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Can a chat replace a loan agreement: LINE, Messenger and the three requirements that decide it

A chat message, whether on LINE, Messenger, Instagram or any other channel, can satisfy the written-evidence requirement for a loan under Section 653 of the Civil and Commercial Code, read together with the Electronic Transactions Act. But the Supreme Court has made clear that qualifying as writing and bearing a signature is not enough: the words themselves must show that the money was lent.



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

Two transfers to the same person, in the same LINE conversation, barely a month apart. The Supreme Court allowed recovery on one and dismissed the claim on the other. The entire difference lay in a single line the lender typed when the money went out.

Almost all personal lending now happens over chat, whether on LINE, Messenger, Instagram, WhatsApp, or even plain text messages and email. The money moves, the conversation scrolls on, and no one signs anything on paper. Many lenders assume the chat history is enough. In practice a great many claims fail on precisely this point, because having a chat and having evidence of a loan are not the same thing.

This article sets out how the law lets a LINE chat carry the same weight as a written document, the conditions attached to that, where three Supreme Court judgments have drawn the line, and the practical precautions that follow from them.

Chapter 1

The heart of the matter

The first thing to be clear about is that the law does not reject chat evidence, and has not done so since 2001. The question is never whether a chat can be used, but what the chat actually says.

There are three requirements, and all three must be met: whether the messages count as writing, whether anything in them counts as the borrower's signature, and, most decisive of all, whether

the content shows that the money was lent. Fail any one of them and a hundred pages of chat history will not support a claim.

Chapter 2

The first requirement: the law demands written evidence

Statutory authority for this section¹

The first thing to notice is that the section does not require a loan to be made in writing to be valid. The contract comes into existence when the money changes hands. What the absence of signed written evidence removes is not the debt itself but the ability to enforce it by action.

The second and more important point is that the signature the law asks for is the borrower's, not the lender's. A message the lender types into the chat, met with silence on the other side, is therefore in difficulty from the outset.

¹ **Civil and Commercial Code, Section 653** provides:

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

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

Chapter 3

Every platform falls under the same rule

Statutory authority for this section²

The provision is short but it is the foundation of everything that follows, because it closes off the argument that a chat is merely a chat and not a document. A court cannot discard what was said simply because it lives on a phone.

Notice that the statute speaks broadly of electronic data and names no application at all. LINE, Messenger, Instagram, WhatsApp, text messages and email therefore fall under one and the same rule. What differs between them is how easily the record can be preserved and the sender identified, not the legal principle itself.

This shows plainly in the cases that follow: one turned on LINE messages and another on Facebook, yet the Court decided both under the same set of provisions.

². **Electronic Transactions Act B.E. 2544 (2001), Section 7** provides:

The legal effect and enforceability of a message shall not be denied solely on the ground that it is in the form of electronic data.

Chapter 4

How a chat becomes writing

Statutory authority for this section³

Read the phrase “without any change in its meaning” carefully, because it is the word meaning in this paragraph, and not the file format or the method of storage that most people assume, which decides real cases.

Chapter 5

Where the signature comes from

Statutory authority for this section⁴

In practice a message sent from a person’s own account, whether on LINE, Facebook or elsewhere, displays the sender’s name and satisfies this without much difficulty. As we shall see, the courts have gone so far as to treat even a sticker as a signature.

3. Electronic Transactions Act B.E. 2544 (2001), Section 8, paragraph one provides:

Subject to Section 9, where the law requires an act to be made in writing, to be evidenced in writing, or to be supported by a document, or attaches legal consequences to the absence of any of these, a message created as electronic data that can be accessed and reproduced without any change in its meaning shall be deemed to satisfy that requirement.

4. Electronic Transactions Act B.E. 2544 (2001), Section 9, paragraph one provides:

Where the law requires a signature, or attaches legal consequences to the absence of one, a signature shall be deemed to have been made if,

first, a method is used that can identify the signatory and indicate that person’s intention regarding the message,

and second, that method is either

one that is reliable and appropriate to the purpose for which the electronic data was created or sent, having regard to all the surrounding circumstances and any relevant agreement,

or any other method that can verify the signatory and indicate that intention, whether by itself or together with other evidence.

Chapter 6

One conversation, one recovery and one dismissal

Supreme Court Judgment 3622/2568⁵ (2025) repays close reading, because it sets the comparison up inside a single case.

The first transfer was on 28 January 2022. The parties spoke on LINE, the plaintiff transferred 200,000 baht, sent the transfer slip, and typed a message:

Plaintiff:

I have lent it to you.

Defendant:

Thank you, elder sister.

The Court treated that exchange as written evidence of a 200,000 baht loan signed by the borrower under Section 653 paragraph one of the Civil and Commercial Code, read with Sections 8 and 9 paragraph one of the Electronic Transactions Act. That sum was recoverable.

The second transfer was on 15 March 2022, a little over a month later and in the same conversation. The parties spoke by LINE call twice, at 15.20 and 16.35. At 17.00 the plaintiff transferred 100,000 baht. At 17.07 the defendant replied with a sticker.

⁵. Supreme Court Judgment No. 3622/2568

Defendant:

(sticker) Thank you.

The Court held that although the conversation was electronic data whose binding effect Electronic Transactions Act, Section 7 forbids denying, and although Section 9 meant the sticker reading “thank you” counted as the defendant’s signature, Electronic Transactions Act, Section 8 requires that the messages be capable of being accessed and reproduced with the meaning that money was lent before they can amount to written evidence of a loan under Civil and Commercial Code, Section 653 paragraph one.

Since nothing in the exchange showed that the 100,000 baht was lent, the electronic data could not oblige the defendant to repay it as a loan, and the claim for that sum was dismissed.

Chapter 7

The decisive word was lent

Both transfers sat in the same conversation, between the same two people, made the same way, and the defendant answered on both occasions. One thing differed: the first time the lender typed the words “I have lent it to you,” and the second time the money simply went out in silence.

That short sentence was worth exactly one hundred thousand baht.

This is why I tell clients not to transfer in silence. Type the word lend into the chat, and wait for a reply that shows the other side understood it as a loan.

Chapter 8

The implied course of dealing was rejected

In the same case the plaintiff argued on appeal that since the defendant had already borrowed 200,000 baht on evidence sitting in the very same conversation, the later transfer should be treated as a loan by implication even without the word appearing.

The Court disagreed. More than a month separated the two transfers, and over that period the conversation must have ranged over a great many subjects, yet nothing in it linked back to the first loan. The evidence of the earlier loan could not therefore be treated by implication as part of the evidence for the later one.

The practical consequence matters: each loan needs evidence of its own. It cannot borrow credibility from the ones before it.

Chapter 9

A second case: 7.8 million the chat could not save

Supreme Court Judgment 1112/2566⁶ (2023) confirms the same principle over a far larger sum.

The plaintiff issued a cheque for 7,800,000 baht into the second defendant's account and claimed it was a loan, relying on LINE messages exchanged with the first defendant.

The Court accepted that the messages were electronic data and amounted to writing signed by the first defendant. On their content, however, the plaintiff was asserting a loan one-sidedly while the first defendant said only that he would chase the money up, never expressly admitting a loan, and indeed sent messages indicating the sum related to vehicles pledged in a joint investment.

The Court also observed that for a loan of that size no interest or return was ever shown to have been sought, which ran contrary to ordinary practice. The evidence therefore fell short of establishing a loan, and could not constitute written evidence of one under Civil and Commercial Code, Section 653 paragraph one.

The lesson is that repeated demands in a chat answered with “I will sort it out” do not amount to an admission of a loan.

⁶. Supreme Court Judgment No. 1112/2566

Chapter 10

Double-edged: when the lender writes the debt off

None of this runs only in the lender's favour. Supreme Court Judgment 6757/2560⁷ (2017) shows the other edge of the blade.

There the borrower had signed a proper paper loan agreement for 595,500 baht at one per cent interest a month. The lender later sent a Facebook message saying the whole 670,000 baht need not be returned, that it was all given away, that no interest need be sent, so that the borrower would carry no burden of debt.

The Court held that this was a transmission of electronic data, so Sections 7 to 9 of the Electronic Transactions Act applied.

Although the message bore no signature, a Facebook message displays the sender's name and the lender admitted sending it. It was therefore admissible as a declaration of intention to release the debt, evidenced in writing under Section 340 of the Civil and Commercial Code. The obligation was extinguished and the lender had no right of action.

This lender held a complete paper agreement and still lost, undone by a message he typed himself.

⁷. Supreme Court Judgment No. 6757/2560

Chapter 11

Saying you did not mean it will not undo it

One passage in Judgment 6757/2560 deserves particular attention: the lender's argument on final appeal. He said he never truly intended to release the debt, and had written what he wrote out of stress and a wish to make a bitter point.

The Court rejected it. The lender could not rely on such a reason to void the intention he had expressed, because there was nothing to show the borrower knew of the intention he kept hidden inside.

The principle cuts both ways. A message takes effect according to what it says, not according to what the sender was thinking. Writing something sarcastically, in temper, or to save face therefore calls for the same care as signing a document.

Chapter 12

Admitting a chat as evidence

Statutory authority for this section ⁸

⁸. **Electronic Transactions Act B.E. 2544 (2001), Section 11** provides:

Electronic data shall not be denied admissibility as evidence in any legal proceeding, whether civil, criminal or otherwise, solely on the ground that it is electronic data.

In weighing how far electronic data is reliable, regard shall be had to the reliability of the manner in which it was created, stored or communicated, the manner of its storage, its completeness and freedom from alteration, the manner in which the sender was identified, and all the surrounding circumstances.

Paragraph one shall apply equally to a print-out of electronic data.

The final paragraph, extending the rule to print-outs, matters a great deal in practice, because what actually goes to court is a printed screenshot rather than the telephone itself.

But note paragraph two as well: a bar on refusing to admit is not an obligation to believe. Weight still turns on completeness and the absence of alteration, which makes a screenshot cropped to the helpful parts the easiest thing in the file to attack.

Chapter 13

A procedural lesson on listing evidence

There is one more point in Judgment 3622/2568 worth noting, because the failure there was purely procedural.

On appeal the plaintiff sought leave to add evidence, tendering screenshots of the conversation continuing on from the messages already filed, which might well have cured the problem of meaning. The Court found that this material had been in the plaintiff's possession since the trial and so had to be tendered before judgment at first instance, under Section 88 final paragraph of the Civil Procedure Code read with Section 195. Leave was refused.

Put plainly, the evidence that could have won the case was in the plaintiff's hands the whole time, and was filed too late.

Chapter 14

Practical guidance

For anyone about to lend, there is really only one thing to do. When the money goes out, put the word lend or loan in the chat in plain terms, state the amount and any date for repayment, and wait for a reply that shows the other side understood it as a loan rather than a sticker saying thank you.

Keep the whole conversation, not only the part that helps you. The other side holds the same conversation and will produce the remainder in any event, and on the approach in 1112/2566 the court reads the messages as a whole to work out what the money was really about. Keeping everything is safer than keeping a selection.

Watch your own messages as well. Anything you have typed that could be read as forgiving the debt, granting an indulgence, or admitting that you owe it takes legal effect at once without being reduced to paper, as 6757/2560 shows. It is worth pausing before replying in anger or in a softer moment.

Frequently asked questions

Q Can a claim be brought where money was transferred with no message at all?

A A transfer slip by itself is not written evidence of a loan signed by the borrower under Civil and Commercial Code, Section 653 paragraph one. On the approach in Judgment 3622/2568, a transfer unaccompanied by wording carrying the meaning of a loan is difficult to enforce. Other avenues may exist depending on the facts, so the whole conversation should be reviewed with counsel.

Q Is a sticker really treated as a signature?

A In Judgment 3622/2568 the Court treated a sticker reading “thank you” as a signature under Section 9 of the Electronic Transactions Act. The plaintiff still lost on that sum, because the content did not show a loan. A signature alone does not make a claim enforceable.

Q Can a message forgiving a debt be taken back?

A In Judgment 6757/2560 a Facebook message releasing a debt was held to be a declaration of intention to release, evidenced in writing under Civil and Commercial Code, Section 340, extinguishing the obligation. The Court refused the explanation that it had been written out of stress or spite, because nothing showed the borrower knew of that hidden intention.

Q Must the telephone itself be produced, or is a screenshot enough?

A Section 11 final paragraph of the Electronic Transactions Act extends the rule to print-outs, so a printed screenshot is admissible. Paragraph two still leaves the court to weigh completeness and freedom from alteration, so tendering only selected messages invites challenge.

In summary

A LINE message can indeed serve as evidence of a loan, through Section 653 of the Civil and Commercial Code read with the Electronic Transactions Act B.E. 2544 (2001): Section 7, which forbids denying binding effect merely because a message is electronic; Section 8, which deems it writing; Electronic Transactions Act, Section 9, which deems it signed; and Section 11, which forbids refusing it as evidence. Yet Judgments 3622/2568 and 1112/2566 point the same way, that being writing and bearing a signature is not enough, and the words must carry the meaning that money was lent, while 6757/2560 warns that a lender's own messages bind the lender too, and that a later claim of not having meant it will not help.

Understanding this changes only small habits: write clearly at the moment of transfer, keep the whole conversation rather than the flattering part of it, and think before typing when feeling runs high. Because in the end these cases are not won or lost on whether there was a chat, but on what the chat actually said.

What to do next

- 1** Best of all, have the borrower write first: how much they are asking for, what it is for, and when they will repay. The law looks for the borrower's signature, so words that came from the borrower carry more weight than a message you sent and hoped they would acknowledge.
 - 2** When transferring, state in the chat that the money is being lent, with the amount and any repayment date.
 - 3** Wait for a reply that shows the borrower understood it as a loan, not merely a sticker or a word of thanks.
 - 4** Preserve the entire conversation together with the transfer records, rather than cropping to the helpful messages.
 - 5** If proceedings begin, list every document before judgment at first instance rather than waiting to tender it on appeal.
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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	Electronic Transactions Act B.E. 2544 (2001), Section 7	Chapter 3 · note 2
3	Electronic Transactions Act B.E. 2544 (2001), Section 8, paragraph one	Chapter 4 · note 3
4	Electronic Transactions Act B.E. 2544 (2001), Section 9, paragraph one	Chapter 5 · note 4
5	Electronic Transactions Act B.E. 2544 (2001), Section 11	Chapter 12 · note 8

Supreme Court judgments cited

1	Supreme Court Judgment No. 3622/2568	Chapter 6 · note 5
2	Supreme Court Judgment No. 1112/2566	Chapter 9 · note 6
3	Supreme Court Judgment No. 6757/2560	Chapter 10 · note 7

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Supreme Court judgments can be read in full through the Supreme Court's judgment search (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 entire conversation from the beginning to the present, not only the stretch that mentions money, exported to a file if the application allows it.
- ☐ Proof of transfer showing the date, time, amount and destination account clearly, such as a transfer slip or bank statement.
- ☐ The recipient's name and details so far as known, including the name on the receiving account, which is not always the person you were speaking to.

- ☐ Any demands already sent and the replies received, since the words the other side used weigh heavily on what kind of obligation this was.
 - ☐ Any related paper documents, such as a loan agreement, an acknowledgement of debt, a cheque, or security.
 - ☐ A rough timeline of when the money went out, when repayment was agreed, and when you last chased it, because this bears on limitation periods.
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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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