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Dismissed from your job: was it lawful, and what are you owed

A guide for employees who have just been dismissed: which dismissals are lawful yet still carry severance, which remove it, and which amount to unfair dismissal, with the payments the law provides for and the records worth preserving from day one.



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

The question I hear most often on the day of a dismissal is not how much money is due, but whether the company was even allowed to do it. The answer usually surprises people: in most cases it was. Thai law does not prohibit dismissal; it prescribes what must be paid when one happens. Those are two separate questions.

An employee who keeps the two apart knows which entitlements are simply owed and which have to be established. One who does not tends to sign away rights on the assumption that a company with a reason owes nothing, when the sums the statute guarantees require no finding of fault at all.

This article sets out, in plain terms, how a dismissal that is lawful but still carries severance differs from an unfair dismissal; what the six grounds that remove severance are; the one condition employers most often fail; whether being pressured into resigning still counts as dismissal; and which payments employees routinely overlook.

Chapter 1

What counts as dismissal in law (wider than being fired)

Most people take dismissal to mean being called in and told to leave. The statutory definition is wider, and the width helps employees, because it catches cases where the employer avoids

using the word.¹

Note the phrase “any act”. No letter is needed and the word dismissal need not be used; it is enough that the result is no work and no wages. Shutting a site and going silent, or revoking every access and stopping salary, can fall within it.

Chapter 2

The two ideas people conflate: severance and unfair dismissal

This is the crux. Thai law keeps two questions apart. First, did the employer have adequate reason to dismiss, answered under Section 49 of the Act on Establishment of Labour Courts and Labour Court Procedure B.E. 2522 (1979). Second, is severance owed, answered under Sections 118 and 119 of the Labour Protection Act B.E. 2541 (1998). Different statutes, and the answers need not agree.

Supreme Court Judgment No. 2347/2543² makes the point squarely. The employer dismissed for lack of liquidity with no new investor. The Court accepted that as an adequate reason, so

¹ **Labour Protection Act B.E. 2541 (1998), Section 118 paragraph two** provides:

Dismissal under this Section means any act of the employer by which the employee is not permitted to continue working and is not paid wages, whether by reason of the expiry of the employment contract or any other cause, and includes the case in which the employee does not work and receives no wages because the employer is unable to carry on the business.

² Supreme Court Judgment No. 2347/2543

the dismissal was not unfair, then held it was not a Labour Protection Act, Section 119 ground and so did not remove severance or pay in lieu of notice.

Note

One sentence is enough to carry away: a good business reason does not remove severance. Only the six grounds in Labour Protection Act, Section 119 do that.

Chapter 3

Three outcomes side by side

This is what I usually sketch at a first meeting. Once someone sees that the middle column and the right-hand column are separate, most of the confusion clears.

Situation	Lawful dismissal	Severance payable	Damages under Section 49
Closure, loss of liquidity, or restructuring	Lawful, an adequate reason	Yes	Generally not available
Underperformance, written warning given, nothing grave	Lawful if the reason genuinely exists	Yes, unless every element of Section 119 (4) is met	Depends on the facts
Dishonesty in office, with the ground stated at the moment of dismissal	Lawful	No	Not available
Dishonesty in fact, but the ground was never stated at dismissal	The dismissal itself stands	Yes, the ground cannot be raised later	Not available
Dismissal for asserting a right, or victimisation, with no real reason	Not lawful	Yes	Available
Reaching the retirement age the employer has set	Lawful	Yes	Not available

Chapter 4

Severance under Labour Protection Act, Section 118, an entitlement that needs no finding of fault

Severance is not damages, not a goodwill gesture, and not something the employer grants. It is a statutory debt arising the moment a dismissal occurs, and the rate turns on length of

service alone.³

How the figure is computed, and which elements of pay count towards the last wage rate, is dealt with separately. The point here is that the bracket rises in steps with service, and service runs from the real start date, not from the latest contract document.

3. Labour Protection Act B.E. 2541 (1998), Section 118 paragraph one provides:

The employer shall pay severance pay to a dismissed employee as follows.

- (1) An employee who has worked continuously for one hundred and twenty days but less than one year shall be paid not less than the last wage rate for thirty days, or not less than the wages for the last thirty days of work in the case of an employee paid by result per unit.
- (2) An employee who has worked continuously for one year but less than three years shall be paid not less than the last wage rate for ninety days, or not less than the wages for the last ninety days of work in the case of an employee paid by result per unit.
- (3) An employee who has worked continuously for three years but less than six years shall be paid not less than the last wage rate for one hundred and eighty days, or not less than the wages for the last one hundred and eighty days of work in the case of an employee paid by result per unit.
- (4) An employee who has worked continuously for six years but less than ten years shall be paid not less than the last wage rate for two hundred and forty days, or not less than the wages for the last two hundred and forty days of work in the case of an employee paid by result per unit.
- (5) An employee who has worked continuously for ten years but less than twenty years shall be paid not less than the last wage rate for three hundred days, or not less than the wages for the last three hundred days of work in the case of an employee paid by result per unit.
- (6) An employee who has worked continuously for twenty years or more shall be paid not less than the last wage rate for four hundred days, or not less than the wages for the last four hundred days of work in the case of an employee paid by result per unit.

Chapter 5

The six grounds that remove severance, and there are no others

The grounds on which severance falls away number six. The list is closed, not illustrative. If the reason relied on is not one of them, severance remains payable however reasonable it sounds.⁴

Ground (4) is invoked most and misapplied most, because breaking a rule is not enough by itself. There must be a prior written warning, still within one year of the act it addressed, and the later breach must reasonably relate to the same matter. Only a genuinely grave case allows the warning to be skipped.

⁴. **Labour Protection Act B.E. 2541 (1998), Section 119** provides:

The employer need not pay severance pay to a dismissed employee in any of the following cases.

- (1) Dishonest performance of duties, or the intentional commission of a criminal offence against the employer.
- (2) Intentionally causing loss to the employer.
- (3) Negligence causing serious loss to the employer.
- (4) Violation of work rules, regulations, or lawful and fair orders of the employer where the employer has already given a written warning, save in a grave case where no warning is required;
a written warning remains in force for not more than one year from the date of the employee's act.
- (5) Absence from duty for three consecutive working days without reasonable cause, whether or not a holiday intervenes.
- (6) Imprisonment under a final judgment,

provided that where the offence was committed negligently or is a petty offence, it must have caused loss to the employer.

Chapter 6

The most important line in Labour Protection Act, Section 119: state the ground then, or lose it

If I had to pick one line of labour legislation for employees to know, it would be this, because it can change the outcome even where the employee genuinely was at fault.⁵

Supreme Court Judgment No. 1538/2558⁶ applied the rule where the labour court had found that the employee did intentionally cause loss by working for a competitor; because the fact was not stated in the letter or at the time, the ground could not be relied on. In Supreme Court Judgment No. 1254/2546⁷ the letter said only that the employee had neglected his duties and that his efficiency was unsatisfactory, and the Court held such wording is not a Labour Protection Act, Section 119 ground.

As for oral dismissal, Supreme Court Judgments No. 7047/2542⁸ and No. 1906/2556⁹ agree it is permissible, but to rely on a Labour Protection Act, Section 119 ground the employer must state that ground at the moment the oral dismissal is given. The condition is about timing, not paperwork.

⁵ **Labour Protection Act B.E. 2541 (1998), Section 119 final paragraph** provides:

Where a dismissal is made without severance pay under paragraph one, if the employer has not set out the facts constituting the ground of dismissal in the notice of termination, or has not informed the employee of the ground at the time of dismissal, the employer may not raise that ground afterwards.

⁶ Supreme Court Judgment No. 1538/2558

⁷ Supreme Court Judgment No. 1254/2546

⁸ Supreme Court Judgment No. 7047/2542

⁹ Supreme Court Judgment No. 1906/2556

Note

The practical step: keep the original letter safe and photograph it, and where the dismissal was oral, write down the same day who said what, at what time, and who was present, because the words used that day govern what may be argued later.

Chapter 7

Pay in lieu of notice, a separate sum from severance

This is a distinct sum from severance, often unclaimed because employees do not know it exists. Where the contract has no fixed term, notice of at least one wage period is required; if the

employer prefers the employee not to work it out, it may pay instead.^{10 11}

Importantly, the closing paragraph of Labour Protection Act, Section 17 lifts the notice requirement only for cases under Section 119 and under Section 583 of the Civil and Commercial Code. Business reasons such as downsizing therefore do not remove this payment.¹²

One caution: Supreme Court Judgment No. 1254/2546 explains that the restriction on stating the ground bears chiefly on refusing severance, and does not wholly extend to a Civil and Commercial Code, Section 583 defence on pay in lieu of notice. The two sums can be decided differently in one case.

10. Labour Protection Act B.E. 2541 (1998), Section 17 provides:

An employment contract ends on the expiry of the period stated in it without any need for advance notice.

Where the contract has no fixed period, either the employer or the employee may terminate it by giving written notice to the other at or before a wage payment date, so as to take effect on the following wage payment date, but notice need not exceed three months. A probationary employment contract is deemed to be a contract without a fixed period.

On termination under paragraph two, the employer may pay the wages that would fall due up to the effective date stated in the notice and require the employee to leave work immediately.

The advance notice under this Section does not apply to dismissal under Section 119 of this Act or Section 583 of the Civil and Commercial Code.

11. Labour Protection Act B.E. 2541 (1998), Section 17/1 provides:

Where the employer terminates the contract without giving the employee the advance notice required by Section 17 paragraph two, the employer shall pay the employee a sum equal to the wages the employee would have received from the day the employee is required to leave work until the day termination would have taken effect under Section 17 paragraph two, such payment to be made on the day the employee leaves work.

12. Civil and Commercial Code, Section 583 provides:

If the employee wilfully disobeys the lawful orders of the employer, or habitually neglects such orders, or absents himself from his work, or is guilty of gross misconduct, or acts in a manner incompatible with the due and faithful discharge of his duty, the employer may dismiss him without notice and without compensation.

Chapter 8

Relocation of the workplace: declining to move need not mean losing everything

Employees often lose out here by assuming that declining to move is the same as resigning. It is not. The statute provides a route, but with a deadline that must be kept.¹³

The thirty-day window in paragraph three is the point to watch. Notification must be in writing and proof of delivery is worth keeping, since entitlement is tied to notifying in time. Where the parties disagree, Labour Protection Act, Section 120/1 routes the matter to the Labour Welfare Committee.

13. Labour Protection Act B.E. 2541 (1998), Section 120 provides:

An employer wishing to relocate a place of business to a new site, or to another site of the employer, shall post notice to the employees in advance, in an open place at the establishment where the employees can plainly see it, continuously for not less than thirty days before the day of relocation; the notice must at least be clear enough to show which employees are to be moved, to where, and when.

If the employer fails to post such advance notice, the employer shall pay special severance in lieu of advance notice to any employee who does not wish to work at the new place of business, equal to the last wage rate for thirty days, or the wages for the last thirty days of work in the case of an employee paid by result per unit.

An employee who considers that the relocation materially affects the ordinary way of life of that employee or of the employee's family, and who does not wish to work at the new place of business, must notify the employer in writing within thirty days from the date the notice was posted, or from the date of relocation where no notice was posted; the employment contract is then deemed to end on the day of relocation, and the employee is entitled to special severance of not less than the severance rate to which the employee would be entitled under Section 118.

Special severance in lieu of advance notice under paragraph two, or special severance under paragraph three, shall be paid to the employee within seven days from the day the contract ends.

Chapter 9

Machinery or technology replacing people: an extra layer of special severance

Where dismissal arises from reorganising a unit, production, distribution, or services because of new or changed machinery or technology, the statute imposes stricter requirements and adds a further payment for long-serving employees.^{14 15}

The statute does not prohibit introducing machinery, nor treat dismissal on that ground as unlawful. It puts a price on failing to give the full sixty days, which is the point made at the outset: Thai law regulates dismissal by pricing it, not by forbidding it.

14. Labour Protection Act B.E. 2541 (1998), Section 121 provides:

Where an employer is to dismiss employees by reason of a reorganisation of a work unit, of a production process, of distribution, or of services arising from the introduction or alteration of machinery or technology, resulting in a need to reduce the number of employees, Section 17 paragraph two shall not apply, and the employer shall notify the labour inspector, and the employees to be dismissed, of the date of dismissal, the reason for it, and the names of the employees concerned, not less than sixty days before the date of dismissal.

If the employer gives no such advance notice, or gives less notice than that period, then in addition to severance under Section 118 the employer shall pay special severance in lieu of advance notice equal to the last wage rate for sixty days, or the wages for the last sixty days of work in the case of an employee paid by result per unit.

15. Labour Protection Act B.E. 2541 (1998), Section 122 provides:

Where an employer dismisses an employee under Section 121 and that employee has worked continuously for more than six years, the employer shall pay special severance in addition to severance under Section 118 of not less than the last wage rate for fifteen days per completed year of service, or not less than the wages for the last fifteen days of work per completed year of service in the case of an employee paid by result per unit, provided that the total under this Section shall not exceed the last wage rate for three hundred and sixty days, or the wages for the last three hundred and sixty days of work in the case of an employee paid by result per unit.

For the purpose of calculating special severance, where a period of service is less than one year, a remaining fraction of more than one hundred and eighty days shall be counted as one complete year.

Chapter 10

Retirement is a dismissal, and severance follows

People who have worked for decades sometimes retire with nothing but a bouquet, on the understanding that retirement is not a dismissal. That is wrong, and the statute says so expressly.¹⁶

Supreme Court Judgment No. 3114/2567¹⁷ sets out the mechanism, with one part that helps employees considerably: if the retirement date passes and the employer keeps the employee on without paying severance, there was no dismissal by retirement that day, and when dismissal comes service runs continuously to the actual date.

Chapter 11

A fixed-term contract does not automatically remove severance

A common line is that the contract simply expired, so no severance arises. That works only where the statutory conditions are met, and they are much narrower than most people

¹⁶. Labour Protection Act B.E. 2541 (1998), Section 118/1 provides:

Retirement as agreed between employer and employee, or as fixed by the employer, is deemed a dismissal under Section 118 paragraph two.

Where no retirement has been agreed or fixed, or where the retirement age agreed or fixed exceeds sixty years, an employee aged sixty or over is entitled to declare retirement by notifying the employer, taking effect on the expiry of thirty days from the declaration, and the employer shall pay severance to the retiring employee under Section 118 paragraph one.

¹⁷. Supreme Court Judgment No. 3114/2567

assume.¹⁸

Supreme Court Judgment No. 4111/2564¹⁹ illustrates this neatly. The employee had three consecutive two-year contracts. The term was genuinely fixed, so dismissal at its end was not unfair; but because the work was part of the employer's ordinary business, the contract fell outside paragraphs three and four, severance remained payable, and service was counted across all three contracts.

Note

That case captures the theme of this article: the dismissal was not unfair, and severance was still owed. Both findings sat in the same judgment.

¹⁸. **Labour Protection Act B.E. 2541 (1998), Section 118 paragraphs three and four** provides:

Paragraph one does not apply to an employee whose period of employment is fixed and definite and who is dismissed at the end of that period.

Employment for a fixed period under paragraph three may be made only for work on a specific project which is not the ordinary business or trade of the employer and which must have definite starting and finishing dates, or for work of an occasional nature with a defined end or completion, or for seasonal work engaged during that season, where the work must be completed within not more than two years, and where the employer and employee made a written contract at the outset of the employment.

¹⁹. Supreme Court Judgment No. 4111/2564

Chapter 12

Being pressured into resigning: it can count as dismissal, but the evidence must carry weight

This needs to be put plainly. If a resignation is not truly voluntary, it is the employer who ended the contract and the entitlements survive. But the case law is fairly strict: once there is a resignation letter in the employee's own hand, showing it was not voluntary is a substantial task.

Supreme Court Judgment No. 3116/2529²⁰ holds that where coercion cannot be established the resignation is treated as voluntary, and once voluntary the question of unfair dismissal does not arise. In Supreme Court Judgment No. 1331/2525²¹ the employer said resign or face prosecution; the Court treated that as a threat to exercise an ordinary right, so the resignation was voluntary and there was no dismissal.

Two further traps. Supreme Court Judgment No. 4048/2561²² holds that a declared intention to terminate cannot be unilaterally withdrawn unless the employer agrees. And in Supreme Court Judgment No. 2666/2556²³ the employee accepted an assistance payment after dismissal without any reservation or objection; the Court treated that as an agreement to settle the dismissal, meaning no further claim was intended.

²⁰. Supreme Court Judgment No. 3116/2529

²¹. Supreme Court Judgment No. 1331/2525

²². Supreme Court Judgment No. 4048/2561

²³. Supreme Court Judgment No. 2666/2556

Note

The practical guidance: do not sign anything in the room, ask for time to read, check which payments a document covers and whether it contains a waiver, and if pressed to resign, preserve everything recording that day, including messages, emails, the names of those present, and the timing.

Chapter 13

The payments people forget, and the three-day rule

Beyond severance and pay in lieu of notice, several further sums are prescribed, and the deadline for paying them is much shorter than people expect. ^{24 25 26}

The fifteen per cent per year in Labour Protection Act, Section 9 is well above the ordinary civil default rate, and the additional fifteen per cent every seven days is heavier still. That is why dates matter: the date of dismissal, the date each payment was received, and what remains unpaid all feed into the final figure.

24. Labour Protection Act B.E. 2541 (1998), Section 67 provides:

Where an employer dismisses an employee otherwise than in a case under Section 119, the employer shall pay the employee wages for annual holiday in the year of dismissal in proportion to the annual holiday to which the employee is entitled under Section 30.

Where the employee terminates the contract or the employer dismisses the employee, whether or not the dismissal falls under Section 119, the employer shall pay the employee wages for accumulated annual holiday to which the employee is entitled under Section 30.

25. Labour Protection Act B.E. 2541 (1998), Section 70 paragraph two provides:

Where an employer dismisses an employee, the employer shall pay the wages, overtime pay, holiday pay, holiday overtime pay, and the sums the employer is obliged to pay under this Act to which the employee is entitled, within three days from the date of dismissal.

26. Labour Protection Act B.E. 2541 (1998), Section 9 paragraphs one and two provides:

Where an employer fails to return a monetary guarantee under Section 10 paragraph two, fails to pay the sum due where it terminates the contract without advance notice under Section 17/1, fails to pay wages, overtime pay, holiday pay, holiday overtime pay, or the sums it is obliged to pay under this Act within the time fixed by Section 70, or fails to pay the sum due on suspension of business under Section 75, or severance under Section 118, or special severance in lieu of advance notice or special severance under Sections 120, 120/1, 121 and 122, the employer shall pay the employee interest during default at fifteen per cent per year.

Where the employer wilfully fails to return or pay such sums without reasonable cause, on the expiry of seven days from the due date the employer shall pay the employee an additional fifteen per cent of the outstanding sum for every seven-day period.

Chapter 14

Damages for unfair dismissal under Act on Establishment of Labour Courts, Section 49

This sum differs from the others: it is not fixed by formula but left to the labour court's discretion, and the threshold is that the court must first find the dismissal unfair.²⁷

Act on Establishment of Labour Courts, Section 49 does not define unfairness, so the case law supplies it. Supreme Court Judgment No. 3738/2536²⁸ explains it as dismissal without cause, or with some cause but not one necessary or sufficient to warrant dismissal. Supreme Court Judgment No. 2347/2543 asks whether the reason genuinely existed and whether it was adequate, noting it may arise from the employee's conduct or from no fault of the employee.

One detail is worth noting: the court must have regard to the severance to which the employee is entitled. The statute treats the two sums as distinct but related, neither identical nor wholly independent.

27. Act on Establishment of Labour Courts and Labour Court Procedure B.E. 2522 (1979), Section 49 provides:

In the trial of a case where an employer has dismissed an employee, if the Labour Court is of the view that the dismissal was unfair to the employee, the Labour Court may order the employer to take the employee back into employment at the wage rate received at the time of dismissal. If the Labour Court is of the view that the employee and the employer can no longer work together, the Labour Court shall fix the amount of damages for the employer to pay instead, having regard to the employee's age, the employee's length of service, the hardship suffered by the employee on dismissal, the underlying cause of the dismissal, and the severance pay to which the employee is entitled.

28. Supreme Court Judgment No. 3738/2536

Chapter 15

The two routes the law provides, and the timing to check carefully

For money arising under the Labour Protection Act there are two routes: a complaint to the labour inspector, or proceedings in the labour court. They work differently, and the choice is better made knowing what each can do.²⁹

Once a complaint is lodged, Labour Protection Act, Section 124 requires the inspector to investigate and order within sixty days of receipt, extendable by up to thirty days with approval, and if money is owed the order directs payment within thirty days from the date the employer knows or is deemed to know of it. The attraction is a defined timetable and no litigation costs.³⁰

The thirty days in Labour Protection Act, Section 125 is the hardest deadline here, because if the case is not brought in time the order becomes final, even one the employee dislikes. On

²⁹. Labour Protection Act B.E. 2541 (1998), Section 123 paragraph one provides:

Where an employer contravenes or fails to comply with provisions concerning the right to receive any sum of money under this Act, and the employee wishes the competent official to act under this Act, the employee has the right to lodge a complaint with the labour inspector of the locality where the employee works or where the employer is domiciled, in the form prescribed by the Director-General.

³⁰. Labour Protection Act B.E. 2541 (1998), Section 125 paragraphs one and two provides:

Once the labour inspector has issued an order under Section 124, if the employer, the employee, or the statutory heir of a deceased employee is dissatisfied with the order, the case may be brought before the court within thirty days from the date of knowledge of the order.

If the employer, the employee, or the statutory heir does not bring the case before the court within that period, the order becomes final.

receiving an order, the first task is to establish precisely the date of knowledge.

A further point plainly stated: damages for unfair dismissal under Act on Establishment of Labour Courts, Section 49 are not money arising under the Labour Protection Act, so they fall outside the inspector's ordering power under Sections 123 and 124. That sum is for the labour court. As to limitation, where no specific period is prescribed, Section 193/30 of the Civil and Commercial Code fixes it at ten years.³¹

Note

Time limits vary with the details of each matter: the date of dismissal, the due date of each payment, and the date of knowledge of an order. If it is unclear which date starts the clock, fix the dates precisely from the documents in hand.

Note

This article is general information for educational purposes and is not legal advice for any particular case. Small differences in the facts can produce entirely different legal outcomes.

31. Civil and Commercial Code, Section 193/30 provides:

The period of prescription, where not specifically provided by this Code or by any other law, shall be ten years.

Frequently asked questions

Q The company says it is making losses and had to let people go. Is severance still due?

A As a rule yes, because losses and a lack of liquidity are not among the six grounds in Labour Protection Act, Section 119. Supreme Court Judgment No. 2347/2543 held that such a reason may be adequate, so the dismissal is not unfair, while still leaving the employer liable for severance and pay in lieu of notice.

Q The employer only gave a reason after severance was demanded. Does that count?

A The final paragraph of Labour Protection Act, Section 119 is explicit: if the employer did not set out the facts constituting the ground in the notice of termination, or did not inform the employee of it at the time of dismissal, it may not raise that ground afterwards. Supreme Court Judgment No. 1538/2558 applied this even where the court found the employee had been at fault.

Q I was called in and told to write a resignation. Having written it, can I withdraw it?

A It is difficult. Supreme Court Judgment No. 4048/2561 holds that a declared intention to terminate cannot be unilaterally withdrawn unless the employer agrees. As for arguing the resignation was not voluntary, Supreme Court Judgment No. 3116/2529 shows that where coercion cannot be established it is treated as voluntary, which is why the surrounding evidence carries so much weight.

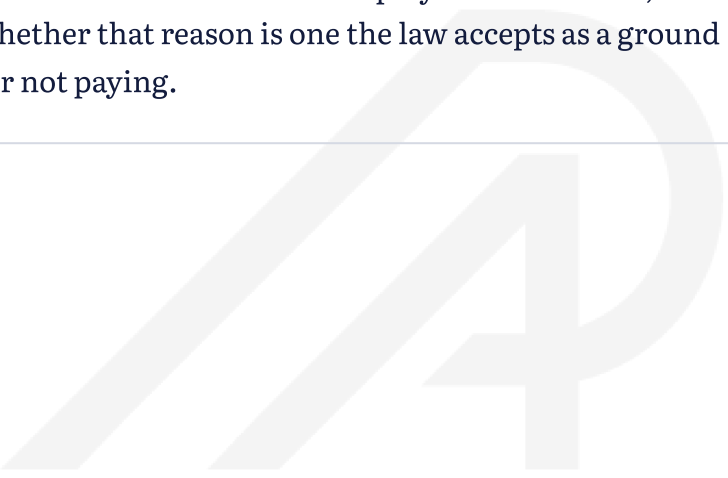
Q The company is relocating to another province. If I do not move, have I resigned?

A Not automatically. Labour Protection Act, Section 120 provides a mechanism: an employee who considers that the relocation materially affects their own or their family's ordinary way of life, and who does not wish to work at the new site, must notify the employer in writing within thirty days from the posting of the notice, or from the date of relocation where none was posted. The contract is then deemed to end on the relocation date, with entitlement to special severance of not less than the Labour Protection Act, Section 118 rate.

In summary

We began with a definition of dismissal reaching beyond being fired, moved to the difference between a dismissal that is lawful yet still carries severance and one that is unfair, then worked through severance under Labour Protection Act, Section 118, the six grounds in Section 119 and the requirement that the ground be stated at dismissal or lost, pay in lieu of notice under Labour Protection Act, Sections 17 and 17/1, special severance on relocation under Section 120 and on new machinery under Sections 121 and 122, retirement under Labour Protection Act, Section 118/1, fixed-term contracts outside the statutory exception, pressured resignations, annual holiday pay under Labour Protection Act, Section 67, the three-day rule in Section 70, interest under Section 9, damages under Act on Establishment of Labour Courts, Section 49, and the two routes and deadlines under Labour Protection Act, Sections 123 to 125.

Someone who understands this reads their own termination letter differently. They know which line matters, which sums are entitlements needing no argument and which require facts to support them, and they do not sign away rights on the assumption that a company with a reason owes nothing. What decides the matter is not whether the employer had a reason, but whether that reason is one the law accepts as a ground for not paying.



What to do next

- 1 Record the dates precisely: when the dismissal was communicated, when it took effect, when each payment arrived, and what is outstanding.
 - 2 Read the termination letter to see whether it states the facts constituting the ground, and where the dismissal was oral, note whether any ground was given at the time.
 - 3 Do not sign anything on the spot. Ask for time to read, and check which payments the document covers and whether it contains a waiver.
 - 4 If the workplace is relocating and you do not wish to move, check the thirty-day period in Labour Protection Act, Section 120 paragraph three, notify in writing, and keep proof of delivery.
 - 5 If a labour inspector's order has been issued, establish the date of knowledge first, because the thirty days in Labour Protection Act, Section 125 run from it.
 - 6 Gather the documents above in one place in date order, since getting the chronology straight usually clarifies half the issues on its own.
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Notes and references

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

Statutes cited

1	Labour Protection Act B.E. 2541 (1998), Section 118 paragraph two	Chapter 1 · note 1
2	Labour Protection Act B.E. 2541 (1998), Section 118 paragraph one	Chapter 4 · note 3
3	Labour Protection Act B.E. 2541 (1998), Section 119	Chapter 5 · note 4
4	Labour Protection Act B.E. 2541 (1998), Section 119 final paragraph	Chapter 6 · note 5
5	Labour Protection Act B.E. 2541 (1998), Section 17	Chapter 7 · note 10
6	Labour Protection Act B.E. 2541 (1998), Section 17/1	Chapter 7 · note 11
7	Civil and Commercial Code, Section 583	Chapter 7 · note 12
8	Labour Protection Act B.E. 2541 (1998), Section 120	Chapter 8 · note 13
9	Labour Protection Act B.E. 2541 (1998), Section 121	Chapter 9 · note 14
10	Labour Protection Act B.E. 2541 (1998), Section 122	Chapter 9 · note 15
11	Labour Protection Act B.E. 2541 (1998), Section 118/1	Chapter 10 · note 16
12	Labour Protection Act B.E. 2541 (1998), Section 118 paragraphs three and four	Chapter 11 · note 18
13	Labour Protection Act B.E. 2541 (1998), Section 67	Chapter 13 · note 24
14	Labour Protection Act B.E. 2541 (1998), Section 70 paragraph two	Chapter 13 · note 25
15	Labour Protection Act B.E. 2541 (1998), Section 9 paragraphs one and two	Chapter 13 · note 26

16	Act on Establishment of Labour Courts and Labour Court Procedure B.E. 2522 (1979), Section 49	Chapter 14 · note 27
17	Labour Protection Act B.E. 2541 (1998), Section 123 paragraph one	Chapter 15 · note 29
18	Labour Protection Act B.E. 2541 (1998), Section 125 paragraphs one and two	Chapter 15 · note 30
19	Civil and Commercial Code, Section 193/30	Chapter 15 · note 31

Supreme Court judgments cited

1	Supreme Court Judgment No. 2347/2543	Chapter 2 · note 2
2	Supreme Court Judgment No. 1538/2558	Chapter 6 · note 6
3	Supreme Court Judgment No. 1254/2546	Chapter 6 · note 7
4	Supreme Court Judgment No. 7047/2542	Chapter 6 · note 8
5	Supreme Court Judgment No. 1906/2556	Chapter 6 · note 9
6	Supreme Court Judgment No. 3114/2567	Chapter 10 · note 17
7	Supreme Court Judgment No. 4111/2564	Chapter 11 · note 19
8	Supreme Court Judgment No. 3116/2529	Chapter 12 · note 20
9	Supreme Court Judgment No. 1331/2525	Chapter 12 · note 21
10	Supreme Court Judgment No. 4048/2561	Chapter 12 · note 22
11	Supreme Court Judgment No. 2666/2556	Chapter 12 · note 23
12	Supreme Court Judgment No. 3738/2536	Chapter 14 · note 28

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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 original termination letter, with proof of delivery, plus a photographed copy.

- ☐ Every employment contract from the first onwards, including renewals, plus letters on promotion or salary adjustment.

- ☐ Payslips for at least the last six months and bank statements for the same period.

- ☐ The work rules or employee handbook, particularly on discipline, warnings, and retirement.

- ☐ Every written warning received, with its date, since the age of a warning and the matter it addressed bear on any reliance on Labour Protection Act, Section 119 (4).
 - ☐ Chat threads and emails in full for the period before and after the dismissal; keep whole threads, not selected parts.
 - ☐ A note written the same day recording who said what, when, and who was present, plus every document presented for signature.
-

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.

Phenhnung Thabthimthong

Co Founder and Managing Partner, DAP Solicitors & Resolution

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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