

Legal Update

Serving Justice Across Borders – Service of Court Process and Documents Abroad: Thai and Singapore Law Perspectives

Introduction

As cross-border disputes become increasingly common, parties are often required to serve court documents on defendants, witnesses, counterparties or other relevant persons located outside the jurisdiction where proceedings have commenced.

In practice, service abroad is not merely an administrative formality. It lies at the very heart of due process. If a defendant does not receive proper notice of a claim against them, any subsequent judgment may be unenforceable, both in the court of origin and in any foreign jurisdiction where recognition has been sought. Getting service right and getting it right from the outset is therefore one of the most important and often underestimated challenges in international litigation.

This article addresses two distinct but related scenarios that practitioners frequently encounter. First, how a party may serve court documents originating from a foreign jurisdiction on a person located in Thailand or Singapore; and second, how a party may serve Thai or Singapore court documents on a person located in another country. Both directions raise distinct procedural, diplomatic and strategic considerations that can materially affect the progress and outcome of proceedings.

The article also highlights a critical asymmetry that has emerged since 1 December 2023. Singapore has become a party to the Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (the Hague Service Convention), while Thailand has yet to become a party to the convention. As discussed below, this asymmetry has significant practical consequences for litigation involving parties in both countries.

Thailand and Singapore cross-border service at a glance

Feature	Thailand	Singapore
Hague Service Convention	Not a party.	Party since 1 December 2023 (Central Authority: Ministry of Law).
Governing rules	Civil Procedure Code B.E. 2477 (1934), as amended.	Supreme Court of Judicature Act; Rules of Court 2021 (Order 8); Hague Service Convention.
Inbound service (foreign process served here)	Diplomatic channel / letter rogatory, or an applicable bilateral treaty. No private service.	Hague Central Authority channel; Article 10 postal / direct private service objected to.
Outbound service (own process served abroad)	Court motion, then diplomatic channel or treaty route; Hague machinery not available to Thailand.	Court approval under Order 8, then Hague channel (or destination-state law if a non-party).
Service between the Singapore and Thailand	Singapore process into Thailand cannot use Hague; needs an official non-Convention route lawful in Thailand.	Thai process into Singapore cannot invoke Hague; goes by diplomatic channel / letter of request.
Typical timing	Slow; diplomatic-channel service can run to many months.	Faster where the Convention applies between two Contracting States.
Translation	Certified Thai translation generally required.	English accepted; translation usually unnecessary.

Thai laws perspective

A. Legal framework under Thai procedural law

Service of pleadings and court documents in Thailand is governed principally by the *Civil Procedure Code B.E. 2477 (1934)*¹, as amended. The Code contains specific provisions dealing with the service of summons, complaints, and other court documents, including service on defendants who are domiciled outside Thailand or who do not have a domicile within the jurisdiction.

Thailand is not a party to the Hague Service Convention. This single fact defines the entire landscape for cross-border service involving Thai parties. In the absence of a multilateral

¹ The Thailand Civil Procedure Code B.E. 2477 (1934)

framework, the transmission of court documents between Thailand and other countries must proceed through alternative mechanisms, most commonly diplomatic channels, letters rogatory or bilateral treaty arrangements where these exist.

The result is a system that is structurally slower and more dependent on inter-governmental cooperation than those available in Hague Convention countries. The timeline must be planned accordingly.

B. Inbound service: Foreign court documents served on persons in Thailand

When a foreign court or party wishes to serve court documents on a person located in Thailand, it faces a question that is more complex than it might initially appear: who has the authority to carry out a legal act on Thai territory?

1. Thailand's territorial sovereignty and the restriction on direct service

Thailand's position is rooted in the fundamental principle of territorial sovereignty. Under public international law, a state's authority to perform governmental functions including the enforcement of judicial process is exclusively territorial. One state may not exercise governmental authority within the territory of another state without that state's consent.

In the context of court service, this means that a foreign government, court or its agents cannot simply send a process server into Thailand to hand documents to a Thai resident, nor can a foreign court simply dispatch documents by private mail or courier and treat the act as constituting valid legal service on Thai territory, unless Thailand has consented to such procedures through treaty or domestic law.

Thailand has not consented through the Hague Service Convention (not being a party). Nor does Thai domestic law generally authorise private foreign service on Thai territory. As a result, the only legally recognised route for service of foreign court documents in Thailand is through official channels, specifically, through diplomatic channels or through bilateral treaty arrangements where applicable.

2. Two types of services

a) The diplomatic channel (letters rogatory)

If there are no bilateral treaties and special arrangements, the primary mechanism by which foreign court documents are served in Thailand is through letters rogatory (also known as letters of request). This is a formal request from the court or judicial authority in the requesting state, transmitted through diplomatic channels, asking the Thai authorities to arrange service of the documents on the named recipient in Thailand.

In practice, the process typically proceeds as follows:

- i. The foreign court issues a letter rogatory addressed to the competent Thai authority (usually the Thai Ministry of Justice or Ministry of Foreign Affairs), requesting service of the specified court documents.
- ii. The letter rogatory, together with the court documents and certified Thai translations, is forwarded through the foreign ministry of the requesting state to the Thai Ministry of Foreign Affairs.
- iii. The Thai Ministry of Foreign Affairs transmits the request to the Office of the Judiciary.
- iv. An officer of the Office of the Judiciary will then direct the matter to the local court whose territorial jurisdiction covers the address of the intended recipient.
- v. The Thai court or its bailiff (officer of the court) arranges service on the recipient within Thailand in accordance with Thai procedural law.
- vi. A certificate of service is then transmitted back through the same diplomatic channel to the requested foreign authority.

Note: Always state the principle of reciprocity in the request for cooperation.

b) Bilateral treaties and special arrangements

For certain countries and specific types of matters, Thailand may have treaty arrangements or bilateral legal cooperation agreements that provide for a special procedure.

Thailand has entered into bilateral legal cooperation agreements with a number of countries, some of which address judicial assistance, including the service of documents. Practitioners should therefore check whether any applicable treaty or agreement exists between Thailand and the requesting state, as it may provide a faster or more direct route than the general diplomatic channel.

Thailand currently has agreements on judicial cooperation in **civil matters** with six countries: **South Korea, Indonesia, China, Australia, Spain and Vietnam**. These agreements allow Thai courts to request assistance from foreign courts, for example in relation to service of documents, taking evidence, or other procedural acts in civil proceedings.

For **criminal matters**, Thailand has mutual legal assistance arrangements with numerous jurisdictions, including the **United States, United Kingdom, Canada, France, Norway, China, South Korea, India, Poland, Sri Lanka, Peru, Belgium, Australia, ASEAN Member States and Ukraine**. These arrangements facilitate cooperation in criminal investigations, prosecutions, evidence gathering and related proceedings.²

² [Department of Consular Affairs: Cooperation in the judicial process](#)

Key Differences Between a Bilateral Treaty and Diplomatic Channel

Point	Bilateral Treaty	Diplomatic Channel
Meaning	A formal written agreement between two states.	Communication or requests made through embassies, ministries or diplomatic representatives.
Legal basis	Based on a binding treaty or agreement.	Based on comity, goodwill, reciprocity or diplomatic practice.
Legal obligation	Usually creates legal obligations between the states.	Usually does not create a strict legal obligation to assist.
Procedure	Procedures are set out in the treaty, such as required documents, language, competent authority and timelines.	Procedure may be less fixed and depends on the receiving state's domestic law and discretion.
Certainty	More predictable because the scope and process are agreed in advance.	Less predictable because assistance may be granted, delayed, limited or refused.
Speed	Often faster if the treaty provides a direct central-authority mechanism.	Often slower because requests usually pass through diplomatic or consular routes.
Scope of cooperation	Clearly defines what assistance is available, such as service of documents, taking evidence or criminal legal assistance.	Scope depends on what the requested state is willing and legally able to provide.
Enforceability	Stronger, because refusal must usually be based on treaty grounds.	Weaker, because the request is more discretionary.

The key difference is that a **bilateral treaty route** usually allows the request to be transmitted directly between the foreign central authority and the relevant Thai central authority, such as the Office of the Attorney General or the Office of the Judiciary. This avoids the need to pass through the foreign embassy and the Thai Ministry of Foreign Affairs, making the process more direct, especially in criminal matters. However, practitioners should always confirm whether the relevant treaty or arrangement applies to the specific type of case.

By contrast, the **diplomatic channel** requires the request to pass through several governmental bodies, usually from the foreign court to the foreign Ministry of Foreign Affairs, then to the foreign embassy in Bangkok, the Thai Ministry of Foreign Affairs and finally to the Office of the Judiciary or relevant Thai court. This route is generally more formal and may take longer.

In both routes, service is ultimately carried out by the competent Thai court or authority, and proof of service is returned through the same channel by which the request was transmitted.

ASEAN member states have also discussed various frameworks for judicial cooperation, though these remain less comprehensive than the Hague Convention system. In practice, the bilateral treaty landscape involving Thailand is limited, and most requests will proceed through the general diplomatic channel described above.

Many foreign practitioners assume the Hague Convention simplifies service in Thailand because their own country uses it. It does not apply. Thailand has never acceded. This means:

- a) Even if you are from France, Australia, Korea, or the US (all Hague parties), you cannot use the Hague route for service in Thailand.
- b) You must use: (1) the applicable bilateral treaty if one exists, or (2) the diplomatic channel if not.

This is the most common procedural mistake by foreign counsel in cross-border matters concerning Thai parties.

3. Consequences of improper service

If a foreign party attempts to serve court documents on a person in Thailand without following the proper official channels for example, by dispatching a private courier, sending documents by direct post or arranging for a local agent to hand-deliver without authorisation the legal consequences can be significant:

- a) The documents may be considered not to have been validly served under Thai law. The recipient would not be considered to have received proper legal notice.
- b) Any default judgment or subsequent legal step taken on the basis of the purported service may be unenforceable in Thailand.
- c) If enforcement of a foreign judgment is subsequently sought in Thailand, a Thai court may refuse recognition on grounds of procedural impropriety, including invalid service.
- d) In more serious cases, the act of purporting to exercise governmental authority on Thai territory without consent could give rise to a diplomatic protest by Thailand.
- e) A person in Thailand who receives court documents through an unauthorised channel is not legally obliged to treat those documents as constituting valid service. They may, however, wish to take legal advice to understand their options and to avoid inadvertently accepting service by conduct.

C. Outbound service: Thai court documents served abroad

When Thai court proceedings require service of documents on a defendant or recipient who is located outside Thailand, the claimant must obtain the assistance of the Thai court and, in many cases, coordinate with the authorities of the foreign jurisdiction.

1. Filing the motion/petition for service abroad

Under the Thai Civil Procedure Code, where a defendant has no domicile in Thailand and cannot be served within the jurisdiction, the plaintiff must file a motion with the court requesting service on the defendant abroad. This motion must be filed within the period prescribed by the Code following the filing of the plaint.

The application should state the defendant's address abroad, explain why service of the summons must be made outside Thailand, and confirm that the defendant has no agent or representative in Thailand who is authorised to accept service.

If the defendant has an agent or carries on business in Thailand through a representative, the summons may be served on that agent or representative instead.

2. Methods of transmission abroad

Once the Thai court has authorised service abroad, the process is broadly similar to inbound service, but in the opposite direction. Instead of a foreign authority requesting assistance from Thailand, the Thai court transmits the documents outward to the relevant foreign authority.

The appropriate route will depend on whether an applicable treaty or special arrangement exists. If so, the request may be sent through the relevant central authorities under that treaty. If not, the request will generally proceed through the diplomatic channel, involving the Office of the Court of Justice, the Thai Ministry of Foreign Affairs and the Thai embassy or consulate in the destination country.

The receiving foreign authority will then arrange service in accordance with its own domestic law. Proof of service is returned through the same official route. The plaintiff will usually be required to deposit sufficient funds with the Thai court to cover the cost of service abroad.

3. Service in Hague Convention countries vs. non-Hague countries

A critical practical distinction arises between countries that are parties to the Hague Service Convention and those that are not.

For destinations in Hague Convention countries, the receiving state will have established a central authority to receive and process incoming requests. The request should comply with

the Convention's requirements (Form USM-94 or equivalent, with the documents in the language of the receiving state or in French or English where accepted). However, because Thailand itself is not a party to the Hague Service Convention, Thailand cannot formally transmit requests through the Convention machinery as a requesting state. Instead, the Thai authorities must rely on the domestic procedures of the destination country, bilateral arrangements or diplomatic channels.

For destinations in non-Hague countries, the applicable procedure will be determined by the bilateral arrangements between Thailand and that country, or by the destination country's domestic law on judicial assistance. In the absence of any agreement, a letter rogatory through diplomatic channels remains the default route.

4. Service in Singapore specifically

Singapore acceded to the Hague Service Convention on 1 December 2023.

The Ministry of Law of Singapore serves as Singapore's Central Authority under the Hague Service Convention.

However, since Thailand is not itself a Convention country, Thailand cannot invoke the Convention as a requesting state. The formal Hague Convention route (Article 3 request to the Central Authority) is technically available only to authorities of Convention states.

The practical route for Thai-origin service requests directed to Singapore therefore remains the diplomatic channel or, in appropriate cases, a letter rogatory transmitted through the Thai Ministry of Foreign Affairs to the Singapore Ministry of Law.

Alternatively, where the defendant in Singapore has appointed a solicitor or agent in Thailand, or has a registered entity in Thailand, service on that representative may be permissible under the Thai Civil Procedure Code.

Parties involved in Thai-Singapore disputes should note that the asymmetry between the two countries' treaty positions means that service arrangements are not reciprocal. Singapore can use the Hague Convention machinery for outbound service in other Convention countries, but those wishing to serve in Thailand, including from Singapore, must still use the diplomatic route.

5. Timing and default judgment implications

Under the Thai Civil Procedure Code, service of a writ of summons and plaint outside Thailand becomes effective only after a statutory period has elapsed from the date of

service. The Code provides for extended time periods for defendants serving abroad to respond, reflecting the practical difficulties of cross-border service.³

These timing provisions have cascading effects on the litigation timetable:

- a) The defendant's period to file an answer does not begin until valid service is effected. Hearings and case management conferences cannot be scheduled until service is complete or deemed complete.
- b) Any application for default judgment must be preceded by proof of valid service. Where service cannot be completed, the plaintiff may need to apply for alternative service (such as posting notice at the court, publication, or another method permitted by the Code).
- c) Delays in service abroad, which are common and can extend to many months, can therefore significantly delay the entire proceedings. Plaintiffs bringing claims against foreign defendants should factor this into their litigation planning from the very beginning.

D. Translation requirements and certification

1. Inbound service: foreign documents to be served in Thailand

Where foreign court documents are sent to Thailand for service on a person in Thailand, Thai courts and authorities will generally require the documents to be accompanied by a certified Thai translation before they can be acted upon.

The translation should be accurate and complete. It should cover not only the summons, claim, or plaint itself, but also any exhibits, annexes, explanatory notes or other documents forming part of the service package.

Translation quality is important. If the translation is inaccurate or incomplete, the recipient may dispute the scope of the notice received, or the Thai authorities may return the request for correction. This can cause additional delays.

Depending on the route used and the requirements of the relevant authority, the documents and translations may also need to be notarised, legalised or otherwise authenticated before they are submitted for service in Thailand.

³ Thailand Civil Procedure Code, Sections 83 bis to 83 octies, Section 177, and Sections 197 to 198 bis.

2. Outbound service: Thai documents to be served abroad

Where a plaintiff asks a Thai court to serve documents on a defendant outside Thailand, the plaintiff is generally responsible for preparing translations of the writ of summons, plaint and all other documents intended for service.

Unless an applicable treaty or international agreement provides otherwise, the documents should be translated into the official language of the destination country, or into English if accepted by the relevant foreign authority. The translations should be certified as accurate.

The plaintiff should also check whether the destination country requires the documents or translations to be notarised, legalised, apostilled or authenticated through consular channels. These requirements will depend on the law and practice of the destination country and any applicable treaty or special arrangement.

Failure to provide proper translations or authentication may result in the foreign authority refusing to act on the request or returning the documents for correction, which can delay service and the progress of the Thai proceedings.

E. Proof of service

There are two directions to consider: **outbound service** and **inbound service**.

1. Inbound service: foreign court serving documents in Thailand

For inbound service, once service has been carried out in Thailand, the relevant Thai competent authority will issue a certificate of service or confirmation of execution.

This certificate will usually specify the date, place and method of service, the identity of the person served, or, if service was unsuccessful, the reasons why service could not be effected.

The certificate is then returned to the requesting foreign authority through the same channel by which the request was received, whether through a treaty mechanism, central authority route or diplomatic channel.

2. Outbound service: Thai court serving documents abroad

For outbound service, the Thai court will require formal proof that service has been completed before taking any further procedural step. This proof usually takes the form of a certificate of service or return of service issued by the competent authority in the foreign jurisdiction.

The certificate should confirm whether service was successfully effected and should normally state the date, place, and method of service, as well as the identity of the person served. If service could not be completed, the certificate or report should explain the reasons.

Where service was carried out through diplomatic channels or under a treaty route, proof of service will usually be returned through the same official channel. The plaintiff should follow up proactively to ensure that the certificate is returned and filed with the Thai court without unnecessary delay.

Singapore laws perspective

Cross-border service in civil and commercial proceedings in Singapore is governed principally by the *Supreme Court of Judicature Act 1969*, the *State Courts Act 1970*, the *Rules of Court 2021* (“**ROC 2021**”), the applicable court practice directions and, since 1 December 2023, the Hague Convention of 15 November 1965 on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters (“**Hague Service Convention; Convention**”). Separate procedural regimes apply in the Singapore International Commercial Court and the Family Justice Courts, although those regimes were also amended to implement the Hague Service Convention.

Service is not merely evidential notice. Service of originating process is ordinarily the juridical step by which the Singapore court asserts personal jurisdiction over a defendant who has not otherwise submitted and was not served while present in Singapore. Section 16(1) of the Supreme Court of Judicature Act recognises jurisdiction founded on service in or outside Singapore, while Order 8 of the ROC 2021 regulates service out of Singapore. The distinction between jurisdiction, the method of service and proof that service occurred should therefore be borne in mind when considering the issue of service.

A. The Hague Service Convention

The Hague Service Convention applies in civil or commercial matters whenever a judicial or extrajudicial document must be transmitted abroad for service, provided the recipient's address is known and both the originating and destination states are Contracting Parties. Its principal mechanism is transmission by a competent authority or judicial officer in the state of origin to the Central Authority of the destination state, avoiding the slower diplomatic chain. The Convention does not in itself determine whether the forum court has jurisdiction over the defendant. That remains a question for the forum's domestic law.

Singapore designated its Ministry of Law as its Central Authority. Singapore has objected to all methods in Article 10, including service in Singapore by postal channels and direct service through judicial officers, officials or other competent persons. Under Article 8, Singapore also objects to direct service by foreign diplomatic or consular agents, except where documents are served on a national of the state from which they originate. Accordingly, where the Convention applies to inbound service, foreign litigants should not assume that post, courier

or a privately engaged Singapore process server is permissible merely because it is accepted in the originating state.

B. Inbound service: foreign court documents served in Singapore

Where the Hague Service Convention applies, foreign judicial and extrajudicial documents may be served in Singapore only through the Convention's main Central Authority channel or, in exceptional circumstances, the indirect diplomatic channel under Article 9(2). The request must be sent by a competent authority or judicial officer of the sending Contracting State to the Singapore Ministry of Law. Singapore's published requirements presently include advance payment of S\$100 for each address at which service is requested, to meet process-server costs. The Convention request and certificate forms should be completed accurately; the receiving authority may reject a request that falls outside the Convention or does not comply with its formal requirements.

English is an official language of Singapore. A translation is therefore generally unnecessary where the documents are in English, but the law of the originating forum and fairness to the recipient may require translation in a particular case. The Central Authority arranges service in accordance with Singapore law or, if requested, by a particular method compatible with Singapore law. It then completes the Convention certificate recording service, or explaining why service could not be effected, and returns it to the requesting authority. That certificate is the principal evidence of execution, although the originating court ultimately decides the legal effect of service in its proceedings.

Where the originating state is not a Contracting Party, the Hague route is unavailable. A foreign court may instead seek assistance under any applicable bilateral or other civil-procedure convention or by a letter of request through governmental or diplomatic channels under the ROC 2021 provisions dealing with service of foreign process. The precise route should be confirmed with the Singapore Ministry of Law and the originating court. A private attempt at service should not be treated as effective without checking both Singapore law and the procedural law of the originating court.

C. Outbound service: Singapore court documents served abroad

Pursuant to Order 8 rule 1(1) of the ROC 2021, an originating process or other court document may be served out of Singapore with the court's approval if the claimant shows that the Singapore court has jurisdiction or is the appropriate court to hear the action. Where reliance is placed on Singapore being the appropriate court, the Supreme Court Practice Directions require a good arguable case that the dispute has a sufficient nexus to Singapore, that Singapore is *forum conveniens* and that there is a serious question to be tried on the merits. The non-exhaustive connecting factors in the Practice Directions substantially preserve the former jurisdictional 'gateways'. Material facts must be disclosed fully and fairly because the initial application is commonly made without notice.

The Court of Appeal's formulation in *Zoom Communications Ltd v Broadcast Solutions Pte Ltd* [2014] SGCA 44; [2014] 4 SLR 500 remains an important statement of the traditional three-stage test: (1) a recognised gateway; (2) a claim of sufficient merit and; (3) Singapore as the proper forum. Although ROC 2021 moved the gateways from the Rules into a non-exhaustive list in the Practice Directions, the underlying ideas continue to inform the current test. *Shanghai Turbo Enterprises Ltd v Liu Ming* [2019] SGCA 11; [2019] 1 SLR 779 further illustrates the exacting approach to *ex parte* service-out applications and the consequences of material non-disclosure.

Court approval is not required where a contract between the parties allows service out of Singapore (Order 8 rule 1(3)), but the clause must genuinely authorise service out and the relied-on contract must bind the defendant. In *NW Corp Pte Ltd v HK Petroleum Enterprises Cooperation Ltd* [2023] SGHCR 22, the court examined a clause referring to Singapore courts and service by registered mail, held that the contractual foundation had not been established for all claims, and set aside the resulting default judgment. The decision is a practical warning that a jurisdiction clause, a governing-law clause and a service clause perform different functions and should not be conflated.

Once approval (if required) has been obtained, the permissible method for service depends on the destination state. If the destination state is a Hague Contracting Party and the Convention applies, the claimant may use the main channel by filing, in duplicate, the Convention request form, a sealed copy of the document, the prescribed summary and any required certified translation. The Singapore Registrar transmits the package to the destination state's Central Authority. An alternative channel may be used only to the extent permitted by the Convention and not objected to by the destination state. Practitioners should check the destination state's declarations, translation requirements, fees and local procedural rules before choosing post, direct service or another channel.

If the destination state is not a Contracting Party, Order 8 rule 2 of the ROC 2021 provides the available and applicable domestic routes, which include service by a method permitted by the law of the foreign country and transmission through governmental, judicial, consular or other authorised channels as applicable. The chosen route must not contravene the destination state's law or sovereignty. Service on a foreign state itself is subject to separate requirements and should not be treated as ordinary service on a private defendant.

D. Service of Singapore process in Thailand

Thailand is not a party to the Hague Service Convention. A Singapore claimant therefore cannot use the Convention's Central Authority mechanism to serve Singapore process in Thailand.

The claimant must first satisfy Singapore's rules on approval for service out of jurisdiction (unless a valid contractual exception applies) and then select a method under Order 8 rule 2 of the ROC 2021 that is lawful in Thailand.

Given Thailand's position on the exercise of foreign judicial authority within its territory, the prudent route will ordinarily be an official request or letter rogatory transmitted through the appropriate governmental or diplomatic authorities, unless a specific bilateral arrangement or Thai-law mechanism clearly applies. Adequate time should be allowed for certified Thai translations and the return of formal proof of service.

E. Alternative service, timing and proof

Where ordinary service is impracticable, the Singapore court may authorise substituted service if the proposed method is likely to bring the document to the recipient's notice. Email, messaging applications or other electronic means may be suitable on the evidence in an appropriate case. For a recipient abroad, however, an alternative-service order does not dispense with applicable treaty obligations or the destination state's objections. If the Hague Convention applies, any proposed alternative channel must be compatible with the Convention and the destination state's declarations.

The originating process must be served within the validity period fixed in the ROC 2021, subject to any extension granted by the court. A defendant served outside Singapore generally receives a longer period to file the required notice or response, as specified in the ROC 2021 and the service documents. Claimants should preserve the Convention certificate, affidavit or memorandum of service, postal or process-server records, translations and any foreign authority's return. Before seeking default judgment, they should verify not only actual receipt but also compliance with the approved mode of service and any applicable treaty.

F. Consequences of defective service

A defendant may challenge the Singapore court's jurisdiction, seek to set aside service or apply to set aside a default judgment obtained following defective service. Actual knowledge of proceedings does not invariably cure failure to comply with a mandatory mode of service. The NW Corp case demonstrates that a default judgment resting on an unjustified assumption that contractual service out was permitted may be treated as irregular and set aside. Defective service can also jeopardise recognition and enforcement abroad because the enforcing court will commonly ask whether the defendant received proper notice and a fair opportunity to be heard.

Conclusion

The service of court process across international borders is a deceptively complex procedural step that can determine the ultimate success or failure of cross-border litigation. In both Thailand and Singapore, the rules governing cross-border service reflect the fundamental principle that governmental authority including the authority to deliver judicial process is territorial, and that any exercise of such authority on foreign soil requires the consent of the receiving state.

Thailand's position outside the Hague Service Convention means that all cross-border service involving Thai parties whether inbound or outbound must proceed through official diplomatic channels or letters rogatory. This is a process that is legally robust but operationally slow, and it demands careful advance planning.

Singapore's position is more flexible and treaty based. For service between Contracting States, the Hague Service Convention supplies a structured Central Authority route, but Singapore's objections to Article 10 mean that foreign parties cannot use postal or direct private channels to serve Convention documents in Singapore. For outbound Singapore proceedings, Order 8 of ROC 2021 first addresses the court's authority to permit service out. The Convention or the destination state's law then determines how service may lawfully be carried out.

In Singapore-Thailand matters, the practical asymmetry remains decisive. Singapore process directed to Thailand cannot use the Hague machinery and will ordinarily require an official non-Convention route compliant with Thai law. Conversely, Thai-origin process cannot invoke the Convention merely because Singapore is a party. Counsel should therefore separate three questions at the outset: (i) whether the forum court may assume jurisdiction, (ii) which cross-border transmission channel is legally available, and (iii) what evidence will prove valid service for judgment and enforcement purposes.

Underlying all of this is a broader truth about international litigation: jurisdictional success requires procedural diligence. A party that secures a strong merits position but fails to effect valid service may find that its judgment cannot be enforced where it matters most. For disputes involving Thai and Singapore elements, a coordinated approach, with specialist practitioners on both sides engaged from the outset is the most reliable path to ensuring that service is properly effected, that proceedings can move forward and that any eventual judgment will be capable of recognition and enforcement.

Further information

Should you have any questions on the branded residences in Thailand, please reach out to the team at PDLegal.

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