Legal article

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Cargo claims in Thailand: carrier liability, notice of damage, the one-year time bar and the limits of liability

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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/sea-cargo-damage-claims/

Key points

- Thailand's Carriage of Goods by Sea Act B.E. 2534 (1991) governs sea carriage into and out of Thailand, and under section 4 it always applies when either party is a Thai national or a Thai juristic person, even if the bill of lading chooses another law.
- Under section 39 the carrier is liable when the cause of loss, damage or delay arises while the goods are in its charge, and it escapes liability only by proving an exception in sections 51 to 57.
- The consignee must give written notice within one working day after delivery, or within fifteen days for damage that cannot be seen from the outside; otherwise section 49 presumes the goods were delivered complete and in good condition.
- Proceedings must be brought in court or in arbitration within one year from delivery under section 46, and handing the goods to the port authority under section 40 (3) already starts that year.

- Liability is limited to THB 10,000 per shipping unit or THB 30 per kilogram of net weight, whichever is higher, under section 58, unless section 60 applies, for example where the value is declared in the bill of lading or the carrier acted with knowledge that loss might occur.

Which law applies: when your claim falls under the Thai Carriage of Goods by Sea Act

Section 4 of Thailand's Carriage of Goods by Sea Act B.E. 2534 (1991) applies the Act to carriage by sea from a place in Thailand to a place outside Thailand and from a place outside Thailand to a place in Thailand. A bill of lading may choose a foreign law, but if either party is a Thai national or a juristic person established under Thai law, the Act still applies.

The first question when cargo is damaged is therefore not who was at fault, but which law sets your rights. Most liner bills of lading (a bill of lading is the document a carrier issues as evidence of receipt of the goods and of the contract of carriage) contain printed terms on the reverse choosing a foreign law or an international regime such as the Hague Rules or the Hague-Visby Rules. Section 4 accepts such a choice, but ends with an exception that matters a great deal to anyone trading with a Thai counterparty.

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> Carriage of Goods by Sea Act B.E. 2534 (1991), section 4 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "This Act shall apply to the carriage of goods by sea from a place in the Kingdom to a place outside the Kingdom, or from a place outside the Kingdom to a place in the Kingdom, except where the bill of lading specifies that the law of another country or international law shall apply, in which case that specification shall prevail. Notwithstanding such a specification, if it appears that either party is a person of Thai nationality or a juristic person established under Thai law, this Act shall apply.
>
> For the carriage of goods by sea within the Kingdom, if it has been agreed in writing that this Act shall apply, this Act shall apply mutatis mutandis.
>
> In the case of carriage without freight, the carrier shall not be liable under this Act; but if a bill of lading, receipt or other similar document is issued, the carrier must note in the bill of lading, receipt or other document that the carrier is not liable, failing which the exemption may not be raised against a third party who is the consignee or a transferee of rights under the bill of lading, receipt or such document."

In practice, almost every shipment with a Thai importer or exporter on the bill of lading falls under this Act, even where the bill of lading says English law or the law of the carrier's home country applies.[1] A foreign seller shipping to a Thai buyer, or a foreign cargo insurer subrogated to a Thai consignee, should therefore plan the claim around the Thai Act from the start. The printed terms still matter, because a term that is more favorable to the cargo owner than the Act, such as a higher limit of liability, may be effective under section 60 (2). Terms that reduce the carrier's liability below the statutory level must be checked against section 17, which makes certain kinds of terms in a contract of carriage void.

The exception to know is section 5. The Act does not apply to carriage under a charter party (a contract to hire all or part of a ship), but if a bill of lading is issued for goods carried under the charter, the rights and duties between the carrier and a consignee who is not the charterer are governed by the Act.[2] A buyer of bulk cargo (goods carried unpacked, such as grain, ore or oil) who holds a bill of lading is therefore still protected by the Act, while the charterer itself must look first to the charter party.

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Where one contract covers both sea and land legs, for example collection from a factory abroad and delivery to a warehouse in Bangkok, section 6 applies the Act only to the sea leg. The land leg remains under the carriage provisions of the Civil and Commercial Code or the law on multimodal transport. Pinning down where the damage happened therefore decides the governing law, the time bar and the limit of liability. If you are drafting or reviewing a sale contract and its delivery terms, our page on International contract review explains the governing-law and dispute-resolution clauses worth agreeing at the outset.

Who is liable: the carrier, the actual carrier and the freight forwarder

Section 3 distinguishes the “carrier,” which contracts with the shipper, from the “actual carrier,” which is entrusted with performing part of the carriage. Section 43 keeps the carrier liable even when it entrusts the carriage to someone else, and section 45 makes the carrier and an actual carrier liable for the same loss joint debtors. A freight forwarder that issues a bill of lading in its own name or keeps a freight margin is often treated as a carrier.

In international trade, cargo owners rarely contract directly with the shipowner. A common chain runs like this: the seller engages a freight forwarder, the forwarder issues its own house bill of lading, then books space with a shipping line that issues a master bill of lading, and another forwarder may take over at destination. Finding the right defendant therefore means following the documents, not the company names in the email correspondence. (The Thai term used in the Act, ผู้ขนส่งอื่น, literally means “other carrier”; we translate it as “actual carrier” throughout.)

> Carriage of Goods by Sea Act B.E. 2534 (1991), section 43 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> “Even if the carrier has entrusted another carrier with the carriage of goods it has undertaken to carry, the carrier remains liable for loss of, damage to or delay in delivery of those goods, and is also liable for the acts of the actual carrier, including the employees and agents of the actual carrier, done within the course of their employment or within the scope of their agency.”

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Section 43 closes off the argument that the carrier merely arranged a ship. The carrier is also liable for the acts of the actual carrier and of the actual carrier's employees and agents.[3] Section 44 applies the liability provisions to the actual carrier for the part of the carriage entrusted to it, and section 45 makes both of them joint debtors.[4] The cargo owner can therefore sue both its own contracting party and the party that actually held the goods when the damage occurred, and can claim the full amount from either of them within the statutory limit.

> Supreme Court Judgment No. 9541/2555
>
> A seller engaged one company to carry its goods; that company engaged a second firm, which engaged a third to carry them on. The Supreme Court held that the first company, which kept the freight margin for itself, carried goods for reward in the ordinary course of business and was therefore a carrier, and that every link in the chain was jointly liable under sections 608, 616 and 618 of the Civil and Commercial Code. The party that issued the bill of lading in its own name as carrier was jointly liable with the actual carrier in whose charge the goods disappeared under the Carriage of Goods by Sea Act. But because the evidence did not show that the carrier or its employees stole the goods or acted with knowledge that loss might occur, liability was limited under section 58. An agent that had not made the contract of carriage on behalf of a principal was not liable.[5]

The judgment gives two practical tests. First, a freight forwarder that quotes an all-in price, keeps the margin and issues transport documents in its own name runs a high risk of being treated as a carrier rather than an agent. Second, a party that only coordinates, books space or collects freight on behalf of a foreign carrier may be no more than an agent with no personal liability. The Supreme Court looks at the role actually performed and the documents actually issued, not at the label of the business.

> Supreme Court Judgment No. 8973/2553
>
> A party entrusted by the carrier to carry goods from the port of Singapore to Laem Chabang port, and then to move the container to the Lat Krabang inland container depot to await delivery, was an actual carrier under section 3. The container had holes and was kept in an unsafe place; water seeped in and soaked the goods before delivery. The actual carrier was therefore jointly liable with the carrier.[6]

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The case shows that the actual carrier's period of responsibility is not confined to the ship. Moving the container from the port to a depot, where that move is within the entrusted work, is also within the period of liability. When you collect documents, ask for both the forwarder's and the shipping line's bills of lading, the equipment interchange receipts (the documents recording container condition at each handover) and the depot's container movement records, so that you can show who held the container at each point in time.

The basis of liability under section 39 and the period of the carrier's charge

Section 39 makes the carrier liable for damage resulting from loss of, damage to or delay in delivery of goods when the cause occurs while the goods are in its charge. The period of charge starts when the carrier receives the goods at the port of loading and ends on delivery under section 40, which includes handing the goods to a port authority where local law requires it. The cargo owner only has to show that the damage occurred within this period; it does not have to prove negligence.

> Carriage of Goods by Sea Act B.E. 2534 (1991), section 39 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> “Subject to sections 51, 52, 53, 54, 55, 56 and 58, the carrier shall be liable for damage resulting from loss of, damage to, or delay in delivery of goods received from the shipper, if the cause of the loss, damage or delay in delivery occurred while the goods were in its charge.
>
> For the purposes of this section, goods shall be deemed to be in the charge of the carrier from the time the carrier receives them from the shipper, or from the shipper's agent, or from an authority or any person to whom the law or regulations in force at the port of loading require the shipper to hand over the goods for carriage, until the time the carrier delivers the goods at the port of discharge or the place of destination as provided in section 40.”

Section 39 is a presumption-based liability. The cargo owner does not have to identify which crew member made a mistake or which crane failed. It only needs to show that the goods were handed over in good condition and came back damaged or short, and the burden then shifts to

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the carrier to prove an exception.[7] The single most important piece of evidence is therefore a clean bill of lading (one with no remarks about defects in the goods or packaging), because it shows that the carrier received the goods in good order.

The end of the carrier's charge is defined in section 40, which has three cases: handing the goods to the consignee; dealing with the goods under the contract, the law or the custom of the port of discharge when the consignee does not collect them; and handing the goods to an authority or person that the law or regulations of the port of discharge require.[8]

> Carriage of Goods by Sea Act B.E. 2534 (1991), section 40 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "In the following cases, the carrier shall be deemed to have delivered the goods it received:
>
> (1) the carrier has handed over the goods to the consignee;
>
> (2) where the consignee does not take delivery of the goods from the carrier, the carrier has dealt with the goods in any manner provided in the contract of carriage of goods by sea, or under the applicable law, or in accordance with the trade custom observed at the port of discharge; or
>
> (3) the carrier has handed over the goods to an authority or any person to whom the law or regulations in force at the port of discharge require the carrier to hand over goods discharged from the ship."

Besides the basis of liability, the Act imposes positive duties. Section 8 requires the carrier, before loading or before the ship sails, to make the ship seaworthy, to crew and equip it, and to make the holds fit for the cargo, such as refrigerated chambers. Section 10 requires the carrier to take care in loading, handling, moving, keeping, caring for and discharging the goods.[9] For refrigerated cargo, the reefer log (the temperature record kept by a refrigerated container) is direct evidence of whether the carrier complied with section 8 (3) and section 10, and it should be requested as soon as damage is found.

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> Supreme Court Judgment No. 15502/2556
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> The shipper handed all the goods to the carrier, but when the ship arrived the entire consignment was missing. The Supreme Court held that the cause of the loss occurred while the goods were in the charge of the carrier, which carried on CFS/CFS terms (the carrier packs and unpacks the container itself), and no exception under sections 51 to 57 was shown, so the carrier was liable under sections 39 and 43. The court also held that a lawful holder of the bill of lading may claim damages even if it is not a party to the contract of carriage.[10]

> Supreme Court Judgment No. 69/2556
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> Copper tubes weighing more than three thousand kilograms disappeared from a container and were replaced by sandbags printed in Thai. The container seal was intact, but the surveyor showed that the side bolts could be removed and the door opened without cutting the seal. The Supreme Court found that the goods were lost at Laem Chabang port while in the carrier's charge, and because the carrier did not prove an exception under sections 51 and 52, it was liable.[11]

The sandbag case teaches that an uncut container seal does not prove that nobody opened the container. A surveyor's report that tests how the container could be opened, the language printed on the sandbags, the container weights recorded at different points and the stowage plan are all circumstantial evidence the court uses to fix when the goods disappeared. Preserving the container and the evidence before it is opened is as important as giving notice of damage.

The other side of the same rule is that once the carrier's charge has ended, the carrier is not liable for what happens afterwards. Supreme Court Judgment No. 12708/2555 held that once a container had been lifted off the ship and placed in the Hong Kong port authority's container yard, it was no longer in the actual carrier's charge, so a fire discovered after the container was towed to a warehouse did not fall under section 39. Supreme Court Judgment No. 2586/2543 held that CY/CY carriage (the shipper packs and seals the container and the carrier receives and delivers the whole container) ends when the container is delivered to the destination port under the port's regulations.[12] A consignee that leaves a container at the port for a long time carries the risk of that period itself, and should check who held the container on the date of the incident.

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The carrier's defenses under sections 51 to 53 and the burden of proof

The carrier escapes liability if it proves that the damage resulted from a cause listed in section 52, such as force majeure, perils of the sea, insufficient packing by the shipper or the nature of the goods. The burden of proof is on the carrier, except for fire under section 53, where the claimant must prove that the fire was caused by the carrier's fault. The Thai Supreme Court does not treat a foreseeable storm as force majeure.

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> Carriage of Goods by Sea Act B.E. 2534 (1991), section 52 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "The carrier is not liable for loss, damage or delay in delivery if it proves that the loss, damage or delay in delivery occurred from or as a result of:
>
> (1) force majeure;
>
> (2) perils or accidents of the sea or of navigable waters;
>
> (3) war or hostilities of armed forces;
>
> (4) civil war, riot, terrorism or civil commotion;
>
> (5) seizure, arrest, restraint or interference of any kind with the ship by the governing authority of a state or territory or under provisions of law, provided that it is not caused by the fault or negligence of the carrier;
>
> (6) the enforcement of measures for the prevention and suppression of communicable diseases;
>
> (7) strikes, lockouts, walkouts or deliberate slowdowns at the port that obstruct the loading or discharge of goods or the entry or departure of the ship from that port;
>
> (8) acts of pirates;
>
> (9) the fault of the shipper or the consignee, such as packing or bundling that is insecure or unsuitable for the nature of the goods, or marking of the goods or packages that is unclear or insufficient;
>
> (10) the nature of the goods themselves;
>
> (11) latent defects in the ship that could not be found or discovered by careful inspection with the ordinary and proper skill required of a person engaged in the business of ship surveying;
>
> (12) errors in navigation arising from the defective performance of duties by a pilot or from following a pilot's orders;
>
> (13) any other cause that is not the fault or negligence of, or within the knowledge of, the carrier, and is not the fault or negligence of the carrier's agents or employees."

The words "if it proves that" clearly place the burden on the carrier.[13] The thirteen items look broad, but each must be causally connected to the damage, and item (13) ends with the condition that the cause must not be the fault or negligence of the carrier, its agents or

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employees. The exceptions carriers raise most often in cargo cases are item (2), perils of the sea, item (9), insufficient packing, and item (10), the nature of the goods, such as agricultural products that generate their own moisture.

Section 51 concerns unseaworthiness under section 8 paragraph one: the carrier escapes liability if it proves that it met the professional standard in section 8 paragraph two, or corrected a later defect under section 9. Section 53 reverses the burden for fire: the carrier is not liable unless the claimant proves that the fire arose from the fault or negligence of the carrier, its agents or employees.[14] A claim for fire damage inside a container therefore needs a fire-origin expert from the start, rather than waiting for the carrier to explain.

> Supreme Court Judgment No. 4581/2552
>
> The storm in the case, which the judgment names Haiyan, was of a kind that forms regularly in the South China Sea and was not so severe as to be unforeseeable. The master knew the forecast before sailing and could have avoided it by waiting for the weather to calm. The Supreme Court held that it was neither force majeure nor a peril of the sea under section 52, and the carrier was liable for the loss that occurred while the goods were in its charge.[15]

The court's test has three parts: how often the hazard occurs on that route, how severe it was compared with what could be foreseen, and whether the master knew or should have known in advance and chose to sail into it. When a carrier relies on weather, ask for the deck log (the ship's daily navigation record), the weather information the ship received and the actual track sailed, and compare them with this test.

The packing exception depends on who packed the container. Under CFS/CFS carriage the carrier packs the container and must make sure it suits the cargo. Supreme Court Judgment No. 1273/2554 held that a carrier that packed goods into a container with a leaking roof, knowing that damage might result, could not rely on the limitation of liability at all.[16] Under CY/CY carriage the shipper packs the container, so the carrier has more room to rely on item (9). A cargo owner that packs its own containers should keep photographs of the packing, the moisture protection and the lashing for every shipment.

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Notice of damage under section 49: the shortest deadline in the claim

On taking delivery, the consignee must survey the goods jointly with the carrier or give written notice before delivery or within one working day after the day of delivery. If the damage cannot be seen from the outside, notice must be given within fifteen days. Otherwise the law presumes that the carrier delivered the goods complete and in the condition stated in the bill of lading. For delay in delivery, notice must be given within sixty days or the claim is extinguished.

> Carriage of Goods by Sea Act B.E. 2534 (1991), section 49 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
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> "When the consignee has taken delivery of the goods from the carrier or from a person under section 40 (3), it shall be presumed that the carrier delivered goods whose condition, quantity, weight and other particulars are as stated in the bill of lading or, if no bill of lading was issued, that the goods were delivered in good condition, as the case may be, unless:
>
> (1) the consignee or the person under section 40 (3) and the carrier jointly surveyed or inspected the condition of the goods and recorded the loss or damage before the consignee took delivery; or
>
> (2) where there was no joint survey or inspection under (1), the consignee gave written notice to the carrier at the port of discharge, before taking delivery under paragraph one or within one working day following the day of delivery, that goods were lost or damaged, also stating the nature of the loss or damage; or, where the loss or damage could not be found or seen from an inspection of the external condition of the goods, the consignee gave notice within fifteen days from the day of delivery."

Missing the section 49 deadline does not extinguish the claim. The consequence is a presumption in the carrier's favor.[17] The cargo owner can still rebut it, but needs much stronger evidence, such as an independent surveyor's report made immediately, or a witness who can show the damage existed before delivery. Conversely, giving notice in time does not prove the carrier's liability; it only stops the section 49 presumption from working against you.

Delay in delivery is different. Section 48 provides that a claim for damages caused by delay "is extinguished" if the consignee does not give written notice within sixty days from the date of delivery.[18] This is harsher than section 49, because it is not a presumption but a loss of the right. "Delay" is defined in section 41 as failing to deliver within the agreed time or, if no time was

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agreed, within a reasonable time in the circumstances. The estimated time of arrival (ETA) in a booking confirmation is usually not a binding delivery date, so an importer that needs a fixed date should agree it in writing.

An effective notice should state the bill of lading number, the vessel and voyage, the container and seal numbers, the goods lost or damaged, a brief description of the damage, and a general reservation of all rights. It should go to the carrier at the port of discharge and to any actual carrier involved, by a method that proves receipt. A remark on the port's delivery receipt alone may never reach the carrier.

The one-year time bar under section 46 and extensions by consent

A claim for loss of, damage to or delay in delivery of goods must be brought in court or submitted to arbitration within one year from the date the carrier delivered the goods or, if there was no delivery, from the date the delivery time or a reasonable time expired, under section 46. The period can be extended only if, before it expires, the party against whom the claim is made signs a written consent not to raise the time bar, under section 47.

> Carriage of Goods by Sea Act B.E. 2534 (1991), section 46 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
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> “Subject to sections 47 and 48, a claim for damages for loss of, damage to or delay in delivery of goods carried under a contract of carriage of goods by sea is barred by prescription if no action is brought before a court and the dispute is not submitted to arbitration within one year from the date on which the carrier delivered the goods or, if there is no delivery, from the date on which the time for delivery under section 41 (1) expired or the date on which the reasonable time under section 41 (2) expired.”

One year is far shorter than the general limitation period for contract claims in Thailand, and it runs from delivery, not from the day you discover the damage.[19] An importer or insurer that spends months negotiating with the carrier, or waiting for an insurance adjustment, risks running out of time without noticing. Section 47 offers the only route to extend the period.

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> Carriage of Goods by Sea Act B.E. 2534 (1991), section 47 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "Before the prescription period under section 46 expires, if the party against whom the claim is made consents, in a writing signed by that party, not to raise prescription as a defense if the claimant brings an action before a court or submits the dispute to arbitration, that consent is enforceable."

Consent under section 47 has three elements: it must be given before the period expires, it must be in writing, and it must be signed by the party against whom the claim is made.[20] An email from a shipping line employee saying the matter is "under review" is not consent under this section. In practice, a time extension agreement should state a fixed new expiry date, name every carrier bound by it, be signed by an authorized signatory, and the new date should then be tracked as carefully as the original one.

> Supreme Court Judgment No. 15080/2556
>
> The destination port's regulations required the carrier to hand cargo over to the port authority. The Supreme Court held that handing the goods to the port authority was delivery under section 40 (3). Even though the consignee collected the goods and learned of the damage later, it had to sue within one year from the date the carrier handed the goods to the port authority.[21]

This case makes the time bar start earlier than most cargo owners expect. The date to record is not the day the truck collected the container, but the day the carrier discharged the goods and handed them to the port, which can be found in the discharge report and the port's records. Supreme Court Judgment No. 4206/2549 also held that section 46 applies only to claims by a consignee or shipper against the carrier for loss, damage or delay. Other kinds of claims between the parties may be subject to different limitation periods, so the claim must be classified correctly before the days are counted.

A cargo insurer that has paid the claim and is subrogated to the insured's rights under section 880 of the Civil and Commercial Code is subject to the same time bar, because it acquires only the rights the insured had. Several of the cases on this page were brought by insurers. A cargo

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owner that takes payment from its insurer first should make sure the insurer knows the time-bar date, and should not sign a release or accept compensation from the carrier without informing the insurer.

Limits of liability under sections 58 to 61 and how to calculate them

Section 58 limits the carrier's liability to THB 10,000 per shipping unit or THB 30 per kilogram of net weight, whichever is higher. For delay in delivery, liability is limited to two and a half times the freight for the delayed goods. The limit does not apply where the shipper declared the value and the carrier accepted it by showing it in the bill of lading, or where the damage resulted from intentional conduct or conduct with knowledge that loss might occur under section 60.

> Carriage of Goods by Sea Act B.E. 2534 (1991), section 58 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "Subject to section 60, where goods entrusted to the carrier are lost or damaged, whether wholly or partly, the liability of the carrier is limited to ten thousand baht per shipping unit or thirty baht per kilogram of the net weight of the goods, whichever is the higher amount.
>
> Where the value of the lost or damaged goods can be calculated under section 61 and that value is lower than the limit under paragraph one, the calculated value applies.
>
> In the case of delay in delivery, the liability of the carrier is limited to two and a half times the freight for the goods delayed, but not exceeding in total the entire freight under the contract of carriage of goods by sea.
>
> Where the carrier is liable under both paragraph one and paragraph three in respect of the same shipping unit, the liability of the carrier is limited to the amount fixed under paragraph one."

This limit is why many high-value cargo claims recover only a fraction of the value of the goods. [22] Paragraph two also applies the value calculated under section 61 when that value is below the limit, so the claimant recovers the lower of the value of the goods and the limit. How a "shipping unit" is counted is set out in section 59, and it has the largest effect on the amount.[23]

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> Carriage of Goods by Sea Act B.E. 2534 (1991), section 59 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "In calculating which amount is higher under section 58 paragraph one, the following rules apply:
>
> (1) where several shipping units are consolidated into one shipping unit, whether or not a transport container is used to hold or support them, if the number and nature of the consolidated shipping units are stated in the bill of lading, the goods under that bill of lading are deemed to consist of the number of shipping units so stated; but if they are not stated, all the goods consolidated into that one shipping unit are deemed to be one shipping unit;
>
> (2) where the transport container itself is lost or damaged, if the carrier is not the owner or supplier of the transport container, one transport container is deemed to be one shipping unit separate from the goods in or on it."

A worked example: one container holds twenty pallets with a total net weight of 8,000 kilograms, worth THB 3,000,000 at the port of discharge, and the whole container is lost. If the bill of lading states "20 pallets," the unit limit is 20 × 10,000 = THB 200,000, the weight limit is 8,000 × 30 = THB 240,000, and the carrier is liable for up to THB 240,000. If the bill of lading states only "1 container said to contain general cargo," the whole container counts as one unit and the unit limit falls to THB 10,000, although the weight limit remains THB 240,000. For light, high-value goods, such as two hundred cartons of electronic components weighing 1,000 kilograms in total, stating "200 cartons" in the bill of lading makes the limit THB 2,000,000 instead of THB 30,000 by weight. The wording in the description-of-goods box of the bill of lading therefore has a direct cash value.

Supreme Court Judgment No. 8973/2553 applied section 59 to twelve packages of copper insulation sheets wrapped together on pallets. The court treated each package as one shipping unit, not each pallet and not each item inside a package, because each package could be carried on its own and the bill of lading did not state the number of items clearly enough.[6] Note that Thai law uses net weight, whereas the Hague-Visby Rules use gross weight (the weight including packaging).

Section 60 is the way out of the limit, and in practice it is the issue that most often decides the outcome.

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> Carriage of Goods by Sea Act B.E. 2534 (1991), section 60 (translation by Eksiam & Partners; the Thai text in the footnote is authoritative)
>
> "The limitation of the carrier's liability under section 58 does not apply in the following cases:
>
> (1) the loss, damage or delay in delivery resulted from an act or omission of the carrier, or of the carrier's agent or employee, done with intent to cause the loss, damage or delay in delivery, or through neglect or inattention with knowledge that such loss, damage or delay in delivery might occur;
>
> (2) the shipper and the carrier have agreed to fix the carrier's liability higher than provided in section 58 by stating it in the bill of lading;
>
> (3) the carrier has entered any particular in the bill of lading as declared by the shipper, or has issued the bill of lading, without recording a reservation about that particular, with intent to defraud the consignee or a third party acting in reliance on the particulars in the bill of lading;
>
> (4) the shipper has declared the value of the goods to the carrier and the carrier has accepted it by showing the value of the goods in the bill of lading.
>
> In the case under (4), if the value calculated under section 61 is lower than the value shown in the bill of lading, the carrier is liable only up to the calculated value; and if the value calculated under section 61 is higher than the value shown in the bill of lading, the carrier is liable only up to the value shown in the bill of lading."

The standard in section 60 (1) is higher than ordinary negligence. It requires an act intended to cause the loss, or neglect with knowledge that loss might occur.[24] The Supreme Court has gone both ways on similar facts. In Judgment No. 69/2556, a well-planned theft in a lit container yard operating twenty-four hours a day did not reach the level of neglect with knowledge, so the carrier could limit its liability.[11] In Judgment No. 1273/2554, packing goods into a container with a leaking roof, knowing that damage might result, fell under section 60 (1), and the carrier could not rely on the limit.[16] The difference lies in whether the carrier knew of a specific risk and still let it run.

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> Supreme Court Judgment No. 22318/2555
>
> A subrogated insurer sued the carriers for damage to an ice maker imported from the United States, but the complaint did not allege that the damage resulted from conduct under section 60 (1) or that the carrier knew the value of the goods under section 60 (4). The Supreme Court refused to consider those points raised on appeal, and held that even though some defendants failed to file a defense, liability remained subject to the limit in section 58. The court of first instance had awarded THB 20,000 against a claim of more than THB 100,000.[25]

The lesson is procedural. The facts that take a claim outside the limit must be pleaded in the complaint from the start, a defendant's default does not remove the limit, and even when the issue is pleaded the claimant must still prove it to the section 60 (1) standard. In Supreme Court Judgment No. 9541/2555, the goods were lost in the actual carrier's charge, but the plaintiff's evidence did not show that the carrier, its agents or employees stole the goods or acted with knowledge that loss might occur, so the carrier was liable only up to the limit in section 58.[5] As for section 60 (4), a value shown on a commercial invoice that the carrier saw is not the same as declaring the value and having the carrier accept it by showing it in the bill of lading. An exporter of high-value goods that wants full-value protection must declare the value in the bill of lading and pay ad valorem freight (freight charged by reference to the value of the goods), or rely on cargo insurance.

The basis of valuation is in section 61: the value the goods would have had at the port of discharge at the time they should have been delivered, calculated proportionately against the remaining goods of the same kind if only part is lost or damaged.[26] Within the limit, damages are not confined to the value of the goods. Supreme Court Judgment No. 18407/2556 held the carrier liable for customs duty, transport costs and loss of profit resulting from the damage to the goods.[27] The import declaration, duty receipts and evidence of resale prices should therefore be in the claim file from the beginning.

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Comparative law: the Hague-Visby Rules, England and the United States

Thailand's Carriage of Goods by Sea Act follows the structure of the Hague-Visby Rules, with a one-year time bar and a limit per unit or per kilogram, but the Thai limit is fixed in baht and calculated on net weight, while the Hague-Visby Rules use 666.67 units of account per package or 2 units per kilogram of gross weight. The UK Supreme Court requires the carrier to prove that it took reasonable care, which is close to sections 39 and 52 of the Thai Act.

The United Kingdom gives effect to the Hague-Visby Rules through the Carriage of Goods by Sea Act 1971. Article III rule 6 discharges the carrier from all liability unless suit is brought within one year of delivery. Article IV rule 5(a) limits liability to 666.67 units of account (the Special Drawing Right of the International Monetary Fund) per package or 2 units per kilogram of gross weight, and rule 5(c) counts the packages in a container as enumerated in the bill of lading, treating the container as one unit if they are not.[28] This structure matches sections 46, 58 and 59 of the Thai Act at almost every point. The differences are the currency and the weight basis, with the result that the Thai limit, fixed in baht since 1991, does not adjust with the value of money.

In Volcafe Ltd v Compania Sud Americana de Vapores SA [2018] UKSC 61, bagged coffee beans in containers were damaged by condensation. Lord Sumption held at paragraph 20 that where cargo is shipped in apparent good order and discharged damaged, the carrier bears the burden of proving that the damage was not caused by its breach of the duty to take reasonable care, and at paragraph 37 that a carrier relying on inherent vice must show either that it took reasonable care and the damage occurred anyway, or that no reasonable steps could have prevented it.[29] This reasoning is consistent with the words “if it proves that” in section 52 and with item (13) of the Thai Act, and it can support an argument in a Thai claim where the carrier relies on the nature of the goods without showing the precautions it took.

The United States still applies the original Hague Rules through its Carriage of Goods by Sea Act, which limits liability to USD 500 per package. In Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd., 543 U.S. 14 (2004), machinery shipped from Australia by sea and then by rail in the United States was damaged when the train derailed. The Supreme Court of the United States held that the Himalaya clause in the bill of lading (a clause extending the carrier's limitation of liability to its subcontractors) protected the rail carrier, reasoning that confusion inevitably

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results when one contract is interpreted under several bodies of law.[30] The case warns that a limitation clause in a multimodal bill of lading may protect land subcontractors who are not direct parties to the contract, in contrast to the Thai rule in section 6 that the Act governs only the sea leg.

Comparing the three systems leads to three conclusions for anyone with a claim in Thailand. First, the carrier's burden of proof is a shared principle, so the cargo owner should concentrate on proving condition on shipment and on delivery. Second, the package count stated in the bill of lading sets the limit in every system. Third, the one-year time bar is an international standard, and negotiating without a written time extension carries the same risk whichever court ends up hearing the case.

Law and economics: why the carrier is presumed liable but only up to a limit

Carriage of goods by sea law places liability on the carrier, which controls the goods and the information during transit, because it can prevent damage at lower cost. The limit of liability passes the remaining risk to cargo insurance, which the cargo owner can buy at the real value of the goods. Shavell's work on strict liability and negligence and Akerlof's work on asymmetric information explain this design.

Steven Shavell (1980) showed that when harm arises from one party's activity, a rule of strict liability (liability without proof of negligence) leads that party to choose both the right level of care and the right level of activity, while a negligence rule affects only the level of care.[31] Section 39 sits between the two: it is a presumed liability that the carrier can rebut with the exceptions in section 52. The incentive effect is that carriers must invest in evidence, such as deck logs, temperature records and container inspections, because that is the only way to escape liability.

George Akerlof (1970) explained that when one party knows more about quality than the other, a market can fail to the point that good-quality goods are driven out.[32] In sea carriage, the cargo owner cannot see what happens in the hold or the container yard, and the carrier always knows more. The bill of lading's record of apparent condition, the presumption in section 49 and

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independent surveys are mechanisms that narrow this information gap. Section 49 shifts the burden back to the consignee when notice is not given within one working day for the same reason: after delivery, the consignee becomes the party that controls the goods and the information.

The limit in section 58 can be explained as risk allocation. The carrier does not know the value of the goods in each container. If it were liable for full value in every case, freight on low-value cargo would subsidize the risk of high-value cargo. The law therefore offers two options: declare the value in the bill of lading under section 60 (4) and pay higher freight, or buy cargo insurance at the real value. For importers and exporters trading through Thailand, marine cargo insurance is not an optional extra but part of the risk allocation the law was designed around.

What to do when cargo arrives damaged: day one, the first fifteen days and before one year

When you find cargo damage, stop moving the goods and photograph them before the container is opened, give the carrier written notice within one working day, call a joint survey or appoint an independent surveyor, notify your insurer, record the date of delivery under section 40 to count the one-year time bar, and obtain a written time extension before the deadline if negotiations are still continuing.

1. Before or on the day of delivery. Check the container seal against the bill of lading, take photographs and video before the seal is cut, record the damage on the delivery receipt, and call the carrier or its agent to a joint survey under section 49 (1).

2. Within one working day. Send written notice to the carrier at the port of discharge stating the bill of lading number, the container number, the goods and the nature of the damage, with a reservation of all rights, under section 49 (2).

3. Within fifteen days. For damage found when the packages are opened, send a further notice with the preliminary survey report, and notify the insurer as the policy requires.

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4. Within sixty days. If delivery was delayed, give notice under section 48, or the claim for delay damages is extinguished.

5. Collect the evidence. Every tier of bill of lading, the commercial invoice, the packing list, the customs declaration, duty receipts, equipment interchange receipts, temperature records, the discharge report and all correspondence with the carrier.

6. Before one year. Count from the date of delivery under section 40, not the date you actually received the goods. If negotiations are not finished, obtain a signed consent not to raise the time bar under section 47, or file proceedings in court or in arbitration.

The same sequence works whether you are an importer receiving goods in Thailand or an exporter whose overseas buyer reports damage. In the second case, first check the delivery term in the sale contract to see when risk passed to the buyer, because the party entitled to sue the carrier is the lawful holder of the bill of lading, as Supreme Court Judgment No. 15502/2556 held.[10]

Cargo claim assessment and litigation in Thailand

We assess claims against sea carriers under Thailand's Carriage of Goods by Sea Act B.E. 2534 (1991), from identifying the liable carrier and actual carriers, checking notices and the time bar, calculating the limit under sections 58 and 59 and assessing the prospects of breaking the limit under section 60, through to negotiation, time extension agreements and proceedings before the Central Intellectual Property and International Trade Court.

1. Governing law. Sections 4, 5 and 6, together with the governing-law and dispute-resolution clauses in the bill of lading.

2. Defendants. The chain of bills of lading and who held the container at each stage, separating carriers, actual carriers and agents under section 3 and sections 43 to 45.

3. Deadlines. Notices under sections 48 and 49, the date of delivery under section 40 and the time-bar date under section 46.

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4. Recoverable amount. Value under section 61, expenses and loss of profit, the limit under sections 58 and 59, and the evidence needed to rely on section 60.

5. Coordination with insurers. Where the insurer has paid and is subrogated, so that neither side's rights are lost.

6. Negotiation or proceedings. Letters of claim, time extension agreements, and a complaint that pleads the section 60 issues from the outset.

A 45-minute consultation on a single matter is THB 4,900 and suits a cargo owner or insurer that wants to know whether a claim still exists, how much of the time bar remains and what amount can realistically be recovered. For letters of claim, negotiation and litigation, we quote by scope in writing before work begins. This page is general legal information, not a legal opinion on the facts of your case.

Questions before instructing us

Questions importers, exporters and cargo insurers often ask when goods are lost or damaged in carriage by sea to or from Thailand, and before engaging us to assess a claim against the carrier under the Carriage of Goods by Sea Act B.E. 2534 (1991). Each answer cites the sections so it can be checked.

What is the time limit for a cargo damage claim in Thailand?

Proceedings must be brought in court or in arbitration within one year from the date the carrier delivered the goods under section 46, and delivery to the port authority under section 40 (3) already starts the period. It can be extended only by the carrier's signed written consent given before the period expires, under section 47.

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How many days do I have to notify the carrier of cargo damage?

One working day after the day of delivery, or fifteen days if the damage cannot be seen from the outside, under section 49. Without notice, the law presumes the goods were delivered complete and in good condition. For delay in delivery, notice must be given within sixty days under section 48 or the claim is extinguished.

What is the maximum a carrier must pay under Thai law?

No more than THB 10,000 per shipping unit or THB 30 per kilogram of net weight, whichever is higher, under section 58. Section 59 sets how units are counted, and the limit does not apply where the value was declared in the bill of lading or the carrier acted with knowledge that loss might occur, under section 60.

The bill of lading chooses foreign law. Can Thai law still apply?

Yes. If either party is a Thai national or a juristic person established under Thai law, section 4 applies the Carriage of Goods by Sea Act B.E. 2534 (1991) even though the bill of lading chooses another law.

Is a freight forwarder liable like a shipping line?

Yes, if it acts as a carrier, for example by issuing a bill of lading in its own name or keeping the freight margin for itself, as in Supreme Court Judgment No. 9541/2555. A party acting only as a coordinating agent that did not make the contract of carriage is not personally liable.

How are fees for a claim assessment set?

We start with a 45-minute consultation on a single matter at THB 4,900. For letters of claim, negotiation and litigation, we quote by scope in writing before work begins.

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Who does the work

Cargo claims arising from carriage by sea are the responsibility of Eksiam Chaisorn, Legal Consultant, founder and Managing Director of Eksiam & Partners Co., Ltd., who advises on international trade law, including carriage of goods by sea, marine insurance and the resolution of trade disputes.

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

Notes

1. Carriage of Goods by Sea Act B.E. 2534 (1991), section 4, Thai text: “พระราชบัญญัตินี้ให้ใช้บังคับแก่การขนส่งทางทะเลจากที่แห่งหนึ่งในราชอาณาจักรไปยังที่อีกแห่งหนึ่งนอกราชอาณาจักร หรือจากที่แห่งหนึ่งนอกราชอาณาจักรมายังที่อีกแห่งหนึ่งในราชอาณาจักร เว้นแต่กรณีที่ได้ระบุในใบตราส่งว่าให้ใช้กฎหมายของประเทศอื่นหรือกฎหมายระหว่างประเทศบังคับก็ให้เป็นไปตามนั้น แต่แม้ว่าจะได้ระบุไว้เช่นนั้นก็ตาม ถ้าปรากฏว่าคู่กรณีฝ่ายหนึ่งฝ่ายใดเป็นผู้มีสัญชาติไทยหรือเป็นนิติบุคคลที่จัดตั้งขึ้นตามกฎหมายไทย ก็ให้ใช้พระราชบัญญัตินี้บังคับ การขนส่งของทางทะเลภายในราชอาณาจักร ถ้าได้ตกลงกันเป็นหนังสือว่าให้ใช้พระราชบัญญัตินี้บังคับ ก็ให้ใช้พระราชบัญญัตินี้บังคับโดยอนุโลม ในกรณีที่เป็นการขนส่งโดยไม่คิดค่าระวาง ผู้ขนส่งไม่ต้องรับผิดตามพระราชบัญญัตินี้ แต่ถ้ามีการออกใบตราส่ง ใบรับของ หรือเอกสารอื่นทำนองเดียวกันผู้ขนส่งต้องจดแจ้งไว้ในใบตราส่ง ใบรับของ หรือเอกสารอื่นนั้น ว่าผู้ขนส่งไม่ต้องรับผิด มิฉะนั้นจะยกขึ้นใช้ยันบุคคลภายนอกซึ่งเป็นผู้รับตราส่ง หรือรับโอนสิทธิตามใบตราส่ง ใบรับของ หรือเอกสารดังกล่าวมิได้” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)
2. Carriage of Goods by Sea Act B.E. 2534 (1991), section 5, Thai text: “พระราชบัญญัตินี้ไม่ใช้บังคับแก่การขนส่งของทางทะเลตามสัญญาจ้างเหมาระวางบรรทุกของเรือไม่ว่าทั้งลำหรือบางส่วน แต่ถ้ามีการออกใบตราส่งสำหรับของที่ขนส่งตามสัญญาจ้างเหมานั้นด้วย หน้าที่และสิทธิของผู้ขนส่งและผู้รับตราส่งซึ่งมิใช่ผู้จ้างเหมาให้เป็นไปตามพระราชบัญญัตินี้” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)
3. Carriage of Goods by Sea Act B.E. 2534 (1991), section 43, Thai text: “แม้ว่าผู้ขนส่งจะได้มอบหมายให้ผู้ขนส่งอื่นทำการขนส่งของที่ตนรับขน ผู้ขนส่งก็ยังคงต้องรับผิดเพื่อการสูญหาย เสียหาย หรือส่งมอบชักช้าแห่งของนั้น และจะต้องรับผิดเพื่อการกระทำของผู้ขนส่งอื่นรวมทั้งลูกจ้างและตัวแทนของผู้ขนส่งอื่น ซึ่งได้กระทำไปภายในทางการที่จ้าง หรือภายในขอบอำนาจของการเป็นตัวแทนนั้นด้วย” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

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4. Carriage of Goods by Sea Act B.E. 2534 (1991), section 44, Thai text: “ให้นำบทบัญญัติว่าด้วยความรับผิดของผู้ขนส่งมาใช้บังคับแก่ผู้ขนส่งอื่นเฉพาะการขนส่งในส่วนที่ผู้ขนส่งอื่นได้รับมอบหมายด้วย”, section 45: “เมื่อมีกรณีที่ผู้ขนส่งต้องรับผิดและผู้ขนส่งอื่นจะต้องรับผิดในกรณีเดียวกันนั้นด้วย ให้ผู้ขนส่งและผู้ขนส่งอื่นดังกล่าวเป็นลูกหนี้ร่วมกัน” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

5. Supreme Court Judgment No. 9541/2555 (2012). The seller engaged defendant 1 to carry the goods; defendant 1 engaged defendant 2, and defendant 2 engaged defendant 4 to carry them on. Because defendant 1 kept the difference in freight for itself, it carried goods for reward in the ordinary course of business and was a carrier under section 608 of the Civil and Commercial Code, so defendants 1, 2 and 4 were jointly liable under sections 616 and 618 of that Code. A party that issued a bill of lading in its own name as carrier was jointly liable with the actual carrier in whose charge the goods were lost, under sections 39, 43, 44 and 45 of the Carriage of Goods by Sea Act. Because the plaintiff's evidence did not show that the carrier, its agents or employees stole the goods, or acted with neglect knowing that loss would occur, section 60 (1) did not apply and liability was limited under section 58. An agent that did not make the contract of carriage on behalf of its principal was not liable, and the insurer's payment of 110 percent of the value of the goods bound only the parties to the insurance contract. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

6. Supreme Court Judgment No. 8973/2553 (2010). A party entrusted by the carrier to carry goods from the port of Singapore to Laem Chabang port and to move the container to the Lat Krabang inland container depot was an actual carrier under section 3. The container had holes and was kept in an unsafe place; water entered and damaged the goods before delivery, so the actual carrier was jointly liable with the carrier. Because no value had been declared in the bill of lading, liability was limited under section 58, counting each package wrapped together on a pallet as one shipping unit, not the pallet and not each item inside a package. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

7. Carriage of Goods by Sea Act B.E. 2534 (1991), section 39, Thai text: “ภายใต้ บังคับมาตรา 51 มาตรา 52 มาตรา 53 มาตรา 54 มาตรา 55 มาตรา 56 และมาตรา 58 ผู้ขนส่งต้องรับผิดเพื่อความเสียหายอันเป็นผลจากการที่ของซึ่งได้รับมอบจากผู้ส่งของ สูญหาย เสียหาย หรือมีการส่งมอบชักช้า ถ้าเหตุแห่งการสูญหาย เสียหาย หรือการส่งมอบชักช้านั้นได้เกิดขึ้นในระหว่างที่ของดังกล่าวอยู่ในความดูแลของตน เพื่อประโยชน์แห่งมาตรานี้ ให้ถือว่าของอยู่ในความดูแลของผู้ขนส่งนับตั้งแต่เวลาที่ผู้ขนส่งได้รับของนั้นไว้จากผู้ส่งของ หรือตัวแทนผู้ส่งของหรือจากเจ้าหน้าที่หรือบุคคลใด ๆ ซึ่งกฎหมายหรือกฎข้อบังคับที่ใช้อยู่ ณ ท่าต้นทางที่บรรทุกของลงเรือกำหนดให้ผู้ส่งของต้องมอบของที่จะขนส่งไว้กับเจ้าหน้าที่หรือบุคคลดังกล่าวจนถึงเวลาที่ผู้ขนส่งส่งมอบของนั้น ณ ท่า ปลายทาง หรือ ที่หมาย ปลายทาง ตามที่ กำหนด ไว้ในมาตรา 40” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

8. Carriage of Goods by Sea Act B.E. 2534 (1991), section 40, Thai text: “ในกรณีดังต่อไปนี้ ให้ถือว่าผู้ขนส่งได้ส่งมอบของซึ่งตนได้รับไว้แล้ว (1) ผู้ขนส่งได้มอบของให้แก่ผู้รับตราส่งแล้ว (2) ในกรณีที่ผู้รับตราส่งไม่มารับของจากผู้ขนส่ง ผู้ขนส่งได้จัดการอย่างหนึ่งอย่างใดแก่ของนั้นตามที่กำหนดไว้ในสัญญารับขนของทางทะเล หรือตามกฎหมายที่ใช้บังคับ หรือประเพณีทางการค้าที่ถือปฏิบัติกันอยู่ ณ ท่าปลายทางแล้ว หรือ (3) ผู้ขนส่งได้มอบของไว้กับเจ้าหน้าที่หรือบุคคลใด ๆ ซึ่งกฎหมายหรือกฎข้อบังคับที่ใช้อยู่ ณ ท่าปลายทางกำหนดให้ผู้ขนส่งต้องมอบของที่ขนถ่ายขึ้นจากเรือไว้กับเจ้าหน้าที่หรือบุคคลดังกล่าว” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

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9. Carriage of Goods by Sea Act B.E. 2534 (1991), section 8, Thai text: “ก่อนบรรทุกของลงเรือหรือก่อนที่เรือนั้นจะออกเดินทาง ผู้ขนส่งมีหน้าที่ต้อง (1) ทำให้เรืออยู่ในสภาพที่สามารถเดินทะเลได้อย่างปลอดภัยในเส้นทางเดินเรือนั้น (2) จัดให้มีคนประจำเรือ เครื่องมือ เครื่องใช้ เครื่องอุปกรณ์ และสิ่งจำเป็นให้เหมาะสมแก่ความต้องการสำหรับเรือนั้น และ (3) จัดระวางบรรทุกและส่วนอื่น ๆ ที่ใช้บรรทุกของให้เหมาะสมและปลอดภัยตามสภาพแห่งของที่จะรับ ขนส่ง และรักษา เช่น เครื่องปรับอากาศ ห้องเย็น เป็นต้น ในการปฏิบัติหน้าที่ตามมาตรานี้ ผู้ขนส่งต้องกระทำการทั้งปวงเท่าที่เป็นธรรมดาและสมควรจะต้องกระทำสำหรับผู้ประกอบอาชีพรับขนของทางทะเล”, section 10: “ผู้ขนส่งต้องใช้ความระมัดระวังและปฏิบัติการให้เหมาะสมในการบรรทุกลงเรือ การยกขน การเคลื่อนย้าย การเก็บรักษา การดูแลและการขนถ่ายซึ่งของที่ตนทำการขนส่ง” (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

10. Supreme Court Judgment No. 15502/2556 (2013). A lawful holder of a bill of lading may claim damages from the carrier even though it is not a party to the contract of carriage. A consignee that signed the back of the bill of lading and returned it to the shipper made a blank endorsement transferring its rights, and a claim of this kind is not subject to section 36. When the shipper handed over all the goods but they did not arrive at destination, the cause was deemed to have occurred while the goods were in the carrier's charge, and a carrier that carried on CFS/CFS terms and packed the container itself was liable under sections 39 and 43. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

11. Supreme Court Judgment No. 69/2556 (2013). Copper tubes disappeared from a container and were replaced by sandbags printed in Thai. The container seal was intact, but the surveyor removed side bolts as a test and opened the door without cutting the seal. The court found that the goods were lost at Laem Chabang port while in the carrier's charge, and because the carrier did not prove an exception under sections 51 and 52 it was liable. A well-planned theft in a lit container yard operating twenty-four hours a day did not amount to neglect with knowledge under section 60 (1), so the carrier could limit its liability under section 58 paragraph one. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

12. Supreme Court Judgment No. 2586/2543 (2000). Under CY/CY carriage, the carrier's liability began on receipt of the container and ended on delivery of the container to the destination port under the regulations of the port of Yokohama, which was delivery under section 40 (3); an action brought more than one year after that date was time-barred under section 46., Supreme Court Judgment No. 12708/2555 (2012). Once the container was lifted off the ship and placed in the container yard of the Hong Kong port authority, it was no longer in the actual carrier's charge, so a fire found after the container was towed to a warehouse was not damage occurring while the goods were in its charge under section 39. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

13. Carriage of Goods by Sea Act B.E. 2534 (1991), section 52, Thai text: “ผู้ขนส่งไม่ต้องรับผิดเพื่อการสูญหาย เสียหาย หรือส่งมอบชักช้า ถ้าพิสูจน์ได้ว่าการสูญหาย เสียหาย หรือส่งมอบชักช้านั้นเกิดขึ้นหรือเป็นผลจาก (1) เหตุสุดวิสัย (2) ภยันตรายหรืออุบัติเหตุแห่งท้องทะเลหรือน่านน้ำที่ใช้เดินเรือได้ (3) การสงครามหรือการสู้รบของกองกำลังติดอาวุธ (4) สงครามกลางเมือง การจลาจล การก่อการร้าย หรือการก่อการวุ่นวายในบ้านเมือง (5) การยึด การจับ การหน่วงเหนี่ยวหรือการแทรกแซงด้วยประการใด ๆ ซึ่งกระทำต่อเรือ โดยผู้มีอำนาจปกครองรัฐหรือดินแดนหรือตามบทบัญญัติแห่งกฎหมาย แต่ทั้งนี้ ต้องไม่เป็นเหตุมาจากความผิดหรือประมาทเลินเล่อของผู้ขนส่ง (6) การใช้มาตรการป้องกันและปราบปรามโรคติดต่อ (7) การนัดหยุดงาน การปิดงานงดจ้าง การผละงาน หรือการจงใจทำงานล่าช้าที่ท่าเรือ ซึ่งการกระทำดังกล่าวเป็นอุปสรรคแก่การบรรทุกหรือขนถ่ายของหรือเป็นอุปสรรคแก่การที่เรือจะเข้าหรือออกจากท่าเรือนั้น (8) การกระทำของโจรสลัด (9) ความผิดของผู้ส่งของหรือผู้รับตราส่ง เช่น การบรรจุหีบห่อหรือรวมมัดไม่มั่นคงแข็งแรงหรือไม่เหมาะสมกับสภาพแห่งของ การทำเครื่องหมายที่ของหรือหีบห่อไม่ชัดเจนหรือไม่เพียงพอ (10) สภาพแห่งของนั้นเอง (11) ความชำรุดบกพร่องของเรือที่แฝงอยู่ภายในซึ่งไม่อาจพบเห็นหรือทราบได้ด้วยการตรวจสอบอย่างระมัดระวังและโดยใช้ฝีมือเท่าที่เป็นธรรมดาและสมควรจะต้องใช้สำหรับผู้ประกอบอาชีพตรวจเรือ (12) ความผิดพลาดในการเดินเรืออันเกิดจากความบกพร่องในการปฏิบัติหน้าที่หรือตามคำสั่งของผู้นำร่อง (13) เหตุอื่นใดที่มิใช่ความผิดหรือประมาทเลินเล่อ

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หรืออยู่ในความรู้เห็นของผู้ขนส่ง และมิใช่ความผิดหรือประมาทเลินเล่อของตัวแทนหรือลูกจ้างของผู้ขนส่ง" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

14. Carriage of Goods by Sea Act B.E. 2534 (1991), section 51, Thai text: "ผู้ขนส่งไม่ต้องรับผิดเพื่อการสูญหาย เสียหาย หรือส่งมอบชักช้าอันเกิดขึ้นจากการไม่เป็นไปตามมาตรา 8 วรรคหนึ่ง ถ้าพิสูจน์ได้ว่าตนปฏิบัติหน้าที่ตามมาตรา 8 วรรคสอง หรือมาตรา 9 แล้ว", section 53: "ผู้ขนส่งไม่ต้องรับผิดเพื่อการสูญหาย เสียหาย หรือส่งมอบชักช้า อันเกิดจากอัคคีภัย เว้นแต่ผู้ใช้สิทธิเรียกร้องจะพิสูจน์ได้ว่า อัคคีภัยนั้นเกิดขึ้นจากความผิด หรือประมาทเลินเล่อของผู้ขนส่งหรือตัวแทนหรือลูกจ้างของผู้ขนส่ง" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

15. Supreme Court Judgment No. 4581/2552 (2009). The storm the judgment names Haiyan (a typhoon earlier than the 2013 storm of that name, since the judgment dates from 2009) was of a kind that forms regularly in the South China Sea and was not so severe as to be unforeseeable; the master knew the forecast before sailing and could have avoided it by waiting for the weather to calm. It was therefore neither force majeure nor a peril of the sea under section 52, and the carrier was liable for the loss that occurred while the goods were in its charge. The argument that the parties had agreed to apply the Hague Rules, which the plaintiff had not pleaded, had not been raised in the court of first instance. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

16. Supreme Court Judgment No. 1273/2554 (2011). Under CFS/CFS carriage the carrier packs the container itself and must check that the container suits the goods. Where the damage was caused by holes in the container roof, and the carrier used the container knowing that damage might result, the carrier could not rely on the limitation in section 58 because the case fell under section 60 (1). (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

17. Carriage of Goods by Sea Act B.E. 2534 (1991), section 49, Thai text: "เมื่อผู้รับตราส่งได้รับมอบของจากผู้ขนส่งหรือจากบุคคลตามมาตรา 40 (3) ไว้แล้ว ให้สันนิษฐานไว้ก่อนว่าผู้ขนส่งได้มอบของซึ่งมีสภาพ จำนวน น้ำหนัก และรายละเอียดอื่น ๆ ตรงตามที่ระบุไว้ในใบตราส่ง หรือถ้าไม่ได้ออกใบตราส่งให้ไว้แก่กันให้สันนิษฐานว่าได้ส่งมอบของซึ่งมีสภาพดี แล้วแต่กรณี เว้นแต่ (1) ผู้รับตราส่ง หรือ บุคคลตามมาตรา 40 (3) และผู้ขนส่งได้ทำการสำรวจ หรือตรวจสภาพของร่วมกันและจดแจ้งการสูญหายหรือเสียหายไว้แล้วก่อนที่ผู้รับตราส่งจะรับมอบของ (2) ในกรณีที่ไม่มีการสำรวจหรือตรวจสภาพของร่วมกันตาม (1) ผู้รับตราส่งได้ส่งคำบอกกล่าวเป็นหนังสือแก่ผู้ขนส่ง ณ ท่าปลายทางก่อนรับมอบของตามวรรคหนึ่ง หรือภายในหนึ่งวันทำการถัดจากวันรับมอบของว่ามีของสูญหายหรือเสียหาย พร้อมทั้งแจ้งถึงสภาพการสูญหายหรือเสียหายนั้น ๆ ด้วย หรือในกรณีที่การสูญหาย หรือเสียหายไม่อาจพบหรือเห็นได้จากการตรวจสภาพภายนอกแห่งของนั้น ผู้รับตราส่งได้ส่งคำบอกกล่าวภายในสิบห้าวันนับแต่วันรับมอบของ" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

18. Carriage of Goods by Sea Act B.E. 2534 (1991), section 48, Thai text: "สิทธิเรียกร้องค่าเสียหายอันเป็นผลจากการส่งมอบชักช้าย่อมสิ้นไป ถ้าผู้รับตราส่งมิได้ส่งคำบอกกล่าวเป็นหนังสือแก่ผู้ขนส่งภายในหกสิบวันนับแต่วันที่ได้รับมอบของ" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

19. Carriage of Goods by Sea Act B.E. 2534 (1991), section 46, Thai text: "ภายใต้บังคับมาตรา 47 และมาตรา 48 สิทธิเรียกร้องเอาค่าเสียหายเพื่อการสูญหาย เสียหาย หรือส่งมอบชักช้าแห่งของที่รับขนตามสัญญารับขนของทางทะเล ถ้าไม่ได้ฟ้องคดีต่อศาลหรือเสนอข้อพิพาทให้อนุญาโตตุลาการชี้ขาดภายในหนึ่งปีนับแต่วันที่ผู้ขนส่งได้ส่งมอบของ หรือถ้าไม่มีการส่งมอบนับแต่วันที่ล่วง

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เลยกำหนดส่งมอบตามมาตรา 41 (1) หรือนับแต่วันที่ล่วงเลยกำหนดเวลาอันสมควรตามมาตรา 41 (2) ให้เป็นอันขาดอายุความ" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

20. Carriage of Goods by Sea Act B.E. 2534 (1991), section 47, Thai text: "ก่อนอายุความตามมาตรา 46 จะครบบริบูรณ์ ถ้าฝ่ายที่ถูกเรียกร้องยินยอมโดยทำเป็นหนังสือลงลายมือชื่อฝ่ายที่ถูกเรียกร้องว่าจะไม่ยกอายุความขึ้นเป็นข้อต่อสู้ในกรณีที่ฝ่ายที่มีสิทธิเรียกร้องฟ้องคดีต่อศาลหรือเสนอข้อพิพาทให้อนุญาโตตุลาการชี้ขาด ความยินยอมนี้ให้ใช้บังคับได้" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

21. Supreme Court Judgment No. 15080/2556 (2013). The destination port had regulations requiring the carrier to hand over goods to the port authority, so handing them over to the port authority was delivery under section 40 (3). Even though the consignee collected the goods and learned of the damage later, it had to sue within one year from the date of delivery to the port authority under section 46., Supreme Court Judgment No. 4206/2549 (2006). Section 46 applies only where a consignee or shipper sues the carrier for loss of, damage to or delay in delivery of the goods carried. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

22. Carriage of Goods by Sea Act B.E. 2534 (1991), section 58, Thai text: "ภายใต้บังคับมาตรา 60 ในกรณีที่ของซึ่งผู้ขนส่งได้รับมอบหมายสูญหายหรือเสียหายไม่ว่าทั้งหมดหรือบางส่วน ให้จำกัดความรับผิดของผู้ขนส่งไว้เพียงหนึ่งหมื่นบาทต่อหนึ่งหน่วยการขนส่ง หรือกิโลกรัมละสามสิบบาทต่อน้ำหนักสุทธิแห่งของนั้น แล้วแต่เงินจำนวนใดจะมากกว่า ในกรณีที่คำนวณราคาของที่สูญหายหรือเสียหายได้ตามมาตรา 61 และปรากฏว่าราคาของนั้นต่ำกว่าที่จำกัดความรับผิดไว้ตามวรรคหนึ่ง ให้ถือเอาตามราคาที่คำนวณได้นั้น ในกรณีที่มีการส่งมอบของชักช้า ให้จำกัดความรับผิดของผู้ขนส่งไว้เพียงสองเท่าครึ่งของค่าระวางแห่งของเฉพาะที่ส่งมอบชักช้า แต่รวมกันต้องไม่เกินค่าระวางทั้งหมดตามสัญญารับขนของทางทะเล ในกรณีที่ผู้ขนส่งต้องรับผิดทั้งตามวรรคหนึ่งและวรรคสามโดยมีหน่วยการขนส่งเดียวกันเป็นมูลแห่งความรับผิด ให้จำกัดความรับผิดของผู้ขนส่งไว้ไม่เกินจำนวนเงินที่กำหนดตามวรรคหนึ่ง" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

23. Carriage of Goods by Sea Act B.E. 2534 (1991), section 59, Thai text: "ในการคำนวณว่าเงินจำนวนใดจะมากกว่าตามมาตรา 58 วรรคหนึ่ง ให้ใช้หลักเกณฑ์ดังต่อไปนี้ (1) ในกรณีที่มีการรวมของหลายหน่วยการขนส่งเป็นหน่วยการขนส่งเดียวกัน ไม่ว่าจะมีการใช้ภาชนะขนส่งบรรจุหรือรองรับหรือไม่ก็ตาม ถ้าระบุจำนวนและลักษณะของหน่วยการขนส่งที่รวมกันนั้นไว้ในใบตราส่ง ให้ถือว่าของตามใบตราส่งนั้นมีจำนวนหน่วยการขนส่งตามที่ระบุไว้นั้น แต่ถ้ามิได้ระบุ ให้ถือว่าของทั้งหมดที่รวมเป็นหน่วยการขนส่งเดียวกันนั้นเป็นหนึ่งหน่วยการขนส่ง (2) ในกรณีที่ตัวภาชนะขนส่งสูญหายหรือเสียหาย ถ้าผู้ขนส่งไม่ได้เป็นเจ้าของหรือผู้จัดหาภาชนะขนส่งนั้น ให้ถือว่าภาชนะขนส่งอันหนึ่งเป็นของหนึ่งหน่วยการขนส่งอีกต่างหากจากของที่อยู่ในหรือบนภาชนะขนส่งนั้น" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

24. Carriage of Goods by Sea Act B.E. 2534 (1991), section 60, Thai text: "การจำกัดความรับผิดของผู้ขนส่งตามมาตรา 58 มิให้ใช้บังคับแก่กรณีดังต่อไปนี้ (1) การสูญหาย เสียหาย หรือส่งมอบชักช้าที่เกิดขึ้นนั้นเป็นผลจากการที่ผู้ขนส่งหรือตัวแทนหรือลูกจ้างของผู้ขนส่งกระทำหรืองดเว้นกระทำการโดยมีเจตนาที่จะให้เกิดการสูญหาย เสียหาย หรือส่งมอบชักช้า หรือโดยละเลยหรือไม่เอาใจใส่ ทั้งที่รู้ว่าการสูญหาย เสียหาย หรือส่งมอบชักช้านั้นอาจเกิดขึ้นได้ (2) ผู้ส่งของและผู้ขนส่งตกลงกันกำหนดความรับผิดของผู้ขนส่งไว้มากกว่าที่กำหนดไว้ในมาตรา 58 โดยระบุไว้ในใบตราส่ง (3) ผู้ขนส่งได้จดแจ้งรายการใด ๆ ไว้ในใบตราส่งตามที่ผู้ส่งของแจ้ง หรือจัดให้โดยไม่บันทึกข้อสงวนเกี่ยวกับรายการนั้นไว้ในใบตราส่ง ทั้งนี้ โดยมีเจตนาที่จะฉ้อฉลผู้รับตราส่งหรือบุคคลภายนอกซึ่งกระทำการโดยเชื่อรายการในใบตราส่งนั้น (4) ผู้ส่งของได้แจ้งราคาของที่ขนส่งให้ผู้ขนส่งทราบและผู้ขนส่งยอมรับ โดยแสดง

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ราคาของนั้นไว้ในใบตราส่ง ในกรณีตาม (4) นี้ ถ้าราคาที่คำนวณได้ตามมาตรา 61 ต่ำกว่าราคาที่แสดงไว้ในใบตราส่ง ให้ผู้ขนส่งรับผิดเพียงเท่าราคาที่คำนวณได้นั้น และถ้าราคาที่คำนวณได้ตามมาตรา 61 สูงกว่าราคาที่แสดงไว้ในใบตราส่ง ให้ผู้ขนส่งรับผิดเพียงเท่าราคาที่แสดงไว้ในใบตราส่ง" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

25. Supreme Court Judgment No. 22318/2555 (2012). A subrogated insurer sued the carrier without pleading that the damage resulted from an act under section 60 (1) or that the carrier knew the value of the goods under section 60 (4); it could not raise those points for the first time on appeal. Even though some defendants failed to file a defense, the carrier's liability remained subject to the limit in section 58. The court of first instance ordered payment of THB 20,000 out of THB 106,949.59 claimed for an ice maker and ice bin imported from the United States. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

26. Carriage of Goods by Sea Act B.E. 2534 (1991), section 61, Thai text: "การคำนวณ ราคา ของ ที่ สูญหาย หรือ เสียหาย ตามมาตรา 58 ให้ใช้หลักเกณฑ์ดังนี้ (1) ถ้าของสูญหายหรือเสียหายทั้งหมด ให้คำนวณเท่ากับราคาที่ของนั้นจะพึงมีในเวลาที่พึงส่งมอบ ณ ท่าปลายทาง (2) ถ้าของสูญหายหรือเสียหายบางส่วน ให้คำนวณตามส่วนโดยเทียบกับราคาของอย่างเดียวกันและคุณภาพเท่าเทียมกันที่ยังเหลืออยู่ในเวลาส่งมอบ ณ ท่าปลายทาง" (Thai text: Office of the Council of State version published by the Central Intellectual Property and International Trade Court, ipitc.coj.go.th, every paragraph checked against a second source on October 6, 2026. The English translation in the article is ours; there is no official English translation of the Act.)

27. Supreme Court Judgment No. 18407/2556 (2013). The carrier and the actual carrier are liable not only for the value of the damaged goods but also for expenses the consignee had to incur as a result of the damage; customs duty, transport costs and loss of profit are damage resulting from the damage to the goods. (Thai full text read on deka.supremecourt.or.th, October 6, 2026; summary by the firm.)

28. Carriage of Goods by Sea Act 1971 (United Kingdom) Schedule (The Hague Rules as Amended by the Brussels Protocol 1968) Article III rule 6 "...the carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered." Article IV rule 5(a) "Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.67 units of account per package or unit or 2 units of account per kilogramme of gross weight of the goods lost or damaged, whichever is the higher." Article IV rule 5(c) "Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading as packed in such article of transport shall be deemed the number of packages or units for the purpose of this paragraph as far as these packages or units are concerned. Except as aforesaid such article of transport shall be considered the package or unit." legislation.gov.uk (revised text checked October 6, 2026).

29. Volcafe Ltd and others v Compania Sud Americana de Vapores SA [2018] UKSC 61, judgment of 5 December 2018 (Lord Sumption), paragraph 20 "...where cargo was shipped in apparent good order and condition but is discharged damaged the carrier bears the burden of proving that that was not due to its breach of the obligation in article III.2 to take reasonable care." paragraph 37 "...in order to be able to rely on the exception for inherent vice, the carrier must show either that he took reasonable care of the cargo but the damage occurred nonetheless; or else that whatever reasonable steps might have been taken to protect the cargo from damage would have failed in the face of its inherent propensities." caselaw.nationalarchives.gov.uk (full judgment read October 6, 2026).

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30. Norfolk Southern Railway Co. v. James N. Kirby, Pty Ltd., 543 U.S. 14 (2004), decided November 9, 2004 (O'Connor, J.) "Confusion and inefficiency will inevitably result if more than one body of law governs a given contract's meaning." The opinion quotes the United States Carriage of Goods by Sea Act limitation of "$500 per package" and holds that the Himalaya Clause in the bill of lading protected the domestic rail carrier. law.cornell.edu (full opinion read October 6, 2026).

31. Steven Shavell, "Strict Liability versus Negligence," The Journal of Legal Studies 9(1) (1980) 1-25, DOI 10.1086/467626 (bibliographic data checked against Crossref, October 6, 2026).

32. 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 (bibliographic data checked against Crossref, October 6, 2026).

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