GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF TUE KINGDOM OF THAILAND
FOR THE PROMOTION AND PROTECTION
OF INVESTMENTS

The Government of Republic of India and the Government of the Kingdom of Thailand (hereinafter referred to as the "Contracting Parties");

Desiring to create conditions favourable for fostering greater investment by investors of one State in the territory of the other State;

Recognising that the encouragement, and reciprocal protection of such investment will be conducive to the stimulation of individual business initiative and will increase prosperity in both States;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement:

(a) "Companies" means:

(i) In respect of India: Corporations, firms and associations incorporated or constituted or established under the law in force in any part of India

(ii) In respect of the Kingdom of Thailand, any juridical person incorporated or constituted under the law in force In the Kingdom of Thailand whether or not limited liability and whether or not for pecuniary profit;

(b) "investment" means every kind of asset established or acquired, including changes in the form of such investment, In accordance with the national laws of the Contracting Party in whose territory the investment is made and in particular, though not exclusively, includes:

(i) movable and immovable property as well other rights such as mortgages, liens or pledges;

(ii) shares in and stock and debentures of a company and any other similar forms of participation in a company;

(iii) rights to money or to any performance under contract having a financial value;

(iv) intellectual property rights, goodwill, technical processes and know-howin accordance with the relevant laws of the respective Contracting Party;

(v) business concessions conferred by law or under contract, including concessions to search for and extract oil, minerals and other natural resources;

(c) “investor” means any national or company of a Contracting Party.

(d) “national” means:

(i) in respect of India, persons deriving their status as Indian nationals from the law in force in India;

(ii) in respect of the Kingdom of Thailand, any person who possesses Thai nationality under the law in force in the Kingdom of Thailand;

(e) “returns” means the monetary amounts yielded by an investment such as profit, interest, capital gains, dividends, royalties and fees;

(f) “territory” means:

(i) in respect of India, the territory of the Republic of India including its territorial waters and the airspace above it and other maritime zones including the Exclusive Economic Zone and continental shelf over which the Republic of India has sovereignty, sovereign rights or exclusive jurisdiction in accordance with its laws in force, the 1982 United Nations Convention on the Law of the Sea and International Law.

(ii) In respect of the Kingdom of Thailand, the national territory of the Kingdom of Thailand including the maritime areas, seabed and subsoil, over which the Kingdom of Thailand exercises, in accordance with international law, sovereign right or jurisdiction.

(g) “freely, useable currency” means any currency that is widely used to make payments for international transactions and is widely traded in the principal exchange markets.

ARTICLE 2
SCOPE OF TUE AGREEMENT

The benefit of this Agreement shall apply to all investments made by investors of one Contracting Party in the territory of the other Contracting Party, which have been admitted in accordance with the laws land regulations and, where applicable, specifically approved In writing by the competent authorities concerned of the other Contracting Party, whether made before or after coming into force of this Agreement.

ARTICLE 3
PROMOTION AND PROTECTION OF INVESTMENT

(1) Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party to make investments in its territory, and admit such investments in accordance with its laws and policy.

(2) Investments and returns of investors of each Contracting Party in the territory of the other Contracting Party shall at all times be accorded fair and equitable treatment including protection and security under the laws of the other Contracting Party.

ARTICLE 4
TREATMENT OF INVESTMENT

(1) investments of investors of one Contracting Party in the territory of the other Contracting Party, as also the returns therefrom, shall receive treatment which Is fair and equitable and not less favourable than that accorded in respect of the investments and returns of the investors of the latter Contracting Party or of any third State.

(2) Each Contracting Party shall in its territory accord to investors of the other Contracting Party as regards the management. use, enjoyment or disposal of their investments, treatment which is fair and equitable and not less favourable than that which it accords to the investors of any third State.

ARTICLE 5
EXCEPTIONS

The provisions of Article 4 shall not be construed so as to oblige one Contracting Party to extend to the investors of the other Contracting Party the benefit of any treatment, preference or privilege resulting from:

(a) any existing or future customs union or similar international agreement to which it is or may become a party. or

(b) any matter pertaining wholly or mainly to taxation.

ARTICLE 6
EXPROPRIATION AND COMPENSATION FOR LOSSES

(1) Investments of investors of either Contracting Party shall not be nationalised, expropriated, or subjected to measures having effect equivalent to nationalisation or expropriation (hereinafter referred to as expropriation”) in the territory of the other Contracting Party except for a public purpose in accordance with law on a non-discriminatory basis and against fair and equitable compensation. Such compensation

shall amount to the genuine market value of the investment expropriated, immediately before the expropriation or before the impending expropriation becomes public knowledge, whichever is earlier, shall include interest at a fair and equitable rate until the date of payment, shall be made without unreasonable delay, be effectively realizable and be freely transferable.

(2) The investor affected shall have a right, under the law of the Contracting party making the expropriation, to review, by a judicial or other independent authority of that Contracting Party, of his or its case and of the valuation of his or its investment in accordance with the principles set out in the paragraph (1). The Contracting Party making the expropriation shall make every endeavour to ensure that such review is carried out promptly.

(3) Where a Contracting Party expropriates the assets of a company which is incorporated or constituted under the law in force in any part of its own territory, and in which investors of the other Contracting Party own shares, it shall ensure that the provisions of paragraph (1) of this Article are applied to the extent necessary to ensure fair and equitable compensation in respect of their investment to such investors of the other Contracting Party who are owners of those shares.

(4) Investors of one Contracting Party whose investments in the territory of the other Contracting Party suffer losses owing to war or other armed conflict, a state of national emergency or civil disturbances in the territory of the latter Contracting Party shall be accorded by the latter Contracting Party treatment, as regards restitution, indemnification, compensation or other settlement, no less favourable than that which the latter Contracting Party accords to its own investors or to investors of any third state. Resulting payments shall be freely transferable in freely usable currencies.

ARTICLE 7
TRANSFER OF INVESTMENT AND RETURNS

(1) Each Contracting Party shall permit all funds of an investor of the other Contracting Party related to an investment in its territory and returns therefrom to be freely transferred, without unreasonable delay and on a non-discriminatory basis. Such funds may include:

(a) Capital and additional capital amounts used to maintain and Increase investments;

(b) Net operating profits including dividends and interest In proportion to their shareholding;

(c) Repayments of any loan, including interest thereon, relating to the investment;

(d) Payment of royalties and services fees relating to the investment;

(e) Proceeds from sales of their shares;

(f) Proceeds received by investors in case of sale or partial sale of liquidation;

(g) The earnings of nationals of one Contracting Party who work in connection with investment in the territory of the other Contracting Party.

(2) Nothing in paragraph (1) of this Article shall affect the transfer of any compensation under Article 6 of this Agreement.

(3) Unless otherwise agreed to between the parties, currency transfer under paragraph (1) of this Article shall be permitted in the currency of the original Investment or any other freely usable currency. Such transfer shall be made at the prevailing market rate of exchange on the date of transfer.

ARTICLE 8
SUBROGATION

Where one Contracting Party or its designated agency has guaranteed any indemnity, against noncommercial risks in respect of an investment by any of its investors in the territory of the other Contracting Party and has made payment to such investors in respect of their claims under this Agreement, the, other Contracting Party agrees that the first Contracting Party or its designated agency is entitled by virtue of subrogation to exercise the rights and assert the claims of those investors. The subrogated rights or claims shall not exceed the original rights or claims of such investors.

ARTICLE 9
SETTLEMENT & DISPUTES BETWEEN AN INVESTOR AND A CONTRACTING PARTY

(1) Any dispute between an investor of one Contracting Party and the other Contracting Party in relation to an investment of the former under this Agreement shall, as far as possible, be settled amicably through negotiations between the parties to the dispute,

(2) Any such dispute which has not been amicably settled within a period of six months may, if both parties to the dispute agree, be submitted:

(a) for resolution, in accordance with the law of the Contracting Party which has admitted the investment to that Contracting Party's competent judicial or administrative bodies; or

(b) to international conciliation under the Conciliation Rules of the United Nations Commission on International Trade Law.

(3) Should the parties fail to agree on a dispute settlement procedure provided under paragraph (2) of this Article or where a dispute is referred to conciliation but conciliation proceedings are terminated other than by signing of a settlement agreement, the dispute may be referred to Arbitration. The arbitration procedure shall be as follows:

(a) If the Contracting Party of the Investor and the other Contracting Party are both parties to the Convention on the Settlement of Investment Disputes between States and Nationals of other States, 1965, and the investor consents in writing to submit the dispute to the International Center for the Settlement of Investment Disputes, such a dispute shall be referred to the Center; or

(b) If both parties to the disputes so agree, under the Additional Facility for the Administration of Conciliation, Arbitration and Fact-Finding Proceedings of ICSID; or

(c) To an ad hoc arbitral tribunal by either party to the dispute in accordance with the Arbitration Rules of tile United Nations Commission on International Trade Law, 1976, subject to the following modifications:

(i) The appointing authority under Article 7 of the Rules shall be the President, the Vice-President or the next senior Judge of the International Court of Justice, who is not a national of either Contracting Party. The third arbitrator shall not be a national of either Contracting Party.

(ii) The parties shall appoint their respective arbitrators within two months.

(iii) The arbitral award shall be made in accordance with the provisions of this Agreement.

(iv) The arbitral tribunal shall state the basis of its decision and give reasons upon the request of either party.

ARTICLE 10
DISPUTES BETWEEN TUE CONTRACTING PARTIES

(1) Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, as far as possible, be settled through negotiation.

(2) If a dispute between the Contracting Parties cannot thus be settled within six months from the time the dispute arose, it shall upon the request of either Contracting Party be submitted to an arbitral tribunal.

(3) Such an arbitral tribunal shall be constituted for each individual case in the following, way. Within two months of the receipt of the request for arbitration, each Contracting

Party shall appoint one member of the tribunal. Those two members shall then select a national of a third State who on approval by, the two Contracting Parties shall be appointed Chairman of the tribunal. The Chairman shall be appointed within two months' from the date of appointment of the other two members.

(4) If within the periods specified in paragraph (3) of this Article the necessary appointments have not been made, either Contracting Party may in the absence of any other agreement, invite the President of the International Court of Justice to make any necessary appointments. If the President is a national of either Contracting Party or if he is otherwise prevented from discharging the said function, the Vice President shall be invited to make the necessary appointments. If the Vice President is a national of either Contracting Party or if he too is prevented from discharging the said function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

(5) The arbitral tribunal shall reach its decision by a majority of votes. Such decisions shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings: the cost of the Chairman and the remaining costs shall be borne in equal parts by the Contracting Parties. The tribunal may, however, in its decision direct that a higher proportion of costs shall be borne by one of the two Contracting Parties, and this award shall be binding on both Contracting Parties. The tribunal shall determine its own procedures.

ARTICLE 11
ENTRY AND SOJOURN OF PERSONNEL

A Contracting Party shall, subject to its applicable laws and regulations relating to the entry and sojourn of non-citizens, permit natural persons of the other Contracting Party and personnel employed by companies of the other Contracting Party to enter and remain in its territory for the purpose of engaging in activities connected with investments.

ARTICLE 12
APPLICABLE LAWS

(1) Except as otherwise provided in this Agreement, all investments shall be governed by the laws in force in the territory of the Contracting Party in which such investments are made.

(2) Notwithstanding paragraph (1) of this Article, nothing in this Agreement precludes the host Contracting Party from taking action for the protection of its essential security interests or in circumstances of extreme emergency in accordance with its laws normally and reasonably applied on a non-discriminatory basis.

ARTICLE 13

APPLICATION OF OTHER RULES

If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties In addition to the present Agreement contain rules, whether general or specific, entitling Investments by investors of the other Contracting Party to a treatment more favourable than is provided for by the present Agreement, such rules shall, to the extent that they are more favourable, prevail over the present Agreement.

ARTICLE 14
ENTRY INTO FORCE

This Agreement shall be subject to ratification and shall enter into force on the date of exchange of Instruments of Ratification.

ARTICLE 15
DURATION AND TERMINATION

(1) This agreement shall remain in form for a period of ten years and thereafter it shall be deemed to have been automatically extended unless either Contracting Party gives to the other Contracting Party a written notice of its intention to terminate the Agreement. The Agreement shall stand terminated one year from the date on receipt of such written notice.

(2) Notwithstanding termination of this Agreement pursuant to paragraph (1) of this Article, the Agreement shall continue to be effective for a further period of fifteen years from the date of its termination in respect of investments made or acquired before the date of termination of this Agreement.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Agreement.

Done at New Delhi on this tenth day of July, 2000 in two originals each in the Hindi, English and Thai languages, all texts being equally authoritative. In case of any divergence, the English text shall prevail.

Sd/-	**Sd/-**
For the Government of Republic of India	For the Government of the Kingdom of Thailand