Legal article

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Air cargo claims in Thailand: carrier liability under the Montreal Convention, the 14-day complaint, the two-year bar and the 26 SDR per kilogram limit

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> This article is general legal information, not a legal opinion on any specific matter. Each matter must be assessed on its own facts and evidence. The latest online version is at https://eksiamtradeinvestlaw.com/en/insights/air-cargo-claims-montreal-convention/

Key points

- International carriage of cargo by air for reward is governed by Thailand's International Carriage by Air Act B.E. 2558 (2015) under section 4, and under section 7/4 any agreement made before the damage occurred that seeks to avoid the Act or to change the rules on jurisdiction is void.
- Under section 37 the carrier is liable if the event that caused the damage took place during the carriage by air, which includes the time the cargo is in the carrier's charge. The carrier escapes liability only by proving one of four causes: inherent defect, quality or deterioration of the cargo; defective packing by someone else; war or armed conflict; or an act of officials dealing with import, export or transit. Under section 13 it is also exonerated, wholly or partly, to the extent the claimant caused or contributed to the damage.

- The person entitled to delivery must complain in writing within fourteen days of receipt where cargo is damaged, and within twenty-one days where it is delayed. Under section 44, if no complaint is made in time, no action lies against the carrier unless the carrier acted fraudulently.
- The right to sue is extinguished unless proceedings are brought within two years of the date the aircraft arrived, or ought to have arrived, at the destination, under section 55.
- The section 39 limit is now 26 Special Drawing Rights (SDR, the International Monetary Fund's unit of account) per kilogram under a Royal Decree of 2025. The only way around it is a special declaration of interest, with any supplementary charge paid, when the package is handed over.

Which law applies: when your claim falls under the International Carriage by Air Act

Thailand's International Carriage by Air Act B.E. 2558 (2015) applies, under section 4, to carriage by air for reward where the places of departure and destination are in two countries. The Montreal Convention of 1999 has been in force for Thailand since October 2, 2017, and under section 7/4 any agreement made in advance not to apply the Act, or to change the rules on jurisdiction, is void.

Before the Act, Thai courts decided air cargo cases under the carriage provisions of the Civil and Commercial Code, in particular sections 616, 618, 620 and 625. The Supreme Court held expressly that carriage of goods by air is a form of carriage and that section 625 of the Code therefore applies.[1] The International Carriage by Air Act was published in the Royal Thai Government Gazette on February 13, 2015 and amended by Act No. 2 of 2017, which added provisions on the Montreal Convention, jurisdiction and arbitration. In the same year Thailand deposited its instrument of accession (the document by which a state joins a treaty after it has been signed) with the International Civil Aviation Organization (ICAO).[2]

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> International Carriage by Air Act B.E. 2558 (2015), section 4, paragraph one and paragraph three (the firm's translation; the authoritative Thai text is in the notes)
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> “This Act shall apply to carriage by air for reward, including gratuitous carriage by air performed by a person who carries on the business of carriage by air for reward in the ordinary course of trade, whether the carriage is international carriage by air or international carriage by air subject to the Convention.
>
> Carriage performed by several successive carriers shall be deemed to be one undivided carriage if it has been regarded by the parties as a single operation, whether it has been agreed upon in the form of a single contract or of a series of contracts, and it shall not lose its international character merely because it is to be performed entirely within the territory of the same country under a single contract or a series of contracts.”

Section 4 divides international carriage into two groups. The first is carriage where the places of departure and destination are both in States Parties to the Montreal Convention, which the Act calls "international carriage by air subject to the Convention." The second is other international carriage, for example a route to a country that is not a party. The Act applies to both. The difference lies in the jurisdiction rules of section 56/1 and the claimant's choice of arbitral seat under section 56/5, which apply to the first group.[3] Most exports from Thailand to China, Japan, Singapore, the United States or the European Union fall into the first group, but you should check the destination country's status as of the date of the contract every time.

A question exporters often ask is whether an air waybill (AWB, the document made out by or for the consignor as evidence of the contract of carriage by air) issued by a foreign airline can validly choose the law of the airline's home country and the courts of that country. Section 7/4 answers it: any clause in the contract of carriage that takes effect before the damage occurs and is intended to avoid the rules of the Act, whether by choosing the governing law or by changing the rules on jurisdiction, is void.[4] The choice-of-law and choice-of-court clauses on the back of an air waybill therefore do not take away your right to sue under the Act in a court that section 56/1 makes available. An agreement made after the damage has occurred, such as a dispute-resolution agreement negotiated later, is outside the section.

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The air waybill is also important evidence. Section 24 requires an air waybill to be delivered in the carriage of cargo and allows an electronic record to be used instead.[5] Under section 31 the air waybill or cargo receipt is prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage.[6] In practice, the house air waybill (issued by a freight forwarder in its own name) and the master air waybill (issued by the airline to the forwarder) often differ on the weight of the cargo, the number of packages and the declared-value box. Those two documents decide both who the right defendant is and how much can be recovered.

Who is liable: the contracting carrier, the actual carrier and successive carriers

Section 3 distinguishes the "contracting carrier," which makes the contract of carriage with the consignor, from the "actual carrier," which performs the carriage by authority of the contracting carrier. Under section 48 the contracting carrier is liable for the whole carriage and the actual carrier only for the part it performs, and under section 56/2 the plaintiff may sue either or both.

Most air cargo is not booked directly with an airline. The exporter instructs a freight forwarder, which consolidates (combines) cargo from several shippers into one shipment, issues its own air waybill to each shipper, and books space with an airline that issues a separate air waybill to the forwarder. The Act captures this chain through the definitions in section 3: a carrier is a person who carries on the business of carriage by air for reward in the ordinary course of trade, whether as a contracting carrier or as an actual carrier.[7]

> International Carriage by Air Act B.E. 2558 (2015), section 48 (the firm's translation; the authoritative Thai text is in the notes)
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> “If an actual carrier performs the whole or part of the carriage under section 47, both the contracting carrier and the actual carrier shall be subject to this Act, the contracting carrier being liable for the whole of the carriage contemplated in the contract and the actual carrier being liable solely for the carriage which it performs, unless otherwise provided in this Chapter.”

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In practical terms, a forwarder that issues an air waybill in its own name and collects freight from the shipper runs a high risk of being a contracting carrier, liable for the whole route under section 48.[8] The airline that actually flies the cargo is an actual carrier, liable for the part it performs. Section 56/2 lets the plaintiff sue the actual carrier, the contracting carrier, or both together or separately, and a carrier sued alone may have the other joined in the proceedings.[9] For carriage by several successive carriers that the parties regarded as a single operation, section 45 gives the consignor a right of action against the first carrier and the consignee a right of action against the last, and both may sue the carrier on whose leg the damage occurred; all those carriers are jointly and severally liable.[10]

> Supreme Court Judgment No. 13102/2557 (2014)
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> Three companies used the UPS name, a common claim form and the same terms of service. The Supreme Court found that they were companies in one network jointly carrying on the business of carriage, so the company in the destination country was also a joint carrier of the goods.

This judgment, and Supreme Court Judgment No. 5775/2555, which held that DHL group companies collecting freight and handling inbound shipments shared an interest in the carriage, [11] were decided under the Civil and Commercial Code before the Act came into force. But the facts the court relied on to identify the carrier, namely the trade name, the forms, who collected the freight and who was responsible for the warehouse, remain the evidence that shows who is a contracting carrier or an actual carrier under section 3. Similarly, Supreme Court Judgment No. 173/2551 treated an airline that sold belly-hold space to a courier company and then carried the goods as one of several successive carriers, jointly liable for the loss.[12] Under the current Act, facts like these point to the status of actual carrier under section 48.

The basis of liability under section 37 and the period of carriage by air

The carrier is liable when cargo is destroyed, lost or damaged, on condition that the event that caused the damage took place during the carriage by air, which includes the period the cargo is in the carrier's charge, under section 37. The claimant does not have to prove that the carrier

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was negligent. The carrier escapes liability by proving one of the four causes in paragraph two, or wholly or partly under section 13 by proving that the claimant caused or contributed to the damage.

> International Carriage by Air Act B.E. 2558 (2015), section 37 (the firm's translation; the authoritative Thai text is in the notes)
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> “The carrier shall be liable for damage arising from the destruction or loss of, or damage to, cargo, on condition that the event which caused the damage took place during the carriage by air.
>
> The carrier shall not be liable for the damage if it proves that the destruction or loss of, or damage to, the cargo resulted from any of the following causes: (1) an inherent defect, quality or deterioration of the cargo itself; (2) defective packing of the cargo performed by a person other than the carrier or its servants or agents; (3) an act of war or an armed conflict; (4) an act of an official performing duties in connection with the importation, exportation or transit of the cargo.
>
> Carriage by air under this section includes the period during which the cargo is in the charge of the carrier.
>
> The period of carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport, unless (1) such carriage by land, by sea or by inland waterway takes place in the performance of a contract for carriage by air for the purpose of loading, unloading, delivery or transshipment, in which case any damage is presumed, unless proved otherwise, to have resulted from an event which took place during the carriage by air; or (2) the carrier, without the consent of the consignor, substitutes another mode of transport for the whole or part of a carriage which the parties agreed to perform by air, in which case that other mode of transport shall be deemed to be within the period of carriage by air.”

Section 37 adopts Article 18 of the Montreal Convention almost word for word. Liability is strict (it does not depend on proof of fault) and is capped by a limit; it is not liability for negligence.[13] You carry two burdens. First, prove that the cargo was in fact damaged or lost. Second, prove that the event causing the damage happened while the cargo was in the carrier's charge. Once you have done so, the burden moves to the carrier to prove one of the four exceptions. The English text of the Convention uses the words "upon condition only that," stressing that there is no other condition.[14] Beyond the four exceptions, section 13 exonerates the carrier wholly or partly, to the extent it proves that the damage was caused or contributed to by the negligence or other

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wrongful act or omission of the claimant or of the person from whom the claimant derives its rights, and paragraph three of that section applies the rule to every liability provision in the Act, including liability for cargo.[15]

The four exceptions are narrow. The first, an inherent defect, quality or deterioration of the cargo itself, covers perishable goods that deteriorate naturally even when handled as agreed. The second, defective packing by someone other than the carrier or its servants or agents, makes the exporter's packing evidence important: photographs of packing, pallet standards and packaging certificates for dangerous goods help defeat this defense. The third is an act of war or armed conflict. The fourth is an act of officials in connection with import, export or transit, for example a customs examination that damages the goods. None of them covers theft in a warehouse, temperature-controlled cargo left in the open, or careless handling, which are the facts seen in many air cargo cases.

The period of carriage by air decides a large number of cases. Paragraph three includes the period the cargo is in the carrier's charge, so it covers the carrier's or its agent's warehouses inside the airport on both the outbound and inbound sides. Paragraph four excludes carriage by land, sea or inland waterway performed outside an airport, unless it is performed under the contract of carriage by air for loading, delivery or transshipment, in which case the law presumes, until the contrary is proved, that the damage occurred during the carriage by air. And if the carrier substitutes a truck for an aircraft without the consignor's consent, the truck leg is treated as carriage by air. This last point matters on regional routes where some carriers send cargo across borders by truck when the aircraft is full.

The High Court of Australia decided a case on similar facts in Siemens Ltd v Schenker International (Australia) Pty Ltd [2004] HCA 11. Telecommunications equipment carried by air from Germany to Melbourne fell from a truck on the way from the airport to the forwarder's warehouse. The majority held that the Warsaw Convention (the predecessor of the Montreal Convention) did not extend to the road leg outside the airport, but that the limitation in the air waybill applied to that leg as a matter of contract.[16] The case shows that when damage occurs outside the airport, the question shifts from the special regime to the terms of the air waybill

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and the law of carriage by land. Section 46 of the Thai Act adopts the same principle: in combined carriage by several modes, the Act applies only to the part by air, and the parties may put conditions for the other modes in the air carriage document.[17]

Delay, and when delayed cargo becomes lost cargo

Section 38 applies section 12 to the carriage of cargo. The carrier is liable for damage caused by delay unless it proves that it and its servants and agents took all measures that ought to have been taken to avoid the damage, or that it was impossible to take them. If the cargo has not arrived seven days after the date it ought to have arrived, section 33 allows the consignee to enforce the rights under the contract of carriage as if the cargo had been lost.

Delay is a loss peculiar to air carriage, because the customer pays a high freight rate for speed. Unlike liability under section 37, liability for delay leaves a wider defense open: the carrier escapes if it proves that it took all measures that ought to have been taken.[18] That defense must be proved with specific facts, not general statements about weather or airport congestion.

> Supreme Court Judgment No. 7157/2555 (2012)
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> The customer chose air freight, about ten times the cost of sea freight, so that the goods would arrive urgently. Although the air waybill stated no arrival date, the Supreme Court held that the parties intended rapid carriage, as is normal for air freight. A transit longer than carriage by sea would have taken was abnormal delay, and a carrier relying on a storm had to prove when the storm occurred, how severe it was and how it affected the flight schedule.

The judgment was decided under section 616 of the Civil and Commercial Code,[19] but its reasoning on the parties' intention that the goods travel quickly, and on the burden of a carrier that relies on an external cause, is consistent with section 38 read with section 12. You should therefore keep the flight schedule the carrier confirmed, the booking emails and the tracking history from the day the cargo starts to run late.

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> International Carriage by Air Act B.E. 2558 (2015), section 33, paragraph three (the firm's translation; the authoritative Thai text is in the notes)
>
> "If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days from the date on which it ought to have arrived, the consignee shall be entitled to enforce against the carrier the rights which arise from the contract of carriage by air."

Section 33 paragraph three lets the consignee enforce its rights under the contract of carriage once the carrier admits the loss, or once the cargo has not arrived seven days after the date it ought to have arrived.[20] Supreme Court Judgment No. 13102/2557 shows the practical effect. Machinery spare parts, for which the buyer had paid air freight to receive them quickly, were found more than six months after the delivery date. The Court held that this had the effect of loss: the consignee could refuse the goods once found, and the insurer that had paid the claim could recover from the carrier.[21] When you reach the point of deciding whether to wait or to treat the cargo as lost, write to the carrier stating that you are exercising your right under section 33 paragraph three, so that the basis of the claim is clear.

The written complaint within fourteen and twenty-one days

Where cargo is damaged, the person entitled to delivery must complain to the carrier forthwith after discovering the damage and at the latest within fourteen days of receipt. Where cargo is delayed, the complaint must be made within twenty-one days of receipt. The complaint must be in writing. If it is not made in time, no action lies against the carrier unless the carrier acted fraudulently, under section 44.

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> International Carriage by Air Act B.E. 2558 (2015), section 44 (the firm's translation; the authoritative Thai text is in the notes)
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> "Receipt of the cargo without complaint by the person entitled to delivery is prima facie evidence that the cargo has been delivered in good condition and in accordance with the air waybill, the cargo receipt or the record preserved by other means under section 24 paragraph two.
>
> In the case of damage to the cargo, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage and, at the latest, within fourteen days from the date of receipt of the cargo.
>
> In the case of delay in the carriage, the person entitled to delivery must complain to the carrier within twenty-one days from the date on which the person entitled to delivery received the cargo.
>
> A complaint under this section must be made in writing and handed over or dispatched so as to reach the carrier within the period in paragraph two or paragraph three, as the case may be.
>
> If the person entitled to delivery does not complain within the period prescribed in paragraph two or paragraph three, no action shall lie against the carrier, save in the case of fraud on the part of the carrier."

Section 44 is the provision to watch most closely in practice. The consequence of failing to complain is not merely a presumption that the cargo arrived in good order; it bars the action against the carrier.[22] This differs from the Carriage of Goods by Sea Act B.E. 2534 (1991), under which failure to give notice of damage only raises a statutory presumption (see cargo claims for carriage by sea). Treat the day you collect the cargo from the warehouse as day one, and make sure the written complaint reaches the carrier by day fourteen. Section 7/5 counts days under the Act as consecutive calendar days, so public holidays do not extend the deadline.

An effective complaint has four parts. First, the numbers of both the master and the house air waybill. Second, a description of the damage or shortage. Third, photographs and the survey report (a report by an independent surveyor of the damage), or a statement that they will follow. Fourth, a reservation of the right to claim damages under the law. Send it to both the contracting carrier and the actual carrier. Section 50 gives a complaint to either the same effect, but sending it to both avoids arguments about who received it. A note on the warehouse delivery receipt that a carton was crushed or wet is useful evidence, but you should always send a separate written complaint within the deadline.

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A comparative point: Article 31(2) of the Montreal Convention counts the twenty-one days for delay from the date on which the cargo was "placed at his or her disposal," that is, the date it was ready for collection, while section 44 paragraph three of the Thai Act counts from the date the person entitled to delivery received it.[23] Where the carriage is subject to the Convention and the claim may be brought abroad, count from the earlier date to be safe.

The two-year bar under section 55

The right to claim damages for carriage by air is extinguished unless proceedings are brought within two years of the date the aircraft arrived at the destination, the date it ought to have arrived, or the date the carriage stopped, as the case may be, under section 55. The method of calculating the period is governed by the law of the country of the court hearing the case.

> International Carriage by Air Act B.E. 2558 (2015), section 55 (the firm's translation; the authoritative Thai text is in the notes)
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> “The right to claim damages in carriage by air shall be extinguished if an action is not brought within a period of two years from the date of arrival of the aircraft at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped, as the case may be.
>
> The method of calculating the period under paragraph one shall be determined by the law of the country in which the court seised of the case is situated.”

The Thai words “เป็นอันระงับสิ้นไป” translate "extinguished" in Article 35 of the Montreal Convention. The period works differently from the general prescription periods in the Civil and Commercial Code, which merely allow the debtor to refuse performance once the period has run.[24] In our view you should not plan on the assumption that negotiations or an acknowledgment of debt by the carrier will interrupt the period, because a provision taken from a convention may not be interpreted in the same way as a domestic prescription period. As of the update date, we searched the Supreme Court's judgment database and found no judgment deciding this point

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under the International Carriage by Air Act. If negotiations must continue, obtain a written extension signed by every carrier involved, or file proceedings first and negotiate within the litigation.

The two years run from the date the aircraft arrived at the destination, not from the date you discovered the damage or the date your insurer paid the claim. An insurer exercising subrogation (stepping into the rights of the insured after paying the claim) is therefore bound by the same deadline as the insured, and also needs the written complaint made within fourteen days. Otherwise the rights it takes over will be met by the defense under section 44 even though the insurer itself did nothing wrong.

The limit of 26 Special Drawing Rights per kilogram

Section 39 limits the carrier's liability for cargo destroyed, lost, damaged or delayed to a sum per kilogram. The Royal Decree of 2025 revising the limits sets it at 26 Special Drawing Rights per kilogram. The limit is calculated on the weight of the packages concerned under section 40, converted into baht as at the date of judgment under section 56, and does not apply where the consignor made a special declaration of interest and paid any supplementary sum when handing over the package.

> International Carriage by Air Act B.E. 2558 (2015), section 39 (the firm's translation; the authoritative Thai text is in the notes)
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> “The liability of the carrier in the case of destruction, loss or damage of cargo, or in the case of delay of cargo, shall be limited to nineteen Special Drawing Rights per kilogram, unless the consignor, at the time when the package was handed over to the carrier, made a special declaration of interest in delivery of the package at destination and paid a supplementary sum if the case so requires.
>
> Where the consignor has made the declaration and paid the supplementary sum, if required, under paragraph one, the carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the declared sum is greater than the consignor's actual interest in delivery at destination.”

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The figure of nineteen units in section 39 is the figure enacted in 2015. Section 7 allows the limits to be revised by Royal Decree to match ICAO's five-yearly review of the limits under Article 24 of the Convention.[25] A Royal Decree of 2020 raised the figure to twenty-two units, and the Royal Decree Revising the Carrier's Limits of Liability under the Law on International Carriage by Air B.E. 2568 (2025), published in the Royal Thai Government Gazette on June 5, 2025, raised it to twenty-six units and repealed the 2020 decree.[26] Be careful: consolidated versions of the Act published in several places still show twenty-two units in a footnote, so always check the latest Royal Decree before calculating.

A worked example: three packages of electronics weighing 40 kilograms each, one of which is lost, with contents worth THB 1,200,000. The limit is 40 × 26 = 1,040 SDR. Section 40 uses the total weight of the packages concerned, and if the loss of one package affects the value of other packages on the same air waybill, for example a missing component that makes a whole set of equipment unusable, the weight of those other packages is added.[27] In that case the base weight may be 120 kilograms and the limit 3,120 SDR. Conversion into baht uses the Bank of Thailand's exchange rate on the date of judgment under section 56,[28] not the date of loss. Court fees, litigation expenses and interest are outside the limit, unless the carrier offered in writing within six months to pay a sum not less than the amount the court awards, under section 41.[29]

The law offers two ways around the limit. The first is a special declaration of interest (a declared value for carriage) at the time the package is handed over, paying any supplementary freight the carrier charges. On the air waybill this is the "declared value for carriage" box, which is separate from the value for customs. If the box reads NVD (no value declared), the per-kilogram limit applies. The second is for the carrier to agree to a higher limit or to unlimited liability under section 7/2. Conversely, a term that reduces liability below the limit is void to that extent under section 42.[30] If the conditions on the back of an air waybill still print a limit of USD 20 per kilogram, that limit has no effect to the extent it is lower than 26 SDR.

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Can gross negligence still break the limit?

Not for cargo. Section 17, which removes the limits where the carrier acted with intent or recklessly with knowledge, applies only to section 15 on delay of passengers and section 16 on baggage destroyed, lost, damaged or delayed. It does not apply to section 39, and section 54 subjects every action, however founded, to the conditions and limits of the Act. The line of judgments under section 373 of the Civil and Commercial Code that set aside limitation clauses should therefore not be applied to cases under this Act.

This is where the law changed most. Before the Act, the Supreme Court followed two lines. In the first, a limitation on the back of an air waybill was void under section 625 unless the shipper had expressly agreed to it, and the Court often found express agreement where the shipper had signed beneath a statement accepting the conditions and had not declared a value for carriage.[31] In the second, even with express agreement, the limitation could not be relied on where the goods were lost through the dishonesty or gross negligence of the carrier or its employees, under section 373, which prohibits agreements excluding liability for fraud or gross negligence.[32]

> Supreme Court Judgment No. 4673/2553 (2010)
>
> The carrier's employee at destination delivered the goods to someone other than the consignee and at a place other than that stated in the air waybill. The Supreme Court treated this as gross negligence, so the limitation on the back of the air waybill could not be enforced under section 373, and the carrier was liable for the full value of the goods.

There are three reasons why these lines should not be applied to cases under the current Act. First, the section 39 limit is not an exclusion agreed in advance by the debtor but a provision of law, so section 373, which controls the parties' agreements, has nothing to bite on. Second, section 17 confines the exception for intent or recklessness with knowledge to sections 15 and 16,[33] matching Article 22(5) of the Montreal Convention, which refers to "paragraphs 1 and 2 of this Article," that is, paragraph 1 on passenger delay and paragraph 2 on baggage, and not paragraph 3 on cargo.[34] Third, section 54 provides that an action for damages in the carriage of cargo, whether founded in contract, in tort or otherwise, may be brought only subject to the conditions and limits of the Act.[35]

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> International Carriage by Air Act B.E. 2558 (2015), section 54 (the firm's translation; the authoritative Thai text is in the notes)
>
> “In the carriage of passengers, baggage and cargo, any action for damages, whether founded on this Act, in contract, in tort or otherwise, may be brought only subject to the conditions and limits of liability set out in this Act.
>
> The injured person may not recover punitive damages or any other non-compensatory damages in an action under paragraph one.”

In our view the combined effect of these three points is that the limit for international air cargo is an unbreakable limit (a limit with no exception for serious fault), even where the cargo was stolen by the carrier's own employee. As of the update date, a search of the Supreme Court's judgment database for "carriage by air" returned 25 judgments, the most recent being Supreme Court Judgment No. 9855/2559, and every one was decided under the Civil and Commercial Code. We have therefore found no Supreme Court judgment deciding the section 39 limit directly, and the conclusion above is an academic opinion based on the text of the Act and the Convention. Evidence of dishonesty is still useful, for example to sue the employee responsible or in a case where the carriage falls outside the Act, but it should not be the main basis for calculating damages against the carrier. The protection that actually works comes before shipment: declare a value for carriage for goods of high value per kilogram, and insure the cargo for its full value.

Where to sue: the Intellectual Property and International Trade Court, and arbitration

For carriage subject to the Convention, the plaintiff may choose among four courts in a State Party under section 56/1: the court of the carrier's domicile, of its principal place of business, of its place of business through which the contract was made, or of the place of destination. Cases brought in Thailand are within the jurisdiction of the Intellectual Property and International Trade Court under section 56/4, and the parties to a contract for the carriage of cargo may agree in writing to arbitration under section 56/5.

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For a Thai exporter, the court of the carrier's place of business through which the contract was made usually means the Thai office of the airline or of the forwarder that issued the air waybill. For a Thai importer, the court at the place of destination is a Thai court.[36] A claim can therefore be brought in Thailand in almost every case and falls within the jurisdiction of the Central Intellectual Property and International Trade Court.[37] A clause choosing a foreign court made before the damage occurred is void under section 7/4, as explained above.

Section 56/5 allows the parties to a contract for the carriage of cargo to agree in writing to arbitration. For carriage subject to the Convention, however, the claimant may choose to have the arbitration take place within one of the jurisdictions in section 56/1, and if it chooses Thailand the arbitrator must apply the Act. An arbitration agreement inconsistent with that choice is void to that extent.[38] Arbitration works well when you need confidentiality, or when you have disputes with several forwarders at once. For reviewing dispute-resolution clauses before signing a long-term transport contract, see international contract review.

Comparative law: the Montreal Convention in foreign courts

The courts of States Parties interpret the Montreal Convention, and the Warsaw Convention before it, in the same way: the Convention is the exclusive route to damages from an international air carrier, so a claimant cannot avoid the limit by suing in tort under domestic law. That principle matches section 54 of the Thai Act.

Article 29 of the Montreal Convention provides that in the carriage of passengers, baggage and cargo any action for damages, however founded, can only be brought subject to the conditions and limits set out in the Convention, and that punitive damages are not recoverable.[39] The Supreme Court of the United States laid down this principle under the Warsaw Convention in El Al Israel Airlines, Ltd. v. Tsui Yuan Tseng, 525 U.S. 155 (1999): where the facts do not meet the Convention's conditions of liability, the claimant cannot sue under local law instead, because the purpose of the Convention is uniform carrier liability worldwide.[40] For businesses in Thailand, the consequence is that advice to sue in tort to escape the limit does not work for international air cargo claims.

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Siemens v Schenker, discussed above under the period of carriage, shows the other side of the same principle. Where the damage occurs outside the scope of the Convention, the terms of the air waybill still bind the parties under the general law of contract. In a Thai setting, where damage occurs while a truck is taking cargo from Suvarnabhumi Airport to a factory in an industrial estate, the first question is whether the trucking was performed for delivery under the contract of carriage by air. If it was, the presumption in section 37 paragraph four (1) helps you. If not, the claim falls under the carriage provisions of the Civil and Commercial Code and the terms of the transport document for that leg.

Law and economics of the per-kilogram limit and the declared value

Strict liability puts losses on the carrier, which controls handling and warehousing better than anyone else. The per-kilogram limit combined with the declared value lets a shipper who knows what its cargo is worth choose between paying extra freight for the carrier to bear the risk, or insuring the cargo itself.

In "Strict Liability versus Negligence," Steven Shavell explains that where only the injurer can affect both the level of care and the level of activity, strict liability gives better incentives on both than a negligence rule.[41] In an air cargo warehouse the shipper neither sees nor controls the handling, the temperature control or the security. Section 37 therefore places the burden on the party that can prevent the loss at lower cost.

The difficulty with strict liability is that the carrier does not know what is in the box. Two boxes of the same weight may hold clothing, or circuit boards worth a hundred times more. If carriers always had to pay full value, average freight rates would rise for everyone, and shippers of low-value goods would subsidize shippers of high-value goods. This has the same structure as the problem of asymmetric information (one party knows something the other does not) that George Akerlof analyzed.[42] Lucian Bebchuk and Steven Shavell analyzed the rule in Hadley v. Baxendale and showed that limiting liability to ordinary losses gives the party facing unusually high losses an incentive to disclose that information to the other side.[43] The per-kilogram limit with a

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declared value in section 39 is the same mechanism: the shipper of high-value goods discloses the value and pays more freight, and the carrier can then manage the risk for that package appropriately, for example with a secure room or an escort.

The practical conclusion from this angle is that an unbreakable limit is not always unfair to shippers. It allocates to the shipper the choice of risk-management tool. For goods whose value per kilogram is far above about 26 SDR, choosing neither to declare a value nor to insure is a choice to keep the excess risk yourself.

What to do from the day the cargo is collected

When air cargo is damaged or lost, inspect it before signing for it, send a written complaint within fourteen days under section 44, collect every air waybill in the chain, notify your insurer, calculate the limit under section 39, and diary the two-year date under section 55.

1. Inspect before you sign. At the inbound warehouse, photograph the packages, labels and seals, weigh them against the air waybill, and note any irregularity on the delivery receipt.
2. Send the written complaint within fourteen days of receipt for damage, or twenty-one days for delay, under section 44, to both the contracting carrier and the actual carrier.
3. Collect the documents in the chain: the house and master air waybills, commercial invoice, packing list, customs declaration and tracking history.
4. Notify your insurer and arrange a survey so that the survey report identifies the cause and when the damage most likely occurred.
5. Calculate the limit under sections 39 and 40 at 26 SDR per kilogram, and check the declared-value box on the air waybill.
6. Diary the time bar: two years from the date the aircraft arrived or ought to have arrived at the destination under section 55, and plan to file at least three months before that date.

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Exporters should add two steps before shipment. First, decide whether to declare a value for carriage for goods of high value per kilogram. Second, check the delivery term in the sale contract, such as FCA or CPT under Incoterms (the International Chamber of Commerce's trade terms), to know when risk passes to the buyer and which party is entitled to claim against the carrier.

Claim assessment and air cargo litigation

We assess claims for damages against air carriers under Thailand's International Carriage by Air Act B.E. 2558 (2015) and the Montreal Convention, from identifying the contracting and actual carriers, checking the complaint and the time bar, and calculating the limit, through negotiation and proceedings in the Intellectual Property and International Trade Court or in arbitration.

1. Applicable law: sections 4 and 7/4, the treaty status of the countries of departure and destination, and any choice-of-court clause in the air waybill.
2. Defendants: tracing the chain of air waybills to separate the contracting carrier, the actual carrier and successive carriers under sections 3, 45 and 48.
3. Deadlines: the written complaint under section 44 and the date the right of action is extinguished under section 55.
4. Amount recoverable: the value of the loss, the limit under sections 39 and 40, the effect of any declared value, and interest and costs under section 41.
5. Coordination with insurers on subrogation and the documents to be handed on, so that no party's rights are lost.
6. Negotiation or proceedings: letters of claim, time-extension agreements, statements of claim, or a request for arbitration under section 56/5.

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A 45-minute consultation on one matter costs THB 4,900 and suits clients who need to know whether they still have a claim, how much time remains for the complaint and the time bar, and roughly how much can be recovered. For letters of claim, negotiation and litigation, we quote a fee in writing based on the scope of work before any work begins.

Questions before instructing us

Questions that importers, exporters, freight forwarders and cargo insurers often ask when cargo is damaged, lost or delayed in international carriage by air, and before instructing us to assess a claim under Thailand's International Carriage by Air Act B.E. 2558 (2015).

How many days do I have to notify the airline of damaged air cargo in Thailand?

You must complain in writing forthwith after discovering the damage and at the latest within fourteen days of receiving the cargo. For delay, the complaint must be made within twenty-one days of receiving the cargo, under section 44. If you do not complain in time, no action lies against the carrier unless the carrier acted fraudulently.

What is the most an air carrier must pay for lost or damaged cargo?

No more than 26 Special Drawing Rights per kilogram of the packages concerned, under section 39 and the 2025 Royal Decree revising the limits, converted into baht at the date of judgment, unless the consignor declared a value for carriage and paid any supplementary sum when handing over the package.

How long do I have to sue for air cargo damage?

Two years from the date the aircraft arrived at the destination, or ought to have arrived, or the date the carriage stopped, under section 55. If proceedings are not brought within that period, the right of action is extinguished.

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If the carrier's staff stole the cargo, does the limit still apply?

In our view it does, because section 17, which removes the limits for intent or recklessness with knowledge, applies only to passengers and baggage, and section 54 subjects every action to the limits of the Act. The judgments under section 373 of the Civil and Commercial Code predate the Act, and we have found no Supreme Court judgment on the point under the new Act.

Is a freight forwarder liable in the same way as the airline?

Yes, if it is a contracting carrier, for example where it issued the air waybill in its own name and collected freight from the shipper. Section 48 makes the contracting carrier liable for the whole carriage, and section 56/2 lets the plaintiff sue the contracting carrier, the actual carrier or both.

How are fees for a claim assessment charged?

We start with a 45-minute consultation on one matter for THB 4,900. For letters of claim, negotiation and litigation, we quote a fee in writing based on the scope of work before any work begins.

Responsible adviser

Air cargo damage claims are handled by Eksiam Chaisorn, Legal Consultant, founder and managing director of Eksiam & Partners Co., Ltd., who advises on international trade law, including carriage by air and by sea, cargo insurance and commercial dispute resolution.

Education relevant to this work: Master's level, Master of Laws (LL.M.) program, International Trade Law, Faculty of Law, Thammasat University; Master's level, Master of Laws (LL.M.) program, International Law (International Investment Law), Faculty of Law, Chulalongkorn University; and Master's level, Master of Laws (LL.M.) program, Financial and Tax Law, Faculty of Law, Chulalongkorn University. Full profile and qualifications

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Notes

1. Supreme Court Judgment No. 5136/2550 (2007) held that carriage of goods by air is a form of carriage, so section 625 of the Civil and Commercial Code applies, and that a limit of USD 20 per kilogram could be relied on against a shipper who had not declared a value for carriage, and against the consignee and a subrogated insurer under section 627 of that Code. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

2. The International Carriage by Air Act B.E. 2558 (2015) was published in the Royal Thai Government Gazette, Volume 132, Part 10 Kor, on February 13, 2015 and, under section 2, came into force ninety days after publication. It was amended by the International Carriage by Air Act (No. 2) B.E. 2560 (2017), Royal Thai Government Gazette, Volume 134, Part 56 Kor, May 26, 2017, in force August 24, 2017 (according to the note to the consolidated text of the Civil Aviation Authority of Thailand). ICAO reported that Thailand deposited its instrument of accession to the Montreal Convention on August 3, 2017 and that the Convention entered into force for Thailand on October 2, 2017 (icao.int, read October 15, 2026).

3. International Carriage by Air Act B.E. 2558 (2015), section 4, paragraph one and paragraph three, Thai text: “พระราชบัญญัตินี้ให้ใช้บังคับแก่การรับขนทางอากาศเพื่อสินจ้างรางวัล รวมถึงการรับขนทางอากาศแบบให้เปล่าที่ดำเนินการโดยบุคคลซึ่งประกอบการรับขนทางอากาศเพื่อบำเหน็จเป็นทางค้าปกติด้วย ไม่ว่าการรับขนนั้นจะเป็นการรับขนทางอากาศระหว่างประเทศหรือการรับขนทางอากาศระหว่างประเทศที่อยู่ภายใต้อนุสัญญา การรับขนที่ดำเนินการโดยผู้ขนส่งหลายคนหลายทอดต่อเนื่องกันให้ถือว่าเป็นการรับขนเดียวโดยไม่แบ่งแยก ถ้าการรับขนนั้นคู่สัญญาได้ถือว่าเป็นการดำเนินการเดียว ไม่ว่าจะได้ตกลงกันในรูปของสัญญาฉบับเดียวหรือสัญญาเป็นชุด และย่อมไม่สูญเสียลักษณะของการรับขนทางอากาศระหว่างประเทศเพียงเพราะจะต้องดำเนินการทั้งหมดภายในอาณาเขตของประเทศเดียวกันตามสัญญาฉบับเดียวหรือสัญญาเป็นชุด” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

4. International Carriage by Air Act B.E. 2558 (2015), section 7/4, Thai text: “ข้อกำหนดใด ๆ ที่มีอยู่ในสัญญารับขนและความตกลงพิเศษทั้งปวงซึ่งมีผลใช้บังคับก่อนความเสียหายเกิดขึ้น โดยคู่สัญญามุ่งหมายที่จะไม่ใช้กฎเกณฑ์ที่กำหนดในพระราชบัญญัตินี้ไม่ว่าจะเป็นการกำหนดกฎหมายที่จะใช้บังคับหรือการเปลี่ยนแปลงกฎเกณฑ์เกี่ยวกับเขตอำนาจศาล ย่อมเป็นโมฆะ” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

5. International Carriage by Air Act B.E. 2558 (2015), section 24, Thai text: “ในการรับขนของ ให้มีการส่งมอบใบตราส่งทางอากาศ วิธีอื่นซึ่งมีบันทึกการรับขนของที่จะดำเนินการ อาจใช้แทนการส่งมอบใบตราส่งทางอากาศได้และถ้ามีการใช้วิธีอื่นและผู้ตราส่งร้องขอ ให้ผู้ขนส่งส่งมอบใบรับของซึ่งบ่งบอกข้อมูลของที่ส่งและการเข้าถึงข้อมูลที่มีอยู่ในบันทึกโดยวิธีอื่นนั้นให้แก่ผู้ตราส่ง” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

6. International Carriage by Air Act B.E. 2558 (2015), section 31, paragraph one, Thai text: “ใบตราส่งทางอากาศหรือใบรับของ ถือเป็นพยานหลักฐานเบื้องต้นของการทำสัญญา การรับของ และเงื่อนไขการรับขนที่ระบุไว้ในใบตราส่งทางอากาศหรือใบรับของนั้น” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

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7. International Carriage by Air Act B.E. 2558 (2015), section 3, Thai text of the definitions: ““ผู้ขนส่ง” หมายความว่า บุคคลซึ่งประกอบการรับขนทางอากาศเพื่อบำเหน็จเป็นทางค้าปกติไม่ว่าจะเป็นผู้ขนส่งตามสัญญาหรือผู้ขนส่งตามความเป็นจริง และให้หมายความรวมถึงบุคคลซึ่งรับขนคนโดยสาร สัมภาระ หรือของทางอากาศโดยอากาศยาน”, ““ผู้ขนส่งตามสัญญา” หมายความว่า ผู้ขนส่งซึ่งเป็นผู้ทำสัญญารับขนทางอากาศกับคนโดยสารผู้ตราส่ง หรือบุคคลซึ่งกระทำการในนามของคนโดยสารหรือผู้ตราส่ง”, ““ผู้ขนส่งตามความเป็นจริง” หมายความว่า ผู้ขนส่งซึ่งดำเนินการรับขนทางอากาศ ตลอดเส้นทางหรือบางส่วนของเส้นทางโดยอาศัยอำนาจของผู้ขนส่งตามสัญญา”, ““ของ” หมายความว่า สังหาริมทรัพย์ที่ผู้ตราส่งส่งมอบให้อยู่ในความดูแลของผู้ขนส่งเพื่อทำการรับขนทางอากาศ” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

8. International Carriage by Air Act B.E. 2558 (2015), section 48, Thai text: “ถ้าผู้ขนส่งตามความเป็นจริงดำเนินการรับขนตลอดเส้นทางหรือบางส่วนของเส้นทางการรับขนตามมาตรา 47 ให้ผู้ขนส่งตามสัญญาและผู้ขนส่งตามความเป็นจริงอยู่ภายใต้บังคับแห่งพระราชบัญญัตินี้ โดยให้ผู้ขนส่งตามสัญญารับผิดสำหรับการรับขนทั้งหมดตามที่มุ่งหมายในสัญญา ส่วนผู้ขนส่งตามความเป็นจริงให้รับผิดเฉพาะการรับขนในส่วนที่ตนเป็นผู้ดำเนินการเท่านั้น เว้นแต่จะได้บัญญัติไว้เป็นอย่างอื่นในหมวดนี้” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

9. International Carriage by Air Act B.E. 2558 (2015), section 56/2, Thai text: “การฟ้องเรียกร้องค่าเสียหายเกี่ยวกับการรับขนที่ดำเนินการโดยผู้ขนส่งตามความเป็นจริง อาจฟ้องผู้ขนส่งตามความเป็นจริงหรือผู้ขนส่งตามสัญญาหรือทั้งสองรายรวมกันหรือแยกกัน ตามแต่โจทก์จะเลือก ถ้าโจทก์ฟ้องคดีต่อผู้ขนส่งตามความเป็นจริงหรือผู้ขนส่งตามสัญญาเพียงรายเดียว ผู้ขนส่งที่ถูกฟ้องมีสิทธิเรียกผู้ขนส่งที่ไม่ได้ถูกฟ้องเข้ามาในคดีได้ กระบวนพิจารณาคดีและผลแห่งคดีให้ใช้กฎหมายแห่งประเทศซึ่งศาลที่พิจารณาพิพากษาคดีตั้งอยู่” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

10. International Carriage by Air Act B.E. 2558 (2015), section 45, Thai text: “ในกรณีที่การรับขนของดำเนินการโดยผู้ขนส่งหลายคนหลายทอดซึ่งเป็นการรับขนเดียวโดยไม่แบ่งแยกตามมาตรา 4 วรรคสาม ผู้ขนส่งแต่ละทอดย่อมอยู่ภายใต้บังคับแห่งพระราชบัญญัตินี้ และให้ถือว่าเป็นคู่สัญญาคนหนึ่งของสัญญารับขนทางอากาศเท่าที่เกี่ยวกับส่วนของการรับขนซึ่งดำเนินการภายใต้การควบคุมดูแลของผู้ขนส่งทอดนั้น ในกรณีที่มีการรับขนตามวรรคหนึ่ง ผู้ตราส่งย่อมมีสิทธิฟ้องผู้ขนส่งทอดแรก และผู้รับตราส่งที่มีสิทธิรับมอบของย่อมมีสิทธิฟ้องผู้ขนส่งทอดสุดท้าย นอกจากนั้นผู้ตราส่งหรือผู้รับตราส่งยังอาจฟ้องผู้ขนส่งทอดที่ดำเนินการรับขนในระหว่างที่ของถูกทำลาย สูญหาย หรือเสียหาย หรือกรณีที่ของล่าช้าเกิดขึ้นได้ด้วย ทั้งนี้ ผู้ขนส่งทุกทอดที่กล่าวมานั้นจะต้องรับผิดร่วมกันและแทนกันต่อผู้ตราส่งหรือผู้รับตราส่ง” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

11. Supreme Court Judgment No. 13102/2557 (2014). Defendants 1 to 3 used the UPS name and a common claim form. The Court found that they were companies in one network jointly carrying on the business of carriage, so defendants 2 and 3 were joint carriers of the goods. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.) Supreme Court Judgment No. 5775/2555 (2012). Defendants 2 and 3 were separate companies that both used the DHL name; defendant 3 collected freight on the network's behalf and handled inbound shipments in Thailand. The Court held that they shared an interest in carrying on the carriage in question (decided under sections 617 and 618 of the Civil and Commercial Code). (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

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12. Supreme Court Judgment No. 173/2551 (2008). An airline sold belly-hold space on its passenger aircraft to a courier company, which offered the service in its own name. Because the goods travelled on the airline's aircraft, the Court treated the airline as one of several successive carriers, jointly liable for the loss under section 618 of the Civil and Commercial Code. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

13. International Carriage by Air Act B.E. 2558 (2015), section 37, Thai text: “ผู้ขนส่งต้องรับผิดในความเสียหายที่เกิดขึ้นจากการที่ของถูกทำลาย สูญหาย หรือเสียหาย โดยมีเงื่อนไขว่าเหตุการณ์ที่ก่อให้เกิดความเสียหายนั้นเกิดขึ้นในระหว่างการรับขนทางอากาศ ผู้ขนส่งไม่ต้องรับผิดในความเสียหายที่เกิดขึ้น หากพิสูจน์ได้ว่าการที่ของถูกทำลาย สูญหาย หรือเสียหายนั้นเป็นผลมาจากเหตุหนึ่งเหตุใด ดังต่อไปนี้ (1) ความชำรุดบกพร่อง คุณภาพ หรือการเสื่อมสภาพแห่งของนั้นเอง (2) การบรรจุหีบห่อที่บกพร่องแห่งของนั้น ซึ่งกระทำโดยบุคคลอื่นที่มิใช่ผู้ขนส่งหรือลูกจ้างหรือตัวแทนของผู้ขนส่ง (3) การปฏิบัติการทางสงครามหรือการขัดแย้งทางอาวุธ (4) การกระทำของเจ้าหน้าที่ซึ่งปฏิบัติหน้าที่อันเกี่ยวกับการนำของเข้า การนำของออกหรือการนำของผ่านแดน การรับขนทางอากาศตามมาตรานี้ ให้หมายความรวมถึงช่วงเวลาที่ของอยู่ในหน้าที่ดูแลรักษาของผู้ขนส่งด้วย ช่วงเวลาของการรับขนทางอากาศ ไม่รวมถึงการรับขนทางบก ทางทะเล หรือทางน้ำ ภายในประเทศที่ดำเนินการนอกท่าอากาศยาน เว้นแต่ (1) การรับขนทางบก ทางทะเล หรือทางน้ำนั้น เกิดขึ้นในการปฏิบัติการตามสัญญาสำหรับการรับขนทางอากาศเพื่อวัตถุประสงค์ในการขนขึ้น การขนลง การส่งมอบ หรือการถ่ายลำ ในกรณีเช่นนี้ให้สันนิษฐานไว้ก่อนว่าความเสียหายที่เกิดขึ้นเป็นผลมาจากเหตุการณ์ที่เกิดขึ้นในระหว่างการรับขนทางอากาศเว้นแต่จะพิสูจน์ได้เป็นอย่างอื่น (2) ผู้ขนส่งใช้การขนส่งรูปแบบอื่นโดยไม่ได้รับความยินยอมจากผู้ตราส่งตลอดเส้นทางหรือบางส่วนของเส้นทางแทนการรับขนซึ่งคู่สัญญาได้ทำความตกลงให้ทำการรับขนทางอากาศไว้ ให้ถือว่าการขนส่งรูปแบบอื่นนั้นอยู่ในช่วงเวลาของการรับขนทางอากาศด้วย” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

14. Montreal Convention, Article 18(1): “The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.” (English text as scheduled to the Carriage by Air Act 1961 (UK), Schedule 1B, legislation.gov.uk, read October 15, 2026.) The consolidated Thai text published by the Civil Aviation Authority of Thailand reads “โดยมีเงื่อนไขเพียงว่า” (on condition only that) in section 37 paragraph one, while the Office of the Council of State version reads “โดยมีเงื่อนไขว่า” (on condition that). We quote the Council of State version. The difference does not change the legal result, because neither version imposes any condition other than that the event occurred during the carriage by air.

15. International Carriage by Air Act B.E. 2558 (2015), section 13, paragraphs one and three, Thai text: “ถ้าผู้ขนส่งพิสูจน์ได้ว่าผู้เรียกร้องค่าสินไหมทดแทน หรือบุคคลซึ่งผู้เรียกร้องค่าสินไหมทดแทนได้รับสิทธิมาเป็นผู้ก่อให้เกิดหรือมีส่วนในความเสียหายจากความประมาทเลินเล่อหรือการกระทำหรือละเว้นการกระทำโดยมิชอบ ผู้ขนส่งย่อมพ้นจากความรับผิดทั้งหมดหรือบางส่วนเพียง เท่า ที่เกิด จาก ความ ประมาทเลินเล่อ หรือ การกระทำ หรือ ละเว้น การกระทำ โดยมิชอบ ความใน มาตรา นี้ ให้ใช้ บังคับ แก่บทบัญญัติทั้งปวงว่าด้วยความรับผิดตามที่กำหนดไว้ในพระราชบัญญัตินี้” (updated text of the Office of the Council of State, searchlaw.ocs.go.th, read October 15, 2026). Section 13 corresponds to Article 20 of the Montreal Convention on exoneration.

16. Siemens Ltd v Schenker International (Australia) Pty Ltd [2004] HCA 11, High Court of Australia, judgment of March 9, 2004. Telecommunications equipment carried by air from Germany to Melbourne fell from a truck through the driver's negligence while being taken from Tullamarine Airport to a warehouse. A 3-2 majority held that the Warsaw Convention did not extend to the road leg outside the airport, but that the USD 20 per kilogram limitation in the air waybill applied to that road leg as a matter of contract (the High Court's judgment summary, hcourt.gov.au, read October 15, 2026).

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17. International Carriage by Air Act B.E. 2558 (2015), section 46, Thai text: “ภายใต้บังคับมาตรา 37 วรรคสี่ ในกรณีที่มีการรับขนร่วมกันและได้ดำเนินการส่วนหนึ่งโดยทางอากาศและส่วนอื่นโดยการรับขนโดยรูปแบบอื่น ให้ใช้บทบัญญัติแห่งพระราชบัญญัตินี้บังคับเฉพาะกับช่วงที่ดำเนินการรับขนทางอากาศ การรับขนร่วมกันตามวรรคหนึ่ง คู่สัญญาจะระบุข้อกำหนดเกี่ยวกับการรับขนโดยรูปแบบอื่นไว้ในเอกสารการรับขนทางอากาศด้วยก็ได้” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

18. International Carriage by Air Act B.E. 2558 (2015), section 38, Thai text: “ให้นำความในมาตรา 12 มาใช้บังคับแก่ความรับผิดของผู้ขนส่งในความเสียหายที่เกิดขึ้นจากกรณีล่าช้าในการรับขนของโดยอนุโลม” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.) Section 12, Thai text: “ผู้ขนส่งต้องรับผิดในความเสียหายที่เกิดขึ้นจากกรณีล่าช้าในการรับขนทางอากาศซึ่งคนโดยสารหรือสัมภาระ เว้นแต่จะพิสูจน์ได้ว่าผู้ขนส่ง และลูกจ้างและตัวแทนของผู้ขนส่งได้ดำเนินมาตรการทั้งปวงที่ควรต้องกระทำเพื่อหลีกเลี่ยงความเสียหายนั้น หรือเป็นการพ้นวิสัยที่ผู้ขนส่ง และลูกจ้างและตัวแทนของผู้ขนส่งจะดำเนินมาตรการทั้งปวงที่ควรต้องกระทำเพื่อหลีกเลี่ยงความเสียหายนั้น”

19. Supreme Court Judgment No. 7157/2555 (2012). The customer chose air freight, about ten times the cost of sea freight, because it needed the goods urgently. Although the air waybill stated no arrival date, the parties evidently intended rapid carriage, and a transit longer than carriage by sea would have taken was abnormal delay. A carrier relying on a storm as force majeure had to prove the details of the storm and its effect on the flight schedule (decided under section 616 of the Civil and Commercial Code). (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

20. International Carriage by Air Act B.E. 2558 (2015), section 33, paragraph three, Thai text: “ถ้าผู้ขนส่งยอมรับการสูญหายแห่งของ หรือถ้าของยังมาไม่ถึงเมื่อพ้นกำหนดเจ็ดวันนับแต่วันที่ของนั้นควรจะมาถึง ผู้รับตราส่งชอบที่จะบังคับเอาแก่ผู้ขนส่งซึ่งสิทธิทั้งหลายอันเกิดแต่สัญญารับขนทางอากาศนั้นได้” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

21. Supreme Court Judgment No. 13102/2557 (2014). The goods were machinery spare parts for which the buyer paid air freight to receive them quickly. They were found more than six months after the delivery date. The Court held that this had the effect of loss: the consignee was entitled to refuse the goods once found, and a shipper who entered “NVD” (no value declared) in the declared-value box accepted the USD 20 per kilogram limitation. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

22. International Carriage by Air Act B.E. 2558 (2015), section 44, Thai text: “การที่ผู้มีสิทธิรับของได้รับมอบของโดยไม่มีการทักท้วง ย่อมเป็นพยานหลักฐานเบื้องต้นว่าได้มีการส่งมอบของที่อยู่ในสภาพดีและตรงตามใบตราส่งทางอากาศหรือใบรับของหรือบันทึกโดยวิธีอื่นตามมาตรา 24 วรรคสอง ในกรณีที่มีความเสียหายเกิดขึ้นแก่ของ ผู้มีสิทธิรับของต้องทักท้วงต่อผู้ขนส่งภายหลังจากที่พบความเสียหายนั้นโดยพลัน และอย่างช้าที่สุดภายในสิบสี่วันนับแต่วันที่ได้รับมอบของดังกล่าว ในกรณีล่าช้าในการรับขน ผู้มีสิทธิรับของต้องทักท้วงต่อผู้ขนส่งภายในยี่สิบเอ็ดวันนับแต่วันที่ผู้มีสิทธิรับของได้รับของนั้น การทักท้วงตามมาตรานี้ ต้องทำเป็นหนังสือและมอบหรือส่งให้ถึงผู้ขนส่งภายในระยะเวลาตามวรรคสองหรือวรรคสาม แล้วแต่กรณี ในกรณีที่ผู้มีสิทธิรับของไม่ทักท้วงภายในระยะเวลาที่กำหนดตามวรรคสองหรือวรรคสาม จะฟ้องผู้ขนส่งมิได้ เว้นแต่เป็นกรณีกลฉ้อฉลของฝ่ายผู้ขนส่ง” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.) Section 7/5, Thai text: “วันตามพระราชบัญญัตินี้หมายถึงวันติดต่อกันตามปฏิทิน” Section

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50, Thai text: “การทักท้วงที่จะทำต่อผู้ขนส่งหรือคำสั่งที่จะแจ้งแก่ผู้ขนส่งตามพระราชบัญญัตินี้ ให้มีผลเช่นเดียวกัน ไม่ว่าจะแจ้งแก่ผู้ขนส่งตามสัญญาหรือผู้ขนส่งตามความเป็นจริง แต่คำสั่งตามมาตรา 32 จะมีผลต่อเมื่อได้แจ้งคำสั่งนั้นแก่ผู้ขนส่งตามสัญญาแล้วเท่านั้น”

23. Montreal Convention, Article 31(2): “In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his or her disposal.” (English text as scheduled to the Carriage by Air Act 1961 (UK), Schedule 1B, legislation.gov.uk, read October 15, 2026.)

24. International Carriage by Air Act B.E. 2558 (2015), section 55, Thai text: “สิทธิในการฟ้องเรียกค่าเสียหายจากการรับขนทางอากาศเป็นอันระงับสิ้นไป ถ้าไม่มีการฟ้องคดีภายในระยะเวลาสองปีนับแต่วันที่อากาศยานถึงถิ่นปลายทาง หรือนับแต่วันที่อากาศยานนั้นควรจะได้ถึงแล้ว หรือนับแต่วันที่การรับขนได้หยุดลง แล้วแต่กรณี วิธีการคำนวณระยะเวลาตามวรรคหนึ่งให้เป็นไปตามกฎหมายแห่งประเทศซึ่งศาลที่พิจารณาพิพากษาคดีตั้งอยู่” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.) Article 35(1) of the Montreal Convention uses the word “extinguished”.

25. International Carriage by Air Act B.E. 2558 (2015), section 39, Thai text: “ความรับผิดของผู้ขนส่งในกรณีที่ของถูกทำลาย สูญหาย หรือเสียหาย หรือในกรณีที่ของล่าช้า ให้จำกัดไว้เพียงสิบเก้าหน่วยสิทธิพิเศษถอนเงินต่อหนึ่งกิโลกรัม เว้นแต่ในขณะที่ส่งมอบหีบห่อให้แก่ผู้ขนส่ง ผู้ตราส่งได้บอกกล่าวไว้เป็นพิเศษถึงส่วนได้เสียที่จะได้รับในการส่งมอบหีบห่อ ณ ถิ่นปลายทางและได้ชำระเงินเพิ่มเติมในกรณีที่ต้องชำระแล้ว ในกรณีที่ผู้ตราส่งได้บอกกล่าวและได้ชำระเงินเพิ่มเติมในกรณีที่ต้องชำระตามวรรคหนึ่งแล้ว ผู้ขนส่งย่อมต้องรับผิดชำระเงินจำนวนไม่เกินที่บอกกล่าวไว้ เว้นแต่พิสูจน์ได้ว่าจำนวนเงินที่บอกกล่าวไว้นั้นสูงกว่าส่วนได้เสียที่แท้จริงที่ผู้ตราส่งจะได้รับเมื่อมีการส่งมอบ ณ ถิ่นปลายทาง” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.) Section 7, Thai text: “เกณฑ์จำกัดความรับผิดของผู้ขนส่งตามพระราชบัญญัตินี้อาจเปลี่ยนแปลงได้ตามที่กำหนดในพระราชกฤษฎีกา”

26. Royal Decree Revising the Carrier's Limits of Liability under the Law on International Carriage by Air B.E. 2568 (2025) (Royal Thai Government Gazette, Volume 142, Part 38 Kor, page 30, June 5, 2025), section 4 (4), revises the limit under section 39 to twenty-six Special Drawing Rights per kilogram, in force from the day after publication, and repeals the Royal Decree of B.E. 2563 (2020), which had set twenty-two units (information and English translation from caat.or.th, read October 15, 2026). The Civil Aviation Authority of Thailand states that ICAO reviewed the limits under Article 24 of the Montreal Convention and that the revised limits took effect for all States Parties on December 28, 2024, with the Article 22(3) limit at 26 Special Drawing Rights per kilogram (caat.or.th). The consolidated text of the Act published by the CAAT in 2017 still carries a footnote with the figure set by the 2020 Royal Decree, so it must be read together with the 2025 Royal Decree.

27. International Carriage by Air Act B.E. 2558 (2015), section 40, Thai text: “ในกรณีที่ของบางส่วนหรือสิ่งใด ๆ ที่อยู่ในของนั้นถูกทำลาย สูญหาย หรือเสียหายหรือในกรณีที่ของล่าช้า น้ำหนักที่จะใช้เป็นข้อพิจารณาในการกำหนดจำนวนเงินสำหรับการจำกัดความรับผิดของผู้ขนส่ง ให้คิดน้ำหนักทั้งหมดของหีบห่อที่ถูกทำลาย สูญหาย เสียหาย หรือล่าช้า แล้วแต่กรณี ถ้าการถูกทำลาย สูญหาย เสียหาย หรือกรณีล่าช้าแก่บางส่วนแห่งของหรือแก่สิ่งใด ๆ ที่อยู่ในของนั้นมีผลกระทบต่อมูลค่าของหีบห่ออื่นที่ส่งโดยใบตราส่งทางอากาศเดียวกัน หรือใบรับของเดียวกันหรือบันทึกเดียวกันที่บันทึกโดยวิธีอื่นตามมาตรา 24 วรรคสอง ให้ใช้น้ำหนักทั้งหมดของหีบห่อเดียวหรือหลายหีบห่อเช่นว่านั้นเป็นข้อพิจารณาในการกำหนดเกณฑ์จำกัดความรับผิดของผู้ขนส่งด้วย” (Thai

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text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

28. International Carriage by Air Act B.E. 2558 (2015), section 56, Thai text: “ในกรณีที่มีการฟ้องคดีตามพระราชบัญญัตินี้ การแปลงหน่วยสิทธิพิเศษถอนเงินให้เป็นสกุลเงินบาท ให้คำนวณ ณ วันที่ศาลมีคำพิพากษา โดยใช้อัตราแลกเปลี่ยนตามประกาศของธนาคารแห่งประเทศไทย” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

29. International Carriage by Air Act B.E. 2558 (2015), section 41, Thai text: “เกณฑ์จำกัดความรับผิดที่กำหนดในมาตรา 39 ไม่กระทบถึงการพิพากษาของศาลที่จะให้มีการชำระค่าธรรมเนียมศาลและค่าใช้จ่ายในการดำเนินคดีพร้อมทั้งดอกเบี้ยให้แก่โจทก์ ความในวรรคหนึ่งไม่ใช้บังคับในกรณีที่จำนวนค่าเสียหายที่ศาลพิพากษาให้แก่โจทก์ไม่เกินจำนวนเงินที่ผู้ขนส่งได้เสนอที่จะชำระให้แก่โจทก์เป็นหนังสือภายในระยะเวลาหกเดือนนับแต่วันที่เกิดเหตุที่ทำให้เกิดความเสียหาย หรือก่อนวันยื่นฟ้องคดีถ้าได้ฟ้องคดีก่อนสิ้นระยะเวลาดังกล่าว โดยเมื่อคำนวณแล้วโจทก์มีสิทธิได้รับไม่เกินเกณฑ์จำกัดความรับผิดที่กำหนดไว้ในมาตรา 39” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

30. International Carriage by Air Act B.E. 2558 (2015), section 42, Thai text: “ข้อกำหนดใด ๆ ในการรับขนของที่มุ่งจะปลดเปลื้องผู้ขนส่งให้หลุดพ้นจากความรับผิดหรือที่มุ่งกำหนดเกณฑ์จำกัดความรับผิดให้ต่ำกว่าที่บัญญัติไว้ในพระราชบัญญัตินี้ให้ข้อกำหนดนั้นเป็นโมฆะแต่ความเป็นโมฆะของข้อกำหนดเช่นว่านั้นไม่ทำให้สัญญาทั้งฉบับเป็นโมฆะ และสัญญานั้นยังคงอยู่ภายใต้บังคับแห่งพระราชบัญญัตินี้” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.) Section 7/2, Thai text: “ผู้ขนส่งอาจกำหนดให้สัญญารับขนมีเกณฑ์จำกัดความรับผิดสูงกว่าที่กำหนดไว้ในพระราชบัญญัตินี้ หรือไม่มีเกณฑ์จำกัดความรับผิดก็ได้”

31. Supreme Court Judgment No. 8195/2554 (2011). The shipper signed beneath a statement accepting the limitation on the reverse of the air waybill and left the declared-value box blank to avoid extra freight. This was express consent under section 625 of the Civil and Commercial Code, and a limit of USD 100 per shipment or USD 20 per kilogram between businesses was not an unfair contract term. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.) Supreme Court Judgment No. 468/2551 (2008). The shipper had stated the nature and value of the goods (watches) and had not expressly agreed to the limitation on the reverse of the air waybill, so the limitation was void under section 625. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.) Supreme Court Judgment No. 9855/2559 (2016). A statement that “goods without an assessed value will be compensated up to THB 500 if damaged”, to which the shipper had not agreed, was void under section 625. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

32. Supreme Court Judgment No. 4673/2553 (2010). The carrier's employee at destination delivered the goods to someone other than the consignee. The Court treated this as gross negligence, so the limitation on the reverse of the air waybill could not be enforced under section 373 of the Civil and Commercial Code. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.) Supreme Court Judgments Nos. 4674/2553 and 4672/2553 (2010) reached the same result where goods were lost through dishonesty or delivery to the wrong address. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.) Supreme Court Judgment No. 7970/2549 (2006). Even where the shipper had expressly agreed to a limitation, the carrier could not rely on it when the goods were lost through dishonesty or gross negligence. (Thai text read on deka.supremecourt.or.th, October 15, 2026; summary by the firm.)

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33. International Carriage by Air Act B.E. 2558 (2015), section 17, Thai text: “บทบัญญัติมาตรา 15 และมาตรา 16 มิให้ใช้บังคับหากพิสูจน์ได้ว่าความเสียหายนั้นเป็นผลมาจากการกระทำหรือละเว้นการกระทำของผู้ขนส่ง หรือลูกจ้างหรือตัวแทนของผู้ขนส่งโดยจงใจก่อให้เกิดความเสียหาย หรือโดยละเลยไม่เอาใจใส่ทั้งที่รู้ว่าความเสียหายนั้นอาจเกิดขึ้นได้ ทั้งนี้ หากเป็นกรณีการกระทำหรือละเว้นการกระทำของลูกจ้างหรือตัวแทนของผู้ขนส่ง ต้องพิสูจน์ได้ว่าลูกจ้างหรือตัวแทนของผู้ขนส่งนั้นได้กระทำภายในขอบเขตหน้าที่การงานของตน” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

34. Montreal Convention, Article 22(3): “In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of 17 Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor’s actual interest in delivery at destination.” Article 22(5): “The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.” (English text as scheduled to the Carriage by Air Act 1961 (UK), Schedule 1B, legislation.gov.uk, read October 15, 2026.) The figure of 17 units in the original text of Article 22(3) has been revised under the Article 24 mechanism described in the note on the 2025 Royal Decree.

35. International Carriage by Air Act B.E. 2558 (2015), section 54, Thai text: “การฟ้องเรียกค่าเสียหายในการรับขนคนโดยสาร สัมภาระ และของ ไม่ว่าจะฟ้องในมูลคดีตามพระราชบัญญัตินี้ มูลหนี้ตามสัญญา หนี้ที่เกิดจากมูลละเมิด หรือมูลหนี้อื่น จะกระทำได้เฉพาะภายใต้บังคับแห่งเงื่อนไขและเกณฑ์จำกัดความรับผิดที่บัญญัติไว้ในพระราชบัญญัตินี้ ผู้เสียหายไม่อาจได้รับค่าเสียหายเชิงลงโทษ หรือค่าเสียหายอื่นที่มิใช่ค่าสินไหมทดแทนจากการฟ้องคดีตามวรรคหนึ่ง” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

36. International Carriage by Air Act B.E. 2558 (2015), section 56/1, paragraph one, Thai text: “การฟ้องเรียกร้องค่าเสียหายในการรับขนทางอากาศระหว่างประเทศที่อยู่ภายใต้อนุสัญญา โจทก์มีสิทธิเลือกที่จะเสนอคำฟ้องในอาณาเขตของรัฐภาคีหนึ่งต่อศาลซึ่งมีเขตอำนาจ ดังต่อไปนี้ (1) ศาลที่ผู้ขนส่งมีภูมิลำเนา (2) ศาลที่ผู้ขนส่งมีสถานที่ประกอบธุรกิจหลักตั้งอยู่ (3) ศาลที่ผู้ขนส่งมีสถานที่ประกอบธุรกิจซึ่งได้มีการทำสัญญารับขน (4) ศาลในถิ่นปลายทาง” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

37. International Carriage by Air Act B.E. 2558 (2015), section 56/4, Thai text: “คดีที่เกี่ยวกับการรับขนทางอากาศระหว่างประเทศ ถ้าโจทก์มีสิทธิที่จะเสนอคำฟ้องในราชอาณาจักร ให้อยู่ในอำนาจพิจารณาพิพากษาของศาลทรัพย์สินทางปัญญาและการค้าระหว่างประเทศ” (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

38. International Carriage by Air Act B.E. 2558 (2015), section 56/5, Thai text: “คู่สัญญาในสัญญารับขนของสำหรับการรับขนทางอากาศ อาจ ตกลง เป็น หนังสือ ให้ การระงับ ข้อพิพาท ใด ๆ เกี่ยวกับ ความ รับผิด ของ ผู้ขนส่ง ตาม พระราชบัญญัติ นี้ โดย การอนุญาโตตุลาการ ผู้เรียกร้องค่าเสียหายเกี่ยวกับการรับขนของสำหรับการรับขนทางอากาศระหว่างประเทศที่อยู่ภายใต้อนุสัญญามีสิทธิเลือกให้มีการพิจารณาโดยการอนุญาโตตุลาการภายในเขตอำนาจศาลใดศาลหนึ่งที่ตั้งอยู่ในรัฐภาคีตามมาตรา 56/1 และถ้าเลือกให้มีการพิจารณาในราชอาณาจักร ให้อนุญาโตตุลาการหรือคณะอนุญาโตตุลาการใช้บทบัญญัติแห่งพระราชบัญญัตินี้ ให้ถือว่าบทบัญญัติวรรคสองเป็นส่วนหนึ่งของข้อความหรือข้อตกลงเกี่ยวกับการอนุญาโตตุลาการ และในกรณีที่ข้อกำหนดใด ๆ ของ

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ข้อความหรือข้อตกลงเกี่ยวกับการอนุญาโตตุลาการขัดหรือแย้งกับบทบัญญัติดังกล่าว ย่อมเป็นโมฆะ" (Thai text: Office of the Council of State version published by the Parliament of Thailand, parliament.go.th, every paragraph checked against a second source on October 15, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

39. Montreal Convention, Article 29: "In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under this Convention or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in this Convention without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable." (English text as scheduled to the Carriage by Air Act 1961 (UK), Schedule 1B, legislation.gov.uk, read October 15, 2026.)

40. El Al Israel Airlines, Ltd. v. Tsui Yuan Tseng, 525 U.S. 155 (1999), decided January 12, 1999. The Supreme Court of the United States held that the Warsaw Convention is the exclusive cause of action, so a passenger whose claim does not satisfy the Convention's conditions of liability cannot sue under local law instead (law.cornell.edu, read October 15, 2026).

41. Steven Shavell, "Strict Liability versus Negligence", The Journal of Legal Studies 9(1) (1980) 1-25, DOI 10.1086/467626 (bibliographic details checked against Crossref, October 15, 2026).

42. George A. Akerlof, "The Market for 'Lemons': Quality Uncertainty and the Market Mechanism", The Quarterly Journal of Economics 84(3) (1970) 488-500, DOI 10.2307/1879431 (checked against Crossref, October 15, 2026).

43. Lucian Arye Bebchuk and Steven Shavell, "Information and the Scope of Liability for Breach of Contract: The Rule of Hadley v. Baxendale", The Journal of Law, Economics, and Organization (1991), DOI 10.1093/oxfordjournals.jleo.a037012 (title, journal, year and DOI checked against Crossref, October 15, 2026; the Crossref record does not show volume or pages).

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