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# Recovering an Unpaid Debt in Thailand: Limitation, Default Interest and Enforcement

What makes a debt enforceable, the limitation periods that quietly kill real claims, the current default interest rate, and why enforcement and asset tracing decide whether money actually comes back.



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The e-book edition of the article at <https://dap-resolution.com/en/insights/debt-recovery/>

The debt cases where a creditor loses most are rarely the ones with weak evidence. More often the creditor has every document in order, wins, walks out holding a judgment, and only then discovers the debtor has nothing worth seizing. A second group suffers just as badly: the debt is real to the last baht, but too much time has passed, the debtor pleads prescription in one sentence, and the claim ends there.

Understanding the mechanics early is a real advantage: it tells you which documents matter, how fast the clock runs for your type of debt, and why a debtor who transfers a few hundred baht may just have reset the deadline. Those who do not know tend to lose their rights for small reasons, such as keeping the contract but not the transfer slips.

This article sets out, in plain terms, which debts the law will actually enforce, what a demand letter really does, the default interest rate after the 2021 amendment, how limitation periods differ between types of debt, how an acknowledgment of debt restarts the clock, and above all what happens at the enforcement and asset-tracing stage, the stage that decides whether a judgment becomes money or paper.

## Chapter 1

# An enforceable debt needs two things: a cause and proof

When someone tells me that a person borrowed money and never paid it back, the first task is to separate two questions: what gave rise to the debt, and what proves it. The law does not ask how badly you have been hurt. It asks whether there is a legally recognised cause of obligation, such as a loan, goods delivered but unpaid for, completed contract work, or arrears of rent.

Different causes carry different consequences: the evidence the law insists on, the length of the limitation period, and the interest claimable. Naming the debt correctly at the outset therefore determines how many years remain and how much can be added to the principal.

## Chapter 2

# Evidence of a loan: what actually counts

For a loan between private persons the law is blunt: above two thousand baht, without written evidence signed by the borrower, the claim cannot be enforced by action.<sup>1</sup>

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<sup>1</sup> **Civil and Commercial Code, Section 653** provides:

A loan of money exceeding two thousand baht in amount is not enforceable by action unless there is some written evidence of the loan signed by the borrower.

Where a loan of money is evidenced in writing, repayment may be proved only by producing written evidence signed by the lender, or by the return of the document evidencing the loan, or by a cancellation endorsed upon that document.

A common misconception is that written evidence must mean a formally drafted contract. It need not: a message written by the borrower stating how much was borrowed and when it will be repaid can suffice. The trap runs the other way too, because under the second paragraph a borrower who says the loan was repaid must produce written evidence of that repayment. Both sides are better off keeping every record of money received and returned.

### Chapter 3

## Is the debt due yet? The starting point for everything

Much of what follows is counted from one date: the day the debt fell due and was not paid. That date is when the limitation period starts to run and when default interest begins.<sup>2</sup>

Where the contract fixes a calendar due date, default arises the moment it passes. The difficulty is with debts that have no fixed due date, common in informal lending between acquaintances: there a reminder must come first. That is the initial reason a demand letter has legal significance, rather than being merely a means of pressure.

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<sup>2</sup>. **Civil and Commercial Code, Section 204** provides:

If the debt is due and the creditor thereafter gives the debtor a reminder, and the debtor still does not perform, the debtor is in default by reason of that reminder.

If the time for performance has been fixed by the calendar and the debtor does not perform at that time, the debtor is in default without any reminder. The same applies where notice must be given before performance and the period fixed can be reckoned by the calendar from the date of that notice.

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## Chapter 4

### The demand letter: what it is really for

Most people think of a demand letter as a way to frighten the debtor. Legally it does three measurable things: it puts the debtor in default where no due date was fixed, it fixes a clear date from which default interest runs, and it creates a record of when payment was called for.

It matters just as much to know what a demand letter does not do: it does not interrupt prescription. Writing once a year for several years extends nothing, because interruption depends on an admission by the debtor or on proceedings being commenced, not on a unilateral demand. This misunderstanding is why many debts expire while the parties are still exchanging demands.

## Chapter 5

# Default interest: the number that changed in April 2021

Where a monetary debt is in default the creditor may claim interest even if the contract is silent, because the law supplies it. What many still get wrong is the rate. It used to be 7.5 per cent per year, but a 2021 amendment to the Civil and Commercial Code changed it.<sup>3 4</sup>

Read together, the two sections give three plus two, that is five per cent per year, the current statutory default rate. In Supreme Court Judgment No. 2664/2564<sup>5</sup> the Court held that the amendment took effect on 11 April 2021 and does not disturb interest for the earlier period. Older debts are therefore charged in two tranches, 7.5 per cent per year before that date and five per cent per year from it, as applied in Supreme Court Judgment No.

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### **3. Civil and Commercial Code, Section 7** provides:

Where interest is to be paid and no rate has been fixed by juristic act or by express provision of law, the rate shall be three per cent per year.

The rate under paragraph one may be decreased or increased by royal decree so as to accord with the economic conditions of the country. Ordinarily the Ministry of Finance shall review it every three years so as to keep it close to the average of commercial banks deposit and lending rates.

### **4. Civil and Commercial Code, Section 224** provides:

In the case of a monetary debt, interest during the period of default shall be calculated at the rate fixed under Section 7 plus an additional two per cent per year. If the creditor may claim a higher rate of interest on some other lawful ground, that higher rate shall continue to apply.

Interest upon interest during the period of default is prohibited.

Proof of any further damage remains admissible.

### **5. Supreme Court Judgment No. 2664/2564**

5063/2565<sup>6</sup>, which adds that if the Ministry of Finance adjusts the Civil and Commercial Code, Section 7 rate by royal decree, the default rate moves with it.

**Note**

Where the contract fixes its own lawful rate, that rate governs.

## Chapter 6

### Prescription: the first wall that can end a case

Prescription is the period the law allows a creditor to exercise a claim. Once it has run and the debtor pleads it, the court dismisses the claim without deciding whether the debt was real. This is how a creditor with perfect documents loses.<sup>7</sup>

An ordinary loan between private persons has no specific period and so falls under this ten-year default. That sounds generous and lulls many creditors. The warning is that several obligations which look like loans are not on the ten-year clock at all, arrears of interest and sums agreed to be repaid by instalments among them.

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<sup>6</sup>. Supreme Court Judgment No. 5063/2565

<sup>7</sup>. **Civil and Commercial Code, Section 193/30** provides:

Where no period of prescription is specifically provided by this Code or by any other law, the period shall be ten years.

## Chapter 7

# The two-year trade claim: the trap businesses fall into

The trap I see most often in business debt is the two-year period for traders claims. A supplier who has delivered but not been paid, a contractor who has finished the work, a service provider who advanced expenses, all fall within it. Two years pass faster than expected, particularly while the parties are still on good terms.<sup>8</sup>

### Note

Civil and Commercial Code, Section 193/34 contains seventeen paragraphs covering many further trades and professions. The paragraph quoted above bears most directly on ordinary trade debt.

The heart of it lies in the closing words, unless the transaction was made for the business of the debtor itself. Where the debtor buys for use in its own business rather than for personal consumption, the period extends from two years to five. In Supreme Court Judgment No. 3856/2547<sup>9</sup> the Court held these

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<sup>8</sup>. **Civil and Commercial Code, Section 193/34 (1)** provides:

The following claims are subject to a prescription period of two years:

- (1) claims by a trader or industrialist, a handicraftsman, an art-industrialist or a craftsman for the price of goods delivered, for work done, or for the management of another person affairs, including money disbursed in advance, unless the transaction was made for the business of the debtor itself.

<sup>9</sup>. Supreme Court Judgment No. 3856/2547

words to be wider than mere resale, and in Supreme Court Judgment No. 14887/2551<sup>10</sup> it added that the debtor manner of carrying on business must be examined case by case. Most business-to-business trade debt therefore runs for five years, while a claim against a consumer who bought for personal use runs for two.

## Chapter 8

### The five-year group: arrears of interest, instalments and rent

The five-year group is the most overlooked, because creditors assume that if the principal runs for ten years the interest must too. It does not.<sup>11</sup>

In practice, if a creditor waits seven years before suing on an interest-bearing loan, the principal is still within its ten-year period, but arrears of interest older than five years cannot all be recovered. The recoverable figure can differ substantially from the one the creditor had in mind.

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<sup>10.</sup> Supreme Court Judgment No. 14887/2551

<sup>11.</sup> **Civil and Commercial Code, Section 193/33** provides:

The following claims are subject to a prescription period of five years:

- (1) arrears of interest;
- (2) sums payable for the repayment of capital by instalments;
- (3) arrears of rent of property, except rent of movables under Section 193/34 (6);
- (4) arrears of payments due, namely salaries, annuities, pensions, maintenance allowances and other sums of a like nature payable at fixed intervals;
- (5) claims under Section 193/34 (1), (2) and (5) which are not subject to the two-year period.

## Chapter 9

# A comparison of the common periods

| Type of debt                                             | Period   | Provision                                                |
|----------------------------------------------------------|----------|----------------------------------------------------------|
| Ordinary loan between private persons                    | 10 years | Section 193/30                                           |
| Trader claim against a buyer who bought for personal use | 2 years  | Section 193/34 (1)                                       |
| Goods bought by the debtor for its own business          | 5 years  | Section 193/34 (1) closing words with Section 193/33 (5) |
| Arrears of interest                                      | 5 years  | Section 193/33 (1)                                       |
| Sums payable to repay capital by instalments             | 5 years  | Section 193/33 (2)                                       |
| Arrears of rent of immovable property                    | 5 years  | Section 193/33 (3)                                       |
| A claim established by a final judgment                  | 10 years | Section 193/32                                           |

### Note

This is an overview only. Some debts are governed by specific legislation with other periods, and small differences in the facts can move a debt from one group to another.

## Chapter 10

# Acknowledgment of debt: part payment resets the clock

This is the section to read most slowly, because it is both an opportunity and a trap. If the debtor does something amounting to an admission of the debt, prescription is interrupted and begins afresh from the start. That includes part payment, paying interest, and giving security, not only signing a formal acknowledgment. <sup>12 13</sup>

The courts apply this directly. In Supreme Court Judgment No. 2058/2549 <sup>14</sup> part performance by the debtor was an acknowledgment under Civil and Commercial Code, Section 193/14 (1), so a fresh ten years began. In Supreme Court Judgment

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**12. Civil and Commercial Code, Section 193/14** provides:

Prescription is interrupted in the following cases:

- (1) the debtor acknowledges the claim to the creditor by giving a written acknowledgment of debt, by making part payment, by paying interest, by giving security, or by any act which unequivocally implies an admission of the claim;
- (2) the creditor brings an action to establish the claim or to obtain performance;
- (3) the creditor files an application for repayment of the debt in bankruptcy proceedings;
- (4) the creditor submits the dispute to arbitration;
- (5) the creditor does any other act having the same effect as bringing an action.

**13. Civil and Commercial Code, Section 193/15** provides:

When prescription has been interrupted, the time which elapsed before the interruption is not counted.

A new period of prescription begins to run from the time when the cause of interruption comes to an end.

**14.** Supreme Court Judgment No. 2058/2549

No. 6504/2550<sup>15</sup> the two-year period restarted from the debtor final part payment, and because the creditor filed more than two years after that day the claim was time-barred.

Both cases reduce to one sentence: part payment does not make a debt permanently safe, it restarts the clock from zero. The date of the debtor most recent transfer, however small, is one of the most important dates in the file, and the reason I tell people never to delete transfer slips.

## Chapter 11

### Payment after the period has run does not revive the debt

The immediate question is whether a payment made after the period expired revives the claim. The answer is no, because an acknowledgment capable of interrupting prescription must occur before the period has run out.<sup>16</sup>

Supreme Court Judgment No. 4857/2549<sup>17</sup> states the point squarely: an acknowledgment must be made before the claim is barred. There, the already time-barred portion was not revived by a later part payment, while the portion still within time on the

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<sup>15</sup>. Supreme Court Judgment No. 6504/2550

<sup>16</sup>. **Civil and Commercial Code, Section 193/28** provides:

Performance of a claim already barred by prescription cannot be reclaimed, however much has been performed, even if the person performing did not know that the claim was barred.

Paragraph one applies also where the debtor acknowledges liability in writing or by giving security, but this cannot be set up to the detriment of the original surety.

<sup>17</sup>. Supreme Court Judgment No. 4857/2549

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date of payment restarted and remained actionable. In Supreme Court Judgment No. 1687/2551<sup>18</sup> the Court held that a part payment made after expiry merely prevents the money from being reclaimed under Civil and Commercial Code, Section 193/28 paragraph one and is not an acknowledgment. The date of each payment, measured against the expiry date, is therefore a fact to be established precisely rather than estimated.

## Chapter 12

### Inside the court: from filing to judgment

Once in court a debt case follows a predictable sequence: the plaintiff is filed with fees based on the amount claimed, the court serves the summons and a copy of the plaintiff, the defendant files an answer within the prescribed time, and the court frames the issues and sets hearing dates. Mediation is usually scheduled along the way, and a good number of cases end in a compromise agreement.

If the defendant files no answer or does not appear, the case may proceed in default on the plaintiff evidence. That sounds like an advantage but is often a warning sign, because a debtor who never appears is frequently a debtor with nothing to lose. A compromise is therefore not a capitulation; in many cases it brings money back faster and more reliably.

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<sup>18</sup>. Supreme Court Judgment No. 1687/2551

## Chapter 13

# A judgment carries its own ten-year period

A frequent misunderstanding is that once judgment is obtained the question of prescription is over. In fact a judgment creates a new claim with its own period, and so does a compromise agreement.<sup>19</sup>

The closing words have an interesting effect: a debt that originally ran for only two years becomes, once final judgment is given, a claim running for ten. Bringing a short-limitation debt to court in time therefore changes its position significantly.

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<sup>19</sup>. **Civil and Commercial Code, Section 193/32** provides:

A claim established by a final judgment of a court or by a compromise agreement is subject to a prescription period of ten years, whatever the period of prescription of the original claim may have been.

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## Chapter 14

# The ten years for enforcement: a deadline with no second chance

Beyond the period for the judgment claim itself there is a separate deadline: the time within which a judgment creditor must apply for enforcement. The Civil Procedure Code sets it at ten years.<sup>20</sup>

The key point is that if seizure or attachment has begun within the ten years, enforcement against that property can be carried through to completion. But if the ten years pass with no application at all, a judgment obtained with great effort can no longer be enforced. The date of judgment is not the end of the work but the start of another clock.

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**20. Civil Procedure Code, Section 274** provides:

If a party or person who has lost the case, or a person whom the court has by judgment or order required to pay a debt (the judgment debtor), fails to comply, wholly or in part, with the writ issued under the judgment or order, the party or person who has won the case or whom the court has by judgment or order awarded payment (the judgment creditor) is entitled to apply for enforcement by seizure of property, attachment of claims, or other means of enforcement under this Part within ten years from the date of the judgment or order; and if within that period the judgment creditor has applied to the execution officer to seize property or attach any claim, or has partly carried out enforcement by other means, enforcement against that property or claim, or by those other means, may be continued to completion.

If the judgment or order provides for payment by instalments, monthly or yearly, or for any performance in the future, the ten-year period under paragraph one runs from the date on which the debt under the judgment or order becomes enforceable.

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**Chapter 15**

## Asset tracing: where recovery is really decided

If I had to choose one factor that decides whether a creditor recovers, it would be this, because enforcement requires property to enforce against. The assets usually reached are land and buildings, bank deposits, the attachable portion of salary, shares in companies, and claims the debtor holds against third parties. Since the law recognises that a creditor rarely knows the full extent of those assets, it allows an application for the court to inquire into them. <sup>21</sup>

What a reader can do personally, and it is worth a great deal, is to preserve the debtor traces from the outset: bank names and account numbers used for transfers, the registered address, vehicle registrations, companies in which the debtor is a director or shareholder, the location of shops or factories, and any document in which the debtor referred to their own assets. This is a far better starting point than beginning from nothing.

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**21. Civil Procedure Code, Section 277** provides:

In enforcement proceedings, if the judgment creditor has reasonable cause to believe that the judgment debtor has more property liable to execution than the creditor knows of, or has property liable to execution but the creditor does not know where it is situated or kept, or if there is reasonable cause to doubt whether particular property belongs to the judgment debtor, the judgment creditor may file an ex parte application, in the form of a motion, for the court to hold an inquiry.

Upon such an application, or where the court thinks fit for the purposes of enforcement in a petty case, the court may summon the judgment debtor or any other person believed to be in a position to give useful evidence to appear in person for the inquiry, and may order such persons to produce documents or material evidence in their possession or control relating to the judgment debtor property, on such terms and conditions as it thinks fit.

## Chapter 16

# Property beyond reach: the reality to know in advance

The law does not allow everything to be seized, because the debtor must still be able to live and earn. Section 301 of the Civil Procedure Code places outside the reach of execution clothing and bedding, household utensils, personal effects, and the tools needed for the debtor livelihood, each up to stated values. The part that most affects collection concerns money, and Civil Procedure Code, Section 302 addresses it directly.<sup>22</sup>

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### **22. Civil Procedure Code, Section 302** provides:

Subject to the provisions of other laws, the following money or claims for money of the judgment debtor are not liable to execution:

- (2) salary, wages, pension, gratuity, allowance or other income of a like nature of civil servants, officials or employees in government service, and any relief payment, pension or gratuity paid by a government body to the spouse or surviving relatives of such persons;
- (3) salary, wages, pension, compensation, relief payment or other income of a like nature of employees, workers or labourers other than those in (2), paid by an employer or any other person to such persons or to their spouse or surviving relatives, up to a total of twenty thousand baht per month or such amount as the execution officer thinks fit;
- (4) gratuity, severance pay or other income of a like nature of persons under (3), up to three hundred thousand baht or such amount as the execution officer thinks fit;

**Note**

Civil Procedure Code, Section 302 also contains paragraph (1) on subsistence allowances and paragraph (5) on funeral benefits, and its closing paragraphs let either creditor or debtor apply to the court within fifteen days of learning of the execution officer determination, asking for the amount to be fixed afresh.

The section makes clear why debts owed by civil servants or by modestly paid employees are harder to enforce than expected, and why knowing where a debtor works is not enough without knowing the nature of the income.

**Chapter 17**

## When tracing finds nothing: what remains

It has to be said plainly that some cases are won but cannot be enforced, because the debtor holds nothing in their own name. What remains available is to keep the right alive within the ten-year frame of Civil Procedure Code, Section 274 and watch whether the debtor position changes, since a debtor with nothing today may inherit, resume regular income, or acquire new property within a few years.

Another point often forgotten is the debtor who transfers assets to close relatives after learning a claim is coming. The law provides a mechanism for setting aside transfers made in fraud of creditors, but it depends on close attention to timing and consideration. If you have seen a sale notice or a transfer that looked unusual, record the date and keep a screenshot. Where the sums are large and there are several creditors, bankruptcy or business reorganisation is a further route, with conditions and consequences quite different from ordinary enforcement.



## Frequently asked questions

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**Q Can I still sue if I lent money by bank transfer with no written contract?**

**A** A transfer slip proves that money moved, but not why, which could be a loan, payment for goods, or a gift. Section 653 of the Civil and Commercial Code requires written evidence of the loan signed by the borrower for amounts above two thousand baht. In practice what helps most is a message written by the borrower referring to the borrowing and to repayment, read together with the slip. If such messages exist, keep the entire chat thread without deleting or trimming it.

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**Q The debtor paid 500 baht last year. What does that do to the limitation period?**

**A** If the debt was still within time on the day of payment, a part payment is an acknowledgment under Civil and Commercial Code, Section 193/14 (1): prescription is interrupted and a fresh period begins from that day under Section 193/15, regardless of how small the sum, as illustrated by Supreme Court Judgment No. 6504/2550. If the debt was already barred, a later payment merely prevents the money from being reclaimed under Civil and Commercial Code, Section 193/28 and does not revive the claim, as held in Supreme Court Judgment No. 1687/2551.

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**Q The contract says nothing about interest. Can interest still be claimed, and at what rate?**

**A** Interest on a monetary debt in default may be claimed under Section 224 of the Civil and Commercial Code even where the contract is silent, at the Section 7 rate, currently three per cent per year, plus an additional two per cent, giving five per cent per year. That figure comes from the amendment effective 11 April 2021. A debt whose default straddles that date attracts interest in two tranches, 7.5 per cent per year before it and five per cent per year from it, as applied in Supreme Court Judgment No. 5063/2565.

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**Q I won, but the debtor has no assets. When does the judgment run out?**

**A** Two separate clocks apply. First, a claim established by a final judgment runs for ten years under Civil and Commercial Code, Section 193/32, whatever the original period was. Second, the time for applying for enforcement is ten years from the date of the judgment or order under Section 274 of the Civil Procedure Code; and where seizure or attachment has begun within that time, enforcement against that property may be carried through to completion. As for assets not yet identified, Civil Procedure Code, Section 277 allows an application for the court to inquire into the judgment debtor property.

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## In summary

Recovering a debt is not a single step but a chain of linked ones: a cause of obligation and evidence the law accepts; putting the debtor in default so interest runs at five per cent per year under Civil and Commercial Code, Section 224 read with Section 7; counting the limitation period correctly, whether the debt belongs to the ten-year, five-year or two-year group; understanding that part payment restarts the clock under Civil and Commercial Code, Sections 193/14 and 193/15 yet achieves nothing once the period has run; and finally enforcement, with its ten-year frame under Civil Procedure Code, Section 274, the asset inquiry under Section 277, and the limits under Sections 301 and 302.

Anyone who grasps this manages a debt differently from day one: keeping the evidence complete before trouble arrives, noting the date of the debtor most recent transfer as a date that matters, and not letting time drift on the mistaken belief that debts last forever. In the end, whether the money comes back turns less on winning or losing than on whether you are still in time and whether there is still something left to enforce against.

## What to do next

- 1 Before anything else, lay out the dates in order: when the debt arose, when it fell due, and when the debtor last paid anything.
  - 2 Identify which type of debt you hold, since the ten-year, five-year and two-year periods apply to different categories.
  - 3 Gather the evidence above in one place, keeping the original files and not only screenshots.
  - 4 Keep a dated note of asset traces you come across in the ordinary course, such as the location of a business or a vehicle in use.
  - 5 If the debtor offers to pay by instalments, put the arrangement in writing with the amount and date of each instalment clearly stated.
  - 6 Establish clearly how much of the limitation period remains. If you are unsure which date it runs from, settle that fact first.
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# Notes and references

Statutes and judgments cited in this book, with the chapter and footnote number.

## Statutes cited

|    |                                               |                      |
|----|-----------------------------------------------|----------------------|
| 1  | Civil and Commercial Code, Section 653        | Chapter 2 · note 1   |
| 2  | Civil and Commercial Code, Section 204        | Chapter 3 · note 2   |
| 3  | Civil and Commercial Code, Section 7          | Chapter 5 · note 3   |
| 4  | Civil and Commercial Code, Section 224        | Chapter 5 · note 4   |
| 5  | Civil and Commercial Code, Section 193/30     | Chapter 6 · note 7   |
| 6  | Civil and Commercial Code, Section 193/34 (1) | Chapter 7 · note 8   |
| 7  | Civil and Commercial Code, Section 193/33     | Chapter 8 · note 11  |
| 8  | Civil and Commercial Code, Section 193/14     | Chapter 10 · note 12 |
| 9  | Civil and Commercial Code, Section 193/15     | Chapter 10 · note 13 |
| 10 | Civil and Commercial Code, Section 193/28     | Chapter 11 · note 16 |
| 11 | Civil and Commercial Code, Section 193/32     | Chapter 13 · note 19 |
| 12 | Civil Procedure Code, Section 274             | Chapter 14 · note 20 |
| 13 | Civil Procedure Code, Section 277             | Chapter 15 · note 21 |
| 14 | Civil Procedure Code, Section 302             | Chapter 16 · note 22 |

## Supreme Court judgments cited

|   |                                      |                    |
|---|--------------------------------------|--------------------|
| 1 | Supreme Court Judgment No. 2664/2564 | Chapter 5 · note 5 |
| 2 | Supreme Court Judgment No. 5063/2565 | Chapter 5 · note 6 |
| 3 | Supreme Court Judgment No. 3856/2547 | Chapter 7 · note 9 |

|   |                                       |                      |
|---|---------------------------------------|----------------------|
| 4 | Supreme Court Judgment No. 14887/2551 | Chapter 7 · note 10  |
| 5 | Supreme Court Judgment No. 2058/2549  | Chapter 10 · note 14 |
| 6 | Supreme Court Judgment No. 6504/2550  | Chapter 10 · note 15 |
| 7 | Supreme Court Judgment No. 4857/2549  | Chapter 11 · note 17 |
| 8 | Supreme Court Judgment No. 1687/2551  | Chapter 11 · note 18 |

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Supreme Court judgments can be read in full through the Supreme Court's judgment search ([deka.supremecourt.or.th](https://deka.supremecourt.or.th))





From the author

## If this is happening to you

If you are in this situation, or you are unsure whether the evidence you hold is enough, you are welcome to ask. We can look at what your documents and messages establish as a matter of law, and what options lie ahead.

What to gather before seeking advice

- ☐ The contract, or any message written by the debtor stating the amount and the due date. Keep the whole chat thread, do not delete it and do not extract only selected parts.
- ☐ Every transfer slip and bank statement line, both when the money went out and when the debtor made any part payment, with dates clearly legible.
- ☐ A note of the date of the debtor most recent payment and the date the debt fell due under the agreement.
- ☐ Any demand letters sent, with proof of dispatch and delivery receipts, or evidence that the other side received the message.

- ☐ Trade documents showing the goods or work were received, such as signed delivery notes, billing notes and receipts.
  - ☐ Information identifying the debtor and tracing assets: full name, a working address, the banks used for transfers, and the businesses the debtor is connected with.
  - ☐ Documents in which the debtor referred to their own property, such as a message promising to sell land to repay, or papers submitted with a request to pay by instalments.
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**1**

Tell us the matter and any deadlines

**2**

Agree the scope and fees

**3**

Carry out the work and report

An initial consultation carries no obligation, and everything discussed is confidential under professional privilege. Call 065-145-5546 or reach us through whichever channel suits you.

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This article is general information, not advice on any specific case. A small change in facts can change the entire legal outcome, and the law may be amended, so please consult an attorney before acting.



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