

The Prenuptial Agreement Code of Thailand
(The Civil and Commercial Code of Thailand, Book5)

Chapter IV: Property of Husband and Wife

Section 1465: Where the husband and wife have not, prior to their marriage, concluded a special contract concerning their assets, the relations between them as regards their assets shall be governed by provisions of this Chapter.

Any clause in the prenuptial agreement contrary to public order or good morals, or stating that the relations between them as regards such assets are to be governed by foreign law shall be void.

Section 1466: The prenuptial agreement is void if not entered into the Marriage Register at the time of registering the marriage terms of the prenuptial; or if not performed in writing and signed by both spouses and a minimum of two witnesses and entered in the Marriage Register at time of marriage registration affirming that the prenuptial is thereto annexed.

Section 1467: After marriage, the prenuptial contract cannot be changed except by authorization of the Court.

When there is a final order of the Court to effect the alteration or cancellation of the prenuptial agreement, the Court should inform the Marriage Registrar of the matter in order to have it entered into the Marriage Register.

Section 1468: Clauses in the prenuptial agreement will have no effect as regards the rights of third persons acting in good conscience and faith, without regard to whether they be altered or cancelled by the order of the Court.

Section 1469: Any contract concluded between husband and wife during marriage may be avoided by either of them at any point during the marriage or within one year from the day of dissolution of marriage: considering that the rights of third persons acting in good faith are not affected thereby.

Section 1470: Assets of husband and wife except in so far as they are set aside as Sin Suan Tua, are Sin Somros.

Section 1471: Sin Suan Tua comprises:

1. Assets or property belonging to either spouse prior to marriage;
2. Assets or property for personal use, dress or ornament appropriate for station in life, or tools necessary for performing the profession of either spouse;
3. Assets or property acquired by either spouse during marriage through a will or gift;
4. Khongman.

Section 1472: Regarding Sin Suan Tua, if it has been exchanged to other assets, or other property has been purchased or money has been acquired from selling it, such other assets or the money acquired shall be Sin Suan Tua.

Section 1473: Each spouse is to manage his or her Sin Suan Tua.

Section 1474: Sin Somros consists of

1. Assets acquired during marriage;
2. Assets acquired by either spouse during marriage through a will or gift made in writing if it is stated by such will or document of gift to be Sin Somros. ;
3. Fruits of Sin Suan Tua.

In cases of doubt in regards to determining if a property is Sin Somros or not, it shall be presumed to be Sin Somros.

Section 1475: Where any Sin Somros is assets of the type mentioned in Section 456 of this Code or has documentary title, either husband or wife can apply to have his or her name entered in the document as co-owners.

Section 1476: In managing the Sin Somros in the following cases, the wife and husband have to be joint manager, or one spouse has to receive consent from the other:

1. Selling, exchanging, sale with right to redemption, letting out assets on hire-purchase, mortgaging, releasing mortgage to mortgagor or moving the right of mortgage on immovable property or on mortgage able movable property.
2. Developing or distinguishing the part or whole of the servitude, right of inhabitation, right of superficies, usufruct or charge on immovable assets.

3. Letting immovable assets for more than three years.
4. Lending money.
5. Contributing a gift unless it is a gift for charitable, social and moral purposes and is suitable to the family condition.
6. Making a compromise
7. Submitting a dispute to arbitration
8. Offering up the property or asset as guarantee or security with a competent official or the Court.

The management of Sin Somros in a case other than cases listed in paragraph one can be made by one spouse without having to obtain consent from the other.

Section 1476/1: The husband and wife can manage the Sin Somros, in different manners, in whole or part, from provisions of Section 1476, given that the prenuptial agreement under Section 1465 and Section 1466 has been made. In such case, the management of the Sin Somros shall be made in accordance with the prenuptial agreement.

In situations where the specifications of the management of the Sin Somros in the prenuptial agreement are only a part in difference to the clause of Section 1476, the management of the Sin Somros other than those specified in the prenuptial agreement shall be made in accordance with Section 1476.

Section 1477: Either spouse is entitled to litigate, defend, take legal proceedings regarding maintenance of the Sin Somros or for benefit of the Sin Somros. Debts incurred by the said litigation, defense and legal proceedings shall be regarded as the obligation to be performed together or at the same time by both spouses.

Section 1478: Where one spouse has to provide consent or to affix a signature together with the other in the management of property, but unreasonably refuses to give such consent or to affix such signature, or is not in a position to provide such consent, the latter may apply to the Court for an order granting the needed permission.

Section 1479: Where an action by either spouse necessitates the consent of the other spouse, and if such act is required by law to be made in writing or registered by the competent official, such consent must be provided in writing.

Section 1480: In the management of Sin Somros that has to be made jointly or has to receive permission from the other spouse under Section 1476, if either spouse has entered into any juristic act alone or without permission of the other, the latter may apply to the Court for revoking such juristic act, unless it has been ratified by the other spouse, or the third person was at the time of entering into such juristic act, acting in good faith and made a counter-payment.

Section 1481: Neither spouse is entitled to disregard the Sin Somros by will in favour of other persons to an extent exceeding his or her own portion thereof.

Section 1482: In case either spouse is the sole manager of the Sin Somros, regardless, the other spouse is still entitled to manage household affairs or provide for the necessities of the family, and the resulting expenses therefore would bind the Sin Somros and Sin Suan Tua of both parties.

If such management of household affairs or providing for the necessities of the family by husband or wife results in undue loss, the other spouse can apply to the Court to limit or forbid his or her power.

Section 1483: In a situation such as if either spouse is the sole manager of the Sin Somros, if the manager is going to commit or is committing any act in the management of the Sin Somros which would appear to result in undue loss, the other spouse can apply to the Court for an order forbidding commission of such act.

Section 1484: If either spouse is acting as the manager of Sin Somros and:

- (1) Causes undue loss to it;
- (2) Fails to assist the other spouse;
- (3) Becomes insolvent or incurs debts to an amount above one half of the Sin Somros;
- (4) Inhibits in management of Sin Somros by the other spouse without reasonable grounds;
- (5) Is discovered to have circumstances that will ruin the Sin Somros;

The other spouse may apply with the Court to issue an order authorizing him or her to be the sole manager or dividing the Sin Somros.

If an application is made under paragraph one, the Court may determine temporary protective measures in the management of Sin Somros. If it is a case of emergency, the provisions on the request in case of emergency under the Civil Procedure Code will apply.

Section 1484/1: In a situation where there has been an order of the Court forbidding or limiting the power of either spouse to manage the Sin Somros, if the cause which served as ground for the Court order or the circumstances have later changed, either spouse may apply to the court for revocation or change of the order forbidding or limiting the power to manage the Sin Somros. The Court in this effect can issue any order which is deemed suitable.

Section 1485: The husband or wife may submit an application to the Court in order to authorize him or her to be the manager of any specific Sin Somros or to participate in the management, if such management or participation will bring about more benefit.

Section 1486: When the Court has provided a final judgment or given an order under Section 1482 paragraph two, Section 1483, Section 1484, Section 1484/1 or Section 1485 in favour of the applicant, or Section 1491, Section 1492/1 or Section 1598/17, or either spouse has been relieved of becoming bankrupt, the Court will notify the marriage Registrar of the matter in order to have it entered in the Marriage Register.

Section 1487: No spouse can seize or attach any property of the other during the marriage, with an exception being the seizure or attachment made in the case which has been entered for the purpose of exercising his or her duty or for maintaining rights between husband and wife as specially provided in this Code or as specially provided by this Code allowing one spouse to sue the other, or for allowances due for maintenance and costs under the judgment of the Court.

Section 1488: Where either husband or wife is personally liable to carry out an obligation incurred before or during the marriage, such as performance shall be first made out of his or her Sin Suan Tua; if the obligation is not carried out in full, it shall be satisfied out of his or her portion of the Sin Somros.

Section 1489: Where both spouses are common debtors, the obligation will be carried out from the Sin Somros and the Sin Suan Tua of both spouses.

Section 1490: Debts that both spouses are jointly liable to perform, shall include the following debts incurred by either spouse during marriage:

1. Debts incurred in relation to management of household affairs and arranging for necessities of the family, or for maintenance, medical expenses of the household and for proper education of the children;
2. Debts incurred in connection with the Sin Somros;
3. Debts incurred in connection with a business in common carried on by the spouses;
4. Debts incurred by either spouse only for his or her own benefit but ratified by the other.

Section 1491: If either spouse is adjudged bankrupt, the Sin Somros is to be divided according to law as from the date of adjudication.

Section 1492: After the Sin Somros has been divided under Section 1484 paragraph two, Section 1491 or Section 1598/17 paragraph two, the portion so divided becomes Sin Suan Tua of each spouse. Any property gained after the division by either spouse shall be Sin Suan Tua of that spouse and not be regarded as Sin Somros. And the property obtained thereafter by the spouse through a will or gift made in writing under Section 1474 (2) shall become Sin Suan Tua of the husband and wife equally.

Fruits of the Sin Suan Tua obtained after the division of the Sin Somros shall be Sin Suan Tua.

Section 1492/1: In case the division of the Sin Somros is required by order of the Court, the revocation of the division shall be made upon the request of either spouse and the Court has issued the order to that effect. If either spouse raises an objection to such request, the Court can not give an order for the revocation of the division of the Sin Somros unless the cause for division of the Sin Somros has ceased to exist.

After the division of the Sin Somros under paragraph one having been revoked, or suspended due to the husband or wife having been relieved from being bankrupt, the property which is the Sin Suan Tua on the date of the Court order, or on the date of his or her relieving from bankruptcy, shall remain the same as Sin Suan Tua.

Section 1493: In a case where the Sin Somros has been terminated, both spouses are liable to pay for the household expenses in proportion to the amount of their respective Sin Suan Tua.

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