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Thailand International Arbitration

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This country-specific Q&A provides an overview of international arbitration laws and regulations applicable in Thailand.

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Thailand: International Arbitration

1. What legislation applies to arbitration in your country? Are there any mandatory laws?

Arbitration in Thailand is primarily governed by the **Thai Arbitration Act B.E. 2545 (2002)**, which is largely based on the UNCITRAL Model Law on International Commercial Arbitration (1985). This Act provides the framework for both domestic and international arbitrations conducted in the private (out-of-court) sector, with key mandatory provisions governing, inter alia, the form of arbitration agreements, arbitration procedures, and the recognition and enforcement of arbitral awards. It also specifies grounds for refusal and for setting aside an award.

Additionally, judicial (court-annexed) arbitration is integrated within Thailand's judicial framework and governed by the **Thai Civil Procedure Code**. In practice, this reintroduced process applies to large and complex civil and commercial cases, allowing disputes to be resolved by arbitrators under court supervision as a faster, streamlined alternative to both traditional litigation and private arbitration.

2. Is your country a signatory to the New York Convention? Are there any reservations to the general obligations of the Convention?

Thailand is a **contracting state** to the 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (New York Convention), having acceded in 1959 **without** any reservations under the Convention.

3. What other arbitration-related treaties and conventions is your country a party to?

Thailand is also a contracting state to the **Geneva Convention** and is a party to several bilateral and multilateral investment treaties (BITs) with countries including China, Germany, and the United Kingdom, allowing investors to initiate arbitration under various arbitration rules. Additionally, Thailand participates in multiple free trade agreements (FTAs), notably the **Thailand-Australia Free Trade Agreement (TAFTA)**, which permits investor-state arbitration and further facilitates dispute resolution between investors and host states.

4. Is the law governing international arbitration in your country based on the UNCITRAL Model Law? Are there significant differences between the two?

Thailand's Arbitration Act B.E. 2545 (2002) **closely follows** the UNCITRAL Model Law on International Commercial Arbitration, providing a framework familiar to international practitioners. Differences are minimal, primarily reflecting Thailand's adaptations to local procedural norms.

5. Are there any impending plans to reform the arbitration laws in your country?

At present, there are **no** immediate plans for a comprehensive reform of Thailand's arbitration laws.

6. What arbitral institutions (if any) exist in your country? When were their rules last amended? Are any amendments being considered?

Thailand has two primary arbitral institutions: the **Thai Arbitration Institute (TAI)** and the **Thailand Arbitration Center (THAC)**. The TAI, operating under the Office of the Judiciary, handles most arbitration cases within Thailand. The current version of the TAI Rules was introduced in 2017 and has been amended multiple times, with the latest amendment in **2023**. **No** major amendments are currently being considered.

The THAC, under the Ministry of Justice, offers a modern facility for arbitration and actively promotes international arbitration. The current THAC Rules date from 2015, with the latest amendment in **2019**, and likewise have **no** major amendments under consideration. The THAC Rules are based on the UNCITRAL Rules, making them more familiar to international practitioners.

7. Is there a specialist arbitration court in your country?

Thailand does not have a dedicated arbitration court. However, Thai **civil courts**, including the Central Intellectual Property and International Trade Court (CIPIT) and the Civil Court in Bangkok, have jurisdiction over

arbitration-related matters, such as enforcing or setting aside arbitral awards.

Additionally, arbitration cases involving state agencies or administrative issues may be directed to the **Central Administrative Court** when government bodies are involved. Although these are not specialized arbitration courts, they provide judicial support for arbitration through enforcement and supervisory powers as set forth in the Thai Arbitration Act B.E. 2545 (2002).

8. What are the validity requirements for an arbitration agreement under the laws of your country?

An arbitration agreement is defined as an agreement by the parties to submit all or certain disputes arising from a defined legal relationship to arbitration. The arbitration agreement may either be a standalone agreement or an arbitration clause within a contract. For validity, the agreement must be **in writing** and signed by the parties. An arbitration clause may also be valid if included in a documented exchange, such as letters, facsimiles, telegrams, telexes, or data interchange with an electronic signature, or through an exchange of claims and defenses where one party alleges the existence of the arbitration agreement and the other does not dispute it. Additionally, a written contract that references another document containing an arbitration clause will constitute an arbitration agreement if the reference is sufficiently clear to incorporate the clause as part of the contract.

9. Are arbitration clauses considered separable from the main contract?

An arbitration clause within a contract is treated as independent and **separable** from the main contract. If the arbitral tribunal finds the main contract to be null and void, this does not affect the validity of the arbitration clause.

10. Do the courts of your country apply a validation principle under which an arbitration agreement should be considered valid and enforceable if it would be so considered under at least one of the national laws potentially applicable to it?

Thai courts recognize written arbitration agreements unless the agreement is deemed non-binding under the law of the country chosen by the parties or, if no such

choice exists, under the law where the arbitral award was made.

11. Is there anything particular to note in your jurisdiction with regard to multi-party or multi-contract arbitration?

These are generally permitted, especially when the arbitration agreement is part of a multi-party contract or where parties agree to resolve disputes through a shared mechanism. In other cases, multi-party or multi-contract arbitration may proceed if all parties consent to join or consolidate proceedings and agree on appointing a single arbitral tribunal. Notably, some arbitral institutions in Thailand have established rules that provide mechanisms for joinder and consolidation to effectively manage multi-party and multi-contract arbitrations.

12. In what instances can third parties or non-signatories be bound by an arbitration agreement? Are there any recent court decisions on these issues?

Third parties or non-signatories are generally not bound by an arbitration agreement, emphasizing the principle of party autonomy. However, certain exceptions may apply, particularly in cases involving **agency, assignment, suretyship, succession, or third-party beneficiary agreements**, where a non-signatory has a close connection to the contract containing the arbitration clause. In the **absence** of court decisions expanding this application, Thai courts typically uphold the principle that only parties who have expressly consented to arbitration can be bound by an arbitration agreement.

13. Are any types of dispute considered non-arbitrable? Has there been any evolution in this regard in recent years?

Although no explicit court precedents confirm this, Thai scholars and practitioners agree that arbitration in Thailand generally remains limited to civil and commercial disputes, with certain types of disputes widely considered non-arbitrable due to public interest and policy considerations. These typically include matters involving **criminal law, family law (such as divorce and child custody), bankruptcy, and certain labor disputes**. There have been **no** major developments in recent years regarding the scope of non-arbitrable disputes.

14. Are there any recent court decisions in your country concerning the choice of law applicable to an arbitration agreement where no such law has been specified by the Parties?

No recent court decisions in Thailand have specifically addressed the choice of law applicable to the validity of an arbitration agreement in cases where the parties have not specified a governing law.

15. How is the law applicable to the substance determined? Is there a specific set of choice of law rules in your country?

The governing law applicable to the substance of the dispute is primarily determined by the law **chosen** by the parties. If the parties have not designated a governing law, the arbitral tribunal will generally decide the dispute in accordance with **Thai law**. However, in cases where a conflict of laws arises, the tribunal will refer to the Conflict of Laws Act B.E. 2481 (1938) and apply the law determined by conflict of laws principles, selecting the law most closely connected to the dispute.

16. In your country, are there any restrictions in the appointment of arbitrators?

There are **no** specific restrictions; however, an arbitrator must be impartial, independent, and meet any qualifications specified in the arbitration agreement or set by the arbitration institution.

17. Are there any default requirements as to the selection of a tribunal?

Section 17 of the Thai Arbitration Act provides default requirements for the composition of an arbitral tribunal when the parties have not specified them. The tribunal must consist of an **uneven** number of arbitrators. If the parties agree to an even number, the appointed arbitrators must jointly select an additional arbitrator to serve as the tribunal's chairman. If the parties fail to agree on the number of arbitrators, the default composition is a sole arbitrator.

18. Can the local courts intervene in the selection of arbitrators? If so, how?

Thai courts may intervene in the selection of arbitrators under certain conditions. If the tribunal is to consist of a sole arbitrator and the parties **cannot** agree on the choice,

either party may petition the court to appoint the arbitrator. For multi-arbitrator tribunals, if one party **fails** to appoint an arbitrator, or if the appointed arbitrators cannot agree on a chairman, either party may seek the court's assistance to appoint the missing arbitrator or chairman. Additionally, if the agreed-upon appointment procedures fail—such as when a party or third party (including an institution) does not fulfill their role in the selection process—either party may request the court to appoint an arbitrator or chairman as it deems appropriate.

19. Can the appointment of an arbitrator be challenged? What are the grounds for such challenge? What is the procedure for such challenge?

The appointment of an arbitrator **can** be challenged on grounds such as justifiable doubts regarding the arbitrator's **impartiality or independence, or a failure to meet qualifications** agreed upon by the parties or specified by the relevant arbitral institution. To initiate a challenge, a **written statement** outlining the grounds must be submitted to the tribunal. If the challenge is unsuccessful, or if there is only a sole arbitrator, the challenging party may further appeal to the court. During this period, the tribunal, including the challenged arbitrator, may proceed with the arbitration proceedings unless the court orders otherwise.

20. Have there been any recent developments concerning the duty of independence and impartiality of the arbitrators, including the duty of disclosure?

The duty of independence and impartiality for arbitrators is firmly established under the Thai Arbitration Act, which imposes a continuous obligation on arbitrators to disclose any circumstances likely to raise justifiable doubts about their impartiality or independence, both at the time of appointment and throughout the arbitration proceedings. While there have been **no** recent developments in this area, and Thailand has not formally adopted the IBA Guidelines on Conflicts of Interest in International Arbitration, Thai arbitral institutions encourage adherence to international best practices to uphold impartiality and transparency.

21. What happens in the case of a truncated tribunal? Is the tribunal able to continue with the

proceedings?

If an arbitrator is challenged but remains on the tribunal while the challenge is under review, the arbitral tribunal—including the challenged arbitrator—may **continue** with the proceedings and even issue an award, unless the court orders otherwise. However, if an arbitrator's mandate is permanently terminated—due to resignation, removal, or other reasons—a substitute arbitrator must be **appointed** according to the same procedure used for the original appointment.

22. Are arbitrators immune from liability?

Arbitrators are generally **immune** from civil liability for actions performed in the course of their duties, provided these actions are conducted in good faith and without deliberate or gross negligence. However, criminal penalties may apply to any arbitrator who wrongfully demands, accepts, or agrees to accept benefits to influence their decisions in arbitration. Such misconduct is punishable by imprisonment of up to 10 years, a fine of up to 100,000 Thai baht, or both.

23. Is the principle of competence-competence recognised in your country?

The principle of competence-competence is **recognized** in Thailand, empowering the arbitral tribunal to rule on its own jurisdiction. This includes determining the existence and validity of the arbitration agreement, the validity of the tribunal's appointment, and the scope of its authority over the dispute.

24. What is the approach of local courts towards a party commencing litigation in apparent breach of an arbitration agreement?

The opposing party may file a motion with the court, requesting that the case be disposed of to allow the parties to proceed with arbitration. If, after inquiry, the court finds no grounds to declare the arbitration agreement void, unenforceable, or impossible to perform, it will issue an order **disposing of** the case.

25. What happens when a respondent fails to participate in the arbitration? Can the local courts compel participation?

If the respondent fails to submit a statement of defense, the arbitral tribunal will **continue** the proceedings without

treating this failure as an admission of the claimant's allegations, unless the parties have agreed otherwise. Should the respondent fail to appear at a hearing or to provide documentary evidence, the tribunal will proceed with the arbitration and make an award based on the evidence available. Thai law does **not** grant local courts the authority to compel a respondent to participate in arbitration.

26. Can third parties voluntarily join arbitration proceedings? If all parties agree to the intervention, is the tribunal bound by this agreement? If all parties do not agree to the intervention, can the tribunal allow for it?

Joinder is permitted in Thailand, and Article 66 of the THAC Rules, for instance, grants the arbitral tribunal the authority to **allow** a third party to join proceedings if requested by a party and specific conditions are met. However, in practice, third parties typically cannot join arbitration proceedings without the consent of all parties to the arbitration agreement. Even when all parties agree to a third party's intervention, the tribunal retains discretion over whether to permit the third party to join and is not bound by this agreement.

27. What interim measures are available? Will local courts issue interim measures pending the constitution of the tribunal?

A party may request the court to grant provisional measures if similar relief would be available in a court proceeding, with provisions under the Thai Civil Procedure Code applying accordingly. These measures include **seizing or attaching property**, including any money or assets held by third parties, and issuing provisional injunctions to prevent the repetition or continuation of wrongful acts, the transfer or disposal of disputed property, or further damage to such property. Interim measures can also be granted specifically before submission of Statement of Claim or pending the constitution of the tribunal in arbitration matters.

28. Are anti-suit and/or anti-arbitration injunctions available and enforceable in your country?

Anti-suit and anti-arbitration injunctions are generally **unavailable** in Thailand.

29. Are there particular rules governing evidentiary matters in arbitration? Will the local courts in your jurisdiction play any role in the obtaining of evidence? Can local courts compel witnesses to participate in arbitration proceedings?

Evidentiary matters in arbitration are governed by Section 25 of the Thai Arbitration Act, which grants the arbitral tribunal authority to determine the admissibility and weight of evidence. The tribunal would generally apply the principles of the **Civil Procedure Code** on evidence *mutatis mutandis*, unless the parties agree otherwise. Additionally, the tribunal, any arbitrator, or a party—with the consent of a majority of the tribunal—may request assistance from a competent court to issue a **court summons, subpoena, or order** for the production of witnesses, documents, or materials.

30. What ethical codes and other professional standards, if any, apply to counsel and arbitrators conducting proceedings in your country?

Legal counsel in Thailand remain subject to professional conduct regulations under the **Lawyers Act B.E. 2528 (1985)**. While there is no specific legislation governing ethical standards for arbitrators, Thai institutions such as the TAI and THAC encourage arbitrators to adhere to international best practices for transparency and impartiality, with some institutions even requiring compliance with their **own** codes of ethics. However, Thailand has not formally adopted the IBA Guidelines on Conflicts of Interest in International Arbitration.

31. In your country, are there any rules with respect to the confidentiality of arbitration proceedings?

The Thai Arbitration Act does **not** address confidentiality in arbitration proceedings. However, confidentiality can be maintained through terms of reference agreed upon by the parties or by applying the confidentiality provisions in the rules of the arbitration institution overseeing the proceedings.

32. How are the costs of arbitration proceedings estimated and allocated? Can pre- and post-award interest be included on the principal claim

and costs incurred?

The costs of arbitration proceedings are typically estimated based on the fee **schedule of the arbitration institution** or as agreed upon by the parties in ad hoc arbitrations, though the tribunal or institution may adjust costs at its discretion, depending on the circumstances. Regarding pre- and post-award interest, Thai law **permits** the tribunal to award interest on both the principal claim and any incurred costs, provided interest was requested. The tribunal generally determines the applicable interest rate and period, in line with relevant laws or contractual terms agreed upon by the parties.

33. What legal requirements are there in your country for the recognition and enforcement of an award? Is there a requirement that the award be reasoned, i.e. substantiated and motivated?

An award, whether domestic or foreign, is legally binding on the parties and may be enforced by the competent court in Thailand. Primarily, the applicant must file the enforcement request within three years from the award's enforceable date and submit the original or certified copies of the award, the arbitration agreement, and a certified Thai translation, along with other required documents. While the award should clearly state the tribunal's reasoning to substantiate its conclusions, the court may refuse enforcement if the award addresses a dispute beyond the scope of the arbitration agreement, includes matters not intended for arbitration, involves a dispute not capable of settlement by arbitration under the law, or if enforcement would be contrary to **public policy**.

34. What is the estimated timeframe for the recognition and enforcement of an award? May a party bring a motion for the recognition and enforcement of an award on an ex parte basis?

The timeframe for recognizing and enforcing an arbitral award generally ranges from **8 to 14 months**, depending on the complexity of the case and the court's caseload. A party may file a motion for recognition and enforcement of an award on an *ex parte* basis; however, a copy of the motion is served to the party against whom enforcement is sought. If the opposing party raises an objection, the matter then proceeds *inter partes*, allowing both parties the opportunity to present their arguments.

35. Does the arbitration law of your country

provide a different standard of review for recognition and enforcement of a foreign award compared with a domestic award?

Thai arbitration law does **not** apply a different standard of review for the recognition and enforcement of foreign awards compared to domestic awards.

36. Does the law impose limits on the available remedies? Are some remedies not enforceable by the local courts?

Thai courts may refuse the enforcement of certain remedies that conflict with **public policy**. Notably, punitive damages and compounded interest are generally not enforceable in Thailand. Additionally, remedies involving criminal penalties, as well as those that contradict Thai public policy, may be refused enforcement by Thai courts too.

37. Can arbitration awards be appealed or challenged in local courts? What are the grounds and procedure?

Arbitration awards are final and **cannot** be appealed. However, parties may **challenge** an award by filing a motion to set it aside with the competent court within 90 days of receiving the award. Grounds for setting aside an award include the legal incapacity of a party or if the arbitration agreement is invalid under the agreed-upon law. Additional grounds include lack of proper advance notice of the tribunal's appointment or the proceedings, or if the award addresses issues beyond the scope of the arbitration agreement. An award may also be challenged if the tribunal's composition or arbitration procedure did not comply with the parties' agreement. On substantive grounds, the court may set aside an award if it involves a dispute that cannot legally be resolved through arbitration or if recognizing or enforcing the award would contradict Thai public policy.

38. Can the parties waive any rights of appeal or challenge to an award by agreement before the dispute arises (such as in the arbitration clause)?

Parties cannot waive their right to appeal or challenge an arbitral award before a dispute arises.

39. In what instances can third parties or non-

signatories be bound by an award? To what extent might a third party challenge the recognition of an award?

Certain exceptions may permit a third party or non-signatory to be bound by an award, especially in cases involving legal principles like **agency, assignment, suretyship, succession, or third-party beneficiary agreements**. Nonetheless, if a third party or non-signatory is bound by an award, their grounds for challenging its recognition and enforcement are still limited to those set forth in Sections 43 and 44 of the Thai Arbitration Act. Such a party might argue, for example, that the award includes a decision on matters **outside the scope** of the arbitration agreement or that enforcing the award would contravene Thai **public policy**.

40. Have there been any recent court decisions in your jurisdiction considering third party funding in connection with arbitration proceedings?

As of now, there have been **no** significant court decisions in Thailand addressing third-party funding in arbitration. While Thai law does not explicitly prohibit such arrangements, the concept remains underdeveloped and may face challenges. The Thai Supreme Court has previously ruled that agreements allowing a person to instigate another to initiate a claim for personal benefit can be rescinded, indicating potential resistance to third-party funding on public policy grounds. Consequently, third-party funding is not yet common in Thailand's arbitration landscape, and its acceptance remains uncertain.

41. Is emergency arbitrator relief available in your country? Are decisions made by emergency arbitrators readily enforceable?

The Thai Arbitration Act does **not** explicitly provide for the appointment of emergency arbitrators. As a result, decisions made by emergency arbitrators are not readily enforceable in Thailand, given the absence of statutory or institutional support for such mechanisms.

42. Are there arbitral laws or arbitration institutional rules in your country providing for simplified or expedited procedures for claims under a certain value? Are they often used?

Some arbitration institutions in Thailand **offer** expedited procedures, though these are not required by the Thai

Arbitration Act. For example, THAC provides expedited arbitration for disputes involving amounts up to **100 million Thai Baht**, while TAI offers a similar process for disputes with amounts up to **5 million Thai Baht**.

Although these expedited procedures are available, their use depends on the complexity of the dispute and whether the parties agree to a simplified approach. They are generally more commonly applied in straightforward, **lower-value** commercial cases.

43. Is diversity in the choice of arbitrators and counsel (e.g. gender, age, origin) actively promoted in your country? If so, how?

Diversity in arbitration is increasingly **acknowledged** as a valuable objective in Thailand, though there are no specific legal requirements or formal policies mandating diversity in the selection of arbitrators and counsel. Thai arbitration institutions, including TAI and THAC, promote the appointment of qualified arbitrators without regard to background, gender, or nationality, fostering an inclusive environment that serves both international and domestic parties.

44. Have there been any recent court decisions in your country considering the setting aside of an award that has been enforced in another jurisdiction or vice versa?

There have been **no** notable recent court decisions specifically addressing the setting aside of an arbitral award that has already been enforced in another jurisdiction, or cases involving the enforcement of an award that was set aside elsewhere.

45. Have there been any recent court decisions in your country considering the issue of corruption? What standard do local courts apply for proving of corruption? Which party bears the burden of proving corruption?

There have been **limited** recent court decisions directly addressing corruption in the context of arbitration. Should corruption be alleged to have occurred in arbitration, Thai courts typically apply a **high** standard of proof, requiring clear and convincing evidence of corrupt practices. The burden of proof lies with the party alleging corruption, who must demonstrate that corrupt activities influenced the outcome of the arbitration or the contractual relationship underlying the dispute.

46. What measures, if any, have arbitral institutions in your country taken in response to the COVID-19 pandemic?

In response to the COVID-19 pandemic, Thai arbitration institutions swiftly adapted to **virtual and hybrid hearing formats**, allowing parties to conduct proceedings remotely. They introduced guidelines to ensure the secure electronic exchange of documents and streamlined procedures to minimize disruptions to arbitration schedules. These adaptations reduced health risks and enhanced procedural efficiency under pandemic conditions.

47. Have arbitral institutions in your country implemented reforms towards greater use of technology and a more cost-effective conduct of arbitrations? Have there been any recent developments regarding virtual hearings?

Arbitral institutions in Thailand have embraced technological advancements to enhance efficiency and cost-effectiveness in arbitration proceedings. For instance, they now offer **virtual and hybrid hearing options**, enabling parties to participate remotely and reducing travel costs and logistical challenges. Additionally, they have introduced secure online platforms for document filing, case record management, and conducting virtual hearings, which improves accessibility and minimizes procedural delays.

48. Have there been any recent developments in your jurisdiction with regard to disputes on climate change and/or human rights?

In the context of arbitration, cases involving environmental and human rights issues remain relatively **rare**, with limited recent developments in these areas. However, awareness of these considerations is growing among businesses, regulatory bodies, and the judiciary. Thailand has made progress in implementing environmental laws and policies that promote responsible business practices, and these topics are beginning to surface in litigation and public dispute settings, particularly concerning corporate accountability and environmental compliance.

49. Do the courts in your jurisdiction consider international economic sanctions as part of their international public policy? Have there been any

recent decisions in your country considering the impact of sanctions on international arbitration proceedings?

Thai courts have **not** explicitly addressed the role of international economic sanctions within the scope of public policy, and there is **limited** case concerning the impact of sanctions on international arbitration proceedings.

50. Has your country implemented any rules or regulations regarding the use of artificial intelligence, generative artificial intelligence or large language models in the context of international arbitration?

While Thai arbitration institutions have adopted certain technological advancements to streamline proceedings, there is **no** formal guidance on incorporating AI tools in arbitration processes.

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