

THESIS TITLE	LEGAL PROBLEMS IN HIRE-PURCHASE UNFAIR CONTRACT
KEYWORDS	HIRE-PURCHASE UNFAIR CONTRACT
STUDENT	PIPATPONG TANAWAT
THESIS ADVISOR	ASSCIATE. PROFESSOR DR RASADA AEKAPUTRA
LEVEL OF STUDY	MASTER OF LAWS BUSINESS LAW
FACULTY	SCHOOL OF LAW SRIPATUM UNIVERSITY
YEAR	2018

ABSTRACT

Issues of unfair contract in car hire-purchase contract are problems occurring from time to time in Thailand because the nature of such contract is in type of finished contract that the hire-purchaser does not have opportunity to negotiate or request for modifying the contract. The person giving car hire-purchase under the contract has written a finished contract to take advantage from car hire-purchaser, causing hire-purchaser in the status of consumer to suffer from damage. Even though there shall be opportunity to submit complaint to the Board of Consumer Protection, it may be unlikely that consumers will be protected and remedied fairly, sufficiently without delay.

Presently, Thailand does not have specific law for protection of car hire-purchaser and bringing of the Civil and Commercial Code in title of property lease, hire-purchase and the Unfair Agreement Act, B.E. 2540 (1997) and the Consumer Protection Act, B.E. 2522 (1979) to enforce, for solving problems but not successful as it should be, because the car hire-purchase agreement has different nature from car hire-purchase agreement generally, there is result that there will be occurring of damage and unfairness for car hire-purchaser a lot.

The author recommends that there should be promulgating of the car Hire-purchase Act specifically, for solving such problems to be right to the point and to be fair increasingly, in the same way as car buying law of foreign countries. This new Act should have hire-purchasers to be liable for defect of hire-purchased car; except defect occurs from action of car hire-purchaser, or defect occurs from action of car hire-purchaser; or defect occurs from negligence or carelessness in using hire-purchased car as scholar should do. There should be prohibition so that there is no agreement to limit liability in defect of hire-purchased car product. To avoid making of agreements taking advantage

from hire-purchasers. The car hire-purchaser should exercise the right of car hire-purchaser, by claiming the cause of defect of hire-purchased car to cancel this hire-purchase agreement, as well as the hire-purchaser shall be given with right of the hire-purchaser to change a new car. If defect of hire-purchased car and car hire-purchase person cannot modify defect within 60 days from the date the car hire-purchaser bring the hire-purchased car to inform the car hire-purchaser to modify the defect.