



Press and Information

Court of Justice of the European Union
PRESS RELEASE No 16/20
Luxembourg, 20 February 2020

Order of the Court in Case C-606/19
flightright v Iberia

Where journeys with a confirmed single booking comprise of several connecting flights operated by separate air carriers, compensation for the cancellation of the final leg of the journey may be sought before the courts of the place of departure of the first leg

Two passengers booked a journey with connecting flights under a confirmed single booking. The journey was divided into three legs: the first leg of the journey, from Hamburg (Germany) to London (UK), was operated by the British airline British Airways; the other two legs of the journey, from London to Madrid (Spain) and from Madrid to San Sebastian (Spain), were operated by the Spanish airline Iberia. The third leg of the journey was cancelled without the passengers being informed in due time. flightright, a company established in Potsdam (Germany) to which the passengers had assigned any rights to compensation, then lodged before the Amtsgericht Hamburg (Local Court, Hamburg) a claim for compensation against Iberia. The amount sought on the basis of the Air Passengers Regulation¹ is €250 per passenger, the distance between Hamburg and San Sebastian being approximately 1 433 km.

The Amtsgericht Hamburg questions whether it has jurisdiction over the dispute in respect of **the leg of the journey that was cancelled**, given that **the place of departure and the place of arrival of that leg of the journey**, namely, respectively, Madrid and San Sebastian, **are outside its territorial jurisdiction**. That question requires the interpretation of the Regulation on jurisdiction.²

The German court notes that the Court of Justice, in a judgment of 11 July 2019,³ held that, in the context of a journey with connecting flights made under a single booking, **the air carrier that operated the first leg of the journey**, which had its place of departure within the territorial jurisdiction of the court hearing the case, could be sued for all connecting flights in that journey for the purpose of a claim for compensation brought on the basis of the Air Passengers Regulation. In the light of that judgment, the Amtsgericht Hamburg is unsure whether **the air carrier in charge of the final leg of such a journey** (Iberia) may also be sued before it in the context of a claim for compensation on that basis.

In its order of 13 February 2020, delivered today, **the Court holds that** the Regulation on jurisdiction must be interpreted as meaning that, **where journeys with a confirmed single booking comprise several connecting flights operated by two separate air carriers, the compensation claims for the cancellation of the final leg of the journey may be brought before the courts of the place of departure of the first leg of the journey even if they are brought against the air carrier in charge of the final leg.**

¹ Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, and repealing Regulation (EEC) No 295/91 (OJ 2004 L 46, p. 1).

² Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2012 L 351, p. 1).

³ Case: [C-502/18](#) České aerolinie see Press Release No. [95/19](#).

According to the Court, in the case of a contract for carriage by air with a confirmed single booking for the entire journey, the air carrier is under the obligation to carry a passenger from a point A to a point D. Accordingly, **in the case of a journey with connecting flights under a confirmed single booking comprising two legs, the place of performance of that journey, within the meaning of the Regulation on jurisdiction can be the place of departure of the first leg of the journey, as one of the principal places of provisions of the services which are the subject of a contract for carriage by air.**

The Court takes the view that **the criterion of the place of departure of the first leg of the journey satisfies the objective of proximity between the contract for carriage by air and the competent court and the principle of predictability** advocated by the Regulation on jurisdiction. Indeed, it allows **both the applicant and the defendant to identify the court of the place of departure of the first leg of the journey, as set out in that contract for carriage by air, as the court before which actions may be brought.**

With regard to **the possibility to sue the air carrier in charge of the final leg of the journey (Iberia) before the court which has territorial jurisdiction over the place of departure of the first leg (Hamburg),** the Court points out that **the operating air carrier which has no contract with the passenger is to be regarded as acting on behalf of the person that concluded that contract and fulfils obligations arising under the contract for carriage by air.**

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of a European Union act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised

Unofficial document for media use, not binding on the Court of Justice.

The [full text](#) of the order is published on the CURIA website.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355