

ภาคผนวก ก

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ฉบับภาษาอังกฤษ : THE CONTRACT LAW, LAO PEOPLE'S DEMOCRATIC

REPUBLIC PEACE INDEPENDENCE DEMOCRACY UNITY PROSPERITY

National Assembly 10 July 1990

No.02/90



LAO PEOPLE'S DEMOCRATIC REPUBLIC

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**THE CONTRACT LAW**

**Part I**

**General Provisions**

**Chapter 1**

***General Principles***

**Article 1. Purpose and Function of Contracts**

A contract is an agreement between organisations, between organisations and individuals, or between individuals, which [agreement] causes civil rights and obligations to arise, to be modified, or to be terminated.

A contract has the purpose and function of establishing asset-based relationships between various economic sectors<sup>1</sup> and the multi-sectoral economy, [in order] to enhance organisational and individual responsibility towards obligations, [in order to] improve and expand asset-based relationships in people's daily lives and the commodity-currency relationship of the national economic foundation.

#### **Article 2. Parties to a Contract**

A contract may be established between:

- State or collective organisations;
- State or collective organisations with other legal entities or individuals; and
- Legal entities or individuals.

## **Chapter 2**

### Conditions and Contents of Contracts

#### **Article 3. Contracting Parties**

Contracting parties comprise obligors and obligees.<sup>2</sup>

An obligor is a party who is obligated to perform a specific task for the benefit of an obligee, such as handing over assets, performing a job, making a payment, and others<sup>3</sup>, or [refraining from the] performance of a specific action.

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<sup>1</sup> The term “sector” is used in many older Lao laws to refer to the cluster of government ministries or agencies engaged in a particular activity.

<sup>2</sup> The Lao language uses the terms “debtor” and “creditor” to describe obligors and obligees regardless of whether the obligation is a money debt. In this translation, the words “obligor” and “obligee” shall be used unless it is clear from the text that a more specific reference is required. In those cases, the translators have used the more specific English terms relating to the specific obligations intended and shall indicate this with footnotes.

An obligee is a party who has the right to demand that an obligor perform such obligations.

#### **Article 4. Types of Contracts**

A contract may be made by one, two, or multiple parties.<sup>4</sup>

A unilateral contract is one party's unilateral agreement that causes obligations to arise for that party without reciprocal performance, such as the handing over of assets.

A two-party or a multi-party contract is an agreement made between two or more parties which causes rights and obligations to arise between the contracting parties.

These civil contracts shall become economic contracts<sup>5</sup> if their subject matter is the undertaking of business.

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<sup>3</sup> The Lao equivalent of “and others” or “etc.” is commonly used to end off lists and series of words. Where no more specific translation is possible, the translators have maintained the literal translations.

<sup>4</sup> Although the Contract Law in this Article mainly contemplates contracts among more than two parties, the rest of the law is drafted as if contracts are between two parties only. This stylistic convention is not intended to detract from the substance of this Article.

<sup>5</sup> Another common translation of this term is “commercial contracts”. Although the term is not used again in this law, the designation of a contract as commercial or economic may have consequences under other laws, such as whether disputes can be brought before specific tribunals or judicial bodies.

## Article 5. Conditions of Contracts

Proper contracts shall fulfill the following conditions:

- The contracting parties [must have made the contract] voluntarily;
- The contracting parties must have the capacity to act;
- The purpose of the contract<sup>6</sup> must be precise, exist and be legal;
- The basis for the contract<sup>7</sup> must be legal; [and]
- The form of the contract must comply with the provisions of the laws.

## Article 6. Voluntary Act of Contracting Parties

When contracting parties have assented to contract with one another, they shall be deemed to have [made the contract] voluntarily.

[The parties] shall not be deemed to have made the contract voluntarily if either party enters into a contract out of mistake, fraud, threats, or violence, or [if the contract] is not beneficial to one of the parties.

If the purpose [set out in] the contract is not consistent with what the parties [actually] agreed upon, such contract shall be deemed to have been made by mistake.

If one of the contracting parties has used trickery to mislead the other party into assenting to make a contract, the contract shall be deemed to have been made by fraud.

A contract shall be deemed to have been made under threat or violence when either contracting party assents to enter a contract due to fear of such acts endangering that party, [his]<sup>8</sup> family, property, or [his] relatives.

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<sup>6</sup> The “purpose” of a contract refers to the “objective” of such contract or the underlying transaction. For example, a non-existent “purpose” might refer to a lease agreement where the property does not actually exist.

<sup>7</sup> The term “basis” is used in the sense of “motive” or “reason”. For example, an illegal “basis” for entering a lease agreement (of an existing property) might be to evade taxes.

A contract shall be deemed to be not beneficial to one party when the benefits arising from that contract are unequal as between the contracting parties.

#### **Article 7. Capacity to Act**

The capacity to act is the capacity to act on one's own causing one's civil rights and obligations to arise.

A person shall be deemed to have the capacity to act provided that such person is at least eighteen years or older and is not mentally incompetent.

A person who has not yet reached the age of eighteen years old, but is legally married, shall be deemed to have the capacity to act.

An organisation shall be deemed to have the capacity to act provided that the organisation is acknowledged as having the status of a legal entity.

#### **Article 8. Purpose of Contracts**

The purpose of a contract is the objective that the contracting parties wish to achieve.

Such purpose must be clear, [must] exist, and [must be] legal, or [must be a purpose] that does not [adversely] affect public order<sup>9</sup> and that is capable of being implemented.

#### **Article 9. Basis for the Contract**

The basis for a contract is that which motivates the parties to enter into the contract and to exercise their rights and perform their obligations.

The basis for a contract must exist and be legal.

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<sup>8</sup> The reader should note that the Lao language does not distinguish between genders in pronouns. In this translation, a reference to a gender is a reference to all genders, unless the context requires otherwise. The translators' decision to use the male gender was made in the interests of simplicity and consistency.

<sup>9</sup> The literal translation of this term is "social order".

### **Article 10. Form of Contracts**

A contract must be made<sup>10</sup> in writing. A contract may be made orally if the value of the contract is five thousand kip or less, except for contracts in which an asset is borrowed for use.

A written contract must have a date and the signatures of the contracting parties. A contract may be either [written by] hand or typewritten, and make take [any one of] the following three forms:

- Contracts made in the presence of a government notary, or a village chief together with three witnesses;
- Contracts made among the contracting parties themselves and certified by a government notary or a village chief;
- Contracts made among only the parties themselves.

Contracts between State or collective organisations, and contracts between organisations and individuals must be made in writing.

### **Article 11. Contents of Contracts**

The contents of the contracts are the agreed matters which are necessary [to be expressed in order to] enable the contracting parties to exercise their rights and perform their obligations toward one another.

Such agreed matters may comprise:

- The objective, price, period for performance, [method of] settlement, [and details of] delivery;
- The scope, quantity and quality of contractual obligations;
- The place for performance of contractual obligations and the duty to notify<sup>11</sup>;

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<sup>10</sup> The terms “made”, “concluded” and “entered into” are used interchangeably to mean a “contract that has come into effect”. The translators have translated the literal terms used.

<sup>11</sup> The term “duty to notify” is the unqualified, literal translation. Readers may wish to refer to Article 22 for an example of notifications under contracts.

- The consequences arising from the breach of contractual obligations, [and the] forum for resolving disputes;
- The conditions for modification and termination of contracts before their [natural] expiration.

The objective, price, and period for performance are necessary components of all types of contracts.

### **Article 12. Offer and Acceptance of Contracts**

In an oral contract, where the offeror does not stipulate a period for acceptance, when the offeree receives the offer, the offeree may accept the offer at any time and place, and at that time and place, the contract shall be deemed to have been entered into.

In a written contract where the offeror has not stipulated a period for acceptance, the offeree must respond to the offeror within thirty days from the day the offer is received.

If the offeror stipulates a period for acceptance, the contract shall be deemed to have been entered into on the date that the acceptance reaches the offeror within the stipulated period of time, and the offeror does not have the right to withdraw [the offer].

If the acceptance is made within the stipulated period, but the acceptance reaches the hands of the offeror later than thirty days, in the event that the offeror [subsequently] accepts [the acceptance], that contract shall be deemed to have entered into.<sup>12</sup>

If the acceptance includes an addendum, deletions, or alterations, which are [subsequently] accepted by the offeror, the contract shall be deemed to have been entered into.

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<sup>12</sup> In Article 12, paragraph 4, the phrase “later than thirty days” does not specify the starting point from which such “thirty days” is counted nor does it specify whether the period referred to in this paragraph is a period set by an offeror or, possibly, the period of thirty days stipulated by this law for offers that do not stipulate a period. If one interprets the paragraph to mean “thirty days after the expiry of the stipulated period”, then Article 12 does not appear to address the situation where acceptance reaches the offeror within thirty days after expiration of the stipulated period for acceptance.

### **Chapter 3**

#### **Null Contracts**

##### **Article 13. Null Contracts**

A contract that is made [and] is inconsistent with the conditions provided in Article 5 of this law shall be deemed null.

A contract may be absolutely null or relatively null, in whole or in part.

##### **Article 14. Relatively Null and Absolutely Null Contracts**

1. A contract that is relatively null is a null contract that relates to the rights and interests of individuals only.

A contract that is relatively null is:

- a contract made under fraud or threats, or which is not beneficial to one party;
- a contract made by a person without the capacity to act;
- a contract made by an individual who is unconscious of [his acts];
- a contract made in bad faith by a representative [of a contracting party];
- a contract made by necessity in especially critical situations.

If a relatively null contract is agreed to or approved by the party whose rights and interests are [disadvantaged by any of the above situations], the contract shall be deemed to be valid.

2. An absolutely null contract is a null contract relating to the common rights and interests of the State or society.

An absolutely null contract is:

- A contract made that conflicts with State or public interests;
- A contract made by a legal entity that conflicts with the articles of association of such legal entity;

- A contract made in concealment;<sup>13</sup> [or]
- A contract made that violates the [legal requirements] as to the form of contracts.<sup>14</sup>

The contracting parties have no right whatsoever to agree upon or to approve an absolutely null contract.

#### **Article 15. Contracts Null in Whole or in Part**

In the event that the reason causing nullity is related to all parts of a contract, that contract shall be deemed to be wholly null and invalid.

If the reason causing nullity is related to any part of a contract, only that specific part of the contract shall be deemed null, while the remaining parts shall remain valid.

#### **Article 16. Invocation of Nullity**

A null contract may be nullified.<sup>15</sup>

If either contracting party knows that a concluded contract is null, that party must immediately notify the other party in order to invoke the nullity of such contract.

In the event that the other contracting party does not agree to nullify the contract, the notifying party shall apply to the court for nullification of the contract.

Parents or guardians of minors or those who are mentally incompetent have the right to request the nullification of [null] contracts.

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<sup>13</sup> This term refers to the civil law “counter letter” or “secret act” where the parties agree secretly to arrangements that contradict the apparent state of affairs, for example, where parties purportedly agree to transfer assets from one to the other but then secretly execute a second “contract” to transfer back the property.

<sup>14</sup> See Article 10.

<sup>15</sup> Common law lawyers may wish to note that the term “null” as used in this Chapter does not connote “automatically of no effect” in all cases, hence this is a somewhat awkward sentence. As ought to be clear from the context, the nullity must be invoked by specified persons in the specified manner in order to nullify the contract and thereby trigger the effected described in Article 17.

Minors [or] those who are mentally incompetent have the right, within a period of three years after having reached their majority or after regaining the capacity to act, to invoke the nullity of contracts that they have made [while they were minors or in a state of mental incompetence]<sup>16</sup>.

For relatively null contracts, only the contracting parties may invoke such nullity. For absolutely null contracts, all those who have related interests have the right to invoke such nullity.

#### **Article 17. Consequences of Null Contracts**

When a contract has been acknowledged as null:

1. The assets applied by each contracting party [towards the performance of the contract] shall be returned to such party, in the following cases: a contract was made [and is] inconsistent with legal principles, a contract of a legal entity was made in conflict with the purpose or objectives of the activities of such legal entity, a contract was made by a minor, a contract was made by a person who is mentally incompetent, a contract was made by a person who is unconscious [of his acts] or a contract was made which is not beneficial to one party.
2. The applied assets must be returned to the damaged party in the case where the contract was made by fraud or threats. The applied assets of the other party shall be confiscated by the State.
3. In the case where a contract is made which conflicts with the interests of the State or society, all applied assets shall be confiscated in their entirety.

### **Chapter 4**

#### **Contract Performance**

#### **Article 18. Principles of Contract Performance**

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<sup>16</sup> For readability, the structure of this sentence has been modified.

Contracting parties must perform a concluded contract in good faith and completely within the period [for performance] and at the location specified by the contract or by the laws.

Contracting parties are forbidden to refuse performance of contractual obligations or to unilaterally alter the contents of a contract, except where allowed by the laws. Obligees have the right to reject incomplete performance of contractual obligations, unless otherwise stipulated by the contract or by the laws.

#### **Article 19.Period for the Performance of Contractual Obligations**

Contractual obligations must be performed within the stipulated period [for performance] and in accordance with the terms of the contract or the laws.

If the period for performance of contractual obligations is not provided for, the obligee has the right to demand performance and the obligor has the right to render performance at any time. In the event that the obligee demands performance, the obligor is obligated to perform such contractual obligations within fifteen days from the day the obligee makes the demand.

The obligor may perform its obligations before the period [for performance] if such performance does not conflict with the contract or with the laws and the obligee agrees.

#### **Article 20.Location of Performance of Contractual Obligations**

Contractual obligations shall be performed at a location determined by the contract or by the laws. If such location is not so determined, contractual obligations shall be performed at the following locations:

1. The obligation to hand over a constructed building shall be performed at the construction site;
2. Financial obligations shall be performed at the address of the obligee at the time such obligations arise, with the only exception [being] financial obligations of State organisations, collectives, and social organisations.

If the obligee has moved to another address during the performance of obligations and has notified the obligor, the obligation shall then be performed at the obligee's new address, while all the expenses for the performance of such obligations shall be the burden of the obligee;

3. Other contractual obligations shall be performed at the obligor's address at the time that the contractual obligations arise. If the obligor is a legal entity, performance shall be at the offices of that legal entity.

#### **Article 21. Settlements**

For settlements, the obligee [who has the right to receive settlement]<sup>17</sup> must issue a receipt on its own or in accordance with the obligor's request. This receipt must be made immediately or, at the latest, within two weeks after contractual obligations have been performed. [Legal] settlement shall [only be deemed to take place] after the receipt has been issued.

The receipt holder shall be considered to have received the money in the amount stipulated in the receipt, unless otherwise provided in the contract.

Settlements may be made in cash, transfer money<sup>18</sup>, checks, in kind or labour as agreed to by the obligee.

In the case of settlement by check, the date of settlement is the date the obligee receives the check. In settlements by transfer money, the date of settlement shall be deemed the date the obligee receives a credit notice [that such payment has been credited to the obligee's account]. For settlements made by mail, the settlement date shall be the date the obligor transfers money or assets by post.

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<sup>17</sup> This reference is to the party or "creditor" who has the right to receive settlement, i.e., the obligee in respect of that right. Such obligee may well be the obligor in respect of other contractual obligations that accrue to the benefit of the other party.

<sup>18</sup> This appears to be a reference to electronic and wire transfers.

**Article 22. Notification of Difficulties in Contract Performance**

When difficulties arise in the performance of a contract, [and] despite having made its best efforts a contracting party cannot perform its contractual obligations in the regular manner, it must inform the other party of the cause of such difficulties within an appropriate time prior to the expiry of the period for performance.

Notification of such difficulties shall not constitute cause to release the obligor from its responsibilities. After such difficulties have ended, the obligor shall still have to perform its contractual obligations.

**Article 23. Enforceability of Contracts on Other Individuals**

An obligee has the right to transfer its rights to other individuals ([each] referred to as a new obligee) to demand assets from the relevant obligor.

The obligee must transfer documents relating to such demands for debts to the new obligee and must be liable to [him] if the transferred right does not exist.

In the event that an obligee dies, a successor to an inheritance has the right to demand assets from the relevant obligor.

An obligor also has the right to transfer [his] obligations to others ([each] referred to as a new obligor) to perform in [his] place, but the obligee must first agree [to such transfer]. In the event that an obligor dies, a successor to an inheritance shall perform the obligation in [his] place.

**Chapter 5****Measures to Ensure Contract Performance****Article 24. Ensuring Contract Performance**

In ensuring reasonable contract performance, in order to meet the demands of obligees or to compensate for damages, which may arise subsequent to non-performance of a contract or unreasonable contract performance, the law allows the application of various measures, such as pledges, guarantees, and penalties.

**Article 25. Pledge**

A pledge is an agreement between contracting parties whereby one party (called the pledgor) deposits assets with another party (called the pledgee) to secure the repayment of debts, and the pledgor has the right to redeem [such assets] according to the time provided for in the loan contract.

If the pledgor does not redeem those assets according to the agreed time period, the pledged assets shall become the property of the pledgee. In the event that those pledged assets have a higher value than the debt, the pledgee may [keep the assets, subject to the obligation to pay back such difference in value,] or sell the assets. After deducting principal and interest, the balance of the money must be returned to the pledgor.<sup>19</sup>

If the amount of money from the sale of the pledged assets is insufficient to compensate the pledgee, the pledgee has the right to demand the shortfall from the pledgor.

#### **Article 26. Forms of Pledge and Assets that can be Pledged**

A pledge must be made in writing and may be made at the same time or after the loan contract. The pledge contract may be made in the loan contract or separately.

Pledged assets must belong to the pledgor. The person [delivering possession of the pledged asset] may be the pledgor himself or another individual.

#### **Article 27. Rights and Obligations of Pledgees and Pledgors**

In the event that pledged assets generate any benefit<sup>20</sup>, such benefit shall be the property of the pledgor. If the pledgee wishes to keep such benefit, he must settle payment [with the pledgor].<sup>21</sup>

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<sup>19</sup> For readability, the structure of this paragraph has been modified.

<sup>20</sup> This term would include progeny of pledged livestock or fruits from pledged trees.

<sup>21</sup> This is a literal translation. One example would be where the pledgee keeps the physical/tangible benefit generated by the pledged asset and pays the pledgor its value.

The pledgee has the obligation to protect, but does not have the right to make use of, such assets during the period of the pledge, except in cases provided by the contract.

If pledged assets are destroyed or damaged due to the fault of the pledgee, [the pledgee] must be liable, except if such [loss or damage] occurred as a result of an accident or by force majeure.

In the event that the pledgee incurs expenses in protecting the pledged assets, [the pledgee] has the right to demand reimbursement of such expenses.

The pledgor has the right to redeem the pledged assets at the agreed upon time.

If the pledgor dies before the time scheduled for redemption of pledged assets, [his] successor has the right to redeem such pledged assets.

#### **Article 28. Priority of Debt Repayment**

Any obligee holding pledged assets shall have priority for debt repayment before other obligees who do not hold pledged assets.

Pledged assets are to be sold and [the proceeds therefrom] are to be applied first to fully repay the debt to the obligee who holds the pledged assets. The balance is to be applied to repay debts to other obligees.

#### **Article 29. Guarantee by Assets**

A guarantee by assets is a security whereby the obligor does not deposit assets with an obligee, but instead only deposits documents of title relating to such assets with the obligee.

#### **Article 30. Guarantee by an Individual or Legal Entity**

A guarantee by an individual or legal entity is a security whereby such individual or legal entity agrees to guarantee debt repayment in the place of an obligor when an obligor does not perform according to a loan contract.

In guaranteeing debt repayment of an obligor, a guarantor may guarantee all or part of the debt. Upon expiration of the period stipulated in the contract, the obligee must first demand repayment from the obligor. If the obligor does not repay the debt, the obligee may then demand such [debt] from the guarantor.

The guarantor must repay the debt on behalf of the obligor, fully or partially, as agreed to in the contract.<sup>22</sup>

In the repayment of a debt, a guarantor is only obligated to pay the principal; interest and others fees are to be borne by the obligor, unless otherwise agreed to in the contract.

In the event that an obligor is only able to partially repay a debt, the guarantor must repay the remaining balance. A guarantor who has paid a debt on behalf of the obligor becomes the obligee to that obligor, and has the right to demand repayment of the principal [he or she] has already paid, including interest.

The guarantor has the right to protect the obligor whom [he or she] has guaranteed. The obligor and the guarantor are obligated to inform one another regarding their [respective] debt repayments.

#### **Article 31. Penalties**

A penalty is a measure applied against those who do not perform their contracts or who have rendered incomplete performance or untimely performance.

Penalties are to be applied according to specific regulations of relevant sectors or as agreed between the contracting parties agree in the case where that there are no specific regulations.

### **Chapter 6**

#### **Modification, Termination, and Expiration of Contracts**

#### **Article 32. Modification or Termination of Contracts**

A contract can be modified or terminated if the contracting parties agree to [such modification or termination].

If there is a breach of contract, the disadvantaged party may modify or terminate the contract unilaterally.

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<sup>22</sup> The original text does not specify whether “the contract” refers to the guarantee contract or the loan contract.

Modification or termination of a written contract must be made in writing.

When a contract is terminated, all [reciprocal] obligations performed [by both parties as of such date] shall be considered as completed. If one party has already performed its obligations, the party with reciprocal obligations must make performance. [Reciprocal] obligations [which neither party has] yet performed are terminated.

### **Article 33.Expiration of a Contract**

A contract shall expire in the following cases:

- The contract is correctly and fully performed;
- Contracting parties have merged into one;
- Contracting parties agree;<sup>23</sup>
- The contract cannot be performed;
- Any of the contracting parties has died and no third person can continue performance; [or]
- A contracting party that is a legal entity has been dissolved or becomes bankrupt.

In the event that any legal entity is dissolved or becomes bankrupt, the party contracting with that legal entity has the right to demand expenses and [compensation for] damages from the person responsible for the assets of the dissolved or bankrupt legal entity.

## **Chapter 7**

### **Dispute Settlement**

#### **Article 34.Methods of Dispute Settlement**

In the performance of a contract, contracting parties may not be able to agree on certain matters. When a contracting party finds that it is disadvantaged by a contract,

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<sup>23</sup> The translators believe that this may be a reference to the parties' agreed "expiration date" of the contract as set out in the contract, but there is insufficient textual evidence to depart from a literal translation.

such as when the contract is null, [or] there is non-performance or incomplete performance, that party has the right to request the other party to remedy the problem. If the party so requested does not agree, the requesting party has the right to lodge a claim with the courts for settlement of the dispute. If such dispute is an economic dispute between organisations, or between organisations, economic units and foreign parties, the organisation [responsible for] economic arbitration shall settle such disputes.

### **Article 35. Limitation Period**

The limitation period for [bringing a claim under] a construction contract is ten years and three years for other contracts, such as loan and asset rental contracts.

The limitation period shall commence from the expiration of the term of the contract.<sup>24</sup>

The limitation period shall be tolled if:

- An accident or force majeure prevents the filing of a claim;
- The plaintiff or the defendant is attached to the armed forces and is sent to the front lines or is engaged in war.

After the period of tolling has ended, the limitation period shall resume.

The limitation period shall stop when there are definite acts of the litigants or the contracting parties [that] acknowledge the debt. In this case, the limitation period shall start all over again.

### **Article 36. Effect of a Breach of Contract**

A breach of contract means non-performance of contractual obligations, in whole or in part, or unreasonable performance of obligations by either contracting party, such as low quality performance of obligations, untimely performance, [or] performance not according to locations as specified by the contract.

If either contracting party breaches a contract, that party must be liable to compensate [the other party] for damages which arise, except if the contract breach

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<sup>24</sup> See Article 33 and footnote 23 relating to expiry when “parties agree”.

occurred as a result of a an accident or force majeure such as lightning strikes, floods, earthquakes, etc.

## **Part II**

### **Types of Contracts**

#### **Chapter 1**

#### **Sale-Purchase and Exchange Contracts**

##### **Article 37. Sale-Purchase Contracts**

A sale-purchase contract is an agreement between contracting parties whereby the seller must transfer assets to the ownership of the buyer, and the buyer must accept such assets and must pay an agreed price.

A seller may sell any asset that [he or she] owns.

In making a [sale-purchase] contract, the seller must inform the buyer regarding any other person's rights to the assets sold, such as whether such assets have been rented to [another person]. Failure to do so shall give the buyer the right to request termination of the contract and demand compensation for damages or a reduction of the sale price. If the assets sold to the buyer are confiscated by the decision of a court or of the organisation responsible for economic arbitration, the seller must compensate the buyer for damages.

When ownership rights pass to the buyer prior to the delivery of the assets, the seller still has the obligation to protect such assets from loss or damage until the buyer takes delivery.

The buyer becomes the owner of assets that [he or she] has purchased from the time that the buyer pays money to the seller and the seller delivers the assets to the buyer, or from the time that the buyer has paid money, whether or not the seller has transferred such assets, or from the time that the seller has transferred such assets, whether or not the buyer has paid money to the seller.

The buyer has the obligation to pay for and take delivery of assets sold as stipulated in the contract.

**Article 38. Quality of Assets Sold**

The quality of assets sold must conform to the contents of the contract. If the assets sold are not of the quality provided for in the contract, the seller must be liable for such assets.

In the event that the buyer knows that such assets are of poor quality, the buyer has the right to request an exchange of the assets sold for the same kind of assets which are of the [expected] quality or to request a price reduction or to terminate the contract while also demanding compensation for damages.

The buyer has the obligation to inspect the assets being purchased and must inform the seller urgently in the event that deficiencies are discovered in the assets being purchased. Otherwise, the buyer must be responsible for such deficiencies [himself].

**Article 39. Credit Sales of Goods**

In the sale-purchase of goods, the seller may sell such [goods] on credit. The buyer acquires ownership rights to goods sold on credit from the day the seller transfers such goods [to the buyer], unless the laws or the contract provide otherwise.

If such goods<sup>25</sup> must be registered, the buyer's ownership rights shall arise from the date of registration.

The sale of goods on credit must be performed in conformity with prices agreed to on the date of sale. Any subsequent change to the price of goods sold on credit shall not change the agreed upon price.

**Article 40. Purchase of Illegally Acquired Assets**

Where any individual buys assets in good faith at the then reasonable market price, and makes use of assets openly, continuously, and peacefully, the owner of the assets shall only be able to seek return of those assets when [he or she] compensates the

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<sup>25</sup> The Lao word in the original text is “asset”, but that term appears to be inconsistent with the context.

buyer at the buyer's purchase price, but [he or she] shall have the right to subsequently sue the seller.

In the event that a buyer purchases assets in bad faith, the owner has the right to seek the return of those assets without any compensation to the buyer. The buyer may demand reimbursement of the purchase price of such assets from the seller, but [he or she] shall not have the right to file a claim in court.

#### **Article 41. Delivery of Goods or Assets Sold**

A seller shall deliver goods or assets sold to the address of the buyer or to any other location as agreed.

A buyer has the obligation to accept the goods or assets delivered to [him]. Payment for transportation costs shall be subject to agreement between the contracting parties.

If a seller fails to deliver the goods or assets sold at the agreed upon time, the buyer may reject [delivery of] such goods or assets.

In the case where a buyer has paid delivery costs, the buyer may require the seller to pay interest according to the laws and according to the days of delay.

If a seller delivers goods or assets sold that are incomplete as to quantity, incomplete as a set<sup>26</sup>, [or] lacking in quality as agreed to [between buyer and seller], the buyer may refuse to accept and refuse to pay for such goods. If the buyer has already paid for the goods, the seller shall have to return the money and may have to compensate the buyer for damages.

#### **Article 42. Exchange Contract**

An exchange contract is an agreement between contracting parties whereby a party gives assets to another party and that party gives other assets in return.

An exchange contract shall be performed in accordance with the regulations governing sale-purchase contracts.

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<sup>26</sup> The term "incomplete" as used here would refer to goods or assets that, for example, are not assembled.

## Chapter 2

### Consignment Contracts

#### Article 43. Consignment Contracts

A consignment contract is an agreement between contracting parties for the sale-purchase of assets which the seller has the right to purchase back within three years at the same price at which [he or she] sold such assets.

Upon the expiration of the three year period, the seller has the right to extend the term of the consignment, in the case where [such right to extend] was previously agreed upon while making the contract, but not to exceed one year.

At the expiration of the term, if the seller does not repurchase the assets, the buyer shall become the absolute owner of such assets.

#### Article 44. Effect of a Consignment Contract

If the consignment assets yield any benefit, the buyer who has already paid for them in their entirety shall be the owner of such benefit.<sup>27</sup> In the event that a buyer has not yet made full payment on such assets, the buyer may keep such benefit provided that [he or she] has paid interest to the seller based on the outstanding amount.<sup>28</sup>

#### Article 45. Protection of Assets on Consignment

A buyer must protect assets on consignment. A seller must reimburse a buyer for expenses that [he or she] incurs in protecting such assets. In the case where such expenses are minimal, they shall be borne by the buyer [himself]. A buyer may make use of such consigned assets.

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<sup>27</sup> See footnote 21 regarding Article 27.

<sup>28</sup> The term "outstanding amount presumably refers to the "outstanding amount of purchase price" but it is not stated in the original text nor is it stated how "interest" might be determined.

If a seller repurchases the assets within [the stipulated] period of time, the buyer must return those assets in their original condition.

### Chapter 3

#### Loan Contracts and Asset Borrowings

##### Article 46. Loan Contracts

A loan contract is an agreement between contracting parties whereby the lender must transfer money or assets to become the property<sup>29</sup> of the borrower and the borrower must return the borrowed funds or assets in the same quantity and quality as that which was borrowed to the lender at the agreed time as stipulated in the contract.

If a time is not stipulated in the contract, performance shall be in accordance with the lender's offer, as provided for in Article 19 of this law.

A loan contract may specify the purpose for which the money or assets so loaned are used and the borrower must use such money or assets as stipulated in the contract.

Loans of money or assets may bear interest provided that such [interest obligation] is stipulated in a contract.

Interest on bank loans must conform to regulations of the lending bank.

When borrowing money from [persons] other than banks, computation of interest can exceed [the interest charged on] bank [loans], but by no more than three percent annually.<sup>30</sup>

In lending money, it is prohibited to include interest in the principal and interest cannot exceed principal.<sup>31</sup>

When repayment is due as stipulated in the contract, if a lender refuses to accept money or assets from the borrower, there shall be no further calculation of interest.

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<sup>29</sup> The Lao term is literally “property” or “ownership”, even though the context of this Article is a lending.

<sup>30</sup> For readability, the structure of this sentence has been modified.

<sup>31</sup> It would appear that, technically, compounded interest is prohibited.

For loans from abroad, the interest calculation shall be based on the agreement between the contracting parties.

#### **Article 47. Spousal Liability for Debts**

A married couple [jointly] or either of them [individually] must be liable for loans of money or assets in the following cases:

- The husband and the wife have together borrowed money or assets;
- The husband or the wife alone borrows money or assets for family use; [or]
- The husband or the wife alone borrows money or assets for his personal interest.

In the event that the [other spouse] pays [such] debt, [she or he] has the right to reimbursement upon division of matrimonial property.

#### **Article 48. Contracts for the Borrowing of Assets for Use**

A contract to borrow assets for use is an agreement between contracting parties whereby the lender has handed over assets to the borrower to use free-of-charge and the borrower must return them to their owner in their original condition at the agreed time.

In the event that the borrowed assets suffer loss or damage while being borrowed, the borrower must be liable, unless otherwise agreed in the contract.

If [a borrower] is unable to return the borrowed items to the owner, the borrower may compensate the owner with money or other assets as the lender may agree and at the then market price.

## **Chapter 4**

### **Contract for Rental of Assets**

#### **Article 49. Contract for Rental of Assets**

A contract for the rental of assets is an agreement between contracting parties whereby the lessor hands over assets that belong to [him] to the lessee for temporary use and the lessee must pay rental at the agreed upon price and time.

A contract for the rental of assets may be made for an indefinite period. In this case, the lessor or the lessee has the right to terminate the contract at any time, but must notify the other contracting party three months in advance for immovable property, such as houses and buildings, and one month [in advance] for the lease of movable property, such as cars, boats, and animals.

Before transferring such rental assets, the lessor must notify the lessee of any defects or special characteristics of such assets.

In the event that the lessor fails to give notice regarding such defects or special characteristics, if loss or damage occurs from such [failure], the lessee shall not be liable [for such loss or damage].

#### **Article 50. Payment of Rental for Assets**

In the rental of assets, the lessee may pay rental on a daily, weekly, monthly, [or] annual basis or in advance. In the event that a lessee pays in advance, but the contract is terminated before its term, the lessor must return the remaining rental from any advance payment [to the lessee] and [the lessor] has the right to claim compensation from the lessee [if such lessee] has breached the contract.

In the event that a lessor breaches the [rental] contract, the lessee has the right to demand the return of the balance of the advance payment and compensation for damages from the lessor.

#### **Article 51. Use and Repair of Rental Assets**

The lessee must use assets rented in conformity with the contract and [normal] usage, manage and maintain them in reasonable condition, and return such assets to the lessor in their original condition after expiration of the contract. The lessee must be responsible for loss or damage arising from his wrongdoing.

During the use of rental assets, there may be repairs, which shall be borne by the lessor or the lessee.

Minor repairs, such as repairing keys, tarring [leakage repair], repair of tires, shall be borne by the lessee.

Major repairs, such as re-roofing and engine overhauls, shall be borne by the lessor.

#### **Article 52. Change of Ownership of Rental Assets**

In the event that the lessor transfers or sells rental assets to other persons, the rental contract shall remain effective for the new owner, but the lessor must first inform the new owner that the assets are being used by another person.

### **Chapter 5**

#### **Bailment**

#### **Article 53. Bailment**

A bailment contract is an agreement between contracting parties whereby the bailor deposits assets with the bailee to protect and maintain [such assets] and the bailee must return those assets in their original condition upon demand.

A bailment may incur a fee or be free of charge, depending on the contracting parties' agreement or specific regulations.

In the event that a bailment has a time limit, the bailee does not have the right to return the bailed assets before the end of the term, except in necessary cases, whereas the bailor may demand return of the bailed assets before expiration of the term. Payments for bailments shall be calculated according to the actual duration of the bailment, unless otherwise stipulated in the contract.

If a bailment has no time limit, the bailor may demand the return of the bailed assets at any time and the bailee has the right to demand that the bailor take back his bailed assets at any reasonable time.

#### **Article 54. Obligations of a Bailee**

The bailee has the obligation to protect the bailed assets from any loss, damage, or deterioration, and to return the bailed assets to the bailor in their original condition.

The bailee does not have the right to make use of or transfer such assets into the care of other persons to protect the bailed assets on his behalf, unless authorised by the owner of such assets. If the bailed assets yield any benefit, the benefit shall belong to the bailor.

If the bailed assets suffer loss, damage or deterioration, the bailee must immediately notify the bailor.

The bailee must be liable for such loss[, damage or deterioration], unless such loss[, damage or deterioration] arose due to an accident or force majeure.

#### **Article 55. Obligations of a Bailor**

The bailor has the obligation to notify the bailee regarding defects or special characteristics of the bailed assets, [and] upon such [notification], the contracting parties are to jointly inspect the actual condition of the bailed assets.

If the bailor does not notify the bailee regarding the special characteristic of the bailed assets and [such failure] causes damage to the bailee or to the bailed assets, the bailor must be liable for damages that arise.

The bailor must accept [a return of] the bailed assets at the scheduled time and pay for the bailment if the parties have so agreed.

If the contracting parties agree to pay bailment fees from the date of signing the bailment contract, any delay in the handover of bailed assets shall be the responsibility of the bailor. Additionally, the bailor shall be liable for delays in accepting the return of the bailed assets.

When the bailee incurs expenses in protecting the bailed assets, the bailor must reimburse such expenses.

In the event that the bailed assets are of a fungible nature and are perishable and the bailor does not take back such assets on schedule, the bailee has the right to sell such assets and deduct bailment fees while any remaining amounts must be returned to the bailor.

## **Chapter 6**

### **Contract of Mandate**

#### **Article 56. Contract of Mandate**

A contract of mandate is an agreement between contracting parties whereby the mandatary must perform an act on behalf of and at the expense of a mandator. The mandator has the obligation to pay compensation to the mandatary if specified in the contract or in the laws.

The mandatary shall perform the acts according to the mandate only if he is provided with a power of attorney [to do so], except for performing any acts of minor importance.

A mandate to a mandatary is made in writing and must not exceed three years. If the term of the mandate is not specified in the mandate, the mandate shall be effective for a period of one year from the date of making the power of attorney.

Parents or guardians of minors, a husband or a wife, may act on behalf of one another without a power of attorney.

#### **Article 57. Obligations of Mandataries**

The mandatary has the obligation to execute the mandate by [himself] according to the mandator's instructions in good faith and in the same manner as if such were [his] own task. If the mandatary cannot perform [the mandate] by [himself] due to an accident or force majeure, [he] has the right to transfer the mandate to another person to perform the mandate in [his] place, but must notify the mandator immediately regarding that person's personality and competence to seek approval from the mandator for such

[transfer of mandate]. Otherwise, the mandatary shall be liable for any loss arising to the mandator due to that person's acts. The mandatary also has the obligation to immediately report and hand over to the mandator any assets, money, or documents acquired from the performance of the mandate.

In the event that the mandatary causes damage to the mandator in the performance of matters which have been assigned to [him], [he] is liable to compensate the mandator for damages.

#### **Article 58.Obligations of Mandators**

The mandator must ensure [the availability] of materials which are necessary to the mandatary's performance of the work, must acknowledge<sup>32</sup> the work performed by the mandatary within the scope of [his] mandate, must compensate the mandatary in the event that such [compensation] is stipulated in the contract and must acknowledge the mandatary's expenses incurred in the performance of the mandate. The mandator has the right to refuse any work implemented by the mandatary that does not conform to [his] instructions or which are beyond the scope of the mandate.

If the mandator refuses to acknowledge the work that the mandatary has performed in accordance with the mandate, as well as incurred expenses, the mandator is liable to compensate the mandatary for all damages.

### **Chapter 7**

#### **Service Contracts**

#### **Article 59.Service Contracts**

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<sup>32</sup> The term “acknowledge” appears to be used in the sense of “adopt” or “ratify” the acts of one’s mandatory.

A service contract is an agreement between contracting parties whereby the service provider must serve, do, or create some thing according to the requirements of the service user who must pay for the services at the agreed upon price.

The service provider is obligated to hand over items that [he or she] has made or completed to the service user on schedule and must ensure quality.

In the event that the service provider makes or creates something that is of low quality, the service user may refuse such services. [In this case,] the service provider does not have the right to demand service fees and must compensate the service user for the cost of materials and equipment if such materials or equipment were supplied by the service user.

The service user is obligated to accept the service provider's completed [work or materials] and also pay service fees.<sup>33</sup>

If the service user supplied poor quality materials and equipment and the service provider has notified the service user of the defects in such materials and equipment, the service user shall be liable and shall pay for the service. In the event that a service user needs to change the service provider, [he or she] must pay the former service provider for the fully or partially completed [work or materials].

## Chapter 8

### Construction Contracts

#### Article 60. Construction Contracts

A construction contract is an agreement between contracting parties whereby a contractor must build a definite item<sup>34</sup> according to the project<sup>35</sup> of the project owner with

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<sup>33</sup> Although not stated explicitly, this paragraph appears to refer to the case where the service provider's work or materials meet the specifications.

<sup>34</sup> The term "definite" is used here to indicate that the project owner has defined specifications for the item.

<sup>35</sup> This is a literal translation. The meaning appears to be "project plans".

materials and equipment provided by the project owner or by [himself]. The project owner must accept and pay for built items [that meet the specifications].

The contractor has the right to propose to the project owner that [he or she] is not capable of performing according to the project owner's instructions or not able to use [the project owner's] materials, equipment or means that are sub-standard.

If the project owner does not resolve [such matters] within an appropriate time, the contractor has the right to request termination of the contract and to demand compensation for damages.

In the event that materials, equipment or means belong to the project owner, the contractor must make proper use of [them]. If such use is improper, [the contractor] is liable. Additionally, the contractor is obligated to give an accounting of his use of such materials and equipment and must return remaining materials and equipment to the project owner.

The project owner has the right to inspect constructed items. If the items are not constructed [at all] or are not constructed according to the specifications in the contract, which causes the constructed item to be of sub-standard quality or [non-functional], the project owner has the right to demand remedy or repair within an appropriate period or to demand [compensation for] damages if the expenses of such repair involved [his] materials, equipment or means. In special cases, the project owner may request the termination of the contract and demand compensation for damages.

Materials, equipment or means supplied by the project owner must be of [reasonable] quality, meet [reasonable] standards and be [delivered] on schedule.

#### **Article 61. Quality Assurance for Constructed Items**

The contractor must ensure that constructed items meet [all standards and requirements] according to construction regulations.

If, after the project owner accepts constructed items, there are still defects in their construction, the project owner has the right to demand that the contractor repair such [defects] without any [additional] repair costs [to the project owner] if the [warranty] period has not yet expired.

## **Chapter 9**

### **Transportation Contracts**

#### **Article 62. Transportation Contracts**

A transportation contract is an agreement between contracting parties whereby a party is a carrier liable for transporting passengers, cargo, or goods to a destination or according to the other party's requirements.

Transportation may take place by surface, by water, or by air, and must be performed according to specific regulations.

The carrier has the obligation to safely transport passengers, to deliver assigned cargo or goods to their destination and to hand them over to recipients who have the right to receive such cargo or goods. Passenger and transport fees may be paid in advance or afterwards, as agreed.

If an accident occurs, the carrier must be liable for travellers who die or are injured, for damaged cargo or goods damaged during transportation, unless caused by an accident or force majeure.

## **Chapter 10**

### **Partnership Contracts**

#### **Article 63. Partnership Contracts**

A partnership contract is an agreement between two or more persons whereby they agree to contribute their money or assets for investment to conduct business and for profit-sharing.

Partners may make any agreement in conformity with the regulations relating to partnership enterprises.

#### **Article 64. Duration of a Partnership Enterprise**

A partnership enterprise shall terminate as follows:

1. When the partnership contract expires;

2. In the event that the partnership contract does not specify a term, the partnership enterprise shall terminate when:
- The capital of the partnership becomes less than the [amount] specified by the laws;
  - The partnership enterprise cannot continue its operations;
  - A partner dies without successors to inheritance to continue business operations.

**Article 65. Settlements**

When a partnership enterprise terminates, if there is no separate agreement in the contract, the distribution of profits or losses shall be in accordance with each person's partnership share.

Vientiane, dated 10 July 1990

President of People's Supreme Court

ฉบับภาษาลาว: กฎหมายว่าด้วยข้อผูกพันในสัญญาของสาธารณรัฐประชาธิปไตย  
ประชาชนลาว ฉบับเลขที่ 02/90



ສາທາລະນະລັດ ປະຊາທິປະໄຕ ປະຊາຊົນລາວ  
ສັນຕິພາບ ເອກະລາດ ປະຊາທິປະໄຕ ເອກະພາບ ສັງຄົມນິຍົມ

ສະພາປະຊາຊົນສູງສຸດ

ເລກທີ 02/90/ສປສ

ກົດໝາຍ  
ວ່າດ້ວຍ ຂໍ້ຜູກພັນໃນສັນຍາ  
ພາກທີ I  
ວ່າດ້ວຍບົດບັນຍັດທົ່ວໄປ  
ຫມວດທີ 1  
ຫລັກການລວມ

### ມາດຕາ 1. ພາລະຫນ້າທີ່ຂອງສັນຍາ

ສັນຍາແມ່ນການຕົກລົງລະຫວ່າງອົງການຈັດຕັ້ງດ້ວຍກັນ, ອົງການຈັດຕັ້ງກັບບຸກຄົນ ຫລື ບຸກຄົນດ້ວຍກັນ ຊຶ່ງພາໃຫ້ສິດແລະພັນທະທາງແພ່ງເກີດຂຶ້ນ, ປ່ຽນແປງ ຫລື ສິ້ນສຸດລົງ.

ສັນຍາມີພາລະຫນ້າທີ່ສ້າງສາຍພົວພັນທາງດ້ານຊັບສິ່ງຂອງລະຫວ່າງຂະແໜງການ ແລະພາກສ່ວນເສດຖະກິດຕ່າງໆ, ຍົກສູງຄວາມຮັບຜິດຊອບຂອງອົງການຈັດຕັ້ງແລະບຸກຄົນຕໍ່ຂໍ້ ຜູກພັນເພື່ອປັບປຸງແລະເສີມຂະຫຍາຍສາຍພົວພັນທາງດ້ານຊັບສິ່ງຂອງໃນຊີວິດການເປັນຢູ່ປະ ຈຳວັນຂອງປະຊາຊົນ ແລະການພົວພັນສິນຄ້າ-ເງິນຕາ ໃນພື້ນຖານເສດຖະກິດແຫ່ງຊາດ.

**ມາດຕາ 2. ພາກສ່ວນທີ່ເຂົ້າຮ່ວມໃນສັນຍາ**

ສັນຍາອາດຈະເຮັດຂຶ້ນລະຫວ່າງອົງການຈັດຕັ້ງຂອງລັດຫລືລວມຫມູ່ດ້ວຍກັນ;ອົງການຈັດຕັ້ງຂອງລັດຫລືລວມຫມູ່ກັບນິຕິບຸກຄົນອື່ນຫລືບຸກຄົນ;ນິຕິບຸກຄົນຫລືບຸກຄົນດ້ວຍກັນ.

**ຫມວດທີ 2**

**ເງື່ອນໄຂ ແລະ ເນື້ອໃນຂອງສັນຍາ**

**ມາດຕາ 3. ຄູ່ສັນຍາ**

ຄູ່ສັນຍາປະກອບດ້ວຍລູກຫນີ້ ແລະ ເຈົ້າຫນີ້.

ລູກຫນີ້ແມ່ນຜູ້ທີ່ມີພັນທະເຮັດສິ່ງໃດສິ່ງໜຶ່ງທີ່ແມ່ນອນເພື່ອຜົນປະໂຫຍດຂອງເຈົ້າຫນີ້ເຊັ່ນ: ມອບຊັບສິ່ງຂອງ,ປະຕິບັດວຽກງານ,ຈ່າຍເງິນ ແລະ ອື່ນໆ ຫລື ບໍ່ເຮັດສິ່ງໃດສິ່ງໜຶ່ງທີ່ແມ່ນອນ. ເຈົ້າຫນີ້ ແມ່ນຜູ້ທີ່ມີສິດທວງໃຫ້ລູກຫນີ້ປະຕິບັດພັນທະດັ່ງກ່າວ.

**ມາດຕາ 4. ປະເພດສັນຍາ**

ສັນຍາອາດຈະເຮັດຂຶ້ນໂດຍຝ່າຍດຽວ, ສອງຝ່າຍຫລືຫລາຍຝ່າຍກໍໄດ້.

ສັນຍາຝ່າຍດຽວແມ່ນການຕົກລົງຂອງຝ່າຍໜຶ່ງຝ່າຍດຽວທີ່ພາໃຫ້ເກີດພັນທະແກ່ຕົນໂດຍບໍ່ມີການຕອບແທນ ເຊັ່ນການມອບຊັບ.

ສັນຍາສອງຝ່າຍຫລືຫລາຍຝ່າຍແມ່ນການຕົກລົງຂອງສອງຝ່າຍຫລືຫລາຍຝ່າຍທີ່ພາໃຫ້ເກີດສິດ ແລະ ພັນທະລະຫວ່າງຄູ່ສັນຍາດ້ວຍກັນ.

ສັນຍາທາງແພ່ງນີ້ຈະກາຍເປັນສັນຍາເສດຖະກິດຖ້າວ່າເປົ້າຫມາຍຂອງມັນຫາກແມ່ນການເຄື່ອນໄຫວທຸລະກິດ.

**ມາດຕາ 5. ເງື່ອນໄຂຂອງສັນຍາ.**

ສັນຍາທີ່ຖືກຕ້ອງປະກອບດ້ວຍເງື່ອນໄຂດັ່ງນີ້:

- ຄວາມສະໝັກໃຈຂອງຄູ່ສັນຍາ;
- ຄວາມສາມາດທາງດ້ານການປະພຶດຂອງຄູ່ສັນຍາ;
- ວັດຖຸປະສົງຂອງສັນຍາຕ້ອງຊັດເຈນ, ມີຈິງ ແລະ ຖືກຕ້ອງຕາມກົດຫມາຍ;
- ເຫດຜົນຂອງສັນຍາຕ້ອງຖືກຕ້ອງຕາມກົດຫມາຍ;
- ຮູບການຂອງສັນຍາຕ້ອງສອດຄ່ອງກັບການກຳນົດຂອງກົດຫມາຍ.

**ມາດຕາ 6. ຄວາມສະໝັກໃຈຂອງຄູ່ສັນຍາ.**

ໃນເມື່ອຄູ່ສັນຍາຫາກມີຄວາມສົມຍອມເຮັດສັນຍານຳກັນແລ້ວກໍຈະຖືວ່າເປັນຄວາມສະໝັກໃຈ.

ຈະບໍ່ຖືວ່າເປັນຄວາມສະໝັກໃຈໃນກໍລະນີທີ່ຄູ່ສັນຍາຝ່າຍໃດຝ່າຍໜຶ່ງນັ້ນຫາກເຮັດສັນຍາຂຶ້ນດ້ວຍຄວາມຫລົງຜິດ, ຕົວະຍົວະຫລອກລວງ, ບັງຄັບນາບຊູ່ ຫລື ໃຊ້ຄວາມຮຸນແຮງ ຫລື ເຮັດຂຶ້ນໂດຍຝ່າຍໜຶ່ງໄດ້ຮັບຄວາມອັບປະໂຫຍດ.

ຖ້າວ່າເປົ້າຫມາຍຂອງສັນຍາຫາກບໍ່ຖືກຕ້ອງຕາມທີ່ຄູ່ສັນຍາໄດ້ຕົກລົງກັນແລ້ວກໍຈະຖືວ່າສັນຍານັ້ນເຮັດຂຶ້ນດ້ວຍຄວາມຫລົງຜິດ.

ໃນເມື່ອຄູ່ສັນຍາຝ່າຍໜຶ່ງຫາກໄດ້ໃຊ້ກົນອຸປາຍຊຶ່ງພາໃຫ້ອີກຝ່າຍໜຶ່ງຫລົງເຊື່ອ ແລະມີ ຄວາມສົມຍອມເຮັດສັນຍານັ້ນ ກໍຈະຖືວ່າສັນຍາເຮັດຂຶ້ນດ້ວຍການຕົວະຍົວະຫລອກລວງ.

ຈະຖືວ່າເປັນສັນຍາທີ່ເຮັດຂຶ້ນດ້ວຍການບັງຄັບນາບຊູ່ ຫລື ໃຊ້ຄວາມຮຸນແຮງ ເມື່ອຄູ່ສັນຍາຝ່າຍໃດຝ່າຍໜຶ່ງຫາກສົມຍອມເຮັດສັນຍາຍ້ອນຄວາມຍ້ານກົວຕໍ່ການກະທຳດັ່ງກ່າວ ຊຶ່ງເປັນອັນຕະລາຍແກ່ຕົນເອງ, ຄອບຄົວ, ຊັບສົມບັດ ຫລື ຍາດພົ້ນອງຂອງຕົນ.

ຈະຖືວ່າເປັນສັນຍາທີ່ເຮັດຂຶ້ນໂດຍຝ່າຍໜຶ່ງໄດ້ຮັບຄວາມອັບປະໂຫຍດເມື່ອຜົນປະໂຫຍດ ທີ່ເກີດຈາກສັນຍານັ້ນ ຫາກບໍ່ສະເໝີກັນລະຫວ່າງຄູ່ສັນຍາ.

**ມາດຕາ 7. ຄວາມສາມາດທາງດ້ານການປະພຶດ**

ຄວາມສາມາດທາງດ້ານການປະພຶດແມ່ນຄວາມສາມາດດ້ວຍການກະທຳຂອງຕົນເອງທີ່ພາໃຫ້ເກີດສິດ ແລະພັນທະທາງແພ່ງແກ່ຕົນ.

ບຸກຄົນໃດບຸກຄົນໜຶ່ງຈະຖືວ່າເປັນຜູ້ມີຄວາມສາມາດທາງດ້ານການປະພຶດໄດ້ກໍຕໍ່ເມື່ອບຸກຄົນຜູ້ນັ້ນຫາກມີອາຍຸແຕ່ ສິບແປດປີ ຂຶ້ນໄປ ແລະ ບໍ່ເປັນຄົນເສັງຈິດ.

ບຸກຄົນທີ່ມີອາຍຸຍັງບໍ່ທັນເຖິງສິບແປດປີຫາກໄດ້ແຕ່ງຕ້ອງຕາມກົດຫມາຍແລ້ວກໍຈະຖືວ່າເປັນຜູ້ມີຄວາມສາມາດທາງດ້ານການປະພຶດ.

ອົງການຈັດຕັ້ງໃດໜຶ່ງຈະຖືວ່າມີຄວາມສາມາດທາງດ້ານການປະພຶດໄດ້ກໍຕໍ່ເມື່ອອົງການຈັດຕັ້ງນັ້ນ ຫາກຖືກຮັບຮອງເອົາວ່າ ມີຖານະເປັນນິຕິບຸກຄົນ.

**ມາດຕາ 8. ວັດຖຸປະສົງຂອງສັນຍາ**

ວັດຖຸປະສົງຂອງສັນຍາ ແມ່ນເປົ້າຫມາຍທີ່ຄູ່ສັນຍາຕ້ອງການໃຫ້ມີຂຶ້ນ.

ວັດຖຸປະສົງຕ້ອງໃຫ້ຊັດເຈນ, ມີຈິງ, ຖືກຕ້ອງຕາມກົດຫມາຍ ຫລື ບໍ່ແຕະຕ້ອງເຖິງຄວາມເປັນລະບຽບຮ້ອຍຂອງສັງຄົມ ແລະ ສາມາດປະຕິບັດໄດ້.

**ມາດຕາ 9. ເຫດຜົນຂອງສັນຍາ**

ເຫດຜົນຂອງສັນຍາແມ່ນສິ່ງຊຸກຍູ້ໃຫ້ເຮັດສັນຍາແລະໃຫ້ຄູ່ສັນຍານັ້ນໄດ້ປະຕິບັດສິດແລະພັນທະຂອງຕົນ.

ເຫດຜົນຂອງສັນຍາ ຕ້ອງໃຫ້ມີຈິງ ແລະ ຖືກຕ້ອງຕາມກົດໝາຍ.

**ມາດຕາ 10. ຮູບການຂອງສັນຍາ**

ສັນຍາຕ້ອງເຮັດເປັນລາຍລັກອັກສອນ.ສັນຍາອາດຈະເຮັດທາງປາກເປົ່າກໍໄດ້ໃນກໍລະນີທີ່ສັນຍາທາກມີມູນຄ່າແຕ່ ຫ້າພັນກີບ ລົງມາເວັ້ນເສັ້ງແຕ່ສັນຍາຢືມຊັບສິ່ງຂອງໄປໃຊ້.

ສັນຍາທີ່ເຮັດເປັນລາຍລັກອັກສອນນັ້ນຕ້ອງລົງວັນທີ ແລະມີລາຍເຊັນຂອງຄູ່ສັນຍາ. ສັນຍາອາດຈະຂຽນດ້ວຍມື ຫລື ພິມດີດກໍໄດ້ ຊຶ່ງສະແດງອອກໃນ ສາມຮູບການດັ່ງນີ້:

ສັນຍາທີ່ເຮັດຊ້ອງຫນ້າພະນັກງານທະບຽນສານແຫ່ງລັດຫລືນາຍບ້ານພ້ອມດ້ວຍພະຍານສາມຄົນ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍຄູ່ສັນຍາເອງແລະຍັງຍືນໂດຍພະນັກງານທະບຽນສານແຫ່ງລັດຫລື ນາຍບ້ານ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍຄູ່ສັນຍາດ້ວຍກັນເທົ່ານັ້ນ;

ສັນຍາລະຫວ່າງອົງການຈັດຕັ້ງຂອງລັດຫລືລວມຫມູ່ດ້ວຍກັນ,ສັນຍາລະຫວ່າງອົງການຈັດຕັ້ງກັບບຸກຄົນຕ້ອງເຮັດເປັນລາຍລັກອັກສອນ.

**ມາດຕາ 11. ເນື້ອໃນຂອງສັນຍາ**

ເນື້ອໃນຂອງສັນຍາແມ່ນຄຳຕົກລົງທີ່ຈຳເປັນຊຶ່ງພາໃຫ້ຄູ່ສັນຍາໄດ້ປະຕິບັດສິດແລະພັນທະຕໍ່ກັນ.

ຄຳຕົກລົງນັ້ນອາດຈະປະກອບດ້ວຍ:ເປົ້າຫມາຍ,ລາຄາ, ກຳນົດເວລາປະຕິບັດ, ການຊຳລະສະສາງ, ການນຳສິ່ງ;

ຂອບເຂດ,ປະລິມານແລະຄຸນນະພາບຂອງຂໍ້ຜູກພັນ;

ສະຖານທີ່ຂອງການປະຕິບັດຂໍ້ຜູກພັນແລະພັນທະໃນການແຈ້ງໃຫ້ແກ່ກັນຊາບ;

ຜົນສະທ້ອນຂອງການລະເມີດຂໍ້ຜູກພັນ, ອົງການທີ່ຈະເປັນຜູ້ແກ້ໄຂຂໍ້ຂັດແຍ່ງ;

ເງື່ອນໄຂຂອງການປ່ຽນແປງ ແລະ ການສິ້ນສຸດສັນຍາກ່ອນກຳນົດ.

ເປົ້າຫມາຍ, ລາຄາ, ກຳນົດເວລາປະຕິບັດ ແມ່ນເນື້ອໃນອັນຈຳເປັນສຳລັບສັນຍາທຸກປະເພດ.

**ມາດຕາ 12. ການສະເໜີ ແລະ ການຮັບຕອບສັນຍາ**

ໃນສັນຍາທາງບາກເປົ່າທີ່ຝ່າຍສະເໜີບໍ່ໄດ້ກຳນົດເວລາໃຫ້ຕອບຮັບນັ້ນເມື່ອຝ່າຍຖືກສະເໜີໄດ້ຮັບຄຳສະເໜີເວລາໃດ, ຢູ່ບ່ອນໃດກໍສາມາດຕອບຮັບເວລານັ້ນ, ຢູ່ບ່ອນນັ້ນໄດ້ ແລະກໍໃຫ້ ຖືວ່າສັນຍານັ້ນ ໄດ້ມີການຕົກລົງກັນ ນັບແຕ່ເວລານັ້ນເປັນຕົ້ນໄປ.

ໃນສັນຍາເປັນລາຍລັກອັກສອນທີ່ຝ່າຍສະເໜີບໍ່ໄດ້ກຳນົດເວລາໃຫ້ຕອບຮັບນັ້ນຝ່າຍທີ່ໄດ້ຮັບຄຳສະເໜີຕ້ອງສົ່ງຄຳຕອບເຖິງຝ່າຍສະເໜີພາຍໃນກຳນົດສາມສິບວັນນັບແຕ່ມື້ທີ່ໄດ້ຮັບຄຳສະເໜີເປັນຕົ້ນໄປ.

ຖ້າວ່າຝ່າຍສະເໜີຫາກໄດ້ວາງກຳນົດເວລາໃຫ້ຕອບຮັບແລ້ວສັນຍາກໍຈະຖືວ່າໄດ້ມີການຕົກລົງກັນນັບແຕ່ເວລາທີ່ຄຳຕອບຮັບນັ້ນໄດ້ມາເຖິງພຝ່າຍສະເໜີພາຍໃນກຳນົດເວລາດັ່ງກ່າວແລະ ຝ່າຍສະເໜີກໍບໍ່ມີສິດຖອນຕົວໄດ້.

ຖ້າວ່າຄຳຕອບຮັບນັ້ນຫາກເຮັດຂຶ້ນພາຍໃນກຳນົດເວລາທີ່ສະເໜີແຕ່ຄຳຕອບຮັບຜັດໄດ້ມາ ເຖິງມີຝ່າຍສະເໜີຊຳກວ່າສາມສິບວັນໃນກໍລະນີທີ່ຝ່າຍສະເໜີຫາກຮັບເອົາກໍໃຫ້ຖືວ່າສັນຍານັ້ນໄດ້ມີການຕົກລົງກັນ.

ຖ້າວ່າຄຳຕອບຮັບນັ້ນຫາກມີຂໍ້ຄວາມເພີ່ມເຕີມ, ຕັດອອກຫລືປ່ຽນແປງເມື່ອຜູ້ສະເໜີເບື້ອງຕົ້ນຫາກຕອບຮັບເຫັນດີນຳ ກໍໃຫ້ຖືວ່າສັນຍານັ້ນ ໄດ້ມີການຕົກລົງກັນ.

**ຫມວດທີ 3  
ສັນຍາເປັນໂມຄະ**

**ມາດຕາ 13. ສັນຍາທີ່ເປັນໂມຄະ**

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍບໍ່ຖືກຕ້ອງຕາມເງື່ອນໄຂດັ່ງໄດ້ບົ່ງໄວ້ໃນມາດຕາ 5 ຂອງກົດໝາຍສະບັບນີ້ຈະຖືວ່າເປັນໂມຄະ.

ສັນຍາອາດຈະເປັນໂມຄະບໍ່ເດັດຂາດ ຫລື ເດັດຂາດ, ເປັນໂມຄະທັງໝົດ ຫລື ບາງສ່ວນ.

**ມາດຕາ 14. ສັນຍາທີ່ເປັນໂມຄະບໍ່ເດັດຂາດ ແລະ ເດັດຂາດ**

1. ສັນຍາທີ່ເປັນໂມຄະບໍ່ເດັດຂາດແມ່ນສັນຍາເປັນໂມຄະຊຶ່ງພົວພັນເຖິງສິດແລະຜົນປະໂຫຍດຂອງບຸກຄົນເທົ່ານັ້ນ.

ສັນຍາເປັນໂມຄະບໍ່ເດັດຂາດມີຄື:

ສັນຍາທີ່ເຮັດຂຶ້ນດ້ວຍການຕົວະຍິວະຫລອກລວງຫລືບັງຄັບນາບຊູ່ ຫລືເຮັດຂຶ້ນໂດຍຝ່າຍໜຶ່ງໄດ້ຮັບຄວາມອັບປະໂຫຍດ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍຜູ້ທີ່ບໍ່ມີຄວາມສາມາດທາງດ້ານການປະພຶດ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍບຸກຄົນທີ່ຂາດສະຕິສຳນຶກ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍເຈດຕະນາບໍ່ດີຂອງຜູ້ຕາງໜ້າ;

ສັນຍາທີ່ເຮັດຂຶ້ນດ້ວຍຄວາມຈຳເປັນໃນສະພາບການທີ່ໜັກໜ່ວງ ເປັນພິເສດ.

ຖ້າວ່າສັນຍາທີ່ເປັນໂມຄະບໍ່ເດັດຂາດນັ້ນ ຫາກມີການເຫັນດີ ຫລື ຮັບຮອງເອົາຈາກຝ່າຍທີ່ເສັງສິດ ແລະ ຜົນປະໂຫຍດແລ້ວ ກໍຈະຖືວ່າເປັນສັນຍາທີ່ໃຊ້ໄດ້.

2. ສັນຍາທີ່ເປັນໂມຄະເດັດຂາດ ແມ່ນສັນຍາເປັນໂມຄະ ຊຶ່ງພົວພັນເຖິງສິດ ແລະ ຜົນປະໂຫຍດລວມຂອງລັດ ຫລື ຂອງສັງຄົມ.

ສັນຍາທີ່ເປັນໂມຄະເດັດຂາດມີຄື:

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍຂັດກັບຜົນປະໂຫຍດຂອງລັດ ຫລື ຂອງສັງຄົມ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍນິຕິບຸກຄົນຊຶ່ງຂັດກັບກົດລະບຽບກ່ຽວກັບການຈັດຕັ້ງແລະການເຄື່ອນໄຫວຂອງຕົນ;

ສັນຍາທີ່ເຮັດຂຶ້ນໂດຍການເຊື່ອງອຳ;

ສັນຍາທີ່ເຮັດຂຶ້ນດ້ວຍການລະເມີດຮູບການຂອງສັນຍາ.

ຄູ່ສັນຍາບໍ່ມີສິດຕິກລິງ ແລະຮັບຮອງເອົາສັນຍາທີ່ເປັນໂມຄະເດັດຂາດນັ້ນໄດ້ແຕ່ຢ່າງໃດ.

**ມາດຕາ 15. ສັນຍາທີ່ເປັນໂມຄະທັງຫມົດ ຫລື ບາງສ່ວນ**

ໃນກໍລະນີທີ່ສາເຫດພາໃຫ້ເປັນໂມຄະທາກພົວພັນກັບທຸກພາກສ່ວນຂອງສັນຍາກໍຈະຖືວ່າສັນຍານັ້ນເປັນໂມຄະທັງຫມົດ ແລະຈະໃຊ້ບໍ່ໄດ້.

ຖ້າວ່າສາເຫດທີ່ພາໃຫ້ເປັນໂມຄະທາກພົວພັນກັບພາກສ່ວນໃດພາກສ່ວນໜຶ່ງຂອງສັນຍາກໍຈະຖືວ່າສັນຍານັ້ນເປັນໂມຄະສະເພາະແຕ່ພາກສ່ວນທີ່ກ່ຽວຂ້ອງສ່ວນທີ່ເຫລືອນັ້ນກໍຍັງໃຊ້ໄດ້ຢູ່.

**ມາດຕາ 16. ການຂໍລົບລ້າງສັນຍາທີ່ເປັນໂມຄະ**

ສັນຍາທີ່ເປັນໂມຄະ ອາດຈະຂໍລົບລ້າງໄດ້.

ຖ້າວ່າຄູ່ສັນຍາຝ່າຍໃດຫາກໄດ້ຮູ້ວ່າສັນຍາທີ່ເຮັດຂຶ້ນນັ້ນເປັນໂມຄະແລ້ວຕ້ອງແຈ້ງໃຫ້ຄູ່ສັນຍາຂອງຕົນຊາບໃນທັນໃດ ເພື່ອທຳການລົບລ້າງສັນຍາດັ່ງກ່າວ.

ໃນກໍລະນີທີ່ຄູ່ສັນຍາຝ່າຍນັ້ນຫາກບໍ່ເຫັນດີລົບລ້າງສັນຍານັ້ນແລ້ວກໍໃຫ້ຝ່າຍທີ່ແຈ້ງນັ້ນຍື່ນຄຳຮ້ອງຕໍ່ສານ ເພື່ອໃຫ້ລົບລ້າງສັນຍາ.

ພໍ່ແມ່ຫລືຜູ້ປົກຄອງຂອງເດັກທີ່ຍັງບໍ່ທັນເຖິງກະສຽນອາຍຸ,ຄົນເສຍຈິດກໍມີສິດຂໍລົບລ້າງສັນຍາດັ່ງກ່າວ.

ເດັກທີ່ຍັງບໍ່ທັນເຖິງກະສຽນອາຍຸ,ຄົນເສຍຈິດມີສິດຂໍລົບລ້າງສັນຍາທີ່ຕົນໄດ້ເຮັດຂຶ້ນນັ້ນພາຍໃນກຳນົດສາມປີພາຍຫລັງທີ່ໄດ້ເຖິງກະສຽນອາຍຸຫລືພາຍຫລັງທີ່ຕົນໄດ້ກັບຄືນມາເປັນຜູ້ທີ່ມີຄວາມສາມາດທາງດ້ານການປະພຶດແລ້ວ.

ສຳລັບສັນຍາທີ່ເປັນໂມຄະບໍ່ເດັດຂາດນັ້ນມີແຕ່ຄູ່ສັນຍາເທົ່ານັ້ນທີ່ຈະຂໍລົບລ້າງໄດ້.ສ່ວນສັນຍາທີ່ເປັນໂມຄະເດັດຂາດນັ້ນ ທຸກຄົນທີ່ມີຜົນປະໂຫຍດກ່ຽວຂ້ອງ ກໍມີສິດຂໍລົບລ້າງໄດ້.

**ມາດຕາ 17. ຜົນສະທ້ອນຂອງສັນຍາທີ່ເປັນໂມຄະ**

ໃນເມື່ອຮັບຮູ້ວ່າສັນຍາເປັນໂມຄະແລ້ວ

1.ໃຫ້ສິ່ງຊັບສິ່ງຂອງທີ່ໄດ້ປະຕິບັດຕໍ່ກັນແລ້ວນັ້ນຄືນແກ່ຄູ່ສັນຍາທັງສອງຝ່າຍໃນກໍລະນີທີ່ສັນຍາຫາກໄດ້ເຮັດຂຶ້ນໂດຍບໍ່ສອດຄ່ອງກັບຫລັກການຂອງກົດໝາຍ, ສັນຍາຂອງນິຕິບຸກຄົນຫາກໄດ້ເຮັດຂຶ້ນໂດຍຂັດກັບຈຸດປະສົງ ຫລືເບົ້າໝາຍການເຄື່ອນໄຫວຂອງຕົນ, ສັນຍາທີ່ໄດ້ເຮັດຂຶ້ນໂດຍເດັກທີ່ຍັງບໍ່ທັນເຖິງກະສຽນອາຍຸ,ສັນຍາທີ່ໄດ້ເຮັດຂຶ້ນໂດຍຄົນເສຍຈິດ, ສັນຍາທີ່ໄດ້ເຮັດຂຶ້ນໂດຍບຸກຄົນທີ່ຂາດສະຕິສຳນຶກ,ສັນຍາທີ່ໄດ້ເຮັດຂຶ້ນໂດຍຝ່າຍໜຶ່ງໄດ້ຮັບຄວາມອັບປະໂຫຍດ;

2.ໃຫ້ສິ່ງຊັບສິ່ງຂອງທີ່ໄດ້ປະຕິບັດແລ້ວນັ້ນຄືນແກ່ຝ່າຍທີ່ໄດ້ຮັບຄວາມເສັຽຫາຍໃນກໍລະນີທີ່ສັນຍາຫາກໄດ້ເຮັດຂຶ້ນດ້ວຍການຕົວະຍົວະຫລອກລວງຫລືບັງຄັບນາບຊູ່.ສ່ວນຊັບສິ່ງຂອງທີ່ໄດ້ປະຕິບັດຈາກອີກຝ່າຍໜຶ່ງນັ້ນໃຫ້ຮັບເປັນຂອງລັດ;

3.ໃນກໍລະນີທີ່ສັນຍາຫາກໄດ້ເຮັດຂຶ້ນໂດຍຂັດກັບຜົນປະໂຫຍດຂອງລັດຫລືຂອງສັງຄົມນັ້ນ ກໍໃຫ້ຮັບຊັບສິ່ງຂອງທີ່ໄດ້ປະຕິບັດແລ້ວທັງໝົດເປັນຂອງລັດ.

**ຫມວດທີ 4  
ການປະຕິບັດສັນຍາ**

**ມາດຕາ 18. ຫລັກການຂອງການປະຕິບັດສັນຍາ**

ຄູ່ສັນຍາຕ້ອງປະຕິບັດສັນຍາທີ່ເຊັນກັນແລ້ວນັ້ນດ້ວຍຄວາມຈິງໃຈແລະຄົບຖ້ວນຕາມກຳນົດເວລາແລະໃນສະຖານທີ່ຊຶ່ງໄດ້ບົ່ງໄວ້ໃນສັນຍາ ຫລືກົດໝາຍ.

ຫ້າມຄູ່ສັນຍາປະຕິເສດການປະຕິບັດຂໍ້ຜູກພັນແລະປ່ຽນແປງເງື່ອນໄຂຂອງສັນຍາແຕ່ຝ່າຍດຽວເວັ້ນເສັຽແຕ່ກໍລະນີທີ່ກົດໝາຍຫາກໄດ້ອະນຸຍາດໃຫ້. ເຈົ້າໜີ້ມີສິດບໍ່ຮັບເອົາການປະຕິບັດຂໍ້ຜູກພັນທີ່ບໍ່ຄົບຖ້ວນກໍໄດ້ ຖ້າວ່າສັນຍາ ຫລື ກົດໝາຍຫາກບໍ່ໄດ້ບົ່ງໄວ້ຢ່າງອື່ນ.

**ມາດຕາ 19. ກຳນົດເວລາຂອງການປະຕິບັດຂໍ້ຜູກພັນ**

ຂໍ້ຜູກພັນຕ້ອງໄດ້ປະຕິບັດຕາມກຳນົດເວລາທີ່ໄດ້ບົ່ງໄວ້ແລະໃຫ້ສອດຄ່ອງກັບຂໍ້ກຳນົດຂອງສັນຍາ ຫລື ກົດໝາຍ.

ຖ້າວ່າກຳນົດເວລາຂອງການປະຕິບັດຂໍ້ຜູກພັນນັ້ນຫາກບໍ່ໄດ້ບົ່ງໄວ້ເຈົ້າໜີ້ມີສິດທວງໃຫ້ປະຕິບັດແລະລູກໜີ້ກໍມີສິດປະຕິບັດໄດ້ທຸກເວລາ. ໃນກໍລະນີທີ່ເຈົ້າໜີ້ຫາກໄດ້ທວງໃຫ້ປະຕິບັດນັ້ນ ລູກໜີ້ມີພັນທະປະຕິບັດຂໍ້ຜູກພັນດັ່ງກ່າວ ພາຍໃນກຳນົດເວລາ ສືບຫ້າວັນ ນັບແຕ່ມື້ທີ່ເຈົ້າໜີ້ໄດ້ທວງໃຫ້ປະຕິບັດເປັນຕົ້ນໄປ.

ລູກໜີ້ອາດຈະປະຕິບັດຂໍ້ຜູກພັນກ່ອນກຳນົດເວລາກໍໄດ້ຖ້າວ່າການປະຕິບັດນັ້ນຫາກບໍ່ຂັດກັບສັນຍາ ຫລື ກົດໝາຍແລະເຈົ້າໜີ້ກໍເຫັນດີນຳ.

**ມາດຕາ 20. ສະຖານທີ່ປະຕິບັດຂໍ້ຜູກພັນ**

ຂໍ້ຜູກພັນຈະປະຕິບັດຢູ່ສະຖານທີ່ ຊຶ່ງສັນຍາ ຫລື ກົດໝາຍໄດ້ກຳນົດໄວ້. ຖ້າວ່າສະຖານທີ່ປະຕິບັດຫາກບໍ່ໄດ້ກຳນົດໄວ້ ກໍໃຫ້ປະຕິບັດຂໍ້ຜູກພັນຢູ່ສະຖານທີ່ດັ່ງນີ້:

- 1. ຂໍ້ຜູກພັນໃນການມອບອາຄານກໍສ້າງໃຫ້ປະຕິບັດຢູ່ສະຖານທີ່ການກໍສ້າງນັ້ນ;
- 2. ຂໍ້ຜູກພັນທາງດ້ານການເງິນໃຫ້ປະຕິບັດຢູ່ບ່ອນຢູ່ຂອງເຈົ້າໜີ້ໃນເວລາຂໍ້ຜູກພັນນັ້ນເກີດຂຶ້ນເວັ້ນເສັຽແຕ່ຂໍ້ຜູກພັນທາງດ້ານການເງິນຂອງອົງການຈັດຕັ້ງຂອງລັດ, ລວມຫມູ່ ແລະ ສັງຄົມເທົ່ານັ້ນ.

ຖ້າວ່າເຈົ້າໜີ້ຫາກໄດ້ຍ້າຍບ່ອນຢູ່ໃນເວລາປະຕິບັດຂໍ້ຜູກພັນ ແລະ ກໍໄດ້ແຈ້ງໃຫ້ລູກໃຫ້ຊາບໃນເວລານັ້ນຂໍ້ຜູກພັນກໍໃຫ້ປະຕິບັດຢູ່ບ່ອນຢູ່ໃຫມ່ຂອງເຈົ້າໜີ້, ສ່ວນການໃຊ້ຈ່າຍທັງຫມົດໃນການປະຕິບັດຂໍ້ຜູກພັນນັ້ນ ແມ່ນ ເປັນພາລະຂອງເຈົ້າໜີ້;

- 3. ຂໍ້ຜູກພັນອື່ນໆແມ່ນໃຫ້ປະຕິບັດຢູ່ບ່ອນຢູ່ຂອງລູກໜີ້ໃນເວລາຂໍ້ຜູກພັນນັ້ນໄດ້ເກີດຂຶ້ນ. ຖ້າວ່າລູກໜີ້ຫາກແມ່ນນິຕິບຸກຄົນກໍໃຫ້ປະຕິບັດຢູ່ສຳນັກງານຂອງນິຕິບຸກຄົນນັ້ນ.

**ມາດຕາ 21. ການຊຳລະສະສາງ**

ໃນການຊຳລະສະສາງນັ້ນເຈົ້າໜີ້ຕ້ອງເຮັດໃບຮັບເງິນດ້ວຍຕົນເອງຫລືຕາມຄຳຮ້ອງຂໍຂອງລູກໜີ້. ໃບຮັບເງິນນີ້ຕ້ອງເຮັດໃນທັນໃດຫລືຢ່າງຊ້າພາຍໃນສອງອາທິດພາຍຫລັງທີ່ໄດ້ປະ

ຕິບັດຂໍ້ຜູກພັນແລ້ວ.ການຊຳລະສະສາງຈະມີຂຶ້ນໄດ້ກໍຕໍ່ເມື່ອຫາກໄດ້ມີການເຮັດໃບຮັບເງິນເສັງກ່ອນ.

ຜູ້ຖືໃບຮັບເງິນນັ້ນຖືວ່າເປັນຜູ້ຮັບເງິນໄດ້ຕາມຈຳນວນຊຶ່ງໄດ້ກຳນົດໄວ້ໃນໃບຮັບເງິນເວັ້ນເສັງແຕ່ສັນຍາຫາກໄດ້ກຳນົດໄວ້ຢ່າງອື່ນ.

ການຊຳລະສະສາງອາດຈະປະຕິບັດເປັນເງິນສົດ, ເງິນໂອນ, ເຊັກ ຫລື ວັດຖຸ ຫລື ແຮງງານຕາມການຍິນຍອມຂອງເຈົ້າໜີ້.

ໃນກໍລະນີ ທີ່ມີການຊຳລະສະສາງດ້ວຍເຊັກນັ້ນ ມີຊຳລະສະສາງ ແມ່ນ ມີທີ່ເຈົ້າໜີ້ໄດ້ຮັບເຊັກ. ໃນການຊຳລະສະສາງເປັນເງິນໂອນ ໃຫ້ຖືວ່າມີຊຳລະສະສາງ ແມ່ນ ມີທີ່ເຈົ້າໜີ້ໄດ້ຮັບໃບແຈ້ງມີ. ໃນການຊຳລະສະສາງທາງໄປສະນີໃຫ້ຖືວ່າມີຊຳລະສະສາງແມ່ນມີທີ່ລູກໜີ້ໄດ້ມອບເງິນ ຫລື ຊັບສິ່ງຂອງທາງໄປສະນີ.

**ມາດຕາ 22. ການແຈ້ງຂໍ້ຫຍຸ້ງຍາກໃນການປະຕິບັດສັນຍາ**

ເມື່ອມີຂໍ້ຫຍຸ້ງຍາກເກີດຂຶ້ນໃນການປະຕິບັດສັນຍານັ້ນເຖິງວ່າຄູ່ສັນຍາຝ່າຍໃດຝ່າຍໜຶ່ງ ຫາກໄດ້ພະຍາຍາມພຽງໃດກໍບໍ່ສາມາດປະຕິບັດຂໍ້ຜູກພັນຂອງຕົນໄດ້ຢ່າງສະໝໍ່າສະເໝີນັ້ນຜູ້ກ່ຽວຕ້ອງແຈ້ງສາເຫດຂອງຂໍ້ຫຍຸ້ງຍາກດັ່ງກ່າວໃຫ້ອີກຝ່າຍໜຶ່ງຊາບໃນເວລາອັນເໝາະສົມ ກ່ອນກຳນົດເວລາຂອງການປະຕິບັດສັນຍາຈະສິ້ນສຸດ.

ການແຈ້ງຂໍ້ຫຍຸ້ງຍາກນັ້ນຈະບໍ່ເປັນສາເຫດທີ່ພາໃຫ້ລູກໜີ້ພນຈາກຄວາມຮັບຜິດຊອບຂອງຕົນໄປໄດ້,ພາຍຫລັງທີ່ຂໍ້ຫຍຸ້ງຍາກຫາກໄດ້ສິ້ນສຸດລົງແລ້ວລູກໜີ້ກໍຍັງຈະຕ້ອງໄດ້ປະຕິບັດຂໍ້ຜູກພັນໃນສັນຍານັ້ນອີກ.

**ມາດຕາ 23. ຜົນບັງຄັບຂອງສັນຍາຕໍ່ບຸກຄົນອື່ນ**

ເຈົ້າໜີ້ມີສິດມອບສິດຂອງຕົນໃຫ້ບຸກຄົນອື່ນ(ເອີ້ນວ່າເຈົ້າໜີ້ຄົນໃໝ່)ທວງເອົາຊັບສິ່ງຂອງຈາກລູກໜີ້ທີ່ກ່ຽວຂ້ອງໄດ້.

ເຈົ້າໜີ້ຕ້ອງມອບເອກະສານຕ່າງໆກ່ຽວກັບການທວງໜີ້ນັ້ນໃຫ້ເຈົ້າໜີ້ຄົນໃໝ່ແລະຕ້ອງຮັບຜິດຊອບຕໍ່ຜູ້ກ່ຽວ ຖ້າວ່າສິດທີ່ມອບໃຫ້ຜູ້ກ່ຽວນັ້ນຫາກບໍ່ມີຄວາມເປັນຈິງ.

ໃນກໍລະນີທີ່ເຈົ້າໜີ້ຫາກໄດ້ເສັງຊີວິດໄປແລ້ວຜູ້ສືບທອດທີ່ໄດ້ຮັບມູນມໍຣະດົກກໍມີສິດທວງເອົາຊັບສິ່ງຂອງຈາກລູກໜີ້ທີ່ກ່ຽວຂ້ອງນັ້ນໄດ້.

ລູກໜີ້ກໍມີສິດມອບພັນທະຂອງຕົນໃຫ້ບຸກຄົນອື່ນ(ເອີ້ນວ່າລູກໜີ້ຄົນໃໝ່)ປະຕິບັດແທນຕົນໄດ້ແຕ່ຕ້ອງໄດ້ຮັບການຕົກລົງເຫັນດີຈາກເຈົ້າໜີ້ເສັງກ່ອນ.

ໃນກໍລະນີທີ່ລູກໜີ້ຫາກໄດ້ເສັງຊີວິດໄປແລ້ວຜູ້ສືບທອດທີ່ໄດ້ຮັບມູນມໍຣະດົກກໍຈະໄດ້ປະຕິບັດພັນທະແທນຜູ້ກ່ຽວ.

**ຫມວດທີ 5**

**ມາດຕະການຮັບປະກັນ ການປະຕິບັດສັນຍາ**

**ມາດຕາ 24. ການຮັບປະກັນການປະຕິບັດສັນຍາ**

ໃນການຮັບປະກັນການປະຕິບັດສັນຍາຢ່າງສົມເໝາະສົມຜົນ, ເພື່ອຕອບສະໜອງຄວາມຕ້ອງການຂອງເຈົ້າໜີ້ຫລີທົດແທນຄ່າເສັງຫາຍຊຶ່ງອາດຈະເກີດຂຶ້ນພາຍຫລັງການບໍ່ປະຕິບັດສັນຍາຫລືການປະຕິບັດສັນຍາຢ່າງບໍ່ສົມເໝາະສົມຜົນນັ້ນກົດໝາຍໄດ້ອະນຸຍາດໃຫ້ນຳໃຊ້ວິທີການຕ່າງໆເຊັ່ນ: ການຊວດຈຳ, ການຄ້ຳປະກັນ, ການປັບໃໝ.

**ມາດຕາ 25. ການຊວດຈຳ**

ການຊວດຈຳ ແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາ ຊຶ່ງຝ່າຍໜຶ່ງ (ເອີ້ນວ່າ ຜູ້ຊວດຈຳ) ໄດ້ເອົາຊັບສິ່ງຂອງໄປຈຳໄວ້ນຳອີກຝ່າຍໜຶ່ງ(ເອີ້ນວ່າຜູ້ຮັບຊວດຈຳ)ເພື່ອຮັບປະກັນການໃຊ້ແທນໜີ້ສິນ ແລະ ຜູ້ຊວດຈຳມີສິດໄຖ່ເອົາຄືນຕາມກຳນົດເວລາທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາກູ້ຢືມ.

ຖ້າວ່າຜູ້ຊວດຈຳຫາກບໍ່ໄຖ່ເອົາຊັບສິ່ງຂອງນັ້ນຄືນຕາມກຳນົດເວລາຊຶ່ງໄດ້ຕົກລົງກັນແລ້ວ ຊັບສິ່ງຂອງທີ່ຊວດຈຳນັ້ນກໍຈະຕົກເປັນກຳມະສິດຂອງຜູ້ຮັບຊວດຈຳ. ໃນກໍລະນີທີ່ຊັບສິ່ງຂອງທີ່ນຳໄປຊວດຈຳນັ້ນຫາກມີລາຄາສູງກວ່າໜີ້ສິນແລ້ວຜູ້ຮັບຊວດຈຳອາດຈະເສັງເງິນເອົາຫລື ເອົາຊັບສິ່ງຂອງເຫລົ່ານັ້ນໄປຂາຍກໍໄດ້ພາຍຫລັງທີ່ໄດ້ຫັກເອົາຕົ້ນທຶນແລະດອກເບ້ຍແລ້ວເງິນທີ່ເຫລືອນັ້ນຕ້ອງລົງຄືນໃຫ້ຜູ້ຊວດຈຳ.

ຖ້າວ່າຈຳນວນເງິນທີ່ໄດ້ຂາຍຊັບສິ່ງຂອງຊຶ່ງເອົາໄປຊວດຈຳນັ້ນຫາກບໍ່ພຽງພໍເພື່ອໃຊ້ແທນຜູ້ຮັບຊວດຈຳແລ້ວຜູ້ກ່ຽວກໍມີສິດທວງເອົາເງິນຈຳນວນທີ່ບໍ່ພໍນັ້ນຈາກຜູ້ຊວດຈຳຕື່ມອີກ.

**ມາດຕາ 26. ຮູບການຂອງການຊວດຈຳ ແລະ ຊັບສິ່ງຂອງທີ່ນຳໄປຊວດຈຳ**

ການຊວດຈຳຕ້ອງເຮັດເປັນລາຍລັກອັກສອນແລະອາດຈະເຮັດພ້ອມກັນກັບສັນຍາກູ້ຢືມຫລື ລຸນຫລັງກໍໄດ້. ສັນຍາຊວດຈຳອາດຈະເຮັດໃສ່ໃບດຽວກັນກັບສັນຍາກູ້ຢືມ ຫລື ເຮັດໃສ່ໃບໜຶ່ງຕ່າງຫາກກໍໄດ້.

ຊັບສິ່ງຂອງທີ່ເອົາໄປຊວດຈຳນັ້ນຕ້ອງເປັນກຳມະສິດຂອງຜູ້ຊວດຈຳ.ຜູ້ນຳຊັບສິ່ງຂອງໄປຊວດຈຳນັ້ນອາດຈະແມ່ນຜູ້ຊວດຈຳເອງ ຫລືບຸກຄົນອື່ນກໍໄດ້.

**ມາດຕາ 27. ສິດ ແລະ ພັນທະຂອງຜູ້ຮັບຊວດຈຳ ແລະ ຜູ້ຊວດຈຳ**

ໃນກໍລະນີທີ່ຊັບສິ່ງຂອງທີ່ຊວດຈຳນັ້ນຫາກໄດ້ເກີດຜົນຢ່າງໃດຢ່າງໜຶ່ງຂຶ້ນກໍຈະເປັນກຳມະສິດຂອງຜູ້ຊວດຈຳ. ຖ້າວ່າຜູ້ຮັບຊວດຈຳຫາກຕ້ອງການຫມາກຜົນດັ່ງກ່າວແລ້ວກໍໃຫ້ຜູ້ກ່ຽວເສັ້ງເງິນເອົາ.

ຜູ້ຮັບຊວດຈຳມີພັນທະປົກປັກຮັກສາແຕ່ບໍ່ມີສິດນຳໃຊ້ຊັບສິ່ງຂອງດັ່ງກ່າວຕະຫລອດເວລາຊວດຈຳ ເວັ້ນເສັ້ງແຕ່ໃນກໍລະນີທີ່ໄດ້ປົ່ງໄວ້ໃນສັນຍາ.

ຖ້າວ່າຊັບສິ່ງຂອງທີ່ຊວດຈຳຫາກໄດ້ຖືກເສັ້ງຫາຍຫລືເປ່ເພຍ້ອນຄວາມຜິດຂອງຜູ້ຮັບຊວດຈຳແລ້ວ ຜູ້ກ່ຽວຕ້ອງຮັບຜິດຊອບ ເວັ້ນເສັ້ງແຕ່ມີເຫດບັງເອີນ ຫລື ເຫດສຸດວິໄສເກີດຂຶ້ນ.

ໃນກໍລະນີທີ່ຜູ້ຮັບຊວດຈຳຫາກໄດ້ໃຊ້ຈ່າຍໃນການປົກປັກຮັກສາຊັບສິ່ງຂອງທີ່ຊວດຈຳແລ້ວ ຜູ້ກ່ຽວກໍມີສິດທາງເອົາຄ່າໃຊ້ຈ່າຍນັ້ນຄືນ.

ຜູ້ຊວດຈຳມີສິດໄຖ່ເອົາຊັບສິ່ງຂອງທີ່ຊວດຈຳນັ້ນຄືນຕາມກຳນົດເວລາທີ່ໄດ້ຕົກລົງກັນ.

ຖ້າວ່າຜູ້ຊວດຈຳຫາກໄດ້ເສັ້ງຊີວິດກ່ອນກຳນົດເວລາໄຖ່ເອົາຊັບສິ່ງຂອງທີ່ຊວດຈຳນັ້ນຄືນຜູ້ສືບທອດຂອງຜູ້ກ່ຽວກໍມີສິດໄຖ່ເອົາຊັບສິ່ງຂອງນັ້ນໄດ້.

**ມາດຕາ 28. ບູລິມະສິດໃນການໃຊ້ແທນຫນີ້ສິນ**

ເຈົ້າຫນີ້ຜູ້ໃດທີ່ໄດ້ມີຊັບສິ່ງຂອງຊວດຈຳໄວ້ນັ້ນຈະເປັນຜູ້ມີບູລິມະສິດໃນການໄດ້ຮັບການໃຊ້ຫນີ້ສິນກ່ອນເຈົ້າຫນີ້ຄົນອື່ນ ຊຶ່ງບໍ່ມີຊັບສິ່ງຂອງຊວດຈຳໄວ້.

ຊັບສິ່ງຂອງທີ່ຊວດຈຳໄວ້ນັ້ນໃຫ້ນຳໄປຂາຍແລ້ວມາຄິດໄລ່ໃຊ້ແທນຫນີ້ສິນຂອງເຈົ້າຫນີ້ຜູ້ທີ່ມີຊັບສິ່ງຂອງທີ່ຊວດຈຳໄວ້ຈົນຄົບເສັ້ງກ່ອນສ່ວນເຫລືອນັ້ນໃຫ້ຄິດໄລ່ໃຊ້ແທນຫນີ້ສິນຂອງເຈົ້າຫນີ້ຄົນອື່ນໆ.

**ມາດຕາ 29. ການຄ້ຳປະກັນດ້ວຍຫລັກຊັບ**

ການຄ້ຳປະກັນດ້ວຍຫລັກຊັບແມ່ນການຄ້ຳປະກັນຊຶ່ງລູກຫນີ້ບໍ່ໄດ້ເອົາຊັບສິ່ງຂອງໄປໄວ້ນຳເຈົ້າຫນີ້ຫາກພຽງແຕ່ໄດ້ເອົາເອກະສານຢັ້ງຢືນກຳມະສິດກ່ຽວກັບຊັບສິ່ງຂອງນັ້ນໄປຄ້ຳປະກັນໄວ້ນຳ ເຈົ້າຫນີ້ເທົ່ານັ້ນ.

**ມາດຕາ 30. ການຄ້ຳປະກັນດ້ວຍບຸກຄົນ ຫລື ນິຕິບຸກຄົນ**

ການຄ້ຳປະກັນດ້ວຍບຸກຄົນຫລືນິຕິບຸກຄົນແມ່ນການຄ້ຳປະກັນຊຶ່ງບຸກຄົນໃດບຸກຄົນໜຶ່ງຫລືນິຕິບຸກຄົນໃດໜຶ່ງໄດ້ຕົກລົງຮັບປະກັນ ໃຊ້ຫນີ້ສິນແທນລູກຫນີ້ໃນເມື່ອລູກຫນີ້ນັ້ນຫາກບໍ່ໄດ້ປະຕິບັດຕາມສັນຍາກູ້ຢືມ.

ໃນການຄ້າປະກັນໜີ້ສິນໃຫ້ແກ່ລູກໜີ້ນັ້ນຜູ້ຄ້າປະກັນອາດຈະຄ້າປະກັນໜີ້ສິນທັງໝົດຫລືສ່ວນໃດສ່ວນໜຶ່ງກໍໄດ້. ເມື່ອເຖິງກຳນົດເວລາທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາແລ້ວເຈົ້າໜີ້ຕ້ອງທວງທາວເອົານຳລູກໜີ້ເສັຽກ່ອນ ຖ້າວ່າລູກໜີ້ຫາກບໍ່ໃຊ້ແທນໜີ້ສິນແລ້ວເຈົ້າໜີ້ຈຶ່ງມີສິດທວງທາວເອົານຳຜູ້ຄ້າປະກັນໄດ້.

ຜູ້ຄ້າປະກັນຕ້ອງໃຊ້ໜີ້ສິນແທນລູກໜີ້ທັງໝົດຫລືສ່ວນໃດສ່ວນໜຶ່ງຕາມທີ່ໄດ້ຕົກລົງກັນໃນສັນຍາ.

ໃນການໃຊ້ແທນໜີ້ສິນນັ້ນຜູ້ຄ້າປະກັນມີພັນທະໃຊ້ແທນພຽງແຕ່ຕົ້ນທຶນເທົ່ານັ້ນສ່ວນດອກເບັ້ງແລະຄ່າທຳນຽມຕ່າງໆແມ່ນຕົກເປັນພາລະຂອງລູກໜີ້ເວັ້ນເສັຽແຕ່ໄດ້ຕົກລົງກັນໄວ້ໃນສັນຍາ.

ໃນກໍລະນີທີ່ລູກໜີ້ຫາກມີຄວາມສາມາດໃຊ້ແທນໜີ້ສິນໄດ້ພຽງແຕ່ສ່ວນໃດສ່ວນໜຶ່ງເທົ່ານັ້ນຜູ້ຄ້າປະກັນກໍຕ້ອງໃຊ້ແທນສ່ວນທີ່ຍັງເຫລືອຢູ່ນັ້ນ. ຜູ້ຄ້າປະກັນທີ່ໄດ້ໃຊ້ໜີ້ສິນແທນລູກໜີ້ແລ້ວນັ້ນກໍກາຍເປັນເຈົ້າໜີ້ຂອງລູກໜີ້ຜູ້ນັ້ນແລະມີສິດທວງເອົາຕົ້ນທຶນທີ່ຕົນໄດ້ຈ່າຍໄປແລ້ວ ລວມທັງດອກເບັ້ງອີກດ້ວຍ. ຜູ້ຄ້າປະກັນມີສິດປົກປ້ອງລູກໜີ້ທີ່ຕົນຄ້າປະກັນນັ້ນ. ລູກໜີ້ແລະ ຜູ້ຄ້າປະກັນມີພັນທະແຈ້ງໃຫ້ກັນຊາບກ່ຽວກັບການໃຊ້ແທນໜີ້ສິນຂອງຕົນ.

**ມາດຕາ 31.ການປັບໃຫມ**

ການປັບໃຫມແມ່ນມາດຕະການປະຕິບັດຕໍ່ຜູ້ທີ່ບໍ່ປະຕິບັດສັນຍາຫລືປະຕິບັດສັນຍາບໍ່ຄົບຖ້ວນຫລື ປະຕິບັດບໍ່ທັນຕາມກຳນົດເວລາ.

ການປັບໃຫມໃຫ້ປະຕິບັດຕາມລະບຽບການສະເພາະຂອງຂະແໜງການທີ່ກ່ຽວຂ້ອງຫລື ຕາມການຕົກລົງຂອງຄູ່ສັນຍາໃນກໍລະນີທີ່ບໍ່ມີລະບຽບການສະເພາະ.

**ຫມວດທີ 6**

**ການປ່ຽນແປງ, ການຍົກເລີກ ແລະ ການສິ້ນສຸດສັນຍາ**

**ມາດຕາ 32. ການປ່ຽນແປງ ຫລື ການຍົກເລີກສັນຍາ**

ສັນຍາທີ່ເຮັດຂຶ້ນນັ້ນຈະປ່ຽນແປງຫລືຍົກເລີກກໍໄດ້ຖ້າວ່າຄູ່ສັນຍາຫາກໄດ້ຕົກລົງເຫັນດີນຳກັນ.

ຖ້າວ່າມີການລະເມີດສັນຍາຄູ່ສັນຍາຝ່າຍທີ່ໄດ້ຮັບຄວາມອັບປະໂຫຍດນັ້ນຈະປ່ຽນແປງ ຫລື ຍົກເລີກສັນຍາແຕ່ຝ່າຍດຽວກໍໄດ້.

ການປ່ຽນແປງຫລື ການຍົກເລີກສັນຍາທີ່ເປັນລາຍລັກອັກສອນ ຕ້ອງເຮັດເປັນລາຍລັກອັກສອນ. ໃນເມື່ອສັນຍາທາກຖືກຍົກເລີກສິ່ງທີ່ໄດ້ປະຕິບັດຕໍ່ກັນແລ້ວກໍໃຫ້ແລ້ວກັນໄປ. ຖ້າວ່າຝ່າຍໜຶ່ງທາກໄດ້ປະຕິບັດພັນທະຂອງຕົນກ່ອນແລ້ວຝ່າຍທີ່ຍັງຄ້າງຄານັ້ນຕ້ອງໄດ້ປະຕິບັດຕອບແທນ. ສຳລັບພັນທະທີ່ຍັງບໍ່ທັນໄດ້ປະຕິບັດຕໍ່ກັນນັ້ນ ກໍໃຫ້ເລີກແລ້ວກັນໄປ.

**ມາດຕາ 33. ການສິ້ນສຸດສັນຍາ**

ສັນຍາຈະສິ້ນສຸດລົງໃນກໍລະນີດັ່ງນີ້:

ສັນຍາທີ່ໄດ້ປະຕິບັດຢ່າງຖືກຕ້ອງ ແລະຄົບຖ້ວນແລ້ວ;

ຄູ່ສັນຍາໄດ້ເຂົ້າຮ່ວມເປັນອັນດຽວກັນ;

ຄູ່ສັນຍາໄດ້ມີການຕົກລົງກັນ;

ສັນຍາບໍ່ສາມາດປະຕິບັດໄດ້;

ຄູ່ສັນຍາຝ່າຍໃດຝ່າຍໜຶ່ງໄດ້ເສັຽຊີວິດ ຊຶ່ງບຸກຄົນອື່ນບໍ່ສາມາດສືບຕໍ່ປະຕິບັດໄດ້;

ນິຕິບຸກຄົນທີ່ເປັນຄູ່ສັນຍາໄດ້ຖືກຍຸບເລີກ ຫລື ລົ້ມລະລາຍ.

ໃນກໍລະນີທີ່ນິຕິບຸກຄົນໃດໜຶ່ງທາກຖືກຍຸບເລີກ ຫລືລົ້ມລະລາຍຄູ່ສັນຍາຂອງນິຕິບຸກຄົນນັ້ນມີສິດທວງເອົາຄ່າໃຊ້ຈ່າຍ ແລະ ຄ່າເສັຽທາຍຕ່າງໆຈາກຜູ້ທີ່ຮັບຜິດຊອບຊັບສິ່ງຂອງ ຂອງນິຕິບຸກຄົນທີ່ໄດ້ຖືກຍຸບເລີກ ຫລື ລົ້ມລະລາຍນັ້ນ.

**ຫມວດທີ 7  
ການແກ້ໄຂຂໍ້ຂັດແຍ່ງ**

**ມາດຕາ 34. ວິທີແກ້ໄຂຂໍ້ຂັດແຍ່ງ**

ໃນການປະຕິບັດສັນຍາຄູ່ສັນຍາອາດຈະຕົກລົງກັນບໍ່ໄດ້ໃນບາງກໍລະນີ, ເມື່ອຄູ່ສັນຍາຝ່າຍໃດຝ່າຍໜຶ່ງທາກເຫັນວ່າຕົນໄດ້ຮັບຄວາມອັບປະໂຫຍດຈາກສັນຍາແລ້ວເຊັ່ນສັນຍາເປັນໂມຄະ, ການບໍ່ປະຕິບັດສັນຍາ, ການປະຕິບັດສັນຍາບໍ່ຄົບຖ້ວນຝ່າຍນັ້ນກໍມີສິດສະເໜີໃຫ້ອີກຝ່າຍໜຶ່ງແກ້ໄຂ. ຖ້າວ່າຄູ່ສັນຍາຝ່າຍທີ່ຖືກສະເໜີທາກບໍ່ເຫັນດີແລ້ວ ຝ່າຍສະເໜີກໍມີສິດຮ້ອງຟ້ອງຕໍ່ສານໃຫ້ທຳການແກ້ໄຂຂໍ້ຂັດແຍ່ງນັ້ນ. ໃນກໍລະນີທີ່ແມ່ນຂໍ້ຂັດແຍ່ງທາງເສດຖະກິດລະຫວ່າງ ອົງການຈັດຕັ້ງດ້ວຍກັນຫລືລະຫວ່າງອົງການຈັດຕັ້ງ, ຫົວໜ່ວຍເສດຖະກິດກັບຕ່າງປະເທດນັ້ນ ໃຫ້ອົງການໄກ່ເກັ່ງເສດຖະກິດເປັນຜູ້ແກ້ໄຂ.

**ມາດຕາ 35. ອາຍຸຄວາມໃນການຮ້ອງຟ້ອງ**

ອາຍຸຄວາມໃນການຮ້ອງຟ້ອງມີກຳນົດສິບປີສຳລັບສັນຍາກ່ຽວກັບການກໍ່ສ້າງ ແລະສາມປີສຳລັບສັນຍາອື່ນໆ ເຊັ່ນ: ສັນຍາກູ້ຢືມ, ເຂົ້າຊັບສິ່ງຂອງ.

ອາຍຸຄວາມໃນການຮ້ອງຟ້ອງໃຫ້ເລີ່ມນັບແຕ່ມີກຳນົດເວລາຂອງສັນຍານັ້ນໄດ້ສິ້ນສຸດເປັນຕົ້ນໄປ.

ອາຍຸຄວາມໃນການຮ້ອງຟ້ອງຈະຖືກໂຈະໃນກໍລະນີມີເຫດບັງເອີນຫລືເຫດສຸດວິໄສ ຊຶ່ງເປັນອຸບປະສັກຕໍ່ການຍື່ນຄຳຮ້ອງຟ້ອງ;

ໂຈດ ຫລື ຈຳເລີຍ ທີ່ສັງກັດຢູ່ໃນກຳລັງປະກອບອາວຸດຖືກໄປແນວຫນ້າ ຫລືສົງຄາມ.

ພາຍຫລັງທີ່ໄລຍະເວລາຂອງການໂຈະນັ້ນໄດ້ສິ້ນສຸດແລ້ວອາຍຸຄວາມທີ່ໄດ້ຜ່ານມາກ່ອນນັ້ນກໍຈະສືບຕໍ່ອີກ.

ອາຍຸຄວາມໃນການຮ້ອງຟ້ອງຈະຖືກຢຸດຊະງັກໃນເມື່ອມີການກະທຳອັນແນ່ນອນຂອງຄູ່ຄວາມຫລືຄູ່ສັນຍາເຊັ່ນ: ການຮັບຮູ້ຫນີ້ສິນຂອງຕົນ. ໃນກໍລະນີນີ້ອາຍຸຄວາມໃນການຮ້ອງຟ້ອງໃຫ້ເລີ່ມນັບຄືນໃໝ່.

**ມາດຕາ 36. ຜົນສະທ້ອນຂອງການລະເມີດສັນຍາ**

ການລະເມີດສັນຍາ ແມ່ນການບໍ່ປະຕິບັດຂໍ້ຜູກພັນທັງຫມົດ ຫລື ບາງສ່ວນ ຫລື ການປະຕິບັດຂໍ້ຜູກພັນຢ່າງບໍ່ສົມເຫດສົມຜົນ ໂດຍຄູ່ສັນຍາຝ່າຍໃດຝ່າຍຫນຶ່ງ ເຊັ່ນ ການປະຕິບັດຂໍ້ຜູກພັນບໍ່ມີຄຸນນະພາບ, ບໍ່ທັນກັບເວລາ, ບໍ່ຖືກສະຖານທີ່ຊຶ່ງບົ່ງໄວ້ໃນສັນຍາ.

ຖ້າວ່າຄູ່ສັນຍາຝ່າຍໃດຝ່າຍຫນຶ່ງຫາກໄດ້ລະເມີດສັນຍາຝ່າຍນັ້ນຕ້ອງຮັບຜິດຊອບໃຊ້ແທນຄ່າເສັງຫາຍທີ່ເກີດຂຶ້ນເວັ້ນເສັງແຕ່ການລະເມີດສັນຍານັ້ນຫາກເກີດຂຶ້ນຍ້ອນເຫດບັງເອີນ ຫລື ເຫດສຸດວິໄສ ເຊັ່ນ: ພ້າຜ່າ, ນ້ຳຖ້ວມ, ແຜ່ນດິນໄຫວ ແລະ ອື່ນໆ.

**ພາກທີ II**  
**ວ່າດ້ວຍປະເພດສັນຍາ**  
**ຫມວດທີ 1**  
**ສັນຍາຊື້ຂາຍ ແລະ ແລກປ່ຽນ**

**ມາດຕາ 37. ສັນຍາຊື້ຂາຍ**

ສັນຍາຊື້ຂາຍແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຜູ້ຂາຍຕ້ອງມອບຊັບສິ່ງຂອງໃຫ້ຜູ້ຊື້ເປັນກຳມະສິດ ແລະ ຜູ້ຊື້ຕ້ອງຮັບເອົາຊັບສິ່ງຂອງ ແລະ ຈ່າຍເງິນຕາມລາຄາທີ່ໄດ້ຕົກລົງກັນ.

ຜູ້ຂາຍຈະຂາຍຊັບສິ່ງຂອງອັນໃດກໍໄດ້ ທີ່ເປັນກຳມະສິດຂອງຕົນ.

ໃນການເຮັດສັນຍາຜູ້ຂາຍຕ້ອງແຈ້ງໃຫ້ຜູ້ຊື້ຊາບກ່ຽວກັບສິດຂອງບຸກຄົນອື່ນໃນຊັບສິ່ງຂອງທີ່ຂາຍ ເຊັ່ນ: ຊັບສິ່ງຂອງທີ່ຂາຍນັ້ນຍັງມີຜູ້ເຊົ່າຢູ່. ການບໍ່ແຈ້ງໃຫ້ຊາບນີ້ຈະພາໃຫ້ຜູ້ຊື້ມີສິດຮ້ອງຂໍລົບລ້າງສັນຍາ ແລະ ຮ້ອງຂໍເອົາຄ່າເສັງຫາຍ ຫລື ຫລຸດຜ່ອນລາຄາຊື້. ຖ້າວ່າຊັບສິ່ງຂອງທີ່ຂາຍໃຫ້ຜູ້ຊື້ນັ້ນຫາກຖືກຮັບຕາມຄຳຕັດສິນຂອງສານຫລືອົງການໄກ່ເກັ່ງເສດຖະກິດແລ້ວຜູ້ຂາຍຕ້ອງທົດແທນຄ່າເສັງຫາຍໃຫ້ແກ່ຜູ້ຊື້.

ເມື່ອສິດກ່ຽວກັບກຳມະສິດຫາກເປັນຂອງຜູ້ຊື້ກ່ອນການມອບຊັບສິ່ງຂອງແລ້ວຜູ້ຂາຍຍັງມີພັນທະຮັກສາຊັບສິ່ງຂອງດັ່ງກ່າວໂດຍບໍ່ໃຫ້ມີການເສັງຫາຍ ຫລືເປ່ເພຈົນກວ່າຜູ້ຊື້ຈະຮັບເອົາ.

ຜູ້ຊື້ເປັນເຈົ້າກຳມະສິດໃນຊັບສິ່ງຂອງທີ່ຕົນໄດ້ຊື້ນັ້ນບໍ່ແຕ່ເວລາຜູ້ຊື້ແລະຜູ້ຂາຍໄດ້ມອບເງິນແລະຊັບສິ່ງຂອງໃຫ້ກັນຫລືບໍ່ແຕ່ເວລາຜູ້ຊື້ໄດ້ຈ່າຍເງິນເປັນຕົ້ນໄປເຖິງວ່າຜູ້ຂາຍຍັງບໍ່ທັນໄດ້ມອບຊັບສິ່ງຂອງໃຫ້ກໍຕາມຫລືບໍ່ແຕ່ເວລາຜູ້ຂາຍໄດ້ມອບຊັບສິ່ງຂອງໃຫ້ແລ້ວແຕ່ຜູ້ຊື້ຍັງບໍ່ທັນໄດ້ຈ່າຍເງິນກໍຕາມ.

ຜູ້ຊື້ມີພັນທະຈ່າຍ ແລະ ຮັບເອົາຊັບສິ່ງຂອງຕາມທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາ.

**ມາດຕາ 38. ຄຸນນະພາບຂອງຊັບສິ່ງຂອງທີ່ຂາຍ**

ຄຸນນະພາບຂອງຊັບສິ່ງຂອງທີ່ຂາຍຕ້ອງໃຫ້ຖືກຕ້ອງຕາມເນື້ອໃນຂອງສັນຍາ. ຖ້າວ່າຊັບສິ່ງຂອງທີ່ຂາຍນັ້ນຫາກບໍ່ມີຄຸນນະພາບຕາມທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາແລ້ວຜູ້ຂາຍຕ້ອງຮັບຜິດຊອບຕໍ່ຊັບສິ່ງຂອງດັ່ງກ່າວ.

ໃນກໍລະນີທີ່ຜູ້ຊື້ຫາກໄດ້ຮູ້ວ່າຊັບສິ່ງຂອງນັ້ນບໍ່ມີຄຸນນະພາບແລ້ວຜູ້ຊື້ມີສິດຂໍປ່ຽນເອົາຊັບສິ່ງຂອງປະເພດດຽວກັນທີ່ມີຄຸນນະພາບຫລືຂໍຫລຸດລາຄາ ຫລື ລົບລ້າງສັນຍາ ພ້ອມທັງທວງເອົາການໃຊ້ແທນຄ່າເສັງຫາຍ.

ຜູ້ຊື້ມີພັນທະກວດເບິ່ງຊັບສິ່ງຂອງທີ່ຊື້ ແລະຕ້ອງແຈ້ງໃຫ້ຜູ້ຂາຍຊາບຢ່າງຮີບດ່ວນໃນກໍລະນີທີ່ມີການຊອກເຫັນຄວາມບົກພ່ອງໃນຊັບສິ່ງຂອງທີ່ຊື້ຖ້າບໍ່ດັ່ງນັ້ນຜູ້ຊື້ຕ້ອງຮັບຜິດຊອບ ເອົາເອງຕໍ່ຄວາມບົກພ່ອງເຫລົ່ານັ້ນ.

**ມາດຕາ 39. ການຂາຍສິນຄ້າເປັນເງິນເຊື່ອ**

ໃນການຊື້ຂາຍສິນຄ້ານັ້ນຜູ້ຂາຍອາດຈະຂາຍສິນຄ້າເປັນເງິນເຊື່ອກໍໄດ້. ຜູ້ຊື້ມີສິດຍົດຖືກຳມະສິດກ່ຽວກັບສິນຄ້າທີ່ຂາຍເປັນເງິນເຊື່ອນັ້ນບໍ່ແຕ່ມີທີ່ຜູ້ຂາຍໄດ້ມອບຊັບສິ່ງຂອງໃຫ້ເປັນຕົ້ນໄປ ຖ້າວ່າກົດໝາຍ ຫລື ສັນຍາຫາກບໍ່ໄດ້ບົ່ງໄວ້ຢ່າງອື່ນ.

ຖ້າວ່າຊັບສິ່ງຂອງນັ້ນຫາກຍັງຕ້ອງຈົດທະບຽນຢູ່ສິດກ່ຽວກັບກຳມະສິດຂອງຜູ້ຊື້ກໍມີຂຶ້ນ  
ນັບແຕ່ມີໄດ້ຈົດທະບຽນເປັນຕົ້ນໄປ.

ການຂາຍສິນຄ້າເປັນເງິນເຊື່ອຈະຕ້ອງປະຕິບັດຕາມລາຄາທີ່ໄດ້ຕົກລົງກັນໃນມື້ຂາຍ  
ນັ້ນ. ການປ່ຽນແປງລາຄາສິນຄ້າທີ່ຂາຍເປັນເງິນເຊື່ອໃນເວລາຕໍ່ມາກໍຈະບໍ່ພາໃຫ້ລາຄາທີ່ໄດ້ຕົກ  
ລົງກັນແລ້ວນັ້ນມີການປ່ຽນແປງແຕ່ຢ່າງໃດ.

**ມາດຕາ 40. ການຊື້ຊັບສິ່ງຂອງທີ່ໄດ້ມາຢ່າງຜິດກົດຫມາຍ**

ບຸກຄົນຜູ້ໃດຫາກໄດ້ຊື້ຊັບສິ່ງຂອງໂດຍຄວາມບໍລິສຸດໃຈໃນລາຄາອັນເໝາະສົມຕາມ  
ທ້ອງຕະຫລາດໃນເວລານັ້ນ, ຊື້ແລະນຳໃຊ້ຊັບສິ່ງຂອງຢ່າງເປີດເຜີຍ, ລຽນຕິດແລະສະຫງົບແລ້ວ  
ເຈົ້າຂອງຊັບ ຈະເອົາຊັບສິ່ງຂອງນັ້ນຄືນໄດ້ກໍຕໍ່ເມື່ອ ຫາກຜູ້ກ່ຽວໄດ້ທົດແທນລາຄາທີ່ຜູ້ຊື້ໄດ້ຈ່າຍ  
ໄປແລ້ວນັ້ນ ແຕ່ຕົນກໍມີສິດຮ້ອງຟ້ອງເອົານຳຜູ້ຂາຍຕໍ່ໄປ.

ໃນກໍລະນີທີ່ຜູ້ຊື້ຫາກໄດ້ຊື້ຊັບສິ່ງຂອງໂດຍບໍ່ມີຄວາມບໍລິສຸດໃຈແລ້ວເຈົ້າຂອງຊັບສິດ  
ເອົາ ຊັບສິ່ງຂອງນັ້ນຄືນໂດຍບໍ່ມີການທົດແທນຄ່າຊັບສິ່ງຂອງແກ່ຜູ້ຊື້ແຕ່ຢ່າງໃດ. ຜູ້ຊື້ຈະຕໍ່ວ່າ  
ເອົາເງິນທີ່ຊື້ຊັບສິ່ງຂອງນັ້ນຄືນນຳຜູ້ຂາຍກໍໄດ້ແຕ່ຜູ້ກ່ຽວບໍ່ມີສິດຮ້ອງຟ້ອງຕໍ່ສານ.

**ມາດຕາ 41. ການນຳສິ່ງສິນຄ້າ ຫລື ຊັບສິ່ງຂອງທີ່ຂາຍ**

ຜູ້ຂາຍຈະນຳສິ່ງສິນຄ້າຫລືຊັບສິ່ງຂອງທີ່ຂາຍນັ້ນໄປຮອດບ່ອນຢູ່ຂອງຜູ້ຊື້ ຫລືສະຖານ  
ທີ່ແຫ່ງໃດແຫ່ງໜຶ່ງຕາມທີ່ໄດ້ຕົກລົງກັນ.

ຜູ້ຊື້ມີພັນທະຮັບເອົາສິນຄ້າ ຫລືຊັບສິ່ງຂອງທີ່ນຳສິ່ງມາໃຫ້ຕົນ. ສ່ວນການໃຊ້ຈ່າຍຄ່າ  
ນຳສິ່ງນັ້ນແມ່ນ ຂຶ້ນກັບການຕົກລົງຂອງຄູ່ສັນຍາ.

ຖ້າວ່າຜູ້ຂາຍຫາກບໍ່ນຳສິ່ງສິນຄ້າ ຫລືຊັບສິ່ງຂອງທີ່ຂາຍຕາມກຳນົດເວລາຊຶ່ງໄດ້ຕົກລົງ  
ກັນແລ້ວນັ້ນຜູ້ຊື້ຈະບໍ່ຮັບເອົາສິນຄ້າ ຫລືຊັບສິ່ງຂອງນັ້ນກໍໄດ້.

ໃນກໍລະນີທີ່ຜູ້ຊື້ຫາກໄດ້ຈ່າຍຄ່ານຳສິ່ງແລ້ວຜູ້ຊື້ຈະໃຫ້ຜູ້ຂາຍຈ່າຍຄ່າດອກເບັ້ງຕາມກົດ  
ຫມາຍແລະຕາມຈຳນວນມື້ທີ່ໄດ້ຊັກຊ້າ.

ຖ້າວ່າຜູ້ຂາຍຫາກໄດ້ນຳສິ່ງສິນຄ້າ ຫລື ຊັບສິ່ງຂອງທີ່ຂາຍນັ້ນ ບໍ່ຄົບຕາມປະລິມານ, ບໍ່  
ຄົບຊຸດ, ບໍ່ມີຄຸນນະພາບ ຕາມທີ່ໄດ້ຕົກລົງຊື້ຂາຍກັນ ຜູ້ຊື້ຈະບໍ່ຮັບເອົາ ແລະ ຈະບໍ່ຈ່າຍຄ່າສິນຄ້າ  
ນັ້ນກໍໄດ້. ຖ້າວ່າຜູ້ຊື້ຫາກໄດ້ຈ່າຍຄ່າສິນຄ້າ ນັ້ນແລ້ວຜູ້ຂາຍຈະໄດ້ສິ່ງເງິນຄືນ ແລະອາດຈະຈ່າຍ  
ຄ່າເສັຽຫາຍອີກດ້ວຍ.

**ມາດຕາ 42. ສັນຍາແລກປ່ຽນ**

ສັນຍາແລກປ່ຽນແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຝ່າຍໜຶ່ງໄດ້ເອົາຊັບສິ່ງຂອງມອບໃຫ້ອີກຝ່າຍໜຶ່ງ ແລະ ຝ່າຍນີ້ກໍໄດ້ເອົາຊັບສິ່ງຂອງອັນອື່ນຕອບແທນໃຫ້.

ສັນຍາແລກປ່ຽນ ຈະໄດ້ປະຕິບັດຕາມລະບຽບການຂອງສັນຍາຊື້ຂາຍ.

**ຫມວດທີ 2**

**ສັນຍາຂາຍຝາກ**

**ມາດຕາ 43. ສັນຍາຂາຍຝາກ**

ສັນຍາຂາຍຝາກແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາເພື່ອຊື້ຂາຍຊັບສິ່ງຂອງຊຶ່ງຜູ້ຂາຍຍັງມີສິດ ຊື້ຊັບສິ່ງຂອງທີ່ຂາຍນັ້ນຄືນໄດ້ພາຍໃນກຳນົດສາມປີຕາມລາຄາທີ່ຕົນໄດ້ຂາຍໄປແລ້ວນັ້ນ.

ເມື່ອຫມົດກຳນົດເວລາສາມປີແລ້ວຜູ້ຂາຍມີສິດຕໍ່ກຳນົດເວລາຂາຍຝາກອອກໄປອີກ ຖ້າຫາກວ່າ ໄດ້ມີການຕົກລົງກັນກ່ອນໃນເວລາເຮັດສັນຍາ ແຕ່ບໍ່ໃຫ້ເກີນໜຶ່ງປີ.

ເມື່ອຮອດກຳນົດເວລາແລ້ວຖ້າວ່າຜູ້ຂາຍຫາກບໍ່ຊື້ເອົາຊັບສິ່ງຂອງນັ້ນຄືນຜູ້ຊື້ກໍຈະເປັນເຈົ້າກຳມະສິດກ່ຽວກັບຊັບສິ່ງຂອງນັ້ນໂດຍເດັດຂາດ.

**ມາດຕາ 44. ຜົນຂອງສັນຍາຂາຍຝາກ**

ຖ້າວ່າຊັບສິ່ງຂອງທີ່ຂາຍຝາກນັ້ນຫາກເກີດມີຜົນຢ່າງໃດຢ່າງໜຶ່ງຂຶ້ນຜູ້ຊື້ທີ່ໄດ້ຈ່າຍເງິນຄ່າຊັບສິ່ງຂອງຫມົດແລ້ວກໍຈະເປັນເຈົ້າກຳມະສິດກ່ຽວກັບຜົນທີ່ໄດ້ເກີດມານັ້ນ. ໃນກໍລະນີທີ່ຜູ້ຊື້ຫາກຍັງບໍ່ທັນໄດ້ຈ່າຍເງິນຄ່າຊັບສິ່ງຂອງນັ້ນຫມົດຜູ້ຊື້ຈະໄດ້ຮັບຜົນທີ່ເກີດມານັ້ນກໍຕໍ່ເມື່ອຜູ້ກ່ຽວຫາກໄດ້ຈ່າຍ ດອກເບ້ຍໃຫ້ແກ່ຜູ້ຂາຍຕາມຈຳນວນເງິນທີ່ຍັງຄ້າງຄານັ້ນ.

**ມາດຕາ 45. ການປົກປັກຮັກສາຊັບສິ່ງຂອງທີ່ຂາຍຝາກ**

ຜູ້ຊື້ຕ້ອງປົກປັກຮັກສາຊັບສິ່ງຂອງທີ່ຂາຍຝາກ. ສ່ວນຜູ້ຂາຍຕ້ອງທົດແທນຄ່າໃຊ້ຈ່າຍຕ່າງໆໃນການປົກປັກຮັກສາຊັບສິ່ງຂອງນັ້ນຊຶ່ງຜູ້ຊື້ໄດ້ຈ່າຍໄປແລ້ວ. ໃນກໍລະນີທີ່ການໃຊ້ຈ່າຍດັ່ງກ່າວ ຫາກມີມູນຄ່າພຽງເລັກໜ້ອຍກໍຈະຕົກເປັນພາລະຂອງຜູ້ຊື້ເອງ. ຜູ້ຊື້ຈະນຳໃຊ້ຊັບສິ່ງຂອງທີ່ຂາຍຝາກນັ້ນກໍໄດ້.

ຖ້າວ່າຜູ້ຂາຍຫາກຊື້ເອົາຊັບສິ່ງຂອງຄືນພາຍໃນກຳນົດເວລາແລ້ວຜູ້ຊື້ກໍຕ້ອງສິ່ງຊັບສິ່ງຂອງນັ້ນຄືນໃນສະພາບເດີມ.

ຫມວດທີ 3  
ສັນຍາກູ້ຢືມ ແລະ ການຢືມຊັບສິ່ງຂອງໄປໃຊ້

ມາດຕາ 46 ສັນຍາກູ້ຢືມ

ສັນຍາກູ້ຢືມແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຜູ້ໃຫ້ຢືມຕ້ອງມອບເງິນຫລືຊັບສິ່ງຂອງໃຫ້ເປັນກຳມະສິດແກ່ຜູ້ກູ້ຢືມແລະຜູ້ກູ້ຢືມຕ້ອງສົ່ງຈຳນວນເງິນ ຫລື ຊັບສິ່ງຂອງປະເພດທີ່ກູ້ຢືມນັ້ນ ຕາມຈຳນວນເທົ່າທຽມກັນແລະຄຸນນະພາບດຽວກັນຄືນໃຫ້ແກ່ຜູ້ໃຫ້ຢືມຕາມກຳນົດເວລາທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາ.

ຖ້າວ່າກຳນົດເວລາຫາກບໍ່ໄດ້ບົ່ງໄວ້ໃນສັນຍານັ້ນກໍໃຫ້ປະຕິບັດຕາມການສະເໜີຂອງຜູ້ໃຫ້ຢືມ ຊຶ່ງໄດ້ບົ່ງໄວ້ໃນມາດຕາ19 ຂອງກົດຫມາຍສະບັບນີ້.

ໃນສັນຍາກູ້ຢືມອາດຈະບົ່ງບອກເຖິງຈຸດປະສົງຂອງການນຳໃຊ້ເງິນຫລືຊັບສິ່ງຂອງທີ່ກູ້ຢືມນັ້ນ ແລະຜູ້ກູ້ຢືມກໍຕ້ອງນຳໃຊ້ເງິນ ແລະ ຊັບສິ່ງຂອງດັ່ງກ່າວ ຕາມທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາ.

ການກູ້ຢືມເງິນ ຫລືຊັບສິ່ງຂອງຈະມີດອກເບັ້ງໄດ້ກໍຕໍ່ເມື່ອຫາກໄດ້ບົ່ງໄວ້ໃນສັນຍາເທົ່ານັ້ນ.

ດອກເບັ້ງຂອງການກູ້ຢືມເງິນຈາກທະນາຄານໃຫ້ປະຕິບັດຕາມລະບຽບການຂອງທະນາຄານທີ່ໃຫ້ກູ້ຢືມເງິນນັ້ນ.

ນອກຈາກການກູ້ຢືມເງິນຈາກທະນາຄານແລ້ວການຄິດໄລ່ດອກເບັ້ງແມ່ນບໍ່ໃຫ້ສູງກວ່າດອກເບັ້ງທະນາຄານສາມສ່ວນຮ້ອຍ ຕໍ່ປີ.

ໃນການກູ້ຢືມນັ້ນ ບໍ່ໃຫ້ເອົາດອກເບັ້ງມາເປັນຕົ້ນທຶນ ແລະ ບໍ່ໃຫ້ດອກເບັ້ງນັ້ນກາຍເປັນຕົ້ນທຶນ.

ໃນເມື່ອຮອດກຳນົດເວລາໃຊ້ແທນຕາມທີ່ໄດ້ຕົກລົງກັນໄວ້ໃນສັນຍາແລ້ວ ຖ້າວ່າຜູ້ໃຫ້ຢືມຫາກບໍ່ຍອມຮັບເອົາເງິນຫລືຊັບສິ່ງຂອງຈາກຜູ້ກູ້ຢືມໃນກໍລະນີນັ້ນກໍຈະບໍ່ມີການຄິດໄລ່ດອກເບັ້ງໃຫ້ຕໍ່ໄປ.

ສຳລັບການກູ້ຢືມເງິນກັບຕ່າງປະເທດນັ້ນການຄິດໄລ່ດອກເບັ້ງໃຫ້ອີງຕາມການຕົກລົງຂອງຄູ່ສັນຍາ.

ມາດຕາ 47. ຄວາມຮັບຜິດຊອບຂອງຄູ່ຜິວເມັງຕໍ່ໜີ້ສິນ

ຄູ່ຜິວເມັງຫລືຝ່າຍໃດຝ່າຍໜຶ່ງຕ້ອງຮັບຜິດຊອບຕໍ່ການກູ້ຢືມເງິນ ຫລືຊັບສິ່ງຂອງໃນກໍລະນີດັ່ງນີ້:

ຜິວ ແລະ ເມັງ ໄດ້ພ້ອມກັນກູ້ຢືມເງິນ ຫລື ຊັບສິ່ງຂອງນັ້ນ;

ຜົວ ຫລື ເມັງ ໄດ້ກູ້ຢືມເງິນ ຫລື ຊັບສິ່ງຂອງແຕ່ຝ່າຍດຽວເພື່ອມາໃຊ້ຈ່າຍໃນຄອບຄົວ;  
ຜົວ ຫລື ເມັງ ໄດ້ກູ້ຢືມເງິນ ຫລື ຊັບສິ່ງຂອງແຕ່ຝ່າຍດຽວເພື່ອຜົນປະໂຫຍດສ່ວນຕົວ  
ຂອງຜູ້ກ່ຽວເອງ. ໃນກໍລະນີນີ້ ຜົວ ຫລື ເມັງ ທີ່ໄດ້ແທນໜີ້ສິນນັ້ນ ກໍ່ມີສິດໄດ້ຮັບການທົດແທນຄືນ  
ໃນເວລາແບ່ງປັນສິນສົມສ້າງ.

**ມາດຕາ 48. ສັນຍາຢືມຊັບສິ່ງຂອງໄປໃຊ້**

ສັນຍາຢືມຊັບສິ່ງຂອງໄປໃຊ້ ແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຜູ້ໃຫ້ຢືມໄດ້ມອບຊັບ  
ສິ່ງຂອງໃຫ້ແກ່ຜູ້ຢືມໄປໃຊ້ໂດຍບໍ່ຄິດຄ່າແລະຜູ້ຢືມຕ້ອງສົ່ງຊັບສິ່ງຂອງດັ່ງກ່າວຄືນໃຫ້ແກ່ເຈົ້າ  
ຂອງຊັບໃນສະພາບເດີມ ຕາມກຳນົດເວລາທີ່ໄດ້ຕົກລົງກັນ.

ໃນກໍລະນີທີ່ຊັບສິ່ງຂອງທີ່ໄດ້ຢືມໄປໃຊ້ນັ້ນຫາກຖືກເສັງ  
ຫາຍ, ເປ່ເພໃນເວລາທີ່ຢືມໄປແລ້ວຜູ້ ຢືມຕ້ອງຮັບຜິດຊອບ ເວັ້ນເສັງແຕ່ໄດ້ມີການຕົກລົງກັນຢ່າງ  
ອື່ນໄວ້ໃນສັນຍາ.

ຖ້າວ່າບໍ່ມີຄວາມສາມາດສົ່ງຊັບສິ່ງຂອງທີ່ຢືມໄປໃຊ້ນັ້ນຄືນໃຫ້ແກ່ເຈົ້າຂອງຊັບໄດ້ຜູ້ຢືມ  
ອາດຈະໃຊ້ແທນດ້ວຍເງິນຫລືຊັບສິ່ງຂອງອື່ນກໍ່ໄດ້ຕາມຄວາມເຫັນດີຂອງຜູ້ໃຫ້ຢືມແລະຕາມລາ  
ຄາໃນທ້ອງຕະຫລາດໃນເວລານັ້ນ.

**ໝວດທີ 4  
ສັນຍາເຊົ່າຊັບສິ່ງຂອງ**

**ມາດຕາ 49. ສັນຍາເຊົ່າຊັບສິ່ງຂອງ**

ສັນຍາເຊົ່າຊັບສິ່ງຂອງແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຜູ້ໃຫ້ເຊົ່າໄດ້ມອບຊັບສິ່ງຂອງທີ່  
ເປັນກຳມະສິດຂອງຕົນໃຫ້ຜູ້ເຊົ່ານຳໃຊ້ຊົ່ວຄາວແລະຜູ້ເຊົ່າຕ້ອງຈ່າຍຄ່າເຊົ່າຕາມລາຄາແລະກຳ  
ນົດເວລາທີ່ໄດ້ຕົກລົງກັນ.

ສັນຍາເຊົ່າຊັບສິ່ງຂອງອາດຈະເຮັດຂຶ້ນໂດຍບໍ່ມີກຳນົດເວລາ. ໃນກໍລະນີນີ້ຜູ້ໃຫ້ເຊົ່າ  
ຫລືຜູ້ເຊົ່າກໍ່ມີສິດຍົກເລີກສັນຍາໄດ້ທຸກເວລາແຕ່ຕ້ອງແຈ້ງໃຫ້ຄູ່ສັນຍາຊາບລ່ວງໜ້າກ່ອນສາມ  
ເດືອນ ສຳລັບຊັບຄົງທີ່ເຊັ່ນ: ເຮືອນ, ອາຄານ ແລະ ຫນຶ່ງເດືອນສຳລັບການເຊົ່າຊັບເຄື່ອນທີ່  
ເຊັ່ນ: ລົດ, ເຮືອ, ສັດ.

ກ່ອນຈະມອບຊັບສິ່ງຂອງໃຫ້ເຊົ່ານັ້ນຜູ້ໃຫ້ເຊົ່າຕ້ອງແຈ້ງຂໍ້ບົກຜ່ອງຫລືຈຸດພິເສດຂອງຊັບ  
ສິ່ງຂອງນັ້ນໃຫ້ຜູ້ເຊົ່າຊາບ.

ໃນກໍລະນີທີ່ຜູ້ໃຫ້ເຂົ້າຫາກບໍ່ໄດ້ແຈ້ງຂໍ້ບົກຜ່ອງຫລືຈຸດພິເສດຂອງຊັບສິ່ງຂອງນັ້ນແລ້ວ ຖ້າຫາກມີການເສັງຫາຍ ຫລື ເປ່ເພ ຍ້ອນສາເຫດດັ່ງກ່າວນັ້ນ ຜູ້ເຂົ້າກໍຈະບໍ່ມີຄວາມຮັບຜິດຊອບ ແຕ່ຢ່າງໃດ.

**ມາດຕາ 50. ການຈ່າຍຄ່າເຂົ້າຊັບສິ່ງຂອງ**

ໃນການເຂົ້າຊັບສິ່ງຂອງນັ້ນຜູ້ເຂົ້າອາດຈະຈ່າຍເງິນຄ່າເຂົ້າເປັນມື້, ເປັນອາທິດ, ເປັນ ເດືອນ, ເປັນປີຫລືຈ່າຍລ່ວງໜ້າກ່ອນກໍໄດ້. ໃນກໍລະນີທີ່ຜູ້ເຂົ້າໄດ້ຈ່າຍລ່ວງໜ້າໄປແລ້ວຫາກມີ ການຍົກເລີກສັນຍາກ່ອນກໍານົດເວລາຜູ້ໃຫ້ເຂົ້າຕ້ອງສົ່ງເງິນຄ່າເຂົ້າສ່ວນທີ່ເຫລືອ ຊຶ່ງໄດ້ຈ່າຍ ລ່ວງໜ້ານັ້ນຄືນ ແລະຜູ້ກ່ຽວກໍມີສິດທາງເອົາຄ່າເສັງຫາຍຈາກຜູ້ເຂົ້າທີ່ໄດ້ລະເມີດສັນຍານັ້ນ ໄດ້.

ໃນກໍລະນີທີ່ຜູ້ໃຫ້ເຂົ້າ ຫາກລະເມີດສັນຍາ ຜູ້ເຂົ້າມີສິດທາງເອົາເງິນຄ່າເຂົ້າ ສ່ວນທີ່ ເຫລືອ ຊຶ່ງໄດ້ຈ່າຍລ່ວງໜ້າໄປແລ້ວນັ້ນ ພ້ອມທັງຄ່າເສັງຫາຍຈາກຜູ້ໃຫ້ເຂົ້າອີກດ້ວຍ.

**ມາດຕາ 51. ການນຳໃຊ້ ແລະ ການສ້ອມແປງຊັບສິ່ງຂອງທີ່ເຂົ້າ**

ຜູ້ເຂົ້າຕ້ອງນຳໃຊ້ຊັບສິ່ງຂອງທີ່ເຂົ້ານັ້ນໃຫ້ສອດຄ່ອງກັບສັນຍາແລະຄຸນປະໂຫຍດຂອງ ຊັບສິ່ງຂອງທີ່ເຂົ້າ, ຄຸ້ມຄອງ, ຮັກສາໃຫ້ຢູ່ໃນສະພາບອັນເໝາະສົມແລະສິ່ງຊັບສິ່ງຂອງນັ້ນຄືນ ໃຫ້ແກ່ຜູ້ໃຫ້ເຂົ້າໃນສະພາບເດີມ ພາຍຫລັງທີ່ສັນຍານັ້ນໄດ້ສິ້ນສຸດລົງ. ຜູ້ເຂົ້າຕ້ອງຮັບຜິດຊອບຕໍ່ ການເສັງຫາຍ ຫລື ເປ່ເພທີ່ເນື່ອງມາຈາກຄວາມຜິດຂອງຜູ້ກ່ຽວ.

ໃນການນຳໃຊ້ຊັບສິ່ງຂອງທີ່ເຂົ້ານັ້ນອາດຈະມີການສ້ອມແປງຊຶ່ງຕົກເປັນພາລະຂອງຜູ້ ເຂົ້າ ຫລື ຜູ້ໃຫ້ເຂົ້າ.

ຖ້າຫາກແມ່ນການສ້ອມແປງນ້ອຍເຊັ່ນ: ແປງກະແຈ, ຢາເຮືອນຮົ່ວ, ຈອດຕີນລົດ ກໍຈະ ຕົກເປັນພາລະຂອງຜູ້ເຂົ້າ.

ສ່ວນການສ້ອມແປງໃຫຍ່ເຊັ່ນ: ຮີ້ຫລັງຄາເຮືອນ, ຍົກຈັກລົດ ນັ້ນກໍຈະຕົກເປັນພາລະ ຂອງຜູ້ໃຫ້ເຂົ້າ.

**ມາດຕາ 52. ການປ່ຽນເຈົ້າກຳມະສິດໃນຊັບສິ່ງຂອງທີ່ເຂົ້າ**

ໃນກໍລະນີທີ່ຜູ້ໃຫ້ເຂົ້າຫາກໄດ້ມອບ ຫລື ຂາຍຊັບສິ່ງຂອງທີ່ເຂົ້ານັ້ນໃຫ້ແກ່ບຸກຄົນອື່ນ ສັນຍາເຂົ້າຊັບສິ່ງຂອງນັ້ນກໍຍັງມີຜົນໃຊ້ໄດ້ສຳລັບເຈົ້າກຳມະສິດຜູ້ໃຫມ່ແຕ່ຜູ້ໃຫ້ເຂົ້າຕ້ອງແຈ້ງ ໃຫ້ແກ່ເຈົ້າກຳມະສິດຜູ້ໃຫມ່ຊາບກ່ອນ ວ່າຊັບສິ່ງຂອງດັ່ງກ່າວ ຍັງຢູ່ໃນການນຳໃຊ້ຂອງບຸກຄົນ ອື່ນ.

**ຫມວດທີ 5**  
**ສັນຍາຝາກຊັບສິ່ງຂອງ**

**ມາດຕາ 53. ສັນຍາຝາກຊັບສິ່ງຂອງ**

ສັນຍາຝາກຊັບສິ່ງຂອງແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຜູ້ຝາກໄດ້ມອບຊັບສິ່ງຂອງໃຫ້ແກ່ຜູ້ຮັບຝາກເພື່ອປົກປັກຮັກສາແລະຜູ້ຮັບຝາກຕ້ອງສົ່ງຊັບສິ່ງຂອງດັ່ງກ່າວຄືນໃນສະພາບເດີມໃຫ້ແກ່ຜູ້ຝາກ ເມື່ອຜູ້ກ່ຽວຫາກທວງຖາມເອົາ.

ໃນການຝາກຊັບສິ່ງຂອງນັ້ນອາດຈະມີການຈ່າຍ ຫລື ບໍ່ມີການຈ່າຍຄ່າຝາກກໍໄດ້ ແລ້ວແຕ່ຄູ່ສັນຍາຈະຕົກລົງກັນ ຫລື ຕາມລະບຽບການສະເພາະ.

ໃນກໍລະນີທີ່ການຝາກຊັບສິ່ງຂອງຫາກມີກຳນົດເວລາຜູ້ຮັບຝາກບໍ່ມີສິດຈະສົ່ງຊັບສິ່ງຝາກນັ້ນຄືນກ່ອນກຳນົດເວລາໄດ້ ເວັ້ນເສຍແຕ່ໃນກໍລະນີຈຳເປັນ ແຕ່ຜູ້ຝາກຈະນຳເອົາຊັບສິ່ງຂອງທີ່ຝາກນັ້ນຄືນກ່ອນກຳນົດເວລາກໍໄດ້. ການຈ່າຍຄ່າຝາກຊັບສິ່ງຂອງນັ້ນຈະຄິດໄລ່ຕາມກຳນົດເວລາຝາກຕົວຈິງ ເວັ້ນເສຍແຕ່ຫາກໄດ້ຕົກລົງກັນຢ່າງອື່ນໄວ້ໃນສັນຍາ.

ຖ້າວ່າການຝາກຊັບສິ່ງຂອງຫາກບໍ່ມີກຳນົດເວລາຜູ້ຝາກຈະເອົາຊັບສິ່ງຂອງທີ່ຝາກນັ້ນຄືນໃນເວລາໃດກໍໄດ້ ແລະ ຜູ້ຮັບຝາກກໍມີສິດທວງໃຫ້ຜູ້ຝາກຮັບເອົາຊັບສິ່ງຂອງ ຂອງຕົນຄືນໃນເວລາອື່ນເໝາະສົມ.

**ມາດຕາ 54. ພັນທະຂອງຜູ້ຮັບຝາກ**

ຜູ້ຮັບຝາກມີພັນທະປົກປັກຮັກສາບໍ່ໃຫ້ຊັບສິ່ງຂອງທີ່ຝາກນັ້ນຖືກເສຍຫາຍ, ເປ່ເພ ຫລື ເສຍ ຄຸນ ນະພາບ, ສົ່ງຊັບສິ່ງຂອງທີ່ຝາກນັ້ນຄືນໃຫ້ແກ່ຜູ້ຝາກໃນສະພາບເດີມ.

ຜູ້ຮັບຝາກບໍ່ມີສິດນຳໃຊ້ຊັບສິ່ງຂອງທີ່ຝາກນັ້ນ ຫລື ມອບຊັບສິ່ງຂອງດັ່ງກ່າວໃຫ້ຜູ້ອື່ນປົກປັກຮັກສາແທນ ເວັ້ນເສຍແຕ່ໄດ້ຮັບອະນຸຍາດຈາກເຈົ້າຂອງຊັບສິ່ງຂອງເທົ່ານັ້ນ. ຖ້າວ່າຊັບສິ່ງຂອງທີ່ຝາກຫາກເກີດຫມາກຜົນສິ່ງໃດສິ່ງໜຶ່ງຂຶ້ນຫມາກຜົນທີ່ເກີດນັ້ນກໍຈະຕົກເປັນຂອງຜູ້ຝາກ.

ໃນເມື່ອຊັບສິ່ງຂອງທີ່ຝາກຫາກມີການເສຍຫາຍ, ເປ່ເພ ຫລື ເສຍຄຸນນະພາບແລ້ວ ຜູ້ຮັບຝາກຕ້ອງແຈ້ງໃຫ້ຜູ້ຝາກນັ້ນຊາບໃນທັນໃດ.

ຜູ້ຮັບຝາກຕ້ອງຮັບຜິດຊອບຕໍ່ການເສຍຫາຍດັ່ງກ່າວ ເວັ້ນເສຍແຕ່ການເສຍຫາຍນັ້ນ ຫາກເກີດຂຶ້ນຍ້ອນເຫດບັງເອີນ ຫລື ເຫດສຸດວິໄສເທົ່ານັ້ນ.

**ມາດຕາ 55. ພັນທະຂອງຜູ້ຝາກ**

ຜູ້ຝາກມີພັນທະແຈ້ງຂໍ້ບົກຟ່ອງຫລືຈຸດພິເສດຂອງຊັບສິ່ງຂອງທີ່ຝາກນັ້ນໃຫ້ຜູ້ຮັບຝາກ ຊາບແລ້ວຄູ່ສັນຍາທັງສອງຝ່າຍຈຶ່ງພ້ອມກັນກວດກາເບິ່ງສະພາບຕົວຈິງຂອງຊັບສິ່ງຂອງນັ້ນ.

ຖ້າວ່າຜູ້ຝາກຫາກບໍ່ໄດ້ແຈ້ງຈຸດພິເສດຂອງຊັບສິ່ງຂອງນັ້ນໃຫ້ຜູ້ຮັບຝາກຊາບຊຶ່ງພາໃຫ້ມີ ການເສັງຫາຍແກ່ຜູ້ຮັບຝາກ ຫລື ຊັບສິ່ງຂອງທີ່ຝາກນັ້ນແລ້ວ ຜູ້ຝາກຕ້ອງຮັບຜິດຊອບຕໍ່ການເສັງ ຫາຍທີ່ເກີດຂຶ້ນ.

ຜູ້ຝາກຕ້ອງຮັບເອົາຊັບສິ່ງຂອງຕາມກຳນົດເວລາແລະຈ່າຍຄ່າຝາກຖ້າຫາກວ່າມີການ ຕົກລົງກັນ.

ຖ້າວ່າຄູ່ສັນຍາຫາກໄດ້ຕົກລົງຈ່າຍຄ່າຝາກນັບແຕ່ມື້ທີ່ໄດ້ເຊັນສັນຍາເປັນຕົ້ນໄປການ ຊັກຊ້າໃນການມອບຊັບສິ່ງຂອງເພື່ອຝາກນັ້ນກໍຈະຕົກເປັນຄວາມຮັບຜິດຊອບຂອງຜູ້ຝາກເອງ.

ນອກຈາກນີ້ຜູ້ຝາກຍັງຈະຕ້ອງຮັບຜິດຊອບຕໍ່ການຊັກຊ້າໃນການຮັບເອົາຊັບສິ່ງຂອງນັ້ນ ຄືນ.

ໃນເມື່ອຜູ້ຮັບຝາກຫາກໄດ້ໃຊ້ຈ່າຍໃນການປົກປັກຮັກສາຊັບສິ່ງຂອງນັ້ນແລ້ວຜູ້ຝາກກໍ ຕ້ອງທົດແທນຄ່າໃຊ້ຈ່າຍນັ້ນ.

ໃນກໍລະນີທີ່ຊັບສິ່ງຂອງທີ່ຝາກນັ້ນຫາກມີລັກສະນະປ່ຽນຮູບ,ເສັງຄຸນນະພາບໄວ ແລະ ຜູ້ຝາກບໍ່ມາຮັບເອົາຕາມກຳນົດເວລາແລ້ວ ຜູ້ຮັບຝາກມີສິດ ຂາຍຊັບສິ່ງຂອງດັ່ງກ່າວ ແລະ ຫັກ ເອົາຄ່າຝາກ ສ່ວນເງິນທີ່ຍັງເຫລືອນັ້ນຕ້ອງໃຫ້ສິ່ງຄືນໃຫ້ຜູ້ຝາກ.

**ຫມວດທີ 6**

**ສັນຍາມອບຫມາຍ**

**ມາດຕາ 56. ສັນຍາມອບຫມາຍ**

ສັນຍາມອບຫມາຍແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາ ຊຶ່ງຜູ້ຮັບມອບຫມາຍຕ້ອງເຮັດສິ່ງໃດ ສິ່ງໜຶ່ງ ໃນນາມ ແລະ ດ້ວຍທຶນຂອງຜູ້ມອບຫມາຍ. ຜູ້ມອບຫມາຍມີພັນທະຈ່າຍຄ່າຕອບແທນ ໃຫ້ຜູ້ຮັບມອບຫມາຍ ຖ້າຫາກວ່າໄດ້ບົ່ງໄວ້ໃນສັນຍາ ຫລື ກົດຫມາຍ.

ຜູ້ຮັບມອບຫມາຍຈະເຮັດສິ່ງໃດສິ່ງໜຶ່ງຕາມການມອບຫມາຍໄດ້ກໍຕໍ່ເມື່ອຫາກມີໃບ ມອບສັນທະເທົ່ານັ້ນເວັ້ນເສັງແຕ່ໄດ້ເຮັດສິ່ງໃດສິ່ງໜຶ່ງທີ່ມີຄວາມສຳຄັນເລັກນ້ອຍເທົ່ານັ້ນ.

ການມອບຫມາຍໃຫ້ຜູ້ຮັບມອບຫມາຍນັ້ນ ໃຫ້ເຮັດເປັນລາຍລັກອັກສອນ ແລະ ບໍ່ໃຫ້ ເກີນສາມປີ.ຖ້າວ່າກຳນົດເວລາຂອງການມອບຫມາຍຫາກບໍ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາມອບ ຫມາຍແລ້ວການມອບຫມາຍກໍຈະມີຜົນບັງຄັບໃຊ້ໄດ້ພາຍໃນກຳນົດໜຶ່ງປີນັບແຕ່ມື້ທີ່ໄດ້ເຮັດ ໃບມອບສັນທະນັ້ນເປັນຕົ້ນໄປ.

ພໍ່ແມ່ ຫລື ຜູ້ປົກຄອງເດັກທີ່ຍັງບໍ່ທັນເຖິງກະສຽນອາຍຸ, ຜົວ ຫລື ແມ່ຈະເຮັດສິ່ງໃດສິ່ງໜຶ່ງແທນກັນໂດຍບໍ່ມີໃບມອບສັນທະກໍໄດ້.

**ມາດຕາ 57. ພັນທະຂອງຜູ້ຮັບມອບຫມາຍ**

ຜູ້ຮັບມອບຫມາຍມີພັນທະປະຕິບັດການມອບຫມາຍນັ້ນດ້ວຍຕົນເອງຢ່າງສອດຄ່ອງກັບຄຳແນະນຳຂອງຜູ້ມອບຫມາຍ ແລະປະຕິບັດດ້ວຍຄວາມຈິງໃຈເໝືອນດັ່ງວຽກງານຂອງຕົນເອງ. ຖ້າວ່າຜູ້ຮັບມອບຫມາຍ ຫາກບໍ່ສາມາດປະຕິບັດດ້ວຍຕົນເອງ ໄດ້ຍ້ອນສາເຫດພາວະວິໄສແລ້ວ ຜູ້ກ່ຽວກຳມິສິດມອບການມອບຫມາຍ ໃຫ້ບຸກຄົນອື່ນປະຕິບັດແທນຕົນກໍໄດ້ ແຕ່ຕ້ອງໄດ້ແຈ້ງກ່ຽວກັບບຸກຄະລິກກະພາບ,ຄວາມສາມາດຂອງບຸກຄົນທີ່ຈະປະຕິບັດແທນນັ້ນໃຫ້ຜູ້ມອບຫມາຍຊາບໃນທັນໃດ ເພື່ອຂໍຄວາມເຫັນດີຈາກຜູ້ກ່ຽວ ຖ້າບໍ່ດັ່ງນັ້ນ ຜູ້ຮັບມອບຫມາຍກໍຈະຮັບຜິດຊອບຕໍ່ການເສັຽຫາຍທີ່ເກີດຂຶ້ນແກ່ຜູ້ມອບຫມາຍຍ້ອນການກະທຳຂອງບຸກຄົນນັ້ນ.ຜູ້ຮັບມອບຫມາຍຍັງມີພັນທະລາຍງານ ແລະ ມອບສິ່ງຂອງ, ເງິນ ຫລື ເອກະສານທີ່ຮັບຈາກການປະຕິບັດການມອບຫມາຍນັ້ນ ໃຫ້ຜູ້ມອບຫມາຍໂດຍທັນທີ.

ໃນກໍລະນີ ທີ່ຜູ້ຮັບມອບຫມາຍຫາກໄດ້ກໍ່ຄວາມເສັຽຫາຍໃຫ້ແກ່ຜູ້ມອບຫມາຍ ໃນການປະຕິບັດວຽກງານທີ່ຕົນໄດ້ມອບຫມາຍນັ້ນຜູ້ກ່ຽວຕ້ອງຮັບຜິດຊອບໃຊ້ແທນຄ່າເສັຽຫາຍໃຫ້ແກ່ຜູ້ມອບຫມາຍ.

**ມາດຕາ 58. ພັນທະຂອງຜູ້ມອບຫມາຍ**

ຜູ້ມອບຫມາຍຕ້ອງຮັບປະກັນວັດຖຸສິ່ງຂອງທີ່ຈຳເປັນໃຫ້ແກ່ຜູ້ຮັບມອບຫມາຍເພື່ອປະຕິບັດວຽກງານຂອງຕົນ,ຕ້ອງຮັບຮູ້ວຽກງານທີ່ຜູ້ຮັບມອບຫມາຍໄດ້ປະຕິບັດມາແລ້ວໃນຂອບເຂດການມອບຫມາຍຂອງຕົນ, ຕ້ອງຈ່າຍຄ່າຕອບແທນໃຫ້ຜູ້ຮັບມອບຫມາຍໃນກໍລະນີທີ່ໄດ້ບົ່ງໄວ້ໃນສັນຍາແລະຮັບຮູ້ການໃຊ້ຈ່າຍຂອງຜູ້ຮັບມອບຫມາຍໃນການປະຕິບັດວຽກງານ.ຜູ້ມອບຫມາຍມີສິດບໍ່ຮັບເອົາວຽກງານທີ່ຜູ້ຮັບມອບຫມາຍໄດ້ປະຕິບັດໂດຍບໍ່ສອດຄ່ອງກັບຄຳແນະນຳຫລືເກີນຂອບເຂດຂອງການມອບຫມາຍ.

ຖ້າວ່າຜູ້ມອບຫມາຍຫາກບໍ່ຮັບຮູ້ວຽກງານທີ່ຜູ້ຮັບມອບຫມາຍໄດ້ປະຕິບັດໂດຍສອດຄ່ອງກັບການມອບຫມາຍລວມທັງການໃຊ້ຈ່າຍໃນການປະຕິບັດວຽກງານນັ້ນຜູ້ມອບຫມາຍຕ້ອງຮັບຜິດຊອບໃຊ້ແທນຄ່າເສັຽຫາຍທັງຫມົດ.

**ຫມວດທີ 7**

**ສັນຍາບໍລິການ**

**ມາດຕາ 59. ສັນຍາບໍລິການ**

ສັນຍາບໍລິການແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາ ຊຶ່ງຜູ້ບໍລິການຕ້ອງຮັບໃຊ້, ເຮັດ ຫລື ສ້າງສິ່ງໃດສິ່ງໜຶ່ງຕາມຄວາມຕ້ອງການຂອງຜູ້ໃຊ້ບໍລິການແລະຜູ້ໃຊ້ບໍລິການຕ້ອງຈ່າຍຄ່າບໍລິການນັ້ນຕາມລາຄາທີ່ໄດ້ຕົກລົງກັນ.

ຜູ້ບໍລິການມີພັນທະມອບສິ່ງຂອງທີ່ຕົນໄດ້ເຮັດຫລືສ້າງສໍາເລັດແລ້ວນັ້ນໃຫ້ແກ່ຜູ້ໃຊ້ບໍລິການ ຕາມກຳນົດເວລາ ແລະ ຮັບປະກັນຄຸນນະພາບ.

ໃນກໍລະນີທີ່ຜູ້ບໍລິການ ຫາກໄດ້ເຮັດ ຫລື ສ້າງໂດຍບໍ່ມີຄຸນນະພາບແລ້ວ ຜູ້ໃຊ້ບໍລິການຈະບໍ່ຮັບເອົາການບໍລິການນັ້ນກໍໄດ້. ຜູ້ບໍລິການກໍບໍ່ມີສິດທວງເອົາຄ່າບໍລິການ ແລະ ຈະຕ້ອງໄດ້ໃຊ້ແທນຄ່າວັດຖຸປະກອນ ຖ້າວ່າວັດຖຸປະກອນນັ້ນ ຫາກແມ່ນຜູ້ໃຊ້ບໍລິການເປັນຜູ້ຈັດຫາໃຫ້.

ຜູ້ໃຊ້ບໍລິການມີພັນທະຮັບເອົາສິ່ງຂອງທີ່ຜູ້ບໍລິການໄດ້ເຮັດ ຫລື ສ້າງສໍາເລັດແລ້ວ ພ້ອມທັງຈ່າຍຄ່າບໍລິການນັ້ນ.

ຖ້າວ່າຜູ້ໃຊ້ບໍລິການຫາກເປັນຜູ້ຈັດຫາວັດຖຸປະກອນທີ່ບໍ່ມີຄຸນນະພາບມາໃຫ້ແລະຜູ້ບໍລິການກໍໄດ້ແຈ້ງຂໍບົກຜ່ອງຂອງວັດຖຸປະກອນນັ້ນໃຫ້ແກ່ຜູ້ກ່ຽວຂ້າງແລ້ວຜູ້ໃຊ້ບໍລິການກໍຈະໄດ້ຮັບຜິດຊອບເອົາເອງ ແລະ ຍັງຈະໄດ້ຈ່າຍຄ່າບໍລິການອີກດ້ວຍ. ໃນກໍລະນີທີ່ຜູ້ໃຊ້ບໍລິການຫາກຕ້ອງການປ່ຽນຜູ້ບໍລິການຄົນໃໝ່ ຜູ້ໃຊ້ບໍລິການຕ້ອງໄດ້ຈ່າຍຄ່າບໍລິການຄົນເກົ່າ ທີ່ໄດ້ເຮັດ ຫລື ສ້າງສິ່ງຂອງນັ້ນໄປສ່ວນໃດສ່ວນໜຶ່ງແລ້ວ.

**ຫມວດທີ 8**  
**ສັນຍາຮັບເໝົາກໍ່ສ້າງ**

**ມາດຕາ 60. ສັນຍາຮັບເໝົາກໍ່ສ້າງ**

ສັນຍາຮັບເໝົາກໍ່ສ້າງ ແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາ ຊຶ່ງຜູ້ຮັບເໝົາຕ້ອງກໍ່ສ້າງສິ່ງໃດສິ່ງໜຶ່ງອັນແມ່ນອນຕາມໂຄງການຂອງເຈົ້າຂອງໂຄງການດ້ວຍວັດຖຸປະກອນຂອງເຈົ້າຂອງໂຄງການ ຫລື ຂອງຕົນເອງ. ສ່ວນເຈົ້າຂອງໂຄງການນັ້ນຕ້ອງຮັບເອົາ ແລະ ຈ່າຍຄ່າສິ່ງທີ່ກໍ່ສ້າງຊຶ່ງໄດ້ເຮັດແລ້ວນັ້ນ.

ຜູ້ຮັບເໝົາມີສິດສະເໜີໃຫ້ເຈົ້າຂອງໂຄງການຮູ້ວ່າຕົນບໍ່ສາມາດປະຕິບັດຄຳແນະນຳ ຫລື ໃຊ້ວັດຖຸປະກອນ ຫລື ພາຫະນະຂອງເຈົ້າຂອງໂຄງການທີ່ບໍ່ຖືກຕ້ອງຕາມມາດຕະຖານ.

ຖ້າວ່າເຈົ້າຂອງໂຄງການຫາກບໍ່ໄດ້ແກ້ໄຂພາຍໃນກຳນົດອັນເໝາະສົມແລ້ວຜູ້ຮັບເໝົາມີສິດຂໍຍົກເລີກສັນຍາ ແລະ ທວງເອົາຄ່າເສັງຫາຍ.

ໃນກໍລະນີທີ່ວັດຖຸປະກອນ ຫລື ພາຫະນະຫາກເປັນຂອງເຈົ້າຂອງໂຄງການແລ້ວ ຜູ້ຮັບເໝົາຕ້ອງນຳໃຊ້ໃຫ້ຖືກຕ້ອງ. ຖ້າວ່າການນຳໃຊ້ຫາກບໍ່ຖືກຕ້ອງແລ້ວ ຜູ້ກ່ຽວຕ້ອງຮັບຜິດຊອບນອກຈາກນີ້ກໍຍັງມີພັນທະມອບບັນຊີ ກ່ຽວກັບການນຳໃຊ້ວັດຖຸປະກອນ ແລະ ສິ່ງວັດຖຸປະກອນທີ່ຍັງເຫລືອຄົນໃຫ້ແກ່ເຈົ້າຂອງໂຄງການ.

ເຈົ້າຂອງໂຄງການມີສິດກວດກາເບິ່ງສິ່ງທີ່ໄດ້ກໍ່ສ້າງ. ຖ້າວ່າສິ່ງທີ່ໄດ້ກໍ່ສ້າງນັ້ນຫາກບໍ່ໄດ້ປະຕິບັດຫລືປະຕິບັດບໍ່ຖືກຕ້ອງຕາມເງື່ອນໄຂຂອງສັນຍາອັນພາໃຫ້ສິ່ງທີ່ກໍ່ສ້າງນັ້ນບໍ່ໄດ້ມາດ

ຕະຖານ ຫລື ເປ່ເພແລ້ວ ເຈົ້າຂອງໂຄງການມີສິດຮ້ອງຂໍໃຫ້ແກ້ໄຂ ຫລື ປົວແປງພາຍໃນກຳນົດ ເວລາອັນຄວນຫລື ຫວງເອົາຄ່າເສັງຫາຍ ຖ້າວ່າການໃຊ້ຈ່າຍໃນການປົວແປງນັ້ນ ຫາກເປັນວັດ ຖູປະກອນ ຫລື ພາຫະນະຂອງຕົນເອງ. ໃນກໍລະນີພິເສດນັ້ນ ເຈົ້າຂອງໂຄງການອາດຈະຂໍລົບ ລ້າງສັນຍາ ແລະ ຫວງເອົາຄ່າເສັງຫາຍກໍໄດ້.

ວັດຖຸປະກອນຫລືພາຫະນະທີ່ເຈົ້າຂອງໂຄງການເປັນຜູ້ຈັດຫາໃຫ້ນັ້ນຕ້ອງໃຫ້ມີຄຸນນະ ພາບ, ຖືກຕ້ອງຕາມມາດຕະຖານ ແລະ ໃຫ້ທັນຕາມກຳນົດເວລາ.

**ມາດຕາ 61. ການຮັບປະກັນ ຄຸນນະພາບຂອງສິ່ງທີ່ກໍ່ສ້າງ**

ຜູ້ຮັບເໝົາຕ້ອງຮັບປະກັນສິ່ງທີ່ກໍ່ສ້າງຕາມລະບຽບຂອງການກໍ່ສ້າງ.

ພາຍຫລັງທີ່ເຈົ້າຂອງໂຄງການໄດ້ຮັບເອົາສິ່ງທີ່ກໍ່ສ້າງແລ້ວຫາກຍັງເຫັນວ່າມີສິ່ງບົກຜ່ອງ ໃນການກໍ່ສ້າງນັ້ນເຈົ້າຂອງໂຄງການມີສິດຫວງໃຫ້ຜູ້ຮັບເໝົາທຳການສ້ອມແປງຄືນໂດຍບໍ່ເສັງ ຄ່າສ້ອມແປງແຕ່ຢ່າງໃດ ຖ້າວ່າກຳນົດເວລາຮັບປະກັນນັ້ນຫາກຍັງບໍ່ທັນໄດ້ສິ້ນສຸດ.

**ຫມວດທີ 9**

**ສັນຍາຂົນສົ່ງ**

**ມາດຕາ 62. ສັນຍາຂົນສົ່ງ**

ສັນຍາຂົນສົ່ງແມ່ນການຕົກລົງຂອງຄູ່ສັນຍາຊຶ່ງຝ່າຍໜຶ່ງແມ່ນຜູ້ຂົນສົ່ງເປັນຜູ້ຮັບຜິດ ຊອບນຳສິ່ງຜູ້ໂດຍສານ, ເຄື່ອງບັນທຸກ ຫລື ສິນຄ້າໄປຮອດຈຸດຫມາຍ ຫລື ຕາມຈຸດປະສົງຂອງ ອີກຝ່າຍໜຶ່ງ.

ການຂົນສົ່ງອາດຈະເຮັດຂຶ້ນໂດຍ ທາງບົກ, ທາງນໍ້າ ຫລື ທາງອາກາດແລະ ໃຫ້ປະຕິ ບັດຕາມລະບຽບການສະເພາະ.

ຜູ້ຂົນສົ່ງມີພັນທະສົ່ງຜູ້ໂດຍສານໄປຮອດຈຸດຫມາຍຢ່າງປອດໄພ, ນຳສົ່ງເຄື່ອງບັນທຸກ ຫລື ສິນຄ້າທີ່ມອບຫມາຍໃຫ້ນັ້ນໄປຮອດຈຸດຫມາຍ ແລະ ມອບໃຫ້ຜູ້ທີ່ມີສິດຮັບເອົາເຄື່ອງບັນທຸກ ຫລື ສິນຄ້າ ນັ້ນ. ການຈ່າຍຄ່າໂດຍສານ ຫລື ຄ່າຂົນສົ່ງ ອາດຈະຈ່າຍກ່ອນ ຫລື ນຳຫລັງກໍໄດ້ ຕາມການຕົກລົງກັນ.

ໃນກໍລະນີທີ່ເກີດອຸປະຕິເຫດຜູ້ຂົນສົ່ງຕ້ອງຮັບຜິດຊອບຕໍ່ຜູ້ໂດຍສານທີ່ໄດ້ເສັງຊື່ ວິດຫລືໄດ້ຮັບບາດເຈັບ, ຮັບຜິດຊອບຕໍ່ເຄື່ອງບັນທຸກຫລືສິນຄ້າທີ່ໄດ້ເສັງຫາຍຈາກການຂົນສົ່ງ ເວັ້ນເສັງແຕ່ກໍລະນີທີ່ມີເຫດບັງເອີນ ຫລື ເຫດສຸດວິໄສ.

**ຫມວດທີ 10  
ສັນຍາຫຸ້ນສ່ວນ**

**ມາດຕາ 63. ສັນຍາຫຸ້ນສ່ວນ**

ສັນຍາຫຸ້ນສ່ວນ ແມ່ນການຕົກລົງລະຫວ່າງສອງຄົນ ຫລື ຫລາຍຄົນ ເພື່ອເອົາເງິນ ຫລື ຊັບສິ່ງຂອງມາຮ່ວມກັນລົງທຶນດຳເນີນທຸລະກິດ ແລະ ແບ່ງປັນຜົນກຳໄລ. ຂາຫຸ້ນຈະຕົກລົງກັນຢ່າງໃດກໍໄດ້ ໂດຍສອດຄ່ອງກັບລະບຽບຂອງວິສາຫະກິດຫຸ້ນສ່ວນ.

**ມາດຕາ 64. ອາຍຸຂອງວິສາຫະກິດຫຸ້ນສ່ວນ**

ວິສາຫະກິດຫຸ້ນສ່ວນຈະສິ້ນສຸດລົງດັ່ງນີ້:

1. ເມື່ອຫມົດກຳນົດຂອງສັນຍາຫຸ້ນສ່ວນແລ້ວ;
2. ໃນກໍລະນີທີ່ສັນຍາຫຸ້ນສ່ວນຫາກບໍ່ໄດ້ວາງກຳນົດໄວ້ວິສາຫະກິດຈະສິ້ນສຸດລົງຄື:

ເມື່ອທຶນຂອງວິສາຫະກິດຫຸ້ນສ່ວນ ຫາກຫລຸດຈຳນວນທີ່ກົດຫມາຍກຳນົດໄວ້.

ເມື່ອວິສາຫະກິດຫຸ້ນສ່ວນຫາກດຳເນີນກິດຈະການຕໍ່ໄປບໍ່ໄດ້.

ເມື່ອຂາຫຸ້ນຫາກເສັຽຊີວິດ ແລະ ບໍ່ມີຜູ້ສືບທອດມູນມໍຣະດົກ ເພື່ອດຳເນີນກິດຈະການຕໍ່ໄປ.

**ມາດຕາ 65. ການຂຳລະສະສາງ**

ເມື່ອວິສາຫະກິດຫຸ້ນສ່ວນຫາກໄດ້ສິ້ນສຸດລົງຖ້າບໍ່ມີການຕົກລົງຕ່າງຫາກຢູ່ໃນສັນຍາ ແລ້ວ ການປັນຜົນກຳໄລ ຫລື ຫລຸບທຶນ ແມ່ນອີງຕາມຫຸ້ນຂອງແຕ່ລະຄົນ.

ກົດໝາຍສະບັບນີ້ໄດ້ລົງຄະແນນສຽງຮັບຮອງເອົາຢ່າງເປັນເອກະສັນໃນກອງປະຊຸມ ສະໄຫມ ວິສາມັນ ຄົບຄະນະເທື່ອທີສີ່ ຂອງ ສະພາປະຊາຊົນສູງສຸດ (ຊຸດທີ II) ໃນວັນທີ 27 ມິຖຸນາ 1990 ເວລາ 14 ໂມງ 45.

ປະທານສະພາປະຊາຊົນສູງສຸດ

ໜູຮັກ ພູມສະຫວັນ