

Independent Research Paper Title : Legal Problems Concerning to Jurisdiction on
Electronic Contract over the Internet

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ABSTRACT

According to Article 3 and 4 of Thai Civil Procedure Code, these codes provide information about territorial jurisdiction. When considering in the topic of electronic commerce running the business on the internet network, there is some dispute in case that the plaintiff and defendant are not Thai citizen and the cause of action of the electronic contract has not occurred in Thailand. However, it has some connection point of the case, such as having the assets in Thailand and the plaintiff wants to bring the case to Thai courts. Under the condition of Thai Civil Procedure, Thai court has to reject the case to proceed because of the domicile principle and causes of action principle are not in Thai territorial jurisdiction. It seems to be on the contrary with the situation of electronic transaction that can be made in any place and time in several ways. As a result, for the borderless trading such as trading on the internet network, the laws should have empowered to control and enforce the situation that may happen in future.

To resolve the problem, there should be some addition clause for the Thai territorial jurisdiction to support the electronic contract occurred on the internet network. Moreover, it has to specify for the case between parties who are not Thai resident and the cause of action is not in Thai territorial jurisdiction but the parties have the asset that may be enforced in Thailand. Consequently, there shall be some additional conditions related to territorial jurisdiction to apply with Thai Civil Procedure or Thai Electronic make the case become applicable in term of jurisdiction procedure.