

DOUNGDAUN THONGSUK : LEGAL ASPECTS ON DEMURRAGE UNDER VOYAGE
CHARTER PARTY. THESIS ADVISOR : LECTURER. CHAYANTI GREIGARN.
309 PP. ISBN 974-578-613-6

The objective of this thesis is to study the legal status and legal consequence of demurrage under Thai laws. Demurrage is money payable by the charterer to the shipowner once the laytime allowed for loading or discharging of cargo has expired in order to compensate the shipowner for such delay. Demurrage may be specified either in lumpsum, as a rate or as a method for calculation in the charterparty and or bill of lading. The disputes oftenly arise under a voyage charterparty are claim for demurrage, calculation of demurrage time and its exception, calculation of demurrage and dispute on delay in payment of demurrage. Demurrage and its legal status under common law is different from those under Latin law, for example, demurrage is considered as liquidated damages in England while it is considered as damages or supplementary freight in the United States of America.

It was found by this thesis that the legal status of demurrage under Thai laws is comparable to penalty pursuant to the Civil and Commercial Code of Thailand, and its legal consequence is considered as a breach of immaterial condition for which the shipowner cannot terminate the contract, but is entitled to claim for demurrage arising therefrom. If the payment of demurrage is delayed, the shipowner can claim for interest thereon. The period of prescription of a claim for demurrage is 10 years as specified in Section 164 of the Civil and Commercial Code.