

KEY WORD: MULTIMODAL TRANSPORTATION/LIABILITIES OF THE CARRIERS/THAI LAW
PAD THANESWONGSAKUL : SCOPE OF LIABILITIES OF THE CARRIERS TO
SHIPPER IN MULTIMODAL TRANSPORTATION UNDER THAI LAW.
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This research has the objective to study scope of liabilities of the carriers to shipper in multimodal transportation under Thai law viz. the considerations of liabilities of multimodal transport operator to shipper, liabilities of subcarriers to shipper and liabilities among carriers.

The findings are that scope of liabilities of the carriers to shipper under multimodal transport contract are governed by the Carriage of Goods by Sea Act, B.E. 2534 only on the part of sea transportation. The said Act does not apply to liabilities of carriers incurred before and after the sea transportation. Problems then arise whether which rule should govern liabilities incurred during such interval. The application of CCC regarding Carriage of Goods to such problems shall result in difference and discrimination of scope of liabilities of carriers to shipper as liabilities of carriers under the Carriage of Goods of CCC are absolute liabilities whilst the same under the said Act are presumption of responsibilities. Moreover, it also causes every carriers being liable to shipper as joint debtors. The recourse actions among carriers then shall have to be considered under the concept of joint debtors since it is deemed that every carrier shall be equally liable therefor unless otherwise provided. These cause innocent carrier bearing unnecessary liabilities. This thesis then proposes the following resolutions (1) it should be considered that the multimodal transport contract is not a contract under Book III of CCC and the principle of "Autonomy of the Will" should be strictly applied to by considering liabilities of carriers to shipper according to the agreements stated in the multimodal transport contract; (2) the Act should be amended by adding the provisions regarding multimodal transportation and expressly stipulating liabilities of carriers to shipper; and (3) there should have laws regarding international transportation by air and land under which each rule governing each mode should be expressly and correspondingly stipulated liabilities of carriers to shipper under the multimodal transport contract.