

Independent Study Title : Anticipatory Breach of the Contract
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Academic Year : 2007
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ABSTRACT

Nowadays, more business transactions have been arising, not only from domestic businesses but also through foreign investors who want to bring their money into Thailand.

For contract making both parties are entitled to an order for performance of its obligations due to the contract which they have made. In some cases, one of the parties will not perform his/her obligation(s) when performance is due. The problems can also be foreseen with certainty from the behavior of the other party that breaching of the contract will definitely occur. This circumstance is commonly known as “Anticipatory Breach” or “Anticipatory Repudiation”.

“Anticipatory Breach” or “Anticipatory Repudiation” is not specified in the Civil and Commercial Code of Thailand. The law also does not give the authority to the innocent party to treat such repudiation as an immediate breach and claim for the damage.

Meanwhile, other legal systems have the concepts of Anticipatory Breach of the Contract, for example, the United Kingdom, the Uniform Commercial Code of the United States of America, the German Civil Law and the United Nations Convention on Contract for International Sale of Goods (CISG).

Hence, the Civil and Commercial Code of Thailand should consider providing Anticipatory Breach of Contract in the Thai Legal System to make the reliance for both

domestic and foreign investors. Therefore, if a dispute over a contract arises, the Law should give the innocent party the rights for immediately repudiating and the rights for the claim of such damage because if there is no such law for Anticipatory Breach or Anticipatory Repudiation, the innocent party's damage will become unlimited.

