

SUTARA JARUNGRAUNGKIAT : SELLER'S RIGHTS IN THE INTERNATIONAL SALE OF GOODS CONTRACT UNDER THAI LAW. THESIS ADVISOR : LECT. CHAYANTI GREIGARN, THESIS COADVISOR : ASSO. PROF. ORABHUND PANUSPATTHNA, 160 pp. ISBN 974-334-320-2.

This thesis intended to focus on the seller's rights in the international sale of goods contract by studying the effect of contract when the sale contract occurred. The applicable Thai Law on this matter are the provisions of sale, obligation and contract under the Civil and Commercial Code. This thesis also intended to analyse and compare Thai Law with those of English and American as well as the United Nation Convention Contracts for the International Sale of Goods 1980 (CISG) in order to find the differences of the seller's rights, which may cause unclearness and unfairness to the parties of sale contract.

This thesis found that the provisions of foreign laws are applicable for both domestic and international sale of goods contract, and the provisions of CISG regarding the seller's rights are more proper than those of Thai Law, for example: provisions of seller's rights to enforce goods when the seller does not get the payment from the buyer by lien or stoppage of carriage or right to re-sale. In addition, the CISG recognizes the telegram and telex as evidence of the court. On the other hand, those of Thai Law are different and are not stipulate in the sale contract.

Therefore, Thailand should amend the provisions of sale contract under the Civil and Commercial Code by giving the definition of "International Sale" in order to make it clear for the parties, recognizing more means as evidence of the court including telegram and telex, and stipulating seller's right of lien, stoppage of carriage and right to re-sale.

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