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1 Marine Casualty

1.1 In the event of a collision, grounding or other major casualty, what are the key provisions that will impact upon the liability and response of interested parties? In particular, the relevant law / conventions in force in relation to:

(i) **Collision**

Thailand is not a party to the Collision Convention 1910. Liability for collision is fault-based and is governed principally by the Act on Civil Liability and Compensation for Damage Arising from Ship Collision B.E. 2548 (2005), supplemented by sections 303–305 of the Navigation in Thai Waters Act B.E. 2456 (1913) and the general tort provisions (sections 420–425) of the Civil and Commercial Code (“CCC”). Where one vessel is at fault, that vessel bears the loss; where both vessels are at fault, liability is apportioned in proportion to the degree of fault of each vessel, and where the respective degrees of fault cannot be established, liability is borne equally. Vessels at fault are jointly liable for death and personal injury, with rights of recourse between them (exercisable within one year of payment). The collision avoidance rules are contained in the Act on Prevention of Ship Collision B.E. 2522 (1979), which gives effect to the COLREGs 1972.

(ii) **Pollution**

Thailand is a party to MARPOL 73/78 (Annexes I and II), the International Convention on Civil Liability for Oil Pollution Damage (CLC) 1992, the Fund Convention 1992 and the International Convention on Oil Pollution Preparedness, Response and Co-operation 1990. The CLC and Fund Convention regimes are implemented domestically by the Civil Liability for Oil Pollution Damage Caused by Ships Act B.E. 2560 (2017), which imposes strict (but limitable) liability on the registered owner of a ship carrying persistent oil, requires compulsory insurance for ships carrying more than 2,000 tonnes of oil in bulk, and permits direct action against the insurer, and by the Act on Contributions to the International Fund for Compensation for Oil Pollution Damage B.E. 2560 (2017). More generally, the Navigation in Thai Waters Act B.E. 2456 (1913) prohibits the discharge of oil and pollutants into Thai waters and empowers the Harbour Master to order clean-up and recover the costs from the wrongdoer, while section 96 of the Enhancement and Conservation of National Environmental Quality Act B.E. 2535 (1992) imposes strict liability for pollution damage on the owner or possessor of the pollution source.

(iii) **Salvage / general average**

Thailand has not ratified the Salvage Convention 1989, but the Marine Salvage Act B.E. 2550 (2007) closely follows it. The Act adopts the “no cure, no pay” principle, sets reward criteria mirroring Article 13 of the Convention, provides special compensation for salvors who prevent or minimise environmental damage, obliges the persons liable to provide security before the salvaged property is released, and imposes a two-year time bar running from the date on which the salvage operations were completed. General average is governed by the General Average Act B.E. 2547 (2004), which codifies principles consistent with the York-Antwerp Rules (which are, in any event, commonly incorporated by contract). Claims for general average contribution are subject to a one-year prescription period from notification of the adjustment, with long-stop periods of five years (where the shipowner claims) and seven years (where the party sustaining the loss claims) from the date the general average act occurred.

(iv) **Wreck removal**

Thailand is not a party to the Nairobi Wreck Removal Convention 2007. Wreck removal is dealt with under the Navigation in Thai Waters Act B.E. 2456 (1913), under which the owner of a vessel sunk or stranded so as to obstruct navigation must mark the wreck and remove it within the period fixed by the Harbour Master. If the owner fails to do so, the Marine Department may remove or destroy the wreck at the owner’s expense and may sell the wreck and cargo to recover its costs, with the owner remaining liable for any shortfall.

(v) **Limitation of liability**

Thailand is not a party to the Convention on Limitation of Liability for Maritime Claims 1976 or its 1996 Protocol, and there is no global tonnage-based limitation regime. A shipowner’s liability is therefore, in principle, unlimited under the CCC. Limitation exists only under specific statutory regimes: the package/weight limitation under the Carriage of Goods by Sea Act B.E. 2534 (1991) (“COGSA”) of THB 10,000 per shipping unit or THB 30 per kilogram of the net weight of the goods, whichever is higher; and the CLC-based limits for tanker oil pollution under the Civil Liability for Oil Pollution Damage Caused by Ships Act B.E. 2560 (2017).

(vi) **The limitation fund**

There is no general limitation fund procedure in Thailand. The only fund mechanism is the one available under the Civil Liability for Oil Pollution Damage Caused by Ships Act B.E. 2560 (2017), which permits the shipowner to

constitute a fund with the court (by deposit or acceptable guarantee) in accordance with CLC principles in order to limit liability, with the International Oil Pollution Compensation Fund providing second-tier compensation.

1.2 Which authority investigates maritime casualties in your jurisdiction?

Maritime casualties are investigated by the Marine Department of the Ministry of Transport, acting through the Harbour Master and casualty investigation panels. The Royal Thai Navy and the Marine Department have parallel roles in maritime security and enforcement matters, and the police and public prosecutors handle any criminal aspects of a casualty.

1.3 What are the authorities' powers of investigation / casualty response in the event of a collision, grounding or other major casualty?

Under the Navigation in Thai Waters Act B.E. 2456 (1913), the Harbour Master may board and inspect vessels, summon and examine the master and crew, require production of ships' documents (log books, charts and records), detain a vessel pending investigation or pending the provision of security for damage caused, suspend or revoke the certificates of masters and pilots found at fault, order the removal of wrecks and navigational hazards, and impose administrative fines. In pollution incidents, the authorities may order or undertake clean-up measures and recover the costs. Detained vessels are, in practice, released against security acceptable to the authorities, and criminal referrals may be made where offences are disclosed.

2 Cargo Claims

2.1 What are the international conventions and national laws relevant to marine cargo claims?

Thailand is not a party to the Hague, Hague-Visby, Hamburg or Rotterdam Rules. Marine cargo claims on international carriage are governed by COGSA, a *sui generis* statute drawing on both the Hague-Visby and Hamburg Rules. COGSA applies to carriage of goods by sea from or to a port in Thailand (and where the parties agree to its application), other than purely domestic carriage, to which the carriage provisions of the CCC apply. Multimodal carriage including a sea leg is governed by the Multimodal Transport Act B.E. 2548 (2005).

2.2 What are the key principles applicable to cargo claims brought against the carrier?

Under COGSA, the carrier must exercise due diligence before and at the commencement of the voyage to make the ship seaworthy, properly manned, equipped and supplied, and must properly and carefully load, handle, stow, keep, care for and discharge the goods. The carrier is liable for loss of, damage to or delay in delivery of the goods occurring while the goods are in its charge, unless it proves one of the statutory exceptions (including *force majeure*, perils of the sea, war, strikes, fire occurring without its fault, inherent vice, insufficiency of packing, and act or fault of the shipper). Liability is limited to THB 10,000 per shipping unit or THB 30 per kilogram of net weight, whichever is higher; the limit is displaced where the nature and value of the goods were declared and

inserted in the bill of lading, and is lost where the loss results from the carrier's act or omission done with intent to cause the loss or recklessly and with knowledge that loss would probably result. The carrier's servants and agents enjoy the same defences and limits. The consignee should give written notice of loss or damage upon delivery (or, for non-apparent loss, within the statutory notice period) to preserve its evidentiary position, although failure to do so does not bar the claim.

2.3 In what circumstances may the carrier establish claims against the shipper relating to misdeclaration of cargo?

The shipper is deemed to guarantee to the carrier the accuracy of the particulars it furnishes for the bill of lading (marks, number, quantity and weight) and must indemnify the carrier against loss resulting from inaccuracies. For dangerous goods, the shipper must inform the carrier of the dangerous character of the goods and mark them appropriately; where it fails to do so, the shipper is liable for all resulting loss and expenses, and the carrier may land, destroy or render the goods innocuous without compensation. The carrier's claims against the shipper fall into three categories: (a) a strict, guarantee-based indemnity for inaccurate bill-of-lading particulars under sections 23 and 32, which survives the transfer of the bill; (b) full liability for losses resulting from undeclared or unmarked dangerous goods under sections 33–34, together with the carrier's right to dispose of such goods without compensation; and (c) liability for other fault-based losses under section 31, arising from the negligence of the shipper or its agents or from noncompliance with applicable laws or customs concerning the nature of the goods.

Fraudulent misdeclaration may additionally ground claims in tort and criminal liability.

2.4 How do time limits operate in relation to maritime cargo claims in your jurisdiction?

Claims against the carrier for loss, damage or delay under COGSA must be brought by court action or arbitration within one year from the date of delivery of the goods or, where there was no delivery, from the date on which the goods should have been delivered (section 46). The period may be extended before its expiry by a written declaration of the party against whom the claim is made (section 47). Claims in tort are subject to a one-year prescription from the date the injured party knew of the wrong and the identity of the wrongdoer, with a 10-year long-stop. Claims under the Multimodal Transport Act B.E. 2548 (2005) are subject to a nine-month time bar.

3 Passenger Claims

3.1 What are the key provisions applicable to the resolution of maritime passenger claims?

There is no maritime-specific passenger liability statute. Passenger claims are resolved under the CCC provisions on carriage of passengers, under which the carrier is liable for injury to the passenger and for delay unless caused by *force majeure* or the fault of the passenger, together with the general tort provisions. Passenger vessel safety, licensing and manning are regulated under the Navigation in Thai Waters Act B.E. 2456 (1913). Claims by fare-paying passengers may also be pursued under the claimant-friendly procedure of the Consumer Case Procedure Act B.E. 2551 (2008).

3.2 What are the international conventions and national laws relevant to passenger claims?

Thailand is not a party to the Athens Convention 1974 or its 2002 Protocol. The relevant national laws are the CCC (carriage of passengers and tort), the Navigation in Thai Waters Act B.E. 2456 (1913), the Consumer Protection Act B.E. 2522 (1979) and the Consumer Case Procedure Act B.E. 2551 (2008).

3.3 How do time limits operate in relation to passenger claims in your jurisdiction?

There is no special maritime prescription period for passenger claims. Personal injury claims in tort must be brought within one year from the date the injured party knew of the wrong and of the person liable, subject to a 10-year long-stop from the date of the wrongful act (and, where the act is also a criminal offence with a longer prescription period, that longer period applies). Contractual claims are generally subject to the 10-year general prescription period.

4 Arrest and Security

4.1 What are the options available to a party seeking to obtain security for a maritime claim against a vessel owner and the applicable procedure?

Two principal routes are available. First, arrest under the Arrest of Ships Act B.E. 2534 (1991) ("Arrest Act"), which was drafted with reference to the Brussels Arrest Convention 1952 (to which Thailand is not a party). A claimant with a "maritime claim" falling within the statutory list (broadly mirroring the 1952 Convention categories: collision damage; loss of life; salvage; carriage contracts; supplies; towage; pilotage; mortgages; disputes as to ownership, etc.) may petition the Central Intellectual Property and International Trade Court ("IP&IT Court") *ex parte* for arrest of the ship before commencing substantive proceedings, provided the debtor is domiciled in Thailand. The claimant must establish a *prima facie* claim, provide counter-security fixed by the court, and commence substantive proceedings (in Thailand or in the agreed forum) within 30 days of the arrest, failing which the arrest lapses. Secondly, where the Arrest Act is unavailable (e.g., the debtor is **not** domiciled in Thailand), a claimant may seek provisional attachment of the vessel or other assets under section 254 of the Civil Procedure Code, which requires a showing that the defendant intends to remove or dispose of its assets to evade execution. In either case, the vessel will be released against security acceptable to the court.

4.2 Is it possible for a bunker supplier (whether physical and/or contractual) to arrest a vessel for a claim relating to bunkers supplied by them to that vessel?

Yes. Claims in respect of goods, materials or provisions supplied to a ship for her operation or maintenance – which include bunkers – are enumerated maritime claims under the Arrest Act. It is important to note that Thai law does not recognise a maritime lien for necessities or an *in rem* action independent of the personal liability of the owner.

4.3 Is it possible to arrest a vessel for claims arising from contracts for the sale and purchase of a ship?

Disputes as to the title to or ownership of a ship, or between co-owners as to ownership, possession, employment or earnings, are maritime claims for which arrest is available. A purely contractual claim arising under a memorandum of agreement for the sale and purchase of a ship (for example, for the deposit or damages for non-delivery) could be an enumerated maritime claim under the Arrest Act. Alternatively, another remedy is provisional attachment under section 254 of the Civil Procedure Code.

4.4 Where security is sought from a party other than the vessel owner (or demise charterer) for a maritime claim, including exercise of liens over cargo, what options are available?

Security against parties other than the shipowner is obtained by provisional attachment under section 254 of the Civil Procedure Code over assets of that party within the jurisdiction, such as cargo, bunkers owned by a charterer, freight or sub-freight receivables, and bank accounts. A carrier may exercise its statutory right to retain cargo pending payment of freight and charges, and contractual liens over cargo and sub-freights are recognised as between the contracting parties and are, in practice, exercised by retention coupled with court proceedings for the secured amounts.

4.5 In relation to maritime claims, what form of security is acceptable; for example, bank guarantee, P&I letter of undertaking?

For release of a vessel from arrest or attachment, the Thai courts accept a cash deposit or a bank guarantee issued by a bank licensed in Thailand. Protection and indemnity club letters of undertaking are not accepted by the courts as security.

4.6 Is it standard procedure for the court to order the provision of counter security where an arrest is granted?

Yes. Under the Arrest Act, the court will, as a condition of granting the arrest, fix security to be provided by the arresting claimant to answer for any damages that may be suffered by the shipowner should the arrest prove to be wrongful.

4.7 How are maritime assets preserved during a period of arrest?

An arrested vessel remains at the anchorage or berth designated by the Harbour Master under the supervision of the executing officer, with the owner remaining responsible for the crew, maintenance, insurance and port charges. The shipowners would be likely to be responsible for the incurring costs during the arrest.

4.8 What is the test for wrongful arrest of a vessel? What remedies are available to a vessel owner who suffers financial or other loss as a result of a wrongful arrest of his vessel?

An arrest will be treated as wrongful where the claim fails on

the merits or where the arrest was obtained without reasonable cause or in bad faith. The shipowner may claim compensation for its losses (including detention losses, crew and port expenses and re-delivery costs), recoverable in the first instance out of the counter-security provided by the arresting party, with any excess recoverable as damages; a residual claim in tort under section 420 of the CCC is also available. The amount is assessed by the court on the evidence. It is important to note that no Supreme Court's judgment on the wrongful arrest of ship has been found at this moment.

4.9 When is it possible to apply for judicial sale of a ship and what is the procedure for judicial sale?

A judgment creditor may apply for seizure and sale of the vessel by public auction conducted by the Legal Execution Department in the ordinary course of execution. A mortgagee may enforce a registered ship mortgage under the Ship Mortgage and Maritime Liens Act B.E. 2537 (1994), under which the court may order sale by the mortgagor or mortgagee on terms fixed by the court, or seizure and sale by auction. As noted above, a *pendente lite* sale may be ordered during an arrest where preservation costs are disproportionate. Sale proceeds are paid into court and distributed according to statutory priorities: maritime liens (crew wages, port and pilotage dues, life salvage claims, tort claims for loss of life or property, and salvage/general average/wreck removal claims), followed by the registered mortgage, followed by ordinary creditors. Maritime liens are extinguished one year after they arise or upon a court-ordered sale, in which case they attach to the proceeds.

5 Evidence

5.1 What steps can be taken (and when) to preserve or obtain access to evidence in relation to maritime claims including any available procedures for the preservation of physical evidence, examination of witnesses or pre-action disclosure?

There is no general pre-action disclosure under Thai laws. A party may, however, apply to the court under the Civil Procedure Code for the taking of evidence in advance (perpetuation of evidence) – before or after proceedings are commenced – where there is a risk that evidence will be lost or become difficult to adduce later, including the examination of witnesses and inspection of a vessel, cargo or documents. In practice, casualty evidence is preserved through prompt joint surveys, the appointment of surveyors and experts, notices to preserve voyage data recorder and electronic data, and access to the Maritime Department's investigation records. The court also has flexible procedural powers to order inspection and preservation once proceedings are on foot.

5.2 What are the general disclosure obligations in court proceedings? What are the disclosure obligations of parties to maritime disputes in court proceedings?

Thai procedure does not provide for common law-style discovery. Each party identifies and adduces its own evidence in lists filed before the taking of evidence. A party may apply for a court order (subpoena) compelling the opposing party or a third party to produce specified documents in its possession, and an unjustified refusal to produce may lead the court to draw adverse inferences. Lawyer–client communications are protected.

5.3 How is the electronic discovery and preservation of evidence dealt with?

There is no dedicated electronic discovery regime. Electronic documents and data messages are admissible under the Electronic Transactions Act B.E. 2544 (2001), with weight assessed by reference to the reliability of the manner in which they were generated, stored and communicated. The courts operate electronic filing, and production of specific electronic records may be compelled by subpoena in the same way as paper documents. Parties are responsible for preserving their own data, and spoliation may attract adverse inferences.

6 Procedure

6.1 Describe the typical procedure and timescale applicable to maritime claims conducted through: i) national courts (including any specialised maritime or commercial courts); ii) arbitration (including specialist arbitral bodies); and iii) mediation / alternative dispute resolution (ADR).

6.1.1 Which national courts deal with maritime claims?

Maritime and international trade claims fall within the first-instance jurisdiction of the IP&IT Court, established under the Act for the Establishment of and Procedure for the Intellectual Property and International Trade Court B.E. 2539 (1996), or under the jurisdiction the defendant is domiciled or where the cause of action took place under the Civil Procedural Code. The jurisdiction of the IP&IT Court covers, among other things, international carriage of goods by sea, marine insurance, ship arrest, salvage, general average, and ship mortgage and maritime lien cases, and its panels include career judges together with associate judges with commercial and maritime expertise. First-instance proceedings typically take seven to 12 months. Appeals lie with the Court of Appeal for Specialised Cases and, with leave, to the Supreme Court, each stage typically taking a further one to two years.

6.1.2 Which specialist arbitral bodies deal with maritime disputes in your jurisdiction?

There is no maritime-only arbitral institution in Thailand. The Arbitration Office of the Thai Chamber of Commerce, the Thai Arbitration Institute and the Thailand Arbitration Center (“THAC”) administer maritime and shipping disputes under the Arbitration Act B.E. 2545 (2002), which is based on the UNCITRAL Model Law. Charterparties and other shipping contracts commonly provide for LMAA, SCMA, SIAC, HKIAC or ICC arbitration, and such agreements and the resulting awards are recognised and enforced by the Thai courts.

6.1.3 Which specialist ADR bodies deal with maritime mediation in your jurisdiction?

The Thai Chamber of Commerce and THAC provide institutional mediation services, and court-annexed mediation is available (and actively encouraged) in the courts. The Dispute Mediation Act B.E. 2562 (2019) provides a statutory framework for out-of-court mediation. There is no maritime-specific mediation body.

6.2 What are the principal advantages of using the national courts, arbitral institutions and other ADR bodies in your jurisdiction?

The IP&IT Court offers a specialised and experienced bench, effective interim relief including ship arrest, capped court fees

and comparatively modest costs. Arbitration offers neutrality, confidentiality, party-appointed expertise, the ability to conduct proceedings in English or other foreign languages, and the ready enforceability of awards under the New York Convention 1958; the Thai courts are supportive of arbitration and may grant interim measures in aid of arbitration, including arrest. Mediation offers speed, low cost and preservation of commercial relationships, with settlements enforceable as contracts or, where recorded in an award or judgment, directly.

6.3 Highlight any notable pros and cons related to your jurisdiction that any potential party should bear in mind.

Points in Thailand’s favour include the specialised maritime forum, an effective and fast ship arrest regime, moderate costs and the absence of punitive damages. Points to bear in mind include the following: court proceedings are conducted in Thai, with certified translations required for key documentary evidence; foreign lawyers cannot appear as advocates; the one-year cargo time bar is short and strictly applied; security for release of vessels must, in practice, be cash or a Thai bank guarantee; foreign judgments are not enforceable; and the absence of a global limitation regime creates uncertainty of exposure for owners while conversely benefitting claimants.

7 Foreign Judgments and Awards

7.1 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of foreign judgments.

Thailand is not a party to any convention on the recognition and enforcement of foreign judgments, and there is no reciprocal enforcement legislation. A foreign judgment cannot be enforced directly; the judgment creditor must commence fresh proceedings in the Thai courts on the underlying claim (or on the judgment as a debt), in which the foreign judgment is admissible as evidence and carries persuasive – but not binding – weight, the Thai court remaining free to examine the merits. Such an action should be brought within the statutory prescription period.

7.2 Summarise the key provisions and applicable procedures affecting the recognition and enforcement of arbitration awards.

Thailand is a party to the New York Convention 1958. Under sections 41–45 of the Arbitration Act B.E. 2545 (2002), a foreign award is enforced by petition to the competent court – for maritime matters, the IP&IT Court – within three years from the date the award became enforceable. The grounds for refusing enforcement mirror Article V of the Convention (incapacity, invalidity of the arbitration agreement, lack of due process, excess of scope, improper composition of the tribunal, award not yet binding or set aside, non-arbitrability and conflict with public policy), and the court does not review the merits of the award.

8 Offshore Wind and Renewable Energy

8.1 What is the attitude of your jurisdiction concerning the maritime aspects of offshore wind or other renewable energy initiatives? For example, does your jurisdiction have any public funding programme for vessels used in offshore wind? Summarise any notable legislative developments.

Thailand has no dedicated offshore wind legislation and no public funding programme specific to vessels used in offshore wind. Policy support comes through the national Power Development Plan (as revised in 2024) and associated renewable energy targets, with feasibility studies and pilot projects for offshore wind in the Gulf of Thailand being pursued by private developers and state-affiliated energy companies. Projects currently proceed under the general framework: generation licensing under the Energy Industry Act B.E. 2550 (2007); environmental impact assessment under the Enhancement and Conservation of National Environmental Quality Act B.E. 2535 (1992); permissions for structures in navigable waters under the Navigation in Thai Waters Act B.E. 2456 (1913) from the Marine Department; and consents from other agencies with responsibilities over the seabed, fisheries and defence. Legislative development in this area is anticipated as the sector matures.

8.2 Do the cabotage laws of your jurisdiction impact offshore wind farm construction?

Yes. Under the Thai Vessels Act B.E. 2481 (1938), maritime transport and services between points in Thai waters are reserved for Thai-registered vessels meeting Thai ownership requirements. The Marine Department may, on application, permit the use of foreign-flagged vessels where suitable Thai-flagged tonnage is unavailable – which will commonly be the case for specialised units such as wind turbine installation vessels, heavy-lift crane vessels and cable layers, none of which are presently available under the Thai flag. Developers should therefore factor cabotage waivers and vessel permits into project planning at an early stage.

9 Updates and Developments

9.1 Describe any other issues not considered above that may be worthy of note, together with any current trends or likely future developments that may be of interest.

Several developments merit attention. First, the government continues to progress the “Landbridge” project linking deep-sea ports at Chumphon (Gulf of Thailand) and Ranong (Andaman Sea), together with enabling legislation for the Southern Economic Corridor, which, if realised, would significantly reshape regional shipping routes and generate substantial construction, port and logistics disputes work. Secondly, initiatives to modernise Thai maritime legislation – including proposals to revise the carriage of goods regime and to promote the Thai merchant fleet – remain under study, and possible accession to further International Maritime Organization (“IMO”) liability conventions (including a global limitation regime) continues to be discussed. Thirdly, decarbonisation and IMO compliance (fuel standards, EEXI/CII) are increasingly relevant to owners trading to Thailand, as is the adoption

of electronic trade documentation, supported by Thailand's electronic transactions framework. Finally, arbitration of maritime disputes continues to grow, with Thai parties increasingly accepting institutional arbitration and the Thai courts maintaining a consistently pro-enforcement stance.



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On the commercial side, Noppramart handles charterparty and bill of lading disputes, cargo claims, shipbuilding and ship sale and purchase matters, and carriage of goods claims under the Thai Carriage of Goods by Sea Act. Her marine insurance practice covers hull and machinery, cargo and P&I coverage disputes, policy interpretation and subrogated recovery actions on behalf of insurers.

She acts as counsel, arbitrator, and Thai law expert in proceedings under the ICC, SIAC, HKIAC, LCIA, UNCITRAL, LMAA, SCMA, THAC and TAI rules, and appears regularly before the Central Intellectual Property and International Trade Court, Thailand’s specialist forum for maritime disputes. She is also a member of the ICC International Court of Arbitration for Thailand and founder of the Bangkok Arbitration Club, as well as a frequent speaker on shipping law and international arbitration at regional and international forums.

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