

## Book Review

### *Juristic Acts, Contracts and Promises*

Korrasut Khopuangklang  
Thammasat University (2024)  
321 pp., ISBN 978-616-488-435-9

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Korrasut Khopuangklang’s newest textbook *Juristic Acts, Contracts and Promises* (2024) was published at the right time. As the Civil and Commercial Code of Thailand B.E. 2468 (1925) (TCCC) celebrates its 100<sup>th</sup> birthday this year, an English-language general textbook that deals with the very foundations of Thai private law demarcates a necessary contribution by Thai legal academia. The book recognizes the need for extensive doctrinal discussion and contributes to this goal by providing a thorough overview of the predominant theoretical and practical issues concerning the concept of juristic acts. Korrasut’s book convinces by its high level of abstraction—a juristic school of thought indeed necessary to deal with the concepts of juristic acts and contract law in jurisdictions influenced by continental civil law. That this book was now translated from its original Thai version into the English language opens the field of discussion to foreign academics which can only be welcomed.<sup>1</sup> Even though there are several books and articles published in English concerning Thai contract law, most lack comprehensive and abstract discussions regarding the general principle of juristic acts.<sup>2</sup> This may seem counterintuitive, given the general fact that the specifics of Thai

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<sup>1</sup> The original Thai version was published in 2022. See กรศุทธิ์ ขอฟ่างกลาง, นิติกรรม สัญญา และคำมั่น (โครงการตำราและเอกสารประกอบการสอน คณะนิติศาสตร์ มหาวิทยาลัยธรรมศาสตร์ 2567) [Korrasut Khopuangklang, *Juristic Acts, Contracts and Promises* (The Project for the Promotion of Textbooks and Teaching Materials, Faculty of Law, Thammasat University 2022)] (Thai).

<sup>2</sup> Recent English-language book chapters and textbooks on Thai contract law include: Munin Pongsapan, “Chapter 22—Invalidity of Contract in Thai Law: Defects in Consent” in Mindy Chen-

contract law cannot be thoroughly understood without first establishing the doctrine of juristic acts.

The book is divided into 15 chapters and encompasses the very fundamental concepts of declarations of intention, as well as unilateral and bilateral juristic acts in the form of promises or contracts and their legal implications. For this purpose, the book can be structured into two main sections, the first dealing with the general topics of declarations of intent and juristic acts (chapters 1–6), and the second dealing with specific forms of juristic acts, namely promises and contracts (chapters 7–15).

Without overly emphasizing it, the book demonstrates that Thai private law finds itself in a longstanding tradition of legal transplants.<sup>3</sup> Not only was the first Book of the TCCC strongly influenced by the German and Japanese Civil Codes,<sup>4</sup> crucial provisions of the TCCC, such as section 149, were adopted from the Argentinian Civil Code, and likewise did the Swiss and French Civil Code have an impact on the overall system of the TCCC.<sup>5</sup> The systematic structure of the TCCC, which can best be illustrated by the image of many interlocking gears both within and across its respective Books, becomes particularly clear in Korrasut's book, which makes it an excellent resource for international students.

The outstanding importance of the juristic act doctrine in Thai private law is emphasized throughout the book, and more specific chapters on contract law are considered in its context. This interconnected approach is one of the strengths of the book, which emphasises systematic understanding across all chapters. In this respect, Korrasut also addresses several essential academic debates which, due to their elementary nature, point to ongoing uncertainty in Thai private law doctrine.

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Wishart, Hiroo Sono, and Stefan Vogenauer (eds), *Invalidity* (Oxford University Press 2022) 427–58 <<https://doi.org/10.1093/oso/9780192859341.001.0001>>; Munin Pongsapan, “Chapter 20—Identification and Interpretation of Contractual Terms in Thai Law” in Mindy Chen-Wishart and Stefan Vogenauer (eds), *Contents of Contracts and Unfair Terms* (Oxford University Press 2020) 413–29 <<https://doi.org/10.1093/oso/9780198850427.001.0001>>; Sakda Thanitcul, “Chapter 21—The Regulation of Unfair Terms and Consumer Protection in Thailand” in *ibid* 430–46; Pattarapas Tudsri and Angkanawadee Pinkaew, “Chapter 19—Formation of Contract, Enforceability, and Pre-Contractual Liability in Thailand” in Mindy Chen-Wishart, Alexander Loke, and Stefan Vogenauer (eds), *Formation and Third Party Beneficiaries* (Oxford University Press 2018) 427–47 <<https://doi.org/10.1093/oso/9780198808114.001.0001>>; Pattarapas Tudsri and Angkanawadee Pinkaew, “Chapter 20—Third Party Beneficiaries in Thai Contract Law” in *ibid* 427–47; Munin Pongsapan, “Chapter 16—Remedies for Breach of Contract in Thai Law” in Mindy Chen-Wishart, Alexander Loke, and Burton Ong (eds) *Remedies for Breach of Contract* (Oxford University Press 2016) 370–99; Alessandro Stasi, *General Principles of Thai Private Law* (Springer 2016) <<https://doi.org/10.1007/978-981-10-2191-6>>; Piti Eiamchamroonlarp, *Contract Law in Thailand* (Sweet & Maxwell 2023).

<sup>3</sup> Munin Pongsapan, “The Fundamental Misconception in the Drafting of the Thai Civil and Commercial Code of 1925” in Andrew Harding and Munin Pongsapan (eds), *Thai Legal History: From Traditional to Modern Law* (Cambridge University Press 2021) 122–26 <<https://doi.org/10.1017/9781108914369>>.

<sup>4</sup> Cf. Korrasut Khopuangklang, *Juristic Acts, Contracts and Promises* (Thammasat University 2024) 20–22.

<sup>5</sup> For Argentina, see *ibid* 20; for Switzerland and France, see Piti, *Contract Law* (n 2) 2.

The first chapter provides a detailed and comprehensive explanation of the individual elements and requirements for the validity of declarations of intention. The choice to deal with an explanation about the interpretation of declarations of intent separately in chapter 11 nevertheless seems like an artificial division. This could possibly be combined into a single chapter in future editions. Notably, Korrasut recognizes s. 570 TCCC as an exception to the basic rule of legal nullity of silence in legal transactions and treats a corresponding declaration of intent by the silent party as valid *ipso iure*.<sup>6</sup> Such fiction of a declaration of intent can nevertheless be questioned if s. 570 is regarded more as a form of tacit prolongation.<sup>7</sup>

An important debate mentioned by Korrasut can be found in chapter 2. It deals with the question of whether a juristic act must be intended to bring about a legal effect.<sup>8</sup> This debate clearly illustrates the downside of adopting a variety of provisions from different legal systems. While there is no such dispute in German law, Thailand has imported an additional (and perhaps unnecessary) difficult doctrinal problem by adopting the Argentine provision in s. 149 TCCC, which obscures the distinction between a juristic act and a declaration of intention. That Thailand's fundamental doctrine of juristic acts has not yet reached a conclusive sophistication can also be seen in Korrasut's remarks on the legal nature of an offer in chapter 9. While the prevailing opinion incorrectly regards an offer as a (unilateral) juristic act,<sup>9</sup> Korrasut rightly recognizes an offer as a mere declaration of intention requiring acceptance, which can only lead to the creation of a multilateral juristic act in the form of a contract through corresponding acceptance.<sup>10</sup>

Of particular note is the decision to devote an entire chapter (chapter 10) to the topic of promises. Here, Korrasut reflects the controversy surrounding the legal classification of promises as a source of obligation.<sup>11</sup> He correctly recognizes the general legal binding nature of unilateral juristic acts and, at the same time, reveals that the opposite view suffers from serious structural flaws by inadmissibly extending the contractual concept of offer and acceptance to unilateral juristic acts.<sup>12</sup> The didactic connection between promises and the general doctrine of juristic acts is one of Korrasut's distinguishing characteristics, which his students also learn in his lectures on contract law, enabling them to gain a systematic understanding of the subject.

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<sup>6</sup> Korrasut, *Juristic Acts* (n 4) 157–60.

<sup>7</sup> See Pinai Nanakorn, *English Translation of the Civil and Commercial Code of Thailand Book III (With the Official Thai Text)* (Winyuchon 2022) 82–83 fn 11.

<sup>8</sup> Korrasut, *Juristic Acts* (n 4) 26–28.

<sup>9</sup> See for example เสนีย์ ปราโมช, *ประมวลกฎหมายแพ่งและพาณิชย์ว่าด้วยนิติกรรมและหนี้ เล่ม 1 (ภาค 1–2) (ปรับปรุงแก้ไขโดย มุนินทร์ พงศาปาน, พิมพ์ครั้งที่ 3 วิทยาลัยน 2559)* [Seni Pramoj, *Commentary on the Civil and Commercial Code: Juristic Acts and Obligations, Book 1 (Parts 1–2)* (Munin Pongsapan ed, 3<sup>rd</sup> edn, Winyuchon 2016)] (Thai) 313; จี๊ด เศรษฐบุตร, *หลักกฎหมายแพ่งลักษณะนิติกรรมและสัญญา (แก้ไขเพิ่มเติมโดย ดาราพร ถิระวัฒน์, พิมพ์ครั้งที่ 2 มหาวิทยาลัยธรรมศาสตร์ 2556)* [Cheed Shreshtraputra, *Principles of Civil Law on Juristic Acts and Contracts* (Daraporn Thirawat ed, 2<sup>nd</sup> edn, Thammasat University 2013)] (Thai) 205.

<sup>10</sup> Korrasut, *Juristic Acts* (n 4) 26–28.

<sup>11</sup> *ibid* 177–78.

<sup>12</sup> See, for example, Seni, *Commentary on the Civil and Commercial Code* (n 9) 300–302.

From this very didactic perspective, the value of the book becomes especially apparent. It would be desirable for future editions to devote more space to the general principles of Thai law, such as private autonomy and good faith, and to examine them in greater detail. Korrasut has already done valuable preliminary work on the principle of good faith and the interpretation of contracts, which could be incorporated here.<sup>13</sup>

The book stands out as a foundational contribution, with the potential to become a key reference on the law of juristic acts and contracts. At the same time, when reading it, it becomes clear that Thailand's doctrine of juristic acts has not yet been fully clarified, even 100 years after the TCCC came into force. Although the German and Japanese civil codes, with their highly abstract and doctrinal legal texts, have influenced the TCCC, the fundamental debates in Thai academia, which Korrasut describes so clearly, reveal a persistent uncertainty about fundamental issues.

It seems that this doctrinal unclarity is partly due to the fact that even the drafters of the TCCC, more than 100 years ago, did not thoroughly understand the underlying principles of the Japanese and German legal texts.<sup>14</sup> Against this background, the implementation of s. 149 TCCC appears to be the result of the drafters' limited doctrinal understanding, despite the significant problems it creates when viewed through the lens of the German model.

Korrasut has achieved a major milestone with his book *Juristic Acts, Contracts and Promises*, which, thanks to its didactic approach, will be a real help to future students in understanding the doctrinal foundations of juristic acts. It is to be hoped that books such as this, and the efforts being made in Thai legal education, will lead students to develop a better understanding of this ultimately complicated subject.

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<sup>13</sup> Korrasut Khopuangklang, *Theoretical Problems of the Interpretation of Contracts in the Thai Civil and Commercial Code: Final Research Report* (Research Promotion Committee, Faculty of Law, Thammasat University 2025); Korrasut Khopuangklang, *The Doctrine of Good Faith in Scots Law and Thai Law: Comparative Perspectives: Final Report for Research* (Faculty of Law, Thammasat University 2016).

<sup>14</sup> Munin, “The Fundamental Misconception” (n 3) 139.