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Commercial and Civil Code of Thailand

BOOK II

OBLIGATIONS

TITLE I

GENERAL PROVISIONS

CHAPTER I

SUBJECT OF OBLIGATIONS

Section 194. by virtue of an obligation the creditor is entitled to claim performance from the debtor. The performance may consist in a forbearance.

Section 195. When the thing which forms the subject of an obligation is described only in kind, if its quality cannot be determined by the nature of the juristic act or the intention of the parties, the debtor must deliver a thing of medium quality.

If the debtor has done every thing required on his part for the delivery of such thing, or if he on obtaining the consent of the creditor has designated a thing for delivery, such thing becomes from that time the subject of the obligation.

Section 196. If a money debt is expressed in a foreign currency, payment may be made in Thai currency.

The commutation is made according to the rate of exchange current in the place of payment at the time of payment.

Section 197. If a money debt is payable in a specific kind of money which is no longer current at the time of payment, the payment shall be as if the kind of money were not specified.

Section 198. If several acts of performance are due in such manner that only one of them is to be done, the right to elect belongs to the debtor unless otherwise stipulated.

Section 199. The election is made by a declaration of intention to the other party. The performance elected is deemed to be the only one due from the beginning.

Section 200. If the election is to be made within a period of time, and the party who has the right of election does not exercise it within such period, the right of election passes to the other party.

If no period of time was fixed, when the obligation becomes due, the party who has not the right of election can notify the other party to exercise his right of election within a reasonable time to be fixed in such notice.

Section 201. If a third person is to make the election, it is done by a declaration of intention made to the debtor, who must inform the creditor.

If such third person cannot make the election or is unwilling to do so, the right of election passes to the debtor.

Section 202. If one of the acts of performance is impossible from the beginning, or if it subsequently becomes impossible, the obligation is limited to the other act of performance. This limitation does not arise if the performance becomes impossible in consequence of a circumstance for which the party not entitled to elect is responsible.