

AMBIGUITY OF JURISTIC RELATION BETWEEN RIDE-HAILING COMPANIES AND DRIVERS IN THAILAND: THE IMPERATIVE FOR NEW LEGAL INSTRUMENTS TO PRESERVE THE INTERMEDIARY BUSINESS NATURE AND PUBLIC SAFETY

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ABSTRACT

The rapid rise of ride-hailing platforms has introduced a complex web of legal and economic relationships between companies and drivers, challenging traditional classifications of their relationships with drivers. This paper examines the juristic relation between ride-hailing companies and their drivers through the lens of existing legal frameworks in Thailand. By analyzing key court decisions and legislative approaches in different jurisdictions, and the practical realities of these arrangements, the study highlights the undiscovered area in the current Thai legal instruments, and argues that these companies primarily function as intermediaries or brokers facilitating contracts between drivers and passengers. The research further demonstrates the inadequacies of existing legal frameworks to clearly address this triadic relationship and advocates for the development of new legal instruments to ensure fairness and accountability while fostering innovation in the platform economy.

Keywords: Juristic Relation, Ride-Hailing Platform, Contract Law, Brokerage Contract, Platform Economy

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INTRODUCTION

The advent of ride-hailing platforms has revolutionized urban mobility, transforming how people access transportation services while creating new opportunities for drivers to engage in flexible work arrangements. Platforms such as Uber, Grab, and Lyft have disrupted traditional taxi services by leveraging digital technologies to match passengers with drivers in real-time. However, this innovation has also raised significant legal questions about the nature of the relationship between ride-hailing companies and their drivers. Unlike traditional employment or independent contractor arrangements, the interaction between these companies and their drivers defies easy classification, leading to disputes and varying interpretations across jurisdictions, including Thailand.

At the heart of these disputes lies the question of whether ride-hailing companies should be considered employers, brokerage service providers (intermediaries), or principals under the existing Thai law regime. Drivers often argue for recognition as employees to access benefits such as minimum wage protections, health insurance, and social security (Marcano, 2018) (Kim & Eun-jung, 2024). Conversely, ride-hailing companies are on the position that they are only running technology platforms acting as intermediaries, absolving them of obligations typically associated with employment relationships (Transatlantic Law International Limited, 2021; Ndungu, 2024; Russon, 2021). This dissimilarity underscores the inadequacy of existing legal frameworks in addressing the complexities of platform-mediated work arrangements.

The legal challenges surrounding ride-hailing platforms are further complicated by the diversity of regulatory responses worldwide. While some jurisdictions, such as California, have enacted legislation like Assembly Bill 5 (AB5) to classify certain gig workers as employees (California Legislative Information, 2020; Abrahams, Manana, & Kukuri, 2024; Russon, 2021; PwC Australia, 2024; Reuters, 2018; Kim & Eun-jung, 2024), others have adopted a laissez-faire approach, e.g. San Francisco, China, and Singapore, allowing platforms to operate with minimal oversight (Dubal, Collier, & Cart, 2018; Jiang & Wang, 2020; McCarthy, 2024). Courts in various countries have also delivered conflicting judgments (Abrahams, Manana, and Kukuri, 2024; Russon, 2021; PwC Australia, 2024; Reuters, 2018; Kim & Eun-jung, 2024), reflecting the absence of a unified approach to regulating this emerging sector. At present, there has not been a clear court judgment addressing the legal relationship between ride-hailing companies and drivers in Thailand. This lack of consensus underscores the urgent need for a comprehensive analysis of the juristic relation between ride-hailing companies and their drivers as it affects the rights and duties of the contracting parties.

This paper seeks to address these challenges by examining the legal status of ride-hailing companies through a critical analysis of existing legal frameworks and court decisions. The research addresses the following questions, 1) What the nature of ride-hailing platform operations is, 2) What the juristic relation between ride-hailing companies and drivers is under Thai laws, and 3) Whether there should be any rules or laws governing this juristic relation.

The researcher believes that this work shall serve as an idea to initiate a study in a global level to address these controversies worldwide.

RESEARCH METHODOLOGY

Since this research is a qualitative study in the field of law, the researcher employs the doctrinal research method, which is the primary approach used in legal studies, combined with qualitative research methods.

The research process involves gathering scholarly opinions from academics in the fields of law, court decisions, legislative approaches in different jurisdictions, as well as term documents and establishing documents of key ride-hailing companies. These sources are analyzed, compared,

and evaluated to interpret the law and address the core research questions directly and effectively.

RESEARCH RESULTS

The nature of ride-hailing platform operations is actually a contract-formation-facilitating.

Contract-formation-facilitating intermediary is the best tag for ride-hailing companies (Hiebl, 2022; Cohen & Sundararajan, 2017). The ride-hailing platform industry traces its origins to 2009 with the launch of Uber. Founded in San Francisco, Uber introduced an innovative approach to transportation by using smartphone applications to connect passengers with drivers (Uber Technologies Inc., n.d.). This marked a significant transformation from traditional taxi services (Teixeira, 2023). Rapid emergences of other platforms, such as Lyft in the United States (Greiner, McFarland, Sherman, & Tse, 2019), Grab in Southeast Asia (Grab, n.d.), Didi Chuxing in China (DiDi, n.d.), and Bolt in Estonia (Bolt, 2023), then came to the world's awareness.

Thailand's ride-hailing industry has seen significant growth, with several prominent platforms offering services to meet the needs of passengers and drivers (Statista, 2024). Among the leading providers is Grab, a regional giant known for its wide range of offerings (Grab, n.d.). Other key players include Bolt (Bolt, n.d.). Additional players, such as AirAsia Ride, provide alternatives (AirAsia, 2022). These platforms operate under similar contractual frameworks, typically classifying drivers as independent contractors while emphasizing their intermediary role in connecting passengers and drivers (Grab, 2025; Bolt, 2020; AirAsia, 2021).

The core operation of ride-hailing platforms involves leveraging technology to facilitate a three-way interaction between the platform, drivers, and passengers. These platforms typically function through mobile applications that provide features such as real-time ride requests, GPS navigation, fare calculation, and payment processing (Grab, 2025; Bolt, 2020; AirAsia, 2021). Central to the operations of ride-hailing platforms are the terms and conditions governing their relationships with drivers and passengers. In the case of drivers, platforms often classify them as independent contractors rather than employees. This classification is reflected in the terms of service, which explicitly state that drivers are responsible for their own vehicle maintenance, fuel costs, and insurance (See Grab's Code of Conduct: Driver / Delivery Partner Penalty Guidelines and Bolt's General Terms for Drivers) (Bolt, 2020; Grab, n.d.). For instance, Bolt's agreement with drivers specifies that the company acts as a technology service provider facilitating ride requests, but specifies nothing to guarantee any minimum income for drivers. The document clearly defines "fare" as the fee a Passenger is obliged to pay Driver for provision of the Transportation Services (Bolt, 2020). Similarly, Grab's Code of Conduct emphasizes that drivers are entitled to refuse ride requests (Grab, n.d.).

On the passenger side, the terms of service typically outline the platform's limited liability in ensuring service quality and safety. For example, most platforms include disclaimers stating that they do not provide transportation services but merely facilitate the connection between passengers and drivers. Passengers are often required to agree to terms that waive the platform's responsibility for delays, cancellations, or driver misconduct (Bolt, 2020; Grab, 2025; AirAsia Move, 2022). These provisions highlight the intermediary role that ride-hailing companies seek to maintain in their legal relationships.

While the technological and operational models of ride-hailing platforms have undoubtedly transformed urban transportation, they, even serving as intermediaries, have also introduced a range of challenges. The reliance on algorithmic decision-making, such as pricing and driver ratings, raises concerns about fairness and transparency (Dolata & Schwabe, 2024). Additionally, the classification of drivers as independent contractors has sparked widespread debate regarding labor rights and social protections (Wantanasombut, 2024; Somwaiya &

Vorawanichar, 2023; Marcano, 2018). As the industry continues to evolve, these operational dynamics necessitate closer scrutiny to ensure that the benefits of innovation are balanced with equitable treatment for all stakeholders.

The juristic relation between ride-hailing companies and drivers under Thai laws is likely the brokerage agreement.

The juristic relation between ride-hailing companies and drivers is diverse across different jurisdictions. In China, such juristic relation is judged based on a case-by-case basis (Tu & Wang, 2024; Qian, 2021).

Since this research focuses on the relationship established under Thai law, it can likely fall into one of three primary types: 1) employment contract, 2) agency contract, and 3) brokerage contract. Each type reflects different legal interpretations and carries distinct implications for both companies and drivers.

1) Employment Contract: An employment contract implies a traditional employer-employee relationship where the company exercises significant control over the driver's work and provides employment benefits (Thailand Civil and Commercial Code, 1925) (Section 583) (Labor Protection Act, B.E. 2541, 1998) (Section 108). This interpretation has been a contentious issue in many jurisdictions. For instance, in the United Kingdom, the landmark case of *Uber BV v. Aslam* (2021), the UK Supreme Court ruled that Uber drivers were "workers" entitled to minimum wage, holiday pay, and other benefits (Russon, 2021). The court, in Paragraphs 94 and 101 emphasized that Uber exercised significant control over drivers by setting fares, dictating routes, and imposing performance metrics, which aligned more closely with an employment relationship than independent contracting (*Uber BV and others v Aslam and others*, 2018).

Similarly, California's Assembly Bill 5 (AB5) adopted in 2019, initially sought to classify gig workers, including ride-hailing drivers, as employees unless companies could prove otherwise under the ABC test (California Legislative Information, 2020). While Proposition 22 later exempted ride-hailing companies from AB5 (Proposition 22, California, 2020), the debate underscored the challenges of applying traditional employment laws to platform-based work. Taking a close look at Thailand, the Supreme Court Judgment No. 1189/2560 established the test to determine whether an employment contract has been concluded. Firstly, the employee is not required to provide tools or materials for the work. Secondly, the employee must perform their duties in accordance with the employer's instructions and be subject to the employer's supervision and control. Lastly, the employer is obligated to pay wages or remuneration throughout the period the employee works for the employer (Supreme Court of Thailand Judgement No. 1189/2560, 2017). Considering the juristic relation between ride-hailing companies and drivers in Thailand, akin to other countries, the terms and conditions governing their relationships basically state that drivers are responsible for using their own vehicle, vehicle maintenance, and insurance. Drivers usually have the authority to set their schedules and are free to accept or decline ride requests (Bolt, 2020; Grab, n.d.). This means drivers are not required to work in specific periods, and do not get paid in return for such performance. They don't have to request leave permissions when they don't want to provide services. They get paid based on the fares paid by passengers, but only authorize the ride-hailing company to collect fares from passengers and transfer them to the drivers (Bolt, 2020; Grab, 2025). Additionally, drivers are not forced to only provide their transportation through one platform as there is no requirement specified in the terms or agreements. They are free to use more than one platform at a time. One more thing, drivers have to pay fees to the companies for the platform usage. It's likely that drivers are also service users (Bolt, 2020; Grab, 2025; AirAsia, 2021).

Ride-hailing companies may implement some mechanisms to sanction against drivers who violate the companies' policy, e.g. account suspension and transaction suspension (Bolt, 2020;

Grab, n.d.; Grab, 2025; AirAsia, 2021). These, in the view of the researcher, are only the methods of preserving platform's reputation by helping passengers to find desirable drivers since those sanctions and controls are not fit properly with the test to determine drivers as employees (Supreme Court of Thailand Judgement No. 1189/2560, 2017). It's also the right of companies on platform management as they are the owners and operators. Meanwhile, the researcher views that fare calculation is the assistance provided by the companies to assure the fare contract formations as platform operators are not allowed to arbitrarily set the fare but they have to comply with the relevant regulations (Ministerial Notification of the Ministry of Transport on the Determination of Passenger Transport Fares and Other Service Fees for Hire Vehicles via Electronic Systems, B.E. 2564, 2021) (Notification of Department of Land Transport on the Specification and Operational System of Electronic Systems and the Criteria, Procedures, and Conditions for the Certification of Electronic Systems and Electronic Service Providers for Hire Vehicles via Electronic Systems (No. 2), B.E. 2565, 2022). Drivers are always free to leave the platforms and get passengers on the streets or in other traditional ways if they are not satisfied with these mechanisms.

Thus, in the view of the researcher, based on the fact that drivers have to agree with these terms and conditions since they apply to use the platforms, the employment contract is not formulated in this situation. In this regard, as the principle declared in the Supreme Court Decision No. 6563/2545 (Year 2002), Section 171 of Thailand Civil and Commercial Code saying "*in the interpretation of a declaration of intention, the true intention is to be sought rather than the literal meaning of the words or expressions.*" (Thailand Civil and Commercial Code, 1925) should not be applicable here to distort the relationship to be the employment type because such provision is applicable only in cases where an agreement contains ambiguous terms, conflicting clauses, or multiple possible interpretations, the true intention of the parties shall prevail (Supreme Court of Thailand Judgement No. 6563/2545, 2002). It's obvious that the terms and conditions or agreements between ride-hailing and drivers constitute no employment relationship. Therefore, it's more logical to view the "true intention" of the parties from the crystal-clear textual agreement they have agreed upon before entering into it which finally results in the work characteristic that is far different from a full-time job under an employment contract in many aspects. In addition, merely labor protection should not be the reason to extremely push this relationship into the category of employment as the original intention has never been so.

Another court decision undermining this idea is the Judgment of the Specialized Appellate Court (Labor Case) No. 5412/2566 (2023) which ruled that food delivery drivers perform their duties according to the orders of customers who purchase goods through the platform. Therefore, there is no employment contract relationship between the drivers and the platform owner company (Court of Appeal of Thailand Judgement No. 5412/2566, 2023).

2) Agency Contract: Under an agency contract, the ride-hailing company acts as the principal, and the driver serves as its agent. In this relationship, the driver represents the company in providing transportation services to passengers (Thailand Civil and Commercial Code, 1925) (Section 797). Agency contracts can lead to shared liability between the company and the driver, especially in cases of accidents or misconduct (Thailand Civil and Commercial Code, 1925) (Section 828). This interpretation is rarely seen in both Thailand and foreign countries. In *Uber London v. United Trade Action Group Limited* [2021] EWHC 3290, the High Court of Justice held that "in order to operate lawfully under the Private Hire Vehicles (London) Act 1998, a licensed operator (herein Uber) who accepts a booking from a passenger is required to enter as principal into a contractual obligation with the passenger to undertake the booked journey. The court rejected Uber's argument stating that they were merely acting as an agent (High Court of Justice, Queen's Bench Division, Administrative Court, 2021).

However, such principal status was declared to explain that the Uber is the key actor to enter into contracts with passengers. The court did not label the relationship as the type of principal-agent arrangement since the court still recognized the employer-employee relationship decided previously by the Supreme Court (*Uber BV and others v Aslam and others*, 2018).

There is one case from Thailand close to the relationship discussed here. The Supreme Court Judgment No. 3116/2523 (1980) states that "*The taxi cooperative allowed Defendant No. 1 to use the cooperative's taxi to transport passengers as part of the cooperative's operations, creating the appearance that Defendant No. 1 was its agent. When Defendant No. 1 committed a tort by colliding with the plaintiff's car, the cooperative was held jointly liable*" (Supreme Court of Thailand Judgment No. 3116/2523, 1980). This decision is likely not applicable to the relationship between ride-hailing companies and drivers since it's clear that drivers are not using the company's vehicle. They are working as independent contractors as usually acknowledged by them from the terms and conditions. Furthermore, passengers are also required to agree with the terms and conditions apparently specifying that drivers are independent contractors, and companies only service through an application that acts as an intermediary, transmitting requests for transportation services between passengers and drivers, herein companies do not provide transportation services (Bolt, 2020; Grab, 2025; AirAsia Move, 2022).

Therefore, it is unreasonable to conclude that this is a principal-agent contract since ride-hailing companies do not have the business purpose of providing transportation services at the outset.

3) Brokerage Contract: In this model, the company acts as a broker, facilitating contract formation between drivers and passengers (Thailand Civil and Commercial Code, 1925 (Section 845). This relationship is explicitly stated in the terms of service of platforms like Bolt and Grab, which describe their role as technology providers rather than transportation service providers, and drivers are obligated to pay the fee based on the fare paid by passengers (Bolt, 2020; Grab, 2025; AirAsia Move, 2022). This reciprocal relationship is similar to what described in the Section 828 of Thailand Civil and Commercial Code.

Besides the companies' documents as repeatedly mentioned above, the government of Thailand issued the '**Royal Decree on the Operation of Digital Platform Services Requiring Notification, B.E. 2565 (2022)**' which its Section 3 defines "digital platform services" as "*the provision of electronic intermediary services involving the management of data to facilitate connections via computer networks between entrepreneurs, consumers, or service users, enabling electronic transactions*" (Royal Decree on the Operation of Digital Platform Services Requiring Notification, B.E. 2565, 2022, Section 3). This law neither specifies any employment relationship nor a principal-agent relationship between drivers and platform operators. It merely provides the status of the intermediary for platforms.

Thailand's not the only state having the law describing the intermediary status as such. India issued the 'Motor Vehicle Aggregator Guidelines 2020', according to the Motor Vehicles (Amendment) Act 2019, to describe a platform operator as an Aggregator who is a digital intermediary for a passenger to connect with a driver purposely for transportation (Motor Vehicle Aggregator Guidelines, 2020, Section 1).

Another example is the Land Public Transport Act 2010 of Malaysia which defines an "intermediation business" as the business of facilitating arrangements, bookings or transactions for the vehicle service whether for any valuable consideration or money's worth or otherwise (Act 715 Land Public Transport Act 2010 of Malaysia, 2019).

Recently in 2022, China passed the law called the 'Interim Measures for the Administration of Online Taxi Booking Business Operations and Services (网络预约出租汽车经营服务管理暂行办法)' which does not constitute the employer-employee relationship, but merely provides for the status of "online taxi booking operator" defined as "*an enterprise legal person that*

construct network service platforms and engage in online taxi booking business operations and services.” Therefore, platform operators are regarded as intermediaries connecting drivers and passengers. (Interim Measures for the Administration of Online Taxi Booking Services, 2022) Nevertheless, this neither gives the typical broker status to platform operators. The law imposes duties beyond ordinary brokers to ride-hailing companies to preserve public safety. This idea is similar to the law adopted in British Columbia where the state recognizes platform operators as Transportation Network Services (TNS) (Passenger Transportation Act, 2004).

This brokerage type of relationship seems to fit with the current Thai legal regime and the original business model the most. Nonetheless, social expectation on platform operators’ responsibility and controversial legal relationship between companies and drivers are bringing about the necessity of developing new legal measures to draw the clear legal border thereof as the operators are *per se* entrepreneurs and passengers are *de facto* consumers.

Clear legal standard is mandatory here to ensure fairness and accountability while fostering innovation in the platform economy

A specific legal instrument is mandatory to deal with this social and technological development.

Unlike typical brokerage agreements, it’s undeniable that ride-hailing companies are, to some extent, able to calculate fares, dictate routes, suspend driver accounts, and impose performance metrics. To avoid confusion about the legal relationship and to fulfill social expectation, the specific type of relationship between platform operators and drivers should be clearly introduced. Similarly, the legal status of drivers as a specific type of workers as different from traditional employees should be mentioned.

DISCUSSION & CONCLUSION

While the origin and nature of the ride-hailing business model is easing the contract formulation between drivers and passengers, this function should fall into the category of brokerage contract under the Thailand Civil and Commercial Code.

However, the differing interpretations of the platform-driver relationship highlight the need for a nuanced approach to regulation. While the employment model ensures greater protections for drivers, it may impose excessive costs on platforms and contradict the original intention of contractual parties. On the other hand, the brokerage model promotes flexibility but raises concerns about fairness and accountability since platforms operators are directing drivers to some extent in reality. The absence of a proper legal instrument governing this relationship shall leave the threshold for ill interpretation that distorts the nature of the platform operations and the original agreements among parties. A balanced regulatory framework that addresses the unique characteristics of ride-hailing platforms while protecting public interests is essential for the sustainable growth of this industry. This should also specify inclusively both rights and duties for drivers and platform operators in the following aspects.

1) Judicial relationship and legal statuses: It needs to be clear that they are not in the traditional employment contract due to the reason mentioned above. Meanwhile, adopting only the brokerage contract will likely represent the fact that drivers are partially controlled by platform operators in a certain degree. Therefore, the independent work agreement should be used to describe their relationship, while companies are regarded as ‘platform operators’ to be working on online ride booking, and drivers’ are ‘independent workers’ to be providing services to passengers through electronic platforms. This type of relationship can be found in some jurisdictions, e.g. People’s Republic of China and British Columbia (Canada) (Passenger Transportation Act, 2004) (Interim Measures for the Administration of Online Taxi Booking Services, 2022) (Proposition 22, California, 2020).

2) Rights and duties of drivers and platform operators: Considering the Proposition 22 of the State of California, Passenger Transportation Act 2004 of the British Columbia, the Motor

Vehicle Aggregator Guidelines 2020 of India, and the Interim Measures 2022 of People's Republic of China, the following details are worth being considered to maintain public safety, consumer protection, and the independence of workers.

2.1) Independence protection: Drivers should be independent in their work, for examples, they shall be free in deciding dates, times of day, or a minimum number of work hours. Drivers shall not be forced to accept any specific ride service request, as well as to perform ride service through only one platform (Proposition 22, California, 2020).

2.2) Compliances regarding vehicles and driver qualification: Ride-hailing companies should be obligated to ensure that vehicles registered and used by drivers are in line with the regulations in force, and should be obligated to ensure that drivers are legally qualified to provide ride services as same as drivers providing offline services (Motor Vehicle Aggregator Guidelines, 2020, Article 7-8) (Interim Measures for the Administration of Online Taxi Booking Services, 2022, Article 17-18).

2.3) Fair price calculation: Ride-hailing companies should be fair on fare calculation which be compliant with the regulations in force (Motor Vehicle Aggregator Guidelines, 2020, Article 13) (Interim Measures for the Administration of Online Taxi Booking Services, 2022, Article 19-20) (Passenger Transportation Act, 2004, Part 1).

2.4) Public safety maintenance: Proper channels or networks for monitoring and ensuring the rights and interests of passengers should be provided. (Motor Vehicle Aggregator Guidelines, 2020, Article 10) (Interim Measures for the Administration of Online Taxi Booking Services, 2022, Article 24) (Passenger Transportation Act, 2004, Part 2 and 3) (Proposition 22, California, 2020).

2.5) Code of conduct for drivers: Ride-hailing companies should ensure that drivers provide services in good manners for the interests of passengers. This may include introducing drivers to take the assigned routes, to not commit sexual harassment, and to not allow other non-registered persons to provide the services on their behalf (Motor Vehicle Aggregator Guidelines, 2020, Article 10) (Interim Measures for the Administration of Online Taxi Booking Services, 2022, Article 16).

2.6) Training for drivers: Ride-hailing companies should provide pre-job training for drivers to ensure that the services are provided in the safe manner which shall benefit drivers, passengers, and society as a whole (Motor Vehicle Aggregator Guidelines, 2020, Article 7) (Interim Measures for the Administration of Online Taxi Booking Services, 2022, Article 18) (Proposition 22, California, 2020).

To this end, the researcher believes this idea shall serve as the initiative for a firm legal principle governing this business relationship in Thailand and shall greatly enhance Thailand's economic growth while maintaining fairness and safety for society as a whole.

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