

Independent Study Title : The Problems on Successive Carriage in the Carriage of Goods under the Civil and Commercial Code: a Case Study of the Convention on Carriage of Goods by Road 1965

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ABSTRACT

Thailand has enacted Law on transportation in part of the Civil and Commercial Code since 2535. The Civil and Commercial Code in Section 618 provides the liability of several carriers to the third parties, it says that “If the goods were transported by several carriers, they are jointly liable for loss, damage, or delay.”, however, it has no the definition of the successive carrier and liability among successive carrier themselves. Therefore, the judicial discretion will be used to define the definition of successive carrier. Moreover, the Supreme Court interprets liability among successive carrier themselves differently. In one case, the court decided that the carriers who caused such a damage has to be responsible for the compensation while another case decided that all carriers had to be liable as a joint debtor in compliance with Section 296 in the Civil and Commercial Code.

The purpose of this paper is to focus on carriage of goods by successive carrier in Section 618 of the Civil and Commercial Code.

The result obtained from this paper is that the Convention provides a case of successive carriage to force in a juristic relation on contract of carriage of goods by road. On the other hand, Thailand there is no specific provision on successive carriage so it has to use the Civil and Commercial Code to enforce with such a juristic relation. In the Civil and Commercial Code, it has been using for a period of time therefore some rules are not up to date, flexible and appropriate for the problem arising at present particularly in case of successive carriage. In the Civil and Commercial Code, there is no specific definition of successive carriage. It has to

look at the academicians' opinion on the definition of the successive carriage. There is no provision on any documents which is necessary to carriage of goods by successive carrier including with the liability among successive carrier themselves. Such a legal problem is an important obstacle for the development of system of carriage and trading in Thailand.

For the development in the Civil and Commercial Code in case of successive carriage, it has to use the principle in the Convention as a model to set up the new provision in part of successive carriage by adding the new provision to the Civil and Commercial Code.

Since there is no specific definition of successive carrier in Section 618 therefore the word "several carriers" in the provision should be changed to "successive carrier". Moreover, it should specify that the carriage of goods contract will be in the definition of successive carrier and it should be a single contract. Additionally, the problems on the liability among successive carrier should be amended by using CMR as a model law especially it shall be used only in the case of the successive carriage.

