



**SMALL CLAIMS
ARBITRATION
RULES**

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**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 enhance Thailand Arbitration Center (THAC) Rules by shortening the arbitration period, as well as to ensure that all fees and expenses are considered appropriate to the claimed amount and enable 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 These Rules shall be referred to as the “Thailand Arbitration Center (THAC) Rules on Small Claims Arbitration, B.E. 2560 (2017).”

Article 2 These Rules shall govern arbitration conducted by the THAC from the 1st of October 2017 onwards.

Article 3 In these Rules:

- (1) “Award” means 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) “THAC” means the Thailand Arbitration Center under the Thailand Arbitration Center Act, B.E. 2550 (2007).
- (3) The “Arbitration Committee” means the committee under the Thailand Arbitration Center Rules on the Thailand Arbitration Center Committee.
- (4) “Registrar” means the Managing Director of THAC or anyone entrusted thereby as a Registrar.

* Thai is the official language of the THAC Arbitration Rules 2015. In the event of any inconsistency or discrepancy between the English and Thai versions, the Thai version shall prevail.

Chapter 1 General Provisions

¹**Article 4** Unless otherwise agreed by parties, these Rules shall apply to arbitration by which 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 these Rules, a Statement of Claim, a Response, a Challenge to the Counterclaim, any correspondences or requests shall be done in writing and signed.

Article 6 For the purpose of calculating a timeframe under these Rules, 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 shall be included. If the last day of the period is a holiday under an official announcement or a traditional holiday, 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 these Rules.
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 which 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 paragraphs 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 these Rules if deemed appropriate unless otherwise stipulated herein. The extension in paragraph one shall not exceed fifteen (15) days.

Chapter 2
COMMENCEMENT OF THE PROCEEDINGS

Part I
Statement of Claim

Article 9 The party requesting to commence the arbitration, (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 parties and their representatives (if any);
- (3) An arbitration agreement or contract or a copy thereof;
- (4) Details of the principal 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, it 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 arbitral proceedings to all parties.

Article 11 The Claimant shall submit its 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 II
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 shall 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 the Response was received. The Claimant shall 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 arbitral proceedings.

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 arbitral proceedings.

Article 18 An arbitrator shall disclose all the facts that may raise doubts over his or her impartiality and independence to parties and the Registrar.
The arbitrator may be challenged should there be a reasonable doubt over his or her impartiality or independence.
A party wishing to challenge the arbitrator shall submit a written document with its challenging reason to the Registrar while submitting a copy thereof to the other party as well as the challenged arbitrator 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 it 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 himself or herself withdraws from the proceedings or 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 Arbitral Tribunal, it may continue the same proceedings or start a re-trial.

Chapter 4 Arbitral Proceedings

Article 20 The Registrar shall schedule a meeting for all parties and the Arbitral Tribunal without delay to determine appropriate and efficient procedures where a timeframe shall be set and a record of proceedings guidelines shall 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 parties may do so.

Article 21 Arbitral proceedings:

- (1) Shall be conducted in a confidential manner;
- (2)² Shall be conducted in the Kingdom of Thailand; Unless otherwise agreed by parties.
- (3) Shall be conducted in Thai unless the Arbitral Tribunal has discussed with parties to use another language instead;
- (4) Shall be governed by laws that parties have previously agreed. If there is no such agreement, the Arbitral Tribunal may apply appropriate laws as the governing laws;

Article 22 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.

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.

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 Arbitral Tribunal may present reasons for its decision in brief in the award. As soon as the award is completed, the Arbitral Tribunal may send it to the Registrar to submit a copy of the certified award to parties without delay once all fees and expenses have been duly paid. The date of the award made by the Arbitral Tribunal shall be the date the Arbitral Tribunal signs the award.

Article 26 If parties reach a settlement before the Arbitral 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.

³**Article 27** The Arbitral Tribunal shall issue an award within one hundred and twenty (120) days from the date the arbitral schedule the first meeting to determine procedures. 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 Arbitral 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.

To submit a request under paragraph one, the submitting party shall deliver a copy of his request to the other party and the Register. The other party wishing to challenge the request shall 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 shall complete this additional award within fifteen (15) days from the day the request was received.



Chapter 6

Arbitrators Fees and expenses

- Article 29** Upon paying the Filing Fee, irrespective of the circumstances, parties shall be unable to ask for a refund.
- Article 30** Collection of the Filing Fee, the Arbitrator Fee, and expenses shall correspond to the procedures in Annex 1.
- Article 31** Each party shall pay half of the deposit constitutes the Arbitrator Fee unless otherwise stipulated by the Registrar.
Payment of the guarantee sum to the Arbitrator Fee shall be made within thirty (30) days from the starting date of the arbitral proceedings.
- Article 32** When appropriate, the Registrar may request parties to pay an additional deposit contributes to the Arbitrator 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 parties are required to pay.
- Article 34** If 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 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 arbitral proceedings.
The Arbitral Tribunal may suspend the entire proceedings or any part thereof until the entire deposit is received. Upon a request by any party, the Arbitral Tribunal may also issue an award for outstanding fees and expenses.
In case of an order to suspend the proceedings:
- (1) any party 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 parties shall be liable as joint debtors to pay all fees and expenses to the THAC.

Chapter 7
Confidentiality of the Arbitral Proceedings

Article 36 Any party or arbitrator, including the President, the Registrar, staff, employees, and workers, shall not disclose any matter in relation to the arbitral proceedings to the third party unless otherwise agreed by all parties in writing. The THAC, including the President, the Registrar, staff, employees and workers, and arbitrators, are not bound to issue any statement relating to the arbitral proceedings conducted under this rule unless required by law to do so.



Chapter 8

Exclusion 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 is an intentional act or a serious ignorance that renders damage to either of the disputing party.

Announced on the 11th of August 2017

Professor Emeritus Wisit Wisitsora-at

President of the Thailand Arbitration Center Committee



Annex 1 Fees and Expenses

Article 1 Filing Fee

The Claimant will be charged in the amount of 5,000 Thai Baht when submitting a Statement of Claim.

⁴ **Article 2 Arbitration Fee**

The Arbitration Fee includes the Arbitrator Fee and the Thailand Arbitration Center's 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:

Table of the Arbitration Fee

Sum in Dispute (Thai Baht)	Arbitration Fee (per person) (Thai Baht)
Not exceeding 2,000,000	30,000
From 2,000,001 - 4,000,000	30,000 + 3% of the amount exceeding 2,000,000
From 4,000,001 - 8,000,000	90,000 + 2% of the amount exceeding 4,000,000
From 8,000,001 - 12,000,000	170,000 + 1.75% of the amount exceeding 8,000,000
From 12,000,001 - 20,000,000	240,000 + 1.5% of the amount exceeding 12,000,000
From 20,000,001 - 35,000,000	360,000 + 1.25% of the amount exceeding 20,000,000

Article 3 Expenses

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





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