

LEGAL RESEARCH MEMORANDUM

**Recognition of a Foreign Marriage,
Divorce Jurisdiction & Division of Marital
Property under Thai Law**

An analysis for a Chinese spouse, based on the Thai Civil and Commercial Code, the Act on Conflict of Laws B.E. 2481, and verified decisions of the Supreme Court of Thailand (Dika)

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Important Notice & How to Read This Report

This report explains how Thai law applies to the facts described below. It is written in plain language for a non-lawyer, while remaining legally accurate. It is organised in ten parts and is reproduced in full in Simplified Chinese immediately after the English text.

Please note

This memorandum is **legal information and research**, prepared on the facts supplied. It is not a substitute for formal legal advice or representation, and outcomes in family cases are highly fact-dependent. Before acting, the client should retain Thai family-law counsel who can review the underlying documents.

Every Supreme Court (Dika) decision cited here was **verified against the firm's decision database** (each case file physically checked and read). Citations that appeared only in secondary or marketing materials and could not be verified have been deliberately excluded. Thai court years are stated in the Buddhist Era (B.E.); the Common-Era (CE) year is given in brackets (B.E. – 543 = CE).

Thai statutory references are to the **Civil and Commercial Code (CCC)** unless stated otherwise. Thai-language terms are romanised (for example, *Sin Somros*) with an English meaning on first use.

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Part 1 — Executive Summary

1.1 The facts in brief

A Chinese woman married a foreign man in China. The marriage was lawfully registered in China and remains valid. The couple never registered the marriage in Thailand. They lived together in Thailand for about three years and are now separated. There are no children. The husband currently provides little or no financial support to the wife. The couple own assets in Thailand, including a **villa held through a Thai company** in which the husband is involved but in which the wife is **not** recorded as a shareholder, director or officer. During the marriage the couple ran several businesses and used the profits of existing businesses to start further businesses and to buy assets. **No prenuptial agreement** was signed.

1.2 Key legal conclusions

1. **The Chinese marriage is recognised in Thailand** and does not need to be registered again. A marriage validly celebrated and registered abroad is recognised under the Act on Conflict of Laws B.E. 2481 (Section 20) — re-registration at a Thai district office is not required.
2. **A Thai court can grant the divorce**, even though the marriage was registered in China. The grounds are judged by Thai law (the law of the forum); but, because the spouses are foreign, the court must also be satisfied that divorce is *permitted* by the national law of each spouse (Conflict of Laws Act, Section 27), and that foreign law must be proved as a fact. Long residence in Thailand and the Thai-situs assets support the court taking the case; jurisdiction where *both* spouses are foreign is fact-sensitive (discussed in Part 3).
3. **The strongest current ground for divorce is Section 1516(6)** — failure to provide proper maintenance and support, and/or conduct seriously adverse to the marriage. Desertion (Section 1516(4)) and three-year voluntary separation (Section 1516(4/2)) may become available as time passes. If the husband is keeping another woman, Section 1516(1) also applies.
4. **Almost everything acquired during the marriage is marital property (Sin Somros) and is divided equally.** Business profits earned during the marriage, assets bought with those profits, assets acquired by reinvesting profits, and the value built up in the villa are all presumptively marital and split 50/50 on divorce (Sections 1474 and 1533).
5. **The villa held through the company:** the wife very likely has a marital-property claim to **half the value of the husband's shares** (not to the land itself), even though she is not on the company register, because shares bought with marital funds during the marriage are Sin Somros. A foreign spouse cannot take Thai land, and a company used as a nominee to hold land for a foreigner is itself unlawful and vulnerable.
6. **Financial claims are available:** maintenance during the marriage and the proceedings (Sections 1461 and 1598/38), and a post-divorce living allowance / alimony (Section 1526) if the divorce results from the husband's fault and leaves the wife in need — in addition to her 50% share of the marital property.
7. **Immediate priority — protect the assets.** The wife should investigate and trace the assets, preserve evidence now, and ask the court for interim measures (an injunction or attachment under the Civil Procedure Code) to stop the husband transferring the shares, company accounts or the villa before the case is decided.

Part 2 — Recognition of the Chinese Marriage in Thailand

2.1 Is a marriage registered in China recognised under Thai law?

Yes. Thailand recognises a marriage that was validly created abroad. The governing rule is the **Act on Conflict of Laws B.E. 2481 (1938), Section 20**, which provides that a marriage is valid if it was made in accordance with the *form* required by the law of the country where it took place. A marriage registered in China, valid in Chinese form, therefore satisfies the formal-validity rule and is treated as a valid marriage in Thailand. The *capacity* of each spouse to marry is tested against that spouse's own national law under **Section 19**. Recognition is subject only to the general public-policy safeguard in **Section 5** (a foreign law or result that is contrary to Thai public order or good morals will not be applied) — a safeguard that has no bearing on an ordinary Chinese marriage.

Section 20 is a general rule that does not depend on either spouse being Thai, so it applies equally to a marriage between two foreign nationals. The Code reinforces this: **CCC Section 1459** allows a marriage abroad involving a Thai national to be registered through a Thai diplomatic or consular officer, but only *if the parties wish* — confirming that Thai (re-)registration of a foreign marriage is optional, not a condition of validity.

2.2 Must the parties register the marriage again in Thailand?

No. There is no requirement to re-register a foreign marriage at a Thai *amphur* (district office). The rule that a marriage is valid in Thailand *only* once registered at a district office applies to marriages **celebrated in Thailand**; it does not apply to a marriage validly celebrated abroad, which is recognised through the Conflict of Laws Act. In practice the couple proves the marriage by producing the **Chinese marriage certificate, legalised** (notarised, authenticated by the Chinese Ministry of Foreign Affairs and the Thai Embassy, or via the relevant legalisation channel) and accompanied by a **certified Thai translation**. Thai courts and government offices then accept the marriage as valid.

2.3 Legal status of the marriage in Thailand

The couple are treated as **lawfully married** for all purposes of Thai law. That carries the full set of spousal rights and duties: the duty to cohabit and to **maintain and support each other** (Section 1461), and — crucially for this matter — the **statutory marital-property regime** applies to the assets they hold in Thailand because they did not sign a prenuptial agreement. (A foreign prenuptial agreement is, in any event, only enforceable in Thailand if it was made in writing and entered in the marriage register at the time of marriage registration under Section 1466; that is not in issue here, as there was no prenuptial agreement.)

2.4 Supporting authority and the limit of recognition

Thai courts routinely apply Thai law to marriages celebrated abroad. In **Dika 8455/2559 (2016)**, an American husband had married a Thai wife in the United States; the Thai court treated the marriage as valid and applied Thai law, and refused to give effect to a later California divorce that the husband had obtained in bad faith (serving the wife only by newspaper notice although he knew her address) because that foreign judgment was contrary to Thai public order. The case illustrates two points relevant here: a foreign marriage is recognised, and Thai courts will police recognition of foreign *divorces* through the public-policy safeguard.

Point of caution

Recognition of the *marriage* is straightforward. Recognition of any future foreign *divorce* (for example, a divorce later obtained in China) is a separate question governed by the Conflict of Laws Act and public policy — a foreign divorce obtained without proper notice or in bad faith may not be honoured in Thailand (Dika 8455/2559).

Part 3 — Jurisdiction of the Thai Courts

3.1 Can the parties divorce in Thailand although they married in China?

Yes, in principle. The place of marriage does not fix the place of divorce. Thai courts can dissolve a foreign-registered marriage. Two distinct questions must be kept apart: (a) *which law decides whether a divorce can be granted and on what grounds* (the choice-of-law question), and (b) *whether a Thai court will hear this particular case* (the jurisdiction/venue question).

3.2 Thai conflict-of-laws principles (which law applies)

The **Act on Conflict of Laws B.E. 2481, Section 27** sets a two-step rule for divorce involving foreign nationals:

- **Gateway — both national laws must permit divorce.** A Thai court will not grant a divorce unless divorce is *permitted by the national law of each spouse*. For the Chinese wife, Chinese law plainly permits divorce; the same is true for virtually every nationality the husband could hold. So the gateway is satisfied — but the content of the relevant foreign law must be **proved to the court as a fact** (by expert evidence or official sources). If a party fails to prove the foreign law, **Section 8** directs the court to apply Thai law instead.
- **Grounds — Thai law governs.** Once through the gateway, the *grounds* for divorce are governed by the law of the place where the action is brought — that is, **Thai law**, the grounds in CCC Section 1516 (Part 4). The fact that both spouses are foreign does not change this: the grounds are still Thai-law grounds.

This is the approach the Supreme Court applied in **Dika 1869/2566 (2023)**, a cross-border divorce, where the Court confirmed that the Conflict of Laws Act gateway must be satisfied and that the foreign national law must be established before a Thai court grants the decree. **Dika 8455/2559 (2016)** confirms the corollary: where foreign law is not properly proved or a foreign decree offends Thai public order, the Thai court applies Thai internal law.

3.3 Jurisdiction, residence and the effect of three years in Thailand

Thailand does not impose a fixed minimum-residence *waiting period* before a foreigner can file for divorce (unlike some countries). Instead, a Thai court takes a family case where there is a sufficient **connecting factor** — most importantly the **domicile or residence of the defendant in Thailand**, and the **location of the marital property in Thailand**. Family cases are heard in the **Juvenile and Family Court** (for foreign parties, typically the Central Juvenile and Family Court in Bangkok).

The couple's roughly **three years of living together in Thailand** is therefore legally useful: it establishes residence as a connecting factor, and it is where the businesses, bank accounts and the villa are located. Combined with the Thai-situs assets, that gives a Thai court a solid basis both to hear the divorce and to divide the Thai property.

Area of uncertainty — both spouses are foreign

The verified cross-border precedents in the database (Dika 1869/2566; 8455/2559) each involved **one Thai spouse**. Where **both** spouses are foreign nationals, a Thai court will still generally accept jurisdiction if there is a genuine connecting factor (residence and/or property in Thailand), but the position is more fact-sensitive and less frequently litigated, and the Section 27 burden to **prove**

each spouse's national law is heavier.

Practical consequence: the wife should be ready to prove (i) the validity of the Chinese marriage, (ii) that Chinese law — and the husband's national law — permit divorce, and (iii) the Thai residence/asset connection. Filing where the husband resides in Thailand and where the property sits puts jurisdiction on its firmest footing.

Part 4 — Grounds for Divorce (CCC Section 1516)

Thailand has a **fault-based** contested-divorce system. A spouse who sues for divorce must plead and prove one of the grounds listed in **Section 1516(1)–(10)**. The **burden of proof is on the plaintiff** (Civil Procedure Code Section 84/1); where the defendant denies the allegation, the plaintiff must lead evidence to prove it — confirmed in **Dika 13965/2558 (2015)**. Three statutory bars must also be kept in mind:

- **Consent or connivance (Section 1517):** a spouse who consented to or connived at the conduct cannot sue on grounds (1) adultery or (2) misconduct.
- **Forgiveness (Section 1518):** the right to sue is extinguished if the entitled spouse has done any act showing forgiveness of the conduct (for example, knowingly resuming cohabitation).
- **One-year time bar (Section 1529):** actions on grounds (1), (2), (3) and (6) are extinguished one year after the claimant knew or should have known the facts. Grounds (4) desertion and (4/2) three-year separation are **not** subject to this one-year bar.

4.1 The grounds most relevant to these facts

Section 1516(6) — failure to maintain / conduct seriously adverse to the marriage

This is the strongest immediate ground. It has two alternative limbs: (a) one spouse **fails to give proper maintenance and support** to the other, or (b) one spouse commits **acts seriously adverse** to the husband-and-wife relationship — in either case to the point that the other suffers *excessive trouble*, judged against the couple's condition, position and manner of life. The limb (a) duty is the flip-side of **Section 1461**, which requires spouses to maintain and support each other *according to their ability and condition in life*.

Requirements and burden of proof. The plaintiff must show that the husband **had the ability** to support her, that he **culpably failed** to do so, and that this caused her **real hardship** relative to their station. Mere stinginess or thin support is unlikely to be enough on its own (an area of some uncertainty — see below); the claim is strongest where one spouse has clear means yet leaves the other without support.

Illustrations from verified cases. In **Dika 3232/2533 (1990)**, a spouse deserted a paralysed partner for years and gave no proper support; the court granted a divorce and ordered a living allowance. In **Dika 1242/2567 (2024)**, a wealthy husband openly kept another woman and stopped supporting his ageing, ill, income-less wife; the Court treated the divorce as caused by his fault and awarded the wife alimony of THB 50,000 per month for ten years under Section 1526. **Dika 13965/2558 (2015)** confirms that a non-support allegation must be properly proved by the plaintiff.

Section 1516(4) — desertion for more than one year

Requirements: (i) one spouse **intentionally abandoned** the other; (ii) against the deserted spouse's will and without justification; (iii) continuously for **more than one year**. The element of *intention* is decisive. Importantly, the spouse who physically leaves is **not** necessarily the deserter: if the departure was *caused* by the other spouse's wrongdoing (for example, being locked out, or the other keeping a lover), the one who left has not 'deserted'. In **Dika 157/2561 (2018)** a wife who left after being locked out and after her husband openly kept another woman was held *not* to have deserted him. In **Dika**

8455/2559 (2016) a husband failed to prove the wife had *intentionally* deserted him, so the desertion ground failed. There is no one-year time bar on this ground.

Section 1516(4/2) — voluntary separation for more than three years

This ground has **two cumulative elements**, not one: (i) the spouses live apart for **more than three years** (or apart by court order for more than three years), **and** (ii) the separation is **because they cannot peacefully live together**. The leading recent statement is **Dika 451/2567 (2024)**: the Court stressed that lapse of time alone is not enough and that the separation must be **voluntary on both sides** and arise from a genuine inability to cohabit peacefully. On the facts of that case, although the couple had in fact lived apart for more than three years, the Court found the separation was *not voluntary on the defendant's part* (the plaintiff had moved away to care for a sick parent), which defeated reliance on the ground. Either spouse may sue, and there is no one-year time bar.

4.2 The other grounds, in outline

- **(1) Adultery / keeping another as spouse:** maintaining or honouring another person as husband or wife, committing adultery, or having a regular sexual relationship with another. A single act of adultery can suffice. The innocent spouse may also claim compensation from the spouse and from the third party (Section 1523). Verified adultery decisions: **Dika 4969/2565 and 4977/2565 (2022)**, **Dika 3122/2564 (2021)**. Bars: Sections 1517, 1518, 1529.
- **(2) Misconduct (criminal or not):** conduct that makes the other spouse seriously ashamed, hated or insulted for remaining married, or that causes excessive injury given their station.
- **(3) Serious harm or serious insult:** serious physical or mental harm or torture, or serious insult to the spouse or the spouse's ascendants. The conduct must be *serious*: in **Dika 157/2561 (2018)** a single push to the mother-in-law's chest was held *not* serious enough.
- **(4/1), (5), (7)–(10):** imprisonment of the other spouse for more than one year (4/1 — see **Dika 11702/2555 (2012)** for the elements); disappearance for over three years (5); incurable insanity for over three years (7); breach of a bond of good behaviour (8); a dangerous communicable disease (9); and permanent physical incapacity to cohabit (10). None appears to fit these facts.

4.3 Application to the facts

1. **Section 1516(6) is the strongest ground available now.** The husband provides little or no support while the couple own businesses and a villa, indicating he has the means. If the wife can show his ability to support, his culpable failure, and resulting hardship, the ground is available immediately, subject to the one-year time bar running from her knowledge (note that an *ongoing* failure to support renews the claim).
2. **Section 1516(1)** would apply if evidence shows the husband is maintaining or has a relationship with another woman — which, if present, also strengthens an alimony claim (compare **Dika 1242/2567**).
3. **Section 1516(4) desertion** will be available only once the husband has intentionally abandoned the wife for more than one year. Because the couple cohabited for about three years and have only recently separated, the one-year clock may not yet have run — this depends on the precise timeline.
4. **Section 1516(4/2) three-year separation** is **not yet** available, because the separation is recent (the three years describes their *cohabitation*, not their separation). It may become available if they remain apart, voluntarily, for over three years.

5. **Framing matters.** If the wife left or was excluded because of the husband's conduct, he cannot use desertion or 'voluntary separation' against *her* (Dika 157/2561). Conversely, for the wife herself to rely on 4/2 in the future, the separation should be framed as a genuinely mutual inability to live together, not a unilateral departure (Dika 451/2567).

Area of uncertainty

Whether **bare** non-support (without demonstrable hardship) is by itself enough for Section 1516(6) is not settled on the verified case law. The safer course is to prove the husband's means, his culpable failure, and concrete hardship. Pleading (6) together with any available evidence under (1) strengthens the position.

Part 5 — Division of Property: Sin Suan Tua and Sin Somros

Because the couple signed no prenuptial agreement, the **statutory marital-property regime** applies. Thai law divides a married couple's property into two classes: **Sin Suan Tua** (separate / personal property) and **Sin Somros** (marital property). The classification — not whose name is on the title — determines who gets what on divorce.

5.1 The two classes of property

Category	Class	Basis & authority
Property owned before the marriage	Sin Suan Tua (separate)	Section 1471(1)
Personal effects, clothing, tools of one's trade	Sin Suan Tua	Section 1471(2)
Property received during marriage by gift or will	Sin Suan Tua (separate)	Section 1471(3); ambiguous donee → presumed marital (Dika 679/2532)
<i>Khongman</i> (engagement property)	Sin Suan Tua	Section 1471(4)
Separate property later exchanged, sold or replaced	Stays Sin Suan Tua (tracing)	Section 1472 — only if the separate source is proved
Property acquired during the marriage (generally)	Sin Somros (marital)	Section 1474(1)
Gift/will expressly stated to be marital	Sin Somros	Section 1474(2)
Fruits of separate property (rent, interest, dividends)	Sin Somros	Section 1474(3)
Property where the class is in doubt	Presumed Sin Somros	Section 1474, final paragraph

The **presumption in Section 1474** is decisive in practice: where it is unclear whether an asset is separate or marital, the law **presumes it is marital**, and the spouse who claims it is separate carries the burden of proving that — with documents and by showing the asset was kept apart from marital money. This was applied in **Dika 372/2567 (2024)** (gifted shares of land were separate, but land bought *during* the marriage was marital) and **Dika 679/2532 (1989)** (where it could not be shown whether a gift was to one spouse alone or to both, it was treated as marital).

5.2 How the specific categories are treated

- **Property owned before marriage** — separate (Section 1471(1)). But income and growth it generates during the marriage are marital (below).
- **Property acquired during marriage** — marital (Section 1474(1)), regardless of which spouse's name is on it.
- **Gifts during marriage** — separate (Section 1471(3)), unless expressly given as marital; if it is unclear who the donee was, the presumption makes it marital (Dika 679/2532).
- **Inheritance during marriage** — separate (Section 1471(3)).

- **Income / earnings during marriage** — marital (Section 1474(1)). In **Dika 2236/2562 (2019)** the Court held that money deducted from a spouse's salary to buy shares was income earned during the marriage and therefore marital. In **Dika 1053/2537 (1994)**, a prize won during the marriage on a ticket bought with pre-marital money was marital, because it was *received* during the marriage.
- **Business profits during marriage** — marital, whether as property acquired during the marriage (Section 1474(1)) or as the fruits of a business (Section 1474(3)).
- **Assets bought with business profits** — marital, because they were acquired during the marriage.
- **Assets acquired by reinvesting profits** — still marital. Reinvestment does not 'launder' the marital character of the money; the new asset is itself acquired during the marriage.

5.3 Division on divorce

On divorce the **Sin Somros is divided equally** between husband and wife — a 50/50 split (**Section 1533**). The property is valued and 'liquidated' as at the relevant date: the date of registration of divorce in a divorce by consent, or the date the divorce action was filed in a contested divorce (**Section 1532**). In **Dika 1319/2568 (2025)**, a house and land bought during the marriage with part cash and a joint loan were marital property to be divided on divorce, and the Court applied Section 1532 to the valuation and settlement. A spouse can also convert separate property into marital property by a proper agreement entered in the marriage register (**Dika 6711/2537 (1994)**, Sections 1465–1466).

5.4 Application to the facts

The couple built businesses and assets **from profits earned during the marriage**, with no prenuptial agreement. On the Code and the verified cases, a Thai court would very likely treat **all profits earned during the marriage as marital**, and **every business and asset started or bought during the marriage — including the value built up in the villa — as marital (Sin Somros), divided equally**. The reinvestment of profits into new ventures does not change that result. The only realistic separate-property carve-out would be a **business the husband owned outright before the marriage**: its original capital may trace as separate under Section 1472, but its **profits and growth during the marriage are marital**, and the carve-out survives only if he can prove the pre-marital source with clean documents and show the money was never commingled. Because the Section 1474 presumption favours marital property, the **burden is on the husband** to prove anything is separate.

Part 6 — Company Ownership and the Thai Villa

The villa is held through a Thai company in which the husband is involved and in which the wife is not recorded. The right way to analyse this is to separate **two different assets**: (i) the **shares** in the company, and (ii) the **land and villa** that the company owns. The wife's realistic target is the value of the shares and the company, not the land title itself.

6.1 Are shares acquired during the marriage marital property?

Yes — very likely. Shares acquired and paid for during the marriage out of marital funds are **Sin Somros even if they are registered in the husband's sole name**, because Thai courts trace the **source of the funds** and apply the Section 1474 presumption. The key verified authority is **Dika 2236/2562 (2019)**: money used to buy share capital, having come from a spouse's salary (income earned during the marriage), was marital property under Section 1474(1), and 'the claim in the share capital therefore remains marital property' even though the shares stood in one member's name alone. **Dika 755/2565 (2022)** likewise looked beyond the register to true ownership in a family-company context. The wife's absence from the share register does **not** defeat a marital-property claim to the *value* of the husband's shares.

6.2 Can the company's value, dividends and retained earnings be brought in?

Yes, in substance. Because the husband's shares (if marital) carry the value of the company behind them, the **value of his shareholding** is brought into the marital estate and shared. **Dividends and the fruits** of the business earned during the marriage are marital (Section 1474(3)), and **assets the company built up with marital funds** are part of the value attributed to his shares. So retained earnings and business-generated assets are relevant to what the wife's half is worth.

6.3 But the register controls against the company — the wife's right is to value

There is an important limit. **Against the company and outsiders, the registered shareholder governs (Dika 6777/2553 (2010))**: a non-registered spouse cannot simply step into shareholder status or seize control of the company. The wife's marital-property right is therefore best understood as an **in-personam money claim against the husband for one-half of the value of his marital shares**, rather than a right to become a shareholder or to run the company.

6.4 When do courts look beyond formal ownership?

Thai courts do **not** apply a broad 'pierce-the-corporate-veil' power on general fairness grounds. Instead they reach the substance through **specific doctrines**: nominee or agency holding (*holding shares on behalf of* the true owner — **Dika 755/2565**; **Dika 701/2566 (2023)**, where shareholders who never paid were held to hold on behalf of the true owners and a co-owner could reclaim his shares; **Dika 6777/2553**, holding that a nominee arrangement is a matter between principal and agent); sham transactions (**Dika 5457/2560 (2017)**); forgery of a transfer (**Dika 2755/2565 (2022)**); and source-of-funds tracing (**Dika 2236/2562**).

6.5 The land and villa — a foreign spouse cannot take the land

A foreigner cannot own land in Thailand except by rare ministerial permission (**Land Code, Section 86; Dika 981/2524 (1981)**). A Thai company used as a **nominee to hold land for a foreigner** is itself unlawful: in **Dika 5457/2560 (2017)** a sham 'loan' structure concealing a foreigner's purchase of a business through Thai nominee shareholders was held **void** under CCC Section 150 (an act with an unlawful object), and the foreigner could not even recover the money he had paid. Today such structures also risk prosecution and confiscation under the **Foreign Business Act, Section 36**.

The practical consequence for a **foreign (Chinese) wife** is important: she gains nothing by trying to claim the *land title*, and attacking the structure could expose an unlawful nominee arrangement (a risk to both spouses). Her value lies in the **marital share value**, recovered as money on division.

6.6 How a Thai court would likely treat this villa

If the husband's shares were acquired during the marriage with marital funds or business profits, a Thai court would likely treat those **shares as Sin Somros** and award the wife **half of their value** (Dika 2236/2562), bringing in the value the company holds — but it would **not** hand her the land, and it would not make her a shareholder against the register (Dika 6777/2553). If the husband has used a nominee structure to let a foreigner hold the land, that is a **vulnerability in the structure itself** (Dika 5457/2560) and a point of leverage, to be handled carefully.

Part 7 — Claims for Maintenance and Financial Support

7.1 Maintenance during the marriage

Spouses owe each other a **duty to maintain and support** one another according to their ability and condition in life (**Section 1461**). This duty can be enforced **even without a divorce**: a spouse who is not being supported may claim maintenance under **Section 1598/38**, and the court may award it even where it was not expressly requested — confirmed in **Dika 8151/2560 (2017)**. In **Dika 8455/2559 (2016)** the court ordered a husband to pay maintenance to his wife under Sections 1461 and 1598/38. The duty even survives a *failed* divorce: in **Dika 2854/2561 (2018)**, where no ground for divorce was proved, the marriage and the support duty remained intact.

7.2 Does failure to support affect the divorce?

Yes — in two ways. First, failure to provide proper maintenance is itself a **ground for divorce** under Section 1516(6) (Part 4). Second, it strengthens a claim for a **post-divorce living allowance**: in **Dika 3232/2533 (1990)** desertion of a paralysed spouse without support led to both divorce and alimony, and in **Dika 1242/2567 (2024)** the husband's fault and non-support of an impoverished wife produced an alimony award.

7.3 Post-divorce alimony / living allowance (Section 1526)

Where a divorce results from the **fault of one spouse only** and leaves the other **destitute** with insufficient income from his or her property or business, the court may order the spouse at fault to pay a **living allowance** (*kha liang chip*) under **Section 1526**. The amount is fixed by the **payer's ability and the recipient's station in life**; it can be varied if circumstances change (Section 1598/39; **Dika 4685/2540 (1997)**), and it ends if the recipient remarries (Section 1528). Verified awards: **Dika 1242/2567 (2024)** — THB 50,000 per month for ten years; **Dika 8739/2551 (2008)** — a wife who gave up work and was impoverished by a fault-divorce was awarded a living allowance. One refinement: a spouse who is *the guilty party* cannot obtain Section 1526 alimony, but may still claim ordinary spousal maintenance up to the date the divorce becomes final (**Dika 8151/2560 (2017)**).

7.4 Timing — before, during and after divorce

- **Before divorce:** maintenance under Sections 1461 / 1598/38, plus interim protective measures over property (Part 8).
- **During the proceedings:** interim maintenance can be sought while the case is pending.
- **After divorce:** a living allowance under Section 1526 if the divorce is due to the husband's fault and leaves the wife in need.

7.5 Application to the facts

The husband's failure to support the wife breaches Section 1461. She can claim **maintenance now** (Sections 1461 / 1598/38) and, if the divorce is granted on his fault (for example under Section 1516(6) non-support, or (1) adultery) and she is left without sufficient income, a **post-divorce living allowance** under Section 1526 — *in addition to* her 50% share of the marital property. Note that the size of her marital-property award feeds into the 'destitution' assessment: if she receives substantial property, any alimony may be set lower.

Part 8 — Practical Strategies to Protect the Wife

The central risk in this matter is that the husband — who controls the company and the visible assets — moves or hides value before the court can divide it. The wife's strategy should combine **investigation, evidence preservation, court-ordered freezing of assets, and prompt filing**.

8.1 Asset investigation and document review

- **Company records (DBD):** obtain the company's filings from the Department of Business Development — the shareholder list (form *BorOorJor.5*), directors, registered capital, capital increases, and annual financial statements. These show who holds the shares and how the capital was built.
- **Shareholder and share records:** the share register, share certificates, board minutes and any share transfers — to identify the husband's true holding and any recent moves.
- **Land Office search:** a title search on the villa land to confirm the registered owner (the company), encumbrances and transfer history.
- **Financial records, bank statements, tax filings:** to trace **marital money and business profits into the shares and assets** — this source-of-funds trail is exactly what succeeded in *Dika 2236/2562* — and to identify dividends, retained earnings and any suspicious transfers.

8.2 Preserve the evidence now

Gather and secure copies **before** filing, because records and access can disappear once a dispute is open: registry extracts, bank records, accounting records, correspondence and messages showing the husband's control of the company (and, if relevant, another relationship), and proof of his failure to support. The wife's ability to **trace marital funds** into the company is the single most valuable piece of evidence.

8.3 Injunctions and protective measures

The Civil Procedure Code allows a party to ask the court for **provisional measures (Sections 254–264)** — an interim injunction and/or **seizure or attachment (*yeut / ayat*)** — to stop the other side dealing with disputed property until judgment. The court can restrain the **sale or transfer of the shares, freeze company bank accounts, and bar dealings with the land**, and can require security (Section 264). Emergency (*chukchern*) applications are available where there is urgency. The mechanics are illustrated by *Dika 1540/2568 (2025)* (security ordered under Section 264) and *Dika 1585/2565 (2022)* (lawful seizure/attachment of land, shares and accounts, with an order barring sale pending judgment).

8.4 Caveats / notices to defeat later 'good-faith buyer' defences

The wife should lodge a **notice or objection at the Land Office** over the villa land and alert the **company registrar**. This is important because the power to revoke an unauthorised transfer (Section 1480, below) does **not** work against a third party who bought **in good faith and for value**; putting the world on notice removes a later buyer's 'good faith'.

8.5 Litigation strategy

File the **divorce, the division of Sin Somros, and the maintenance claim together**, and at the moment of filing seek interim measures over the shares, accounts and land. Plead the two protective property doctrines (next paragraph), and claim both interim maintenance and a Section 1526 living allowance.

8.6 Risks if the husband transfers assets before divorce

Thai law gives the wife two distinct tools, but each has limits — which is why **speed and caveats matter**:

- **Add-back of dissipated assets (Section 1534)**: if the husband disposes of marital property **for his own exclusive benefit or to injure the wife**, the property is **treated as still existing** and charged against his share when the estate is divided (**Dika 4650/2545 (2002)**; **Dika 3961/2535 (1992)**; **Dika 3247/2537 (1994)**). The catch: this is recaptured **at the division on divorce**, not by a separate money judgment beforehand, and it must be specifically pleaded.
- **Revoking unauthorised transfers (Section 1480)**: the wife can sue to **revoke** a transfer of marital property made without her required consent (**Dika 512/2565 (2022)** — gift of four marital plots revoked; **Dika 3193/2564 (2021)** — sale and onward mortgage revoked). An unauthorised disposition is **revocable, not automatically void (Dika 4071/2558 (2015))**. Two limits are critical: a **bona-fide purchaser for value** defeats revocation (**Dika 156/2561 (2018)**), and the action must be brought **within one year of learning of it, or ten years from the transaction (Dika 794/2548 (2005); Dika 1171/2543 (2000))**.

Strategic caution on the nominee structure

If the villa is held by a Thai company acting as a nominee so that a foreigner can control the land, exposing that fact can render the structure void (Dika 5457/2560) and trigger Foreign Business Act liability. This is a double-edged sword: it is leverage against the husband, but it must be deployed carefully and with Thai counsel, because it can also affect the value the wife hopes to share.

Part 9 — Supreme Court (Dika) Case Analysis

The decisions below were each **verified in the firm's decision database** (the individual case file was located and read). Years are Buddhist Era with the Common-Era year in brackets. The table gives a quick reference; the most important cases are then discussed.

9.1 Table of verified decisions

Decision	Issue	Holding & significance
2236/2562 (2019)	Shares funded by marital income	Salary used to buy share capital during marriage is marital; the claim in the shares remains Sin Somros despite sole-name registration. Key authority that company shares can be marital property.
755/2565 (2022)	Substance over the register; nominee	Court looked beyond the share/land register to true ownership in a family company; gifts were separate, other nominee-held assets were marital and split equally.
701/2566 (2023)	Nominee shareholding; recovery	Shareholders who never paid held 'on behalf of' the true owners; a co-owner could reclaim shares moved away by a fabricated meeting.
6777/2553 (2010)	Limit: register binds outsiders	A nominee arrangement is internal (principal-agent); against the company and third parties the registered shareholder governs. The spouse's remedy is to value , not control.
5457/2560 (2017)	Foreigner nominee land/business void	A sham structure letting a foreigner hold a business through Thai nominees was void (CCC s.150); the foreigner could not recover his money.
981/2524 (1981)	Foreigner cannot own land	A foreigner may acquire land only by ministerial permission (Land Code s.86).
372/2567 (2024)	Gift vs purchase; presumption	Gifted shares were separate; shares bought during marriage were marital; the s.1474 presumption and commingling logic applied.
679/2532 (1989)	Ambiguous gift	Where it was unclear whether a gift was to one spouse or both, it was presumed marital (s.1474).
1053/2537 (1994)	Gain realised during marriage	A prize won during the marriage (ticket bought before marriage) was marital because received during the marriage.
1319/2568 (2025)	Home bought during marriage	House and land bought during marriage with cash + joint loan were marital, divided on divorce; s.1532 valuation applied.
6711/2537 (1994)	Converting separate to marital	Spouses can reclassify separate property as marital by an agreement entered in the marriage register (ss.1465–1466).
451/2567 (2024)	Three-year separation (4/2)	Ground requires both >3 years apart AND voluntary inability to cohabit; time alone, or unilateral separation, is insufficient.
157/2561 (2018)	Desertion / forced departure	A spouse forced out (locked out; other kept a lover) had not deserted; a single push was not 'serious' harm under (3).
8455/2559 (2016)	Desertion intent; foreign divorce	Desertion requires proof of intentional abandonment; a bad-faith foreign divorce was not recognised; maintenance ordered (ss.1461, 1598/38).
13965/2558 (2015)	Burden of proof on (6)	On a non-support divorce claim the plaintiff bears the burden of proof (CPC s.84/1).
11702/2555	Imprisonment ground (4/1)	States the elements of the imprisonment-over-one-year

Decision	Issue	Holding & significance
(2012)		ground.
1242/2567 (2024)	Alimony (s.1526)	Fault divorce (husband kept another woman; non-support) that impoverished the wife → alimony of THB 50,000/month for 10 years.
8739/2551 (2008)	Alimony (s.1526)	Wife who gave up work and was impoverished by a fault-divorce awarded a living allowance.
8151/2560 (2017)	Maintenance vs alimony	A guilty spouse cannot get s.1526 alimony but may claim spousal maintenance up to final divorce (s.1598/38), even if unrequested.
4685/2540 (1997)	Varying maintenance	An agreed allowance extends the support duty and can be varied as circumstances change (ss.1526, 1598/39).
3232/2533 (1990)	Non-support → divorce + alimony	Deserting and failing to support a paralysed spouse for years → divorce (s.1516(4)) and alimony (s.1526).
2854/2561 (2018)	Failed divorce; duty survives	Where no ground is proved, the marriage and the s.1461 support duty remain; property cannot be divided without divorce.
4650/2545 (2002)	Dissipation add-back (s.1534)	Marital property spent for one spouse's sole benefit must be made good at division ('deemed still to exist').
3961/2535 (1992)	Dissipation add-back	Dissipated marital property is treated as still existing for division; a separate suit for the proceeds fails.
3247/2537 (1994)	Unilateral sale of marital land	Proceeds of a husband's unilateral sale of marital land are deemed still to exist for division (s.1534).
512/2565 (2022)	Revoke gift (s.1480)	Wife could revoke the husband's gift of four marital plots made without her consent; land reverted to marital property.
3193/2564 (2021)	Revoke sale + mortgage	Wife could revoke a unilateral sale and the onward mortgage (ss.1480, 1477); standing confirmed.
4071/2558 (2015)	Nature of the remedy	An unauthorised disposition of marital property is revocable, not void, until set aside (s.1480).
794/2548 (2005)	Limitation on revocation	Revoke within 1 year of knowledge or 10 years of the act; a good-faith buyer for value is protected (ss.1479–1480).
156/2561 (2018)	Good-faith buyer protected	A bona-fide purchaser for value defeated revocation (s.1480).
1171/2543 (2000)	Ten-year long-stop	A revocation action brought more than ten years after the act was time-barred.
1540/2568 (2025)	Provisional measure (CPC s.264)	Court ordered a deposit of security pending judgment; illustrates interim protection mechanics.
1585/2565 (2022)	Seizure / attachment	Lawful seizure/attachment of land, shares and accounts, with an order barring sale pending judgment.

9.2 The most important decisions, in detail

Dika 2236/2562 (2019) — company shares as marital property

Facts: a dispute over a deceased member's cooperative share capital, held in his sole name; the surviving spouse claimed it as marital. **Issue:** whether shares paid for from one spouse's salary during the marriage are marital. **Reasoning & outcome:** the money used to pay the monthly share

instalments was the member's salary — income earned during the marriage — and therefore marital under Section 1474(1); once paid it became share capital, and the claim in that share capital 'remains marital property'. **Significance:** the leading verified authority that **shares acquired with marital funds during the marriage are Sin Somros**, by tracing the source of funds, despite registration in one spouse's name — directly on point for the husband's company shares.

Dika 451/2567 (2024) — three-year separation under Section 1516(4/2)

Facts: a couple lived apart for more than three years; one spouse sued for divorce on the separation ground. **Issue:** what must be proved under (4/2). **Reasoning & outcome:** the Court held that the ground requires **both** more than three years apart **and** a genuinely *voluntary* separation arising from an inability to live together peacefully; on the facts, although they had lived apart for over three years, the separation was **not voluntary on the defendant's side** (the plaintiff had moved away to care for a sick mother), so the elements were not made out in the way alleged. **Significance:** confirms that lapse of time alone is not enough, and that a *unilateral* or forced separation does not qualify — important for how the wife should (and should not) frame any future 4/2 claim.

Dika 1242/2567 (2024) — alimony for an impoverished, unsupported wife

Facts: a high-earning husband openly kept another woman and stopped supporting his much-older, ill, income-less wife, then divorced. **Issue:** entitlement to a post-divorce living allowance. **Reasoning & outcome:** because the divorce arose from the husband's sole fault and left the wife impoverished, she was entitled to a living allowance under Section 1526, fixed by his ability and her station — **THB 50,000 per month for ten years** (unless she remarried or died). **Significance:** a recent, concrete illustration that fault plus non-support plus need produces a substantial alimony award.

Dika 5457/2560 (2017) — foreigner nominee structures are void

Facts: a sham 'loan' concealed a foreigner's purchase of a company's business, with Thai nationals holding shares in name only to evade the Foreign Business Act. **Issue:** validity of the structure. **Reasoning & outcome:** the concealed purpose was to circumvent the FBA, so the transaction was **void** under CCC Section 150; because the foreigner knew it was unlawful, he could not even recover the money paid. **Significance:** confirms that Thai courts look to substance and will void foreigner-nominee land/business structures — directly relevant to how the villa-through-company should be approached.

Part 10 — Conclusions

1. **Is the Chinese marriage recognised in Thailand?** Yes. A marriage validly registered in China is recognised under the Act on Conflict of Laws B.E. 2481 (s.20). It does **not** need to be registered again in Thailand; the couple proves it with a legalised, translated Chinese marriage certificate. They are fully married under Thai law, including the marital-property regime.
2. **Can the parties divorce in Thailand?** Yes, in principle. The grounds are decided by Thai law (s.1516), but because the spouses are foreign the court must be satisfied that divorce is permitted by each spouse's national law (Conflict of Laws Act s.27), proved as a fact. Residence in Thailand for about three years and the Thai-situs assets support the court hearing the case; jurisdiction where both spouses are foreign is fact-sensitive, so the case is best filed where the husband resides and the property sits.
3. **What grounds for divorce may be available? Section 1516(6)** (failure to maintain / conduct seriously adverse) is the strongest now, provided the wife proves the husband's means, his culpable failure and her hardship. **Section 1516(1)** applies if he is keeping another woman. **Desertion (4)** needs more than one year of intentional abandonment; **three-year separation (4/2)** is not yet available and must be framed as a mutual, voluntary separation if relied on later (Dika 451/2567; 157/2561).
4. **What assets are likely to be marital property?** Almost everything acquired during the marriage: business profits, assets bought with those profits, assets acquired by reinvesting profits, and the value built up in the businesses and the villa — all presumptively Sin Somros (s.1474) and divided **equally** (s.1533). The husband bears the burden of proving any asset is separate; his only realistic carve-out is a business owned outright before marriage, and even then its marriage-era profits are marital.
5. **How would a court treat the villa held through the company?** It would most likely treat the husband's **shares** as marital property (if acquired with marital funds during the marriage) and award the wife **half of their value**, bringing in the company's value — but it would **not** give her the land itself, nor make her a shareholder against the register (Dika 2236/2562; 6777/2553). A foreigner-nominee land structure is a vulnerability that cuts against the husband (Dika 5457/2560).
6. **What financial claims may the wife have?** Maintenance during the marriage and the proceedings (ss.1461, 1598/38); a post-divorce living allowance / alimony if the divorce is due to the husband's fault and leaves her in need (s.1526 — compare Dika 1242/2567); and her **50% share of the marital property**.
7. **What immediate steps should the wife take?** Engage Thai family-law counsel; investigate and trace the company, land and bank records and secure the evidence now; lodge caveats at the Land Office and notice to the company registrar; file the divorce, property-division and maintenance claims together and immediately seek an interim injunction / attachment (CPC ss.254–264) to freeze the shares, accounts and land; and plead the s.1534 add-back and s.1480 revocation — acting quickly, before transfers or limitation periods defeat the claims.

10.1 Areas of legal uncertainty (flagged for honesty)

- **Jurisdiction where both spouses are foreign** is more fact-sensitive than the mixed-nationality cases in the database; a strong Thai connecting factor (residence + property) should be established.

- **Whether bare non-support is enough for Section 1516(6)** without demonstrable hardship is not settled; prove ability, culpability and hardship.
- **Proving foreign law (s.27)** is a practical hurdle; the wife should be ready to prove that Chinese law and the husband's national law permit divorce.
- **The shares-as-marital-property claim is a right to value, not control** (Dika 6777/2553); and a gift/inheritance of the shares to the husband would make them separate (s.1471(3)) — the source of the share capital is decisive.
- **The foreigner land disability and nominee exposure** mean the wife should target share value, not the land, and handle the nominee point with care.

Annex — Table of Authorities (Statutes)

Provision	Effect
Conflict of Laws Act B.E. 2481, s.5	Public-policy safeguard — foreign law not applied if contrary to Thai public order/good morals.
s.19 / s.20	Capacity to marry governed by each party's national law (19); marriage valid if made in the form of the place of celebration (20) — recognises the China marriage.
s.26 / s.27	Divorce by consent valid only if permitted by both national laws (26); contested divorce — both national laws must permit divorce, grounds governed by Thai law (27).
s.8	If foreign law is not proved, Thai law applies.
CCC s.1459	Marriage abroad may be registered through a Thai consular officer — optional, not a condition of validity.
CCC s.1461	Spouses must cohabit and maintain/support each other according to ability and condition in life.
CCC s.1466 / 1465	A prenuptial agreement is valid only if in writing and entered in the marriage register at registration.
CCC s.1471 / 1472	Defines Sin Suan Tua (separate property); separate property traced through exchange/replacement stays separate.
CCC s.1474	Defines Sin Somros (marital property), including fruits of separate property; doubtful property is presumed marital.
CCC s.1476 / 1480	Major dealings with marital property need both spouses' consent; unauthorised dealings are revocable (limits: good-faith buyer; 1 year / 10 years).
CCC s.1516	The ten grounds for divorce.
CCC s.1517 / 1518 / 1529	Bars: consent/connivance (1,2); forgiveness; one-year time bar on grounds (1), (2),(3),(6).
CCC s.1523 / 1526 / 1528 / 1598/38 / 1598/39	Compensation for adultery (1523); fault-based post-divorce living allowance (1526), ending on remarriage (1528); spousal maintenance claim (1598/38) and variation (1598/39).
CCC s.1532 / 1533 / 1534	Valuation/liquidation date (1532); equal division of marital property (1533); add-back of dissipated marital property (1534).
Civil Procedure Code s.84/1; s.254–264	Burden of proof (84/1); provisional measures — interim injunction, seizure/attachment, security (254–264).
Land Code s.86; Foreign Business Act s.36	Foreigners may not own land save by ministerial permission; nominee-holding for a foreigner is an offence.

End of English text

A complete Simplified-Chinese translation of this report follows on the next page. / 本报告的简体中文完整译文见下页。

(简体中文译文)

法律研究备忘录

泰国法律下外国婚姻的承认、 离婚管辖权与夫妻财产分割

针对一名中国籍配偶的分析，依据《泰国民商法典》、佛历2481年《法律冲突法》以及经核实的泰国最高法院 (Dika, 判例) 判决

双语报告 — 英文 / 简体中文

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重要声明与阅读说明

本报告说明泰国法律如何适用于下述事实。报告以非法律专业人士也能理解的通俗语言写成，同时保持法律上的准确性。全文分为十个部分，英文部分之后紧接完整的简体中文译文。

请注意

本备忘录系根据所提供事实编制的**法律信息与研究**，不能替代正式的法律意见或法律代理；家事案件的结果高度依赖具体事实。在采取行动之前，当事人应聘请能够审阅基础文件的泰国家事律师。

本报告所引用的每一份最高法院（Dika）判决，均已**对照本所判决数据库逐一核实**（已实际找到并阅读每一份判决文件）。凡仅出现于二手资料或宣传材料、且无法核实的引用，均已刻意排除。泰国法院年份以佛历（B.E.）表示，括号内为对应公历（CE）年份（佛历 - 543 = 公历）。

除另有说明外，泰国成文法的条文均指《民商法典》（CCC）。泰文术语采用罗马拼音（例如 *Sin Somros*），并在首次出现时给出中文含义。

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第一部分 — 内容摘要

1.1 事实概要

一名中国籍女性与一名外国籍男性在中国结婚。该婚姻已在中国合法登记并持续有效。双方从未在泰国登记结婚。两人在泰国共同生活约三年，目前已分居。无子女。丈夫目前几乎或完全不向妻子提供经济支持。双方在泰国拥有资产，其中包括一处**通过泰国公司持有的别墅**；丈夫参与该公司，而妻子**并未**被登记为股东、董事或任何职务人员。婚姻存续期间，双方经营了若干企业，并以既有企业的利润开办新企业、购置资产。双方**未签订婚前协议**。

1.2 主要法律结论

8. **该中国婚姻在泰国获得承认**，无需重新登记。在外国合法举行并登记的婚姻，依佛历 2481 年《法律冲突法》第 20 条获得承认——无需在泰国区公所 (amphur) 重新登记。
9. **泰国法院可以判决离婚**，即使婚姻是在中国登记的。离婚理由依泰国法律（法院地法）判断；但由于双方均为外国人，法院还须确信离婚为**各自本国法所允许**（《法律冲突法》第 27 条），且该外国法须作为事实加以证明。在泰国的长期居住以及位于泰国的资产，均支持法院受理本案；但在双方均为外国人时，管辖权问题更依赖具体事实（见第三部分）。
10. **目前最有力的离婚理由是第 1516 条第(6)项**——未提供适当扶养，及/或实施严重有损婚姻关系的行为。遗弃（第 1516 条第(4)项）与自愿分居满三年（第 1516 条第(4/2)项）可能随时间推移而具备。如丈夫与他人保持配偶关系，则第 1516 条第(1)项亦可适用。
11. **婚姻存续期间取得的几乎所有财产均为夫妻共同财产（Sin Somros）**，应平均分割。婚姻期间所得的营业利润、以该利润购置的资产、以利润再投资取得的资产，以及别墅中所积累的价值，均推定为共同财产，离婚时按 50/50 分割（第 1474 条、第 1533 条）。
12. **通过公司持有的别墅**：妻子很可能对**丈夫股份价值的一半**享有夫妻共同财产请求权（而非对土地本身），即使她不在公司登记册上，因为婚姻期间以共同财产资金购入的股份属于夫妻共同财产。外国籍配偶不能取得泰国土地，而被用作名义代持、为外国人持有土地的公司本身即属违法且存在风险。
13. **可提出经济请求**：婚姻存续期间及诉讼期间的抚养费（第 1461 条、第 1598/38 条），以及离婚后的生活费/赡养费（第 1526 条）——若离婚因丈夫的过错造成且使妻子陷入贫困——此外还有其**夫妻共同财产的 50% 份额**。

14. **当务之急——保全资产。** 妻子应调查并追踪资产、立即保全证据，并请求法院采取临时措施（依《民事诉讼法典》申请禁令或查封），以阻止丈夫在案件审结前转移股份、公司账户或别墅。

第二部分 — 中国婚姻在泰国的承认

2.1 在中国登记的婚姻是否依泰国法律获得承认？

是的。泰国承认在外国有效缔结的婚姻。适用的规则是佛历 2481 年（1938 年）《法律冲突法》第 20 条，该条规定：婚姻若按照婚姻举行地国家法律所要求的形式缔结，即为有效。因此，在中国登记、依中国法定形式有效的婚姻，满足形式有效性规则，在泰国被视为有效婚姻。各方结婚的行为能力则依其本国法予以判断（第 19 条）。承认仅受第 5 条一般公共政策保留的限制（违反泰国公共秩序或善良风俗的外国法或结果将不予适用）——而这一保留对一桩普通的中国婚姻并无影响。

第 20 条是一项一般规则，并不取决于配偶任何一方是否为泰国人，因此同样适用于两名外国人之间的婚姻。法典对此予以印证：《民商法典》第 1459 条允许涉及泰国国民的境外婚姻通过泰国外交或领事官员登记，但仅在当事人愿意时——这表明在泰国对外国婚姻进行（重新）登记是可选的，而非有效性的前提。

2.2 双方是否必须在泰国重新登记婚姻？

不必。没有要求在泰国区公所重新登记外国婚姻。所谓婚姻只有经区公所登记才在泰国有效的规则，适用于在泰国举行的婚姻；它并不适用于在外国有效举行的婚姻，后者通过《法律冲突法》获得承认。实务中，双方通过出示经认证的中国结婚证（公证、经中国外交部及泰国使馆认证，或通过相应认证渠道）并附经认证的泰文译本来证明婚姻。泰国法院与政府部门据此承认该婚姻有效。

2.3 婚姻在泰国的法律地位

就泰国法律的一切目的而言，双方均被视为合法已婚。这带来一整套夫妻权利义务：同居义务，以及相互扶养的义务（第 1461 条）；而对本案至关重要的一项是——由于双方未签订婚前协议，法定夫妻财产制适用于其在泰国持有的资产。（无论如何，外国婚前协议只有依第 1466 条以书面形式作成、并在结婚登记时记入婚姻登记册，方能在泰国执行；本案不涉及此问题，因为根本没有婚前协议。）

2.4 支持性判例与承认的界限

泰国法院通常对在外国举行的婚姻适用泰国法律。在最高法院判决第 8455/2559 号（2016 年）中，一名美国籍丈夫与泰国籍妻子在美国结婚；泰国法院认定该婚姻有效并适用泰国法律，并拒绝承认丈夫此后以恶意取得的加州离婚判决（尽管丈夫知道妻子地址，却仅以报纸公告方式送达），因为该外国判决违反泰国公共秩序。本案说明两点：外国婚姻获得承认；而泰国法院将通过公共政策保留来审查对外国离婚的承认。

注意要点

对**婚姻**的承认是直截了当的。对将来任何外国**离婚**（例如日后在中国取得的离婚）的承认，则是另一个由《法律冲突法》与公共政策支配的问题——未经适当送达或以恶意取得的外国离婚，在泰国可能不被认可（第 8455/2559 号）。

第三部分 — 泰国法院的管辖权

3.1 双方虽在中国结婚，可否在泰国离婚？

原则上可以。结婚地并不决定离婚地。泰国法院可以解除在外国登记的婚姻。须区分两个不同问题：

(a) 由哪一国法律决定能否准予离婚以及以何理由离婚（法律适用问题）；(b) 泰国法院是否会受理本案（管辖权/审判籍问题）。

3.2 泰国冲突法原则（适用何种法律）

佛历 2481 年《法律冲突法》第 27 条对涉外离婚确立了两步规则：

- **门槛——两国本国法均须允许离婚。** 除非离婚为各配偶本国法所允许，泰国法院不会判决离婚。就中国籍妻子而言，中国法律显然允许离婚；对丈夫可能拥有的几乎任何国籍而言亦是如此。因此门槛得到满足——但相关外国法的内容须**作为事实向法院证明**（通过专家证据或官方资料）。若一方未能证明该外国法，**第 8 条**指示法院转而适用泰国法律。
- **理由——适用泰国法律。** 通过门槛后，离婚理由由提起诉讼地的法律支配——即**泰国法律**，亦即《民商法典》第 1516 条所列理由（见第四部分）。双方均为外国人这一事实并不改变这一点：理由仍为泰国法上的理由。

这正是最高法院在**第 1869/2566 号（2023 年）**这一跨境离婚案中所采取的做法：法院确认必须满足《法律冲突法》的门槛，且在判决离婚前须确立外国本国法。**第 8455/2559 号（2016 年）**则印证其推论：当外国法未获适当证明，或外国判决违反泰国公共秩序时，泰国法院适用泰国国内法。

3.3 管辖、居住与在泰三年的影响

与某些国家不同，泰国并未对外国人提起离婚设置固定的**最低居住等待期**。相反，只要存在足够的**连结因素**，泰国法院即可受理家事案件——其中最重要的是**被告在泰国的住所或居所**，以及**夫妻财产位于泰国**。家事案件由**少年与家事法院**审理（涉外当事人通常由曼谷的中央少年与家事法院审理）。

因此，双方在泰国约**三年的共同生活**在法律上具有意义：它确立了作为连结因素的居住，并且企业、银行账户与别墅均位于此地。结合位于泰国的资产，这为泰国法院既受理离婚、又分割泰国财产提供了坚实基础。

不确定之处——双方均为外国人

数据库中经核实的跨境判例（第 1869/2566 号；第 8455/2559 号）均涉及**一名泰国籍配偶**。当双

方均为外国国民时，只要存在真实的连结因素（在泰居住及／或财产），泰国法院一般仍会受理，但其立场更依赖具体事实、诉讼亦较少见，而第 27 条**证明各配偶本国法**的负担更重。

实务后果：妻子应准备证明 (i) 中国婚姻的有效性；(ii) 中国法——以及丈夫本国法——允许离婚；(iii) 在泰国的居住／资产连结。在丈夫于泰国居住地、且财产所在地提起诉讼，可使管辖权立于最稳固的基础。

第四部分 — 离婚理由（《民法典》第 1516 条）

泰国的诉讼离婚采过错主义。提起离婚之诉的配偶必须主张并证明第 1516 条第(1)至(10)项所列理由之一。举证责任在原告（《民事诉讼法典》第 84/1 条）；被告否认时，原告须举证证明——此点经第 13965/2558 号（2015 年）确认。还须注意三项法定限制：

- **同意或纵容（第 1517 条）**：对所涉行为表示同意或纵容的配偶，不得就第(1)项通奸或第(2)项不当行为提起离婚。
- **宽恕（第 1518 条）**：若有权配偶已作出任何表明宽恕该行为的举动（例如明知后仍恢复同居）其诉权即告消灭。
- **一年时效（第 1529 条）**：基于第(1)、(2)、(3)、(6)项的诉讼，自请求人知道或应当知道事实之时起一年后消灭。第(4)项遗弃与第(4/2)项三年分居不受此一年时效限制。

4.1 与本案最相关的离婚理由

第 1516 条第(6)项 — 未尽扶养／实施严重有损婚姻的行为

这是目前最有力的理由。它有两种择一情形：(a) 一方未向他方提供适当扶养，或 (b) 一方实施严重有损夫妻关系的行为——在任一情形下，须达到使他方蒙受过度困扰的程度，并参酌双方的状况、地位与生活方式予以判断。情形(a)的义务正是第 1461 条的另一面，该条要求配偶依其能力与生活状况相互扶养。

要件与举证责任。原告须证明丈夫有能力扶养、其有可归责的不作为，且这给她造成了与其地位相称的实际困苦。仅仅吝啬或扶养微薄，单凭此点恐不足够（属不确定之处，见下文）；当一方明显有财力却使他方陷于无人扶养时，请求最为有力。

经核实判例的示例。在第 3232/2533 号（1990 年）中，一方遗弃瘫痪的配偶多年且不提供适当扶养，法院判准离婚并命令支付生活费。在第 1242/2567 号（2024 年）中，高收入的丈夫公开与他人保持关系，并停止扶养年长、患病、无收入的妻子，法院认定离婚系因其过错所致，依第 1526 条判给妻子每月 50,000 泰铢、为期十年的赡养费。第 13965/2558 号（2015 年）则确认，未尽扶养的主张须由原告妥为证明。

第 1516 条第(4)项 — 遗弃逾一年

要件：(i) 一方故意遗弃他方；(ii) 违背被遗弃方意愿且无正当理由；(iii) 持续逾一年。其中故意要件具有决定性。重要的是，实际离家的一方未必就是遗弃者：如离家系由他方的过错所致（例如被锁在门

外，或他方公开与人同居），则离开者并未遗弃他方。在第 157/2561 号（2018 年）中，一名妻子在被锁门外、且丈夫公开与他人同居之后离家，被认定并未遗弃丈夫。在第 8455/2559 号（2016 年）中，丈夫未能证明妻子故意遗弃他，故遗弃理由不成立。该理由不受一年时效限制。

第 1516 条第(4/2)项 — 自愿分居逾三年

此理由有**两项并存要件**，而非一项：(i) 双方分居逾三年（或依法院命令分居逾三年）；**并且**(ii) 分居是**因为无法和睦共同生活**。最新的权威表述是第 451/2567 号（2024 年）：法院强调，仅时间经过并不足够，分居须为**双方自愿**且出于真正无法和睦共处。在该案事实中，尽管双方确已分居逾三年，法院认定该分居在被告一方并非自愿（原告系迁居照料患病的父母），从而使该理由的援用无法成立。任一方均可起诉，且不受一年时效限制。

4.2 其余理由概览

- **(1) 通奸／与他人保持配偶关系**：供养或以配偶相待他人、通奸，或与他人保持经常性两性关系。单次通奸即可成立。无过错方还可向配偶及第三人请求赔偿（第 1523 条）。经核实的通奸判例第 4969/2565 号与第 4977/2565 号（2022 年）、第 3122/2564 号（2021 年）。限制：第 1517、1518、1529 条。
- **(2) 不当行为（无论是否构成犯罪）**：使他方因继续婚姻关系而严重蒙羞、受憎恶或被侮辱，或参酌其地位造成过度损害的行为。
- **(3) 严重伤害或严重侮辱**：对身体或精神的严重伤害或折磨，或对配偶或其尊亲属的严重侮辱。行为须达到**严重程度**：在第 157/2561 号（2018 年）中，对婆婆胸口的一次推搡被认定未达第(3)项的严重程度。
- **(4/1)、(5)、(7)–(10)**：他方被判处逾一年监禁（4/1——其要件见第 11702/2555 号（2012 年））；失踪逾三年（5）；患不治精神病逾三年（7）；违反具结悔过（8）；患危险传染病（9）；以及永久无法同居的身体缺陷（10）。这些似均不符合本案事实。

4.3 适用于本案事实

6. **第 1516 条第(6)项是目前最有力的可用理由**。在双方拥有企业与别墅、表明丈夫有财力的情况下，丈夫却几乎不提供扶养。若妻子能证明其扶养能力、可归责的不作为以及由此产生的困苦，则该理由可立即援用，惟须注意自其知情之日起算的一年时效（须注意，*持续性的*不扶养会使请求得以更新）。

7. **第 1516 条第(1)项**——若有证据显示丈夫供养他人或与他人有关系——即可适用；如确有此情形，也会强化赡养费请求（参见第 1242/2567 号）。
8. **第 1516 条第(4)项遗弃**——只有在丈夫故意遗弃妻子逾一年后方可援用。由于双方共同生活约三年、近期才分居，一年的期间可能尚未届满——这取决于确切的时间线。
9. **第 1516 条第(4/2)项三年分居**——尚不可用，因为分居是近期的（“三年”描述的是双方的共同生活，而非分居）。若双方自愿持续分居逾三年，则将来可能具备。
10. **表述方式很重要**。若妻子因丈夫的行为而离开或被排除在外，丈夫便不能以遗弃或自愿分居对她主张（第 157/2561 号）。反之，妻子将来若要援用第(4/2)项，应将分居表述为真正双方均无法共处，而非单方面离开（第 451/2567 号）。

不确定之处

在没有可证明的困苦的情况下，**单纯**的不扶养本身是否足以构成第 1516 条第(6)项，经核实的判例并未定论。较稳妥的做法是证明丈夫的财力、可归责的不作为以及具体的困苦。将第(6)项与第(1)项下任何可用证据一并主张，可强化立场。

第五部分 — 财产分割：个人财产与夫妻共同财产

由于双方未签订婚前协议，适用**法定夫妻财产制**。泰国法律将已婚夫妻的财产分为两类：**个人财产 (Sin Suan Tua)** 与**夫妻共同财产 (Sin Somros)**。决定离婚时归属的，是财产的分类，而非登记在谁名下。

5.1 两类财产

类别	归类	依据与判例
婚前已拥有的财产	个人财产 (独有)	第 1471 条第(1)项
个人物品、衣物、谋生工具	个人财产	第 1471 条第(2)项
婚姻期间以 赠与或遗嘱 取得的财产	个人财产 (独有)	第 1471 条第(3)项；受赠人不明 → 推定为共同财产 (第 679/2532 号)
Khongman (订婚财产)	个人财产	第 1471 条第(4)项
个人财产其后 交换、出售或替代 所得	仍为个人财产 (追踪)	第 1472 条——以能证明独有来源为限
婚姻期间取得 的财产 (一般)	夫妻共同财产	第 1474 条第(1)项
明示 为共同财产的 赠与/遗嘱	夫妻共同财产	第 1474 条第(2)项
个人财产的 孳息 (租金、利息、股息)	夫妻共同财产	第 1474 条第(3)项
归类 存疑 的财产	推定为共同财产	第 1474 条末段

第 1474 条的推定在实务中具有决定性：当某项资产究属个人还是共同不明确时，法律**推定其为共同财产**，主张其为个人财产的一方负有证明责任——须以文件证明，并证明该资产与共同财产资金保持分离。此点在**第 372/2567 号 (2024 年)** (受赠的土地份额为个人财产，但婚姻期间购入的土地为共同财产) 与**第 679/2532 号 (1989 年)** (无法证明赠与系给一方还是双方时，按共同财产处理) 中得到适用。

5.2 各具体类别的处理

- **婚前拥有的财产**——为个人财产 (第 1471 条第(1)项)。但其在婚姻期间产生的收益与增值为共同财产 (见下)。
- **婚姻期间取得的财产**——为共同财产 (第 1474 条第(1)项)，不论登记在哪一方名下。

- **婚姻期间的赠与**——为个人财产（第 1471 条第(3)项），除非明示作为共同财产赠与；若受赠人不明，推定使其成为共同财产（第 679/2532 号）。
- **婚姻期间的继承**——为个人财产（第 1471 条第(3)项）。
- **婚姻期间的收入/所得**——为共同财产（第 1474 条第(1)项）。在第 2236/2562 号（2019 年）中，法院认定从一方工资中扣除用以购买股份的款项，系婚姻期间所得的收入，因而为共同财产。在第 1053/2537 号（1994 年）中，以婚前资金购买的彩票于婚姻期间中奖，因系婚姻期间取得，故为共同财产。
- **婚姻期间的营业利润**——为共同财产，无论是作为婚姻期间取得的财产（第 1474 条第(1)项），还是作为营业的孳息（第 1474 条第(3)项）。
- **以营业利润购置的资产**——为共同财产，因为系婚姻期间取得。
- **以利润再投资取得的资产**——仍为共同财产。再投资并不能消除该款项的共同财产属性；新资产本身即为婚姻期间取得。

5.3 离婚时的分割

离婚时，**夫妻共同财产在夫妻间平均分割**——即 50/50 分割（第 1533 条）。财产按相关日期估价并清算：协议离婚以离婚登记日为准，争议离婚以提起离婚诉讼日为准（第 1532 条）。在第 1319/2568 号（2025 年）中，婚姻期间以部分现金加共同贷款购置的房屋与土地，属于离婚时应予分割的共同财产，法院依第 1532 条进行估价与结算。配偶亦可通过记入婚姻登记册的适当约定，将个人财产转化为共同财产（第 6711/2537 号（1994 年），第 1465–1466 条）。

5.4 适用于本案事实

双方以**婚姻期间所得利润**建立企业与资产，且未签订婚前协议。依据法典与经核实的判例，泰国法院极可能将**婚姻期间所得的全部利润**视为共同财产，并将**婚姻期间开办或购置的每一项企业与资产**——包括别墅中所积累的价值——视为共同财产（Sin Somros），予以平均分割。将利润再投资于新事业并不改变此结论。唯一现实的个人财产例外，是**丈夫婚前完全独有的企业**：其原始资本或可依第 1472 条追踪为个人财产，但其**婚姻期间的利润与增值**仍为共同财产，且该例外只有在他能以清晰文件证明婚前来源、并证明该款项从未混同时，方能成立。由于第 1474 条的推定有利于共同财产，**证明任何财产为个人财产的责任在丈夫**。

第六部分 — 公司所有权与泰国别墅

别墅通过一家泰国公司持有，丈夫参与其中，而妻子未被登记。正确的分析方式是将**两项不同的资产**分开：(i) 公司的**股份**；(ii) 公司所拥有的**土地与别墅**。妻子现实的目标是股份与公司的价值，而非土地权属本身。

6.1 婚姻期间取得的股份是否为共同财产？

是的——极有可能。婚姻期间以共同财产资金取得并支付的股份属于**夫妻共同财产**，即使登记在丈夫个人名下，因为泰国法院会追踪**资金来源**并适用第 1474 条的推定。关键的经核实判例是**第 2236/2562 号（2019 年）**：用以购买股本的款项既来自配偶的工资（婚姻期间所得的收入），即为第 1474 条第 (1) 项下的共同财产，对该股本的请求权因此仍属共同财产，尽管股份仅以一名成员名义持有。**第 755/2565 号（2022 年）**同样在家族公司情境中越过登记册审查真实所有权。妻子不在股东登记册上，并不妨碍其对丈夫股份价值的共同财产请求。

6.2 公司价值、股息与留存收益可否纳入？

可以，就实质而言。由于丈夫的股份（若为共同财产）承载着其背后公司的价值，**其持股的价值**即被纳入共同财产并予分享。婚姻期间所得的**股息与营业孳息**为共同财产（第 1474 条第(3)项），而**公司以共同财产资金积累的资产**亦构成归属于其股份的价值的一部分。因此，留存收益与营业所生资产，与妻子那一半价值几何息息相关。

6.3 但对公司而言以登记为准——妻子的权利是价值请求

此处有一重要限制。**对公司及外部第三人而言，以登记股东为准（第 6777/2553 号（2010 年））**：未登记的配偶不能径自取得股东身份或夺取公司控制权。因此，妻子的共同财产权利最好理解为**针对丈夫、就其共同财产股份价值之半数的对人金钱请求权**，而非成为股东或经营公司的权利。

6.4 法院何时越过形式所有权审查？

泰国法院**不会**基于一般公平理由行使宽泛的“揭开公司面纱”权力。相反，它们通过**具体法理**触及实质：名义代持或代理持有（代真实所有人持股——**第 755/2565 号；第 701/2566 号（2023 年）**），其中从未出资的股东被认定系代真实所有人持股，共有人得取回其股份；**第 6777/2553 号**认定代持安排属本人与代理人之间的事项）；虚伪表示交易（**第 5457/2560 号（2017 年）**）；转让的伪造（**第 2755/2565 号（2022 年）**）；以及资金来源追踪（**第 2236/2562 号**）。

6.5 土地与别墅——外国籍配偶不能取得土地

外国人除经罕见的部长许可外，不能在泰国拥有土地（《土地法典》第 86 条；第 981/2524 号（1981 年））。被用作**外国人持有土地之名义代持**的泰国公司本身即属违法：在第 5457/2560 号（2017 年）中，以虚假借款掩盖外国人通过泰国名义股东购买企业的结构，被依《民商法典》第 150 条（目的违法的行为）认定为**无效**，且该外国人甚至无法取回其已付款项。如今此类结构还可能依《外商经营法》第 36 条面临刑事追诉与没收。

对**外国籍（中国）妻子**而言，其现实后果很重要：试图主张土地权属对她毫无所得，而攻击该结构反而可能暴露一项违法的名义代持安排（对双方均为风险）。她的价值在于**共同财产中的股份价值**，于分割时以金钱实现。

6.6 泰国法院可能如何处理这处别墅

若丈夫的股份系婚姻期间以共同财产资金或营业利润取得，泰国法院很可能将这些**股份认定为夫妻共同财产**，并判给妻子**其价值的一半**（第 2236/2562 号），从而纳入公司所持有的价值——但法院**不会**将土地交给她，也不会违背登记册使其成为股东（第 6777/2553 号）。若丈夫利用名义代持结构让外国人持有土地，那是**该结构本身的弱点**（第 5457/2560 号），也是一项可资利用、但须谨慎处理的筹码。

第七部分 — 扶养费与经济支持请求

7.1 婚姻存续期间的扶养

配偶之间负有依其能力与生活状况**相互扶养的义务**（第 1461 条）。该义务**即使不离婚也可强制执行**：未获扶养的配偶可依第 1598/38 条请求扶养费，且法院即使在未明确请求时也可判给——此点经第 8151/2560 号（2017 年）确认。在第 8455/2559 号（2016 年）中，法院依第 1461 条与第 1598/38 条命令丈夫向妻子支付扶养费。该义务甚至在离婚未获准时仍然存续：在第 2854/2561 号（2018 年）中，因未证明离婚理由，婚姻与扶养义务均保持不变。

7.2 不尽扶养是否影响离婚？

是的——在两个方面。第一，未提供适当扶养本身即构成第 1516 条第(6)项的**离婚理由**（见第四部分）。第二，它强化离婚后生活费的请求：在第 3232/2533 号（1990 年）中，遗弃瘫痪配偶且不予扶养，既导致离婚又导致赡养费；在第 1242/2567 号（2024 年）中，丈夫的过错与对陷于贫困的妻子的不扶养，促成了赡养费的判给。

7.3 离婚后赡养费/生活费（第 1526 条）

当离婚系因**一方过错单独造成**，并使他方陷于**贫困**、其财产或营业所得不足维持时，法院可依第 1526 条命令有过错一方支付**生活费**（kha liang chip）。数额由**支付方的能力与受领方的生活地位**确定；情况变更时可予变更（第 1598/39 条；第 4685/2540 号（1997 年）），并于受领方再婚时终止（第 1528 条）。经核实的判给：第 1242/2567 号（2024 年）——每月 50,000 泰铢、为期十年；第 8739/2551 号（2008 年）——放弃工作并因过错离婚而陷于贫困的妻子获判生活费。一处细化：**有过错**一方不能取得第 1526 条赡养费，但仍可请求至离婚生效之日为止的一般配偶扶养费（第 8151/2560 号（2017 年））。

7.4 时点——离婚前、离婚中与离婚后

- **离婚前**：依第 1461 条/第 1598/38 条请求扶养费，并对财产采取临时保全措施（见第八部分）。
- **诉讼期间**：可在案件审理期间请求临时扶养费。
- **离婚后**：若离婚因丈夫过错造成并使妻子陷于困境，可依第 1526 条请求生活费。

7.5 适用于本案事实

丈夫不扶养妻子，违反第 1461 条。她可**现在即请求抚养费**（第 1461 条／第 1598/38 条），并且，若离婚以其过错为由判准（例如依第 1516 条第(6)项不扶养，或第(1)项通奸）且使她无足够收入，则可依**第 1526 条请求离婚后生活费**——此外还有其夫妻共同财产的 50%份额。须注意，她所获财产份额的大小会影响“贫困”的认定：若她取得可观财产，赡养费数额可能相应降低。

第八部分 — 保护妻子权益的实务策略

本案的核心风险在于——掌握公司与显见资产的丈夫，可能在法院分割之前转移或隐匿价值。妻子的策略应结合**调查、证据保全、法院冻结资产与及时起诉**。

8.1 资产调查与文件审查

- **公司注册 (DBD)**：向商业发展厅调取公司注册文件——股东名册 (BorOorJor.5 表)、董事、注册资本、增资记录及年度财务报表。这些显示谁持有股份以及资本如何形成。
- **股东与股份记录**：股东登记册、股票、董事会会议记录及任何股份转让——以查明丈夫的真实持股及任何近期变动。
- **土地厅查询**：对别墅土地进行权属查询，以确认登记所有人 (该公司)、负担及转让历史。
- **财务记录、银行对账单、纳税申报**：用以追踪共同财产资金与营业利润流入股份与资产的轨迹——正是这一资金来源轨迹使第 2236/2562 号案得以成立——并查明股息、留存收益及任何可疑转移。

8.2 立即保全证据

在起诉之前收集并保全副本，因为一旦争议公开，记录与访问权限即可能消失：登记摘录、银行记录、会计记录、显示丈夫控制公司 (以及如相关，另一段关系) 的往来函件与信息，以及其不尽抚养的证据。妻子**追踪共同财产资金**流入公司的能力，是最有价值的单项证据。

8.3 禁令与保全措施

《民事诉讼法典》允许当事人请求法院采取**临时措施 (第 254–264 条)**——临时禁令及/或查封或扣押 (yeut / ayat)——以阻止对方在判决前处分争议财产。法院可**限制股份的出售或转让、冻结公司银行账户并禁止处分土地**，并可要求提供担保 (第 264 条)。情况紧急时可提出紧急 (chukchern) 申请。其机制可见**第 1540/2568 号 (2025 年)** (依第 264 条命令提供担保) 与**第 1585/2565 号 (2022 年)** (合法查封/扣押土地、股份与账户，并下令在判决前禁止出售)。

8.4 异议登记/通知，以击破日后善意买受人抗辩

妻子应就别墅土地在**土地厅办理异议登记或提出异议**，并通知**公司登记机关**。这一点很重要，因为撤销未经授权转让的权力 (下文第 1480 条) **不能对抗善意且有偿取得的第三人**；公示于众可消除日后买受人的善意。

8.5 诉讼策略

将离婚、夫妻共同财产分割与抚养费请求一并提起，并在起诉之时即就股份、账户与土地申请临时措施。主张下文两项财产保护法理，并同时请求临时抚养费与第 1526 条生活费。

8.6 丈夫在离婚前转移资产的风险

泰国法律赋予妻子两项不同的工具，但各有其限制——这正是速度与异议登记至关重要的原因：

- **对被处分财产的回算（第 1534 条）**：若丈夫为其个人利益或为损害妻子而处分共同财产，则在分割时该财产被视为仍然存在并计入其份额（第 4650/2545 号（2002 年）；第 3961/2535 号（1992 年）；第 3247/2537 号（1994 年））。须注意：此项回算在离婚分割时实现，而非事先以单独金钱判决实现，且必须明确主张。
- **撤销未经授权的转让（第 1480 条）**：妻子可起诉撤销未经其必要同意而对共同财产所作的转让（第 512/2565 号（2022 年）——撤销四块共同财产土地的赠与；第 3193/2564 号（2021 年）——撤销出售及其后的抵押）。未经授权的处分系可撤销，而非当然无效（第 4071/2558 号（2015 年））。两项限制至关重要：善意有偿买受人可击破撤销（第 156/2561 号（2018 年）），且诉讼须于知情后一年内、或自交易起十年内提起（第 794/2548 号（2005 年）；第 1171/2543 号（2000 年））。

关于名义代持结构的策略性提醒

若别墅由一家充当名义代持的泰国公司持有，以便外国人控制土地，则揭露该事实可能使该结构无效（第 5457/2560 号）并触发《外商经营法》责任。这是一把双刃剑：它是对抗丈夫的筹码，但须在泰国律师协助下谨慎运用，因为它也可能影响妻子希望分享的价值。

第九部分 — 最高法院 (Dika) 判例分析

以下判决均已在本所判决数据库中核实（已找到并阅读相应判决文件）。年份为佛历，括号内为公历年份。下表供快速参考，之后再讨论最重要的判例。

9.1 经核实判决一览表

判决	争点	裁判要旨与意义
2236/2562 (2019)	以共同财产收入购买的股份	婚姻期间以工资购买股本者，为共同财产；尽管以个人名义登记，对股份的请求权仍属共同财产。 公司股份可为共同财产的关键判例。
755/2565 (2022)	实质重于登记；名义代持	法院越过股份/土地登记审查真实所有权；赠与为个人财产，其他名义代持资产为共同财产并平均分割。
701/2566 (2023)	名义代持；取回	从未出资的股东系代真实所有人持股；共有人得取回经伪造会议转移的股份。
6777/2553 (2010)	限制：登记对抗外部人	名义代持系内部事项（本人—代理人）；对公司及第三人以登记股东为准。配偶的救济是 价值 ，而非控制权。
5457/2560 (2017)	外国人名义代持土地/企业无效	让外国人通过泰国名义人持有企业的虚假结构无效（民法典第150条）；该外国人无法取回款项。
981/2524 (1981)	外国人不能拥有土地	外国人仅经部长许可方可取得土地（《土地法典》第86条）。
372/2567 (2024)	赠与与购买；推定	受赠股份为个人财产；婚姻期间购入的股份为共同财产；适用第1474条推定与混同法理。
679/2532 (1989)	受赠人不明的赠与	无法确定赠与系给一方还是双方时，推定为共同财产（第1474条）。
1053/2537 (1994)	婚姻期间实现的收益	婚姻期间中奖（婚前购票）因系婚姻期间取得而为共同财产。
1319/2568 (2025)	婚姻期间购置的住房	婚姻期间以现金+共同贷款购置的房地为共同财产，离婚时分割；适用第1532条估价。
6711/2537 (1994)	将个人财产转为共同财产	配偶可通过记入婚姻登记册的约定，将个人财产重新归类为共同财产（第1465–1466条）。
451/2567 (2024)	三年分居（4/2）	该理由须同时具备分居逾三年且双方自愿无法共处；仅时间经过或单方面分居均不足够。
157/2561 (2018)	遗弃/被迫离开	被迫离开（被锁门外；他方与人同居）者并未遗弃；单次推搡未

判决	争点	裁判要旨与意义
		达第(3)项严重程度。
8455/2559 (2016)	遗弃的故意；外国离婚	遗弃须证明故意抛弃；恶意取得的外国离婚不获承认；判令支付抚养费（第 1461、1598/38 条）。
13965/2558 (2015)	第(6)项的举证责任	在不抚养的离婚请求中，原告负举证责任（《民事诉讼法典》第 84/1 条）。
11702/2555 (2012)	监禁理由（4/1）	阐述监禁逾一年这一理由的构成要件。
1242/2567 (2024)	赡养费（第 1526 条）	因过错离婚（丈夫与他人同居；不抚养）使妻子陷于贫困 → 每月 50,000 泰铢、为期十年的赡养费。
8739/2551 (2008)	赡养费（第 1526 条）	放弃工作并因过错离婚而陷于贫困的妻子获判生活费。
8151/2560 (2017)	抚养费与赡养费	有过错一方不能取得第 1526 条赡养费，但可请求至离婚生效为止的配偶抚养费（第 1598/38 条），即使未请求。
4685/2540 (1997)	抚养费的变更	约定的给付延续扶养义务，并可随情况变更而调整（第 1526、1598/39 条）。
3232/2533 (1990)	不抚养 → 离婚 + 赡养费	遗弃并多年不抚养瘫痪配偶 → 离婚（第 1516 条第(4)项）并赡养费（第 1526 条）。
2854/2561 (2018)	离婚未准；义务存续	未证明离婚理由时，婚姻与第 1461 条扶养义务存续；未离婚不得分割财产。
4650/2545 (2002)	处分回算（第 1534 条）	为一方个人利益花用的共同财产须在分割时补足（视为仍然存在）。
3961/2535 (1992)	处分回算	被处分的共同财产在分割时视为仍然存在；就所得另行起诉不能成立。
3247/2537 (1994)	单方面出售共同土地	丈夫单方面出售共同土地的所得，视为仍然存在以供分割（第 1534 条）。
512/2565 (2022)	撤销赠与（第 1480 条）	妻子得撤销丈夫未经其同意对四块共同土地的赠与；土地回复为共同财产。
3193/2564 (2021)	撤销出售 + 抵押	妻子得撤销单方面出售及其后抵押（第 1480、1477 条）；确认其诉讼资格。
4071/2558 (2015)	救济的性质	对共同财产未经授权的处分系可撤销而非无效，在被撤销前有效（第 1480 条）。

判决	争点	裁判要旨与意义
794/2548 (2005)	撤销的时效	知情后一年内或行为后十年内撤销；善意有偿买受人受保护（第 1479–1480 条）。
156/2561 (2018)	善意买受人受保护	善意有偿买受人击破撤销（第 1480 条）。
1171/2543 (2000)	十年长期限制	行为逾十年后提起的撤销之诉因超过时效被驳回。
1540/2568 (2025)	临时措施（民事诉讼法第 264 条）	法院命令在判决前提供担保；说明临时保全机制。
1585/2565 (2022)	查封/扣押	合法查封/扣押土地、股份与账户，并下令在判决前禁止出售。

9.2 最重要判决详析

第 2236/2562 号（2019 年）— 公司股份作为共同财产

事实：就一名已故成员以其个人名义持有的合作社股本发生争议；生存配偶主张其为共同财产。**争点：**婚姻期间以一方工资支付的股份是否为共同财产。**理由与结果：**用以支付每月股份分期款的款项系该成员的工资——婚姻期间所得的收入——因而依第 1474 条第(1)项为共同财产；一经支付即成为股本，对该股本的请求权仍属共同财产。**意义：**这是关于婚姻期间以共同财产资金取得的股份为夫妻共同财产的主要经核实判例，其依据是追踪资金来源，尽管登记在一方名下——与丈夫的公司股份直接相关。

第 451/2567 号（2024 年）— 第 1516 条第(4/2)项之三年分居

事实：一对夫妻分居逾三年；一方以分居为由诉请离婚。**争点：**第(4/2)项须证明何种事项。**理由与结果：**法院认定，该理由须同时具备分居逾三年与真正出于无法和睦共处的自愿分居；就该案事实而言，尽管双方已分居逾三年，但分居在被告一方并非自愿（原告系迁居照料患病的母亲），故未以所主张的方式构成要件。**意义：**确认仅时间经过并不足够，且单方面或被迫分居不符合要件——这对妻子将来应（与不应）如何表述第(4/2)项请求十分重要。

第 1242/2567 号（2024 年）— 为陷于贫困、未获扶养的妻子判给赡养费

事实：高收入丈夫公开与他人同居，停止扶养年长得多、患病、无收入的妻子，随后离婚。**争点：**离婚后生活费的请求权。**理由与结果：**由于离婚系丈夫单方过错造成并使妻子陷于贫困，她有权依第 1526 条获得生活费，数额由其能力与她的地位确定——每月 50,000 泰铢、为期十年（除非她再婚或死亡）。**意义：**近期的具体例证，说明过错 + 不扶养 + 需要会产生可观的赡养费判给。

第 5457/2560 号 (2017 年) — 外国人名义代持结构无效

事实：以虚假借款掩盖外国人对公司业务的购买，由泰国国民仅以名义持股以规避《外商经营法》。

争点：该结构的有效性。**理由与结果：**所掩盖的目的是规避《外商经营法》，故该交易依《民商法典》第 150 条**无效**；由于该外国人明知违法，甚至无法取回所付款项。**意义：**确认泰国法院注重实质，并将使外国人名义代持土地／企业结构归于无效——与如何处理公司持有别墅直接相关。

第十部分 — 结论

8. **中国婚姻在泰国获得承认吗？** 是的。在中国有效登记的婚姻依佛历 2481 年《法律冲突法》（第 20 条）获得承认。**无需**在泰国重新登记；双方以经认证、翻译的中国结婚证证明之。依泰国法律，他们是完全意义上的已婚配偶，包括适用夫妻财产制。
9. **双方可以在泰国离婚吗？** 原则上可以。离婚理由由泰国法律（第 1516 条）决定，但由于双方为外国人，法院须确信离婚为各配偶本国法所允许（《法律冲突法》第 27 条），并作为事实予以证明。在泰国约三年的居住以及位于泰国的资产支持法院受理；双方均为外国人时管辖权更依赖具体事实，故宜在丈夫居住地、财产所在地提起诉讼。
10. **可能具备哪些离婚理由？** **第 1516 条第(6)项**（不尽扶养／实施严重有损婚姻的行为）目前最为有力，前提是妻子证明丈夫的财力、可归责的不作为及她的困苦。若丈夫与他人同居，则**第 1516 条第(1)项**适用。**遗弃（第(4)项）**须有逾一年的故意抛弃；**三年分居（第(4/2)项）**尚不可用，若日后援用须表述为双方自愿的分居（第 451/2567 号；第 157/2561 号）。
11. **哪些资产可能属于共同财产？** 婚姻期间取得的几乎一切：营业利润、以该利润购置的资产、以利润再投资取得的资产，以及企业与别墅中积累的价值——均推定为夫妻共同财产（第 1474 条）并平均分割（第 1533 条）。证明任何资产为个人财产的责任在丈夫；其唯一现实的例外是婚前完全独有的企业，且即便如此，其婚姻期间的利润仍为共同财产。
12. **法院会如何处理通过公司持有的别墅？** 最可能将丈夫的**股份**认定为共同财产（若系婚姻期间以共同财产资金取得），并判给妻子**其价值的一半**，从而纳入公司价值——但不会将土地本身交给她，也不会违背登记册使其成为股东（第 2236/2562 号；第 6777/2553 号）。外国人名义代持土地结构是对丈夫不利的弱点（第 5457/2560 号）。
13. **妻子可有哪些经济请求？** 婚姻存续期间及诉讼期间的抚养费（第 1461 条、第 1598/38 条）；若离婚因丈夫过错造成并使她陷于困境，可请求离婚后生活费／赡养费（第 1526 条——参见第 1242/2567 号）；以及其**夫妻共同财产的 50% 份额**。
14. **妻子应立即采取哪些步骤？** 聘请泰国家事律师；调查并追踪公司、土地与银行记录，立即保全证据；在土地厅办理异议登记并通知公司登记机关；将离婚、财产分割与抚养费请求一并提起，并立即申请临时禁令／查封（民法第 254–264 条）以冻结股份、账户与土地；主张第 1534 条回算与第 1480 条撤销——迅速行动，赶在转移或时效消灭请求之前。

10.1 法律不确定之处（如实标注）

- **双方均为外国人时的管辖权**比数据库中混合国籍案件更依赖具体事实；应确立与泰国的有力连结因素（居住+财产）。
- 在没有可证明困苦的情况下，**单纯不扶养是否足以构成第 1516 条第(6)项**尚无定论；应证明能力、可归责性与困苦。
- **证明外国法（第 27 条）**是实务上的障碍；妻子应准备证明中国法与丈夫本国法允许离婚。
- **股份作为共同财产的请求是价值请求，而非控制权**（第 6777/2553 号）；若股份系赠与/继承给丈夫，则为个人财产（第 1471 条第(3)项）——股本的来源具有决定性。
- **外国人不能拥有土地及名义代持的暴露风险**意味着妻子应以股份价值为目标，而非土地，并谨慎处理名义代持这一点。

附录 — 法律依据一览表（成文法）

条文	效果
《法律冲突法》（佛历 2481 年）第 5 条	公共政策保留——若外国法违反泰国公共秩序/善良风俗则不予适用。
第 19 条/第 20 条	结婚行为能力依各方本国法（第 19 条）；婚姻若按举行地形式作成即为有效（第 20 条）——据此承认中国婚姻。
第 26 条/第 27 条	协议离婚仅在两国本国法均允许时有效（第 26 条）；争议离婚——两国本国法均须允许离婚，理由由泰国法律支配（第 27 条）。
第 8 条	外国法未获证明时，适用泰国法律。
《民法典》第 1459 条	境外婚姻可通过泰国领事官员登记——属可选，而非有效性条件。
《民法典》第 1461 条	配偶须同居，并依能力与生活状况相互扶养。
《民法典》第 1466 条/ 1465 条	婚前协议仅在以书面作成并于登记时记入婚姻登记册时方为有效。
《民法典》第 1471 条/ 1472 条	界定个人财产（Sin Suan Tua）；经交换/替代追踪的个人财产仍为个人财产。
《民法典》第 1474 条	界定夫妻共同财产（Sin Somros），含个人财产的孳息；存疑财产推定为共同财产。
《民法典》第 1476 条/ 1480 条	对共同财产的重大处分须经双方同意；未经授权的处分可撤销（限制：善意买受人；一年/十年）。
《民法典》第 1516 条	十项离婚理由。
《民法典》第 1517 条/ 1518 条/1529 条	限制：同意/纵容（第(1)、(2)项）；宽恕；对第(1)、(2)、(3)、(6)项的一年时效。
《民法典》第 1523/1526/1528/1598/38/159 8/39 条	通奸赔偿（第 1523 条）；基于过错的离婚后生活费（第 1526 条），再婚时终止（第 1528 条）；配偶扶养费请求（第 1598/38 条）及变更（第 1598/39 条）。
《民法典》第 1532/1533/1534 条	估价/清算日期（第 1532 条）；共同财产平均分割（第 1533 条）；对被处分共同财产的回算（第 1534 条）。
《民事诉讼法典》第 84/1 条； 第 254–264 条	举证责任（第 84/1 条）；临时措施——临时禁令、查封/扣押、担保（第 254–264 条）。
《土地法典》第 86 条；《外商 经营法》第 36 条	外国人除经部长许可外不得拥有土地；为外国人名义代持构成犯罪。

报告结束 / End of Report

本报告（英文及简体中文）到此结束。如需就本案采取下一步行动，请联系泰国家事律师。 /
This concludes the report in both English and Simplified Chinese.