergency.

The party applying for the arbitral proceedings to be conducted in accordance with the Expedited Procedure under first paragraph shall, send a copy of the application to the other party and shall notify the Registrar that it has done so, specifying the mode of service employed and the date of service.

**Article 86** The Registrar shall consider the request by first hearing both parties. If the Registrar determines there are sufficient grounds, an order shall be issued for expedited the arbitral proceedings and the following procedures shall apply:

- (1) The Registrar may shorten a time period prescribed under these Rules as appropriate.
- (2) A sole arbitrator shall be appointed unless the Registrar orders otherwise.

- (3) The Arbitral Tribunal shall conduct the proceedings on the basis of documents-only. When appropriate, it may inquire expert witnesses or listen to verbal statements or written statements in relation to circumstances of the case or within its jurisdiction.
- (4) The Arbitral Tribunal shall issue the Award within six months from the date of its constitution, except under special circumstances, where the Registrar may extend such period.
- (5) The Arbitral Tribunal may state the reasons upon which the Award is based in summary form unless parties have agreed that no reasons are to be given.

**Article 87** Before the date of The Arbitral Tribunal that has been appointed the first meeting with all parties to determine the procedures. Each party may request to suspend the expedited the arbitral proceedings for consideration to the Arbitral Tribunal. If the Arbitral Tribunal agrees with that request, an order shall be issued for suspending expedited the arbitral proceedings

Where the Arbitral Tribunal has an order shall be issued for suspending expedited the arbitral proceedings, the Arbitral Tribunal who appointed for expedited the arbitral proceedings continually as the Arbitral Tribunal for the arbitral proceeding.

## Section 9

### Confidentiality of the arbitral proceedings

**Article 88** A party or any arbitrator, including the Chairman, the Secretary-General, the Registrar, officials, employees, and staff shall not disclose to a third person any matter relating to the arbitral proceedings, except where parties have provided written consent, or in the following circumstances:



- (1) to file a motion to a court to enforce or set aside an Award;
- (2) to comply with an order or summons from a court with jurisdiction over the arbitral proceedings;
- (3) to enforce a legal right;
- (4) to comply with the legal provisions of a country which are binding on the party making the disclosure;
- (5) to comply with the request or requirement of an entity which regulates activities related to the arbitral proceedings; and
- (6) to comply with an order by the Arbitral Tribunal pursuant to a request by a party that has notified the other party.

The matters relating to the arbitral proceedings include the facts relating to the proceedings, the names of arbitrators, Statements, evidence, witnesses, or any object used in the proceedings and all the documents produced by the other party during the proceedings as well as the Award made following the proceedings, except for matters already in the public domain.

**Article 89** Where a party's action is in breach of Article 87, the Arbitral Tribunal has the power to prescribe any measure it deems appropriate, including issuing an order or Award against the party in breach to accept liability for the loss incurred.

**Article 90** The Thai – Chinese International Arbitration and Mediation Center , which includes the Chairman, the Secretary-General, the Registrar, officials, employees, staff, and arbitrators, have no duty to issue any statement regarding the arbitral proceedings conducted under these Rules except where required by law.

A party shall not refer to the President, the Registrar, officials, employees, staff, and arbitrators as a witness in any legal proceedings relating to the arbitral proceedings conducted under these Rules except where required by law.



## Section 10

### EXCLUSION OF LIABILITY

**Article 91** The Thai – Chinese International Arbitration and Mediation Center, which includes the Chairman, the Secretary- General, the Registrar, officials, employees, staff, and arbitrators or any person appointed by an arbitrator for the purpose of the proceedings shall incur no civil liability to any person for any act or omission in relation to the arbitral proceedings under these Rules, except for damages to a party caused by willful or gross negligence.





## Annex 1 Fees and Expenses

### Article 1

The Filing Fee shall be collected as follows:

- (1) For collection from the Claimant in the amount of 50,000 Thai Baht when the Notice of Arbitration is submitted to the Thai – Chinese International Arbitration and Mediation Center.
- (2) For collection from the Respondent in the amount of 50,000 Thai Baht when the Response to the Notice of Arbitration and counterclaim are submitted to the Thai – Chinese International Arbitration and Mediation Center.
- (3) Where there is more than one party as the Claimant or Respondent, the Filing Fee shall be payable by each party except where a joint creditor or joint debtor submits the Notice of Arbitration or the Response to the Notice of Arbitration as one document.

Where the Filing Fee has been paid, irrespective of the circumstances, parties will be unable to ask for a refund.

**Article 2 Arbitration Fee**

- (1) Arbitration Fee shall be based on the table below and shall apply from the day the Arbitral Tribunal has been constituted.

**Table of the Arbitration Fee**

Sum in Dispute (Thai Baht)	Arbitration Fee (Thai Baht)
Not exceeding 2,500,000	200,000
From 2,500,001 to 12,500,000	200,000 + 6.5% of the amount exceeding 2,500,000
From 12,500,001 to 25,000,000	850,000 + 4.75% of the amount exceeding 12,500,000
From 25,000,001 to 50,000,000	1,443,750 + 2.5% of the amount exceeding 25,000,000
From 50,000,001 to 125,000,000	2,068,750 + 1.25% of the amount exceeding 50,000,000
From 125,00,001 to 250,000,000	3,006,250 + 0.625% of the amount exceeding 125,000,000
From 250,000,001 to 1,250,000,000	3,787,500 + 0.325% of the amount exceeding 250,000,000
From 1,250,000,001 to 2,000,000,000	7,175,000 + 0.1% of the amount exceeding 1,250,000,000
From 2,000,000,001 to 2,500,000,000	7,925,000 + 0.08% of the amount exceeding 2,000,000,000



From 2,500,000,001 to 12,500,000,000	8,325,000 + 0.04% of the amount exceeding 2,500,000,000
From 12,500,000,001 and above	12,325,000 + 0.02% of the amount exceeding 12,500,000,000

### Article 3

The Arbitration Fee shall be calculated as an aggregate amount of the claim and counterclaim.

If any party requests to exercise the right to set-off, the capital amount subject to such a request shall also be included unless the Arbitral Tribunal after discussing with parties finds that this will not raise issues that require significant additional work.

### Article 4 Expenses

- (1) The Arbitral Tribunal's expenses refer to the reasonable, actual expenses of the Arbitral Tribunal incurred during the arbitral proceedings which are not included in the table of the Arbitration Fee under Article 2 such as travel expenses, accommodation expenses, food expenses, communication expenses, etc.

The Thai-Chinese International Arbitration and Mediation Center may determine guidelines regarding the accounting of expenses for the Arbitral Tribunal where the expenses may be separately charged and paid from the table of the Arbitration Fee under Article 2 .



- (2) Arbitration Fee costs include:
  - (2.1) The costs of the facilities and support services, such as the hearing room, equipment, transcription of the tape recording, and the interpreter's fee based on the rates and items as prescribed by Thai – Chinese International Arbitration and Mediation Center.
  - (2.2) The cost of arbitration for the staff of the Thai – Chinese International Arbitration and Mediation Center who has to work outside of the normal working hours when the arbitral proceedings take place after 6:00 pm or on a public holiday where the rate will be 2.5% of the hourly Thai – Chinese International Arbitration and Mediation Center. Anything less than an hour will be charged for the hour.
  - (2.3) The cost of food and beverages. The Thai – Chinese International Arbitration and Mediation Center may collect other expenses in addition to what is stated under Article 4(2) where all parties' consent.
  
- (3) The costs of the expert appointed by the Arbitral Tribunal include:
  - (3.1) The cost of the expert's report and expenses incurred in preparing the report as specified by the Arbitral Tribunal.
  - (3.2) Travel and other expenses of the expert as already approved by the arbitrator.
  - (3.3) Other expenses relating to the submission of the expert's report as required by the law.



- (4) Any other expenses agreed by parties to be expenses of the arbitration.
- (5) The Registrar may collect no more than Thai Baht 50,000 from each party as a first-time deposit for expenses.



## Annex 2

### Model Arbitration Clause

Parties may agree to the following arbitration clause in their contract or as a separate arbitration agreement.

“Any dispute, controversy or claim arising from or in connection with this Contract or the breach, termination or invalidity thereof, shall be submitted to Thai-Chinese International Arbitration and Mediation Center (TCIAC) for being settled through arbitration in accordance with the TCIAC's arbitration rules in effect at the time of applying for arbitration and the conduct of the arbitration thereof shall be under the administration of TCIAC. The seat of arbitration shall be Bangkok Thailand, the language of arbitration shall be English.”