



Judgment of the Court

in Case C-876/24 | Vueling Airlines (Court having jurisdiction in the event of an online contract for national carriage by air)

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The fact that a plane ticket has been purchased online does not mean that the court of the passenger's place of residence has jurisdiction to hear a claim for compensation in the event of lost baggage

A passenger purchased a plane ticket for a flight from Madrid (Spain) to Barcelona (Spain) with the airline Vueling Airlines (Barcelona). She purchased the ticket from her home in Fuenlabrada (Madrid) via an independent online sales platform. At the airport in Madrid, the passenger added baggage check-in as an additional service to the flight. The baggage was subsequently lost.

The passenger brought an action before a court in Fuenlabrada for compensation for the damage resulting from the loss of her baggage. The Spanish court had several doubts regarding the interpretation of the Montreal Convention, ¹ which contains, amongst other things, rules concerning jurisdiction over actions for damages brought against a carrier in the context of international air transport. ² It therefore decided to refer the matter to the Court of Justice for a preliminary ruling.

The Spanish judge asks, first of all, whether the Montreal Convention is applicable, since the loss of luggage occurred during an air journey between two airports situated in the same Member State.

The Court replies that the regulation on air carrier liability in respect of the carriage of passengers and their baggage by air ³ has extended the scope of **the Montreal Convention** so as to govern also the **determination of the courts** with territorial jurisdiction to hear **an action for damages in the event of loss of baggage** during air transport between **two airports situated within the territory of a single Member State**, brought by a **person residing in that Member State** against an **EU air carrier having its registered office in that Member State**.

Next, the Spanish court wishes to know whether it has jurisdiction as the court of the place where the carrier has a place of business through which the air transport contract has been made. That would require interpreting that place as designating the passenger's principal and permanent residence in the event that the contract was concluded online.

The Court considers that, in that case, **the court of the passenger's principal and permanent residence cannot be regarded as being that of the place where that place of business is situated and it cannot therefore have jurisdiction on that basis** to hear an **action for damages in the event of loss of baggage**. ⁴

Finally, the Spanish court asks whether, in order to determine that place, a distinction must be drawn between the main service of passenger transport and the ancillary service of baggage transport, particularly where the damage caused relates specifically to the latter and the contract for the carriage of baggage was concluded in a place other than that where the contract for the carriage of the passenger was concluded.

According to the Court, since **the carriage of baggage** is an **ancillary service**, **the contract relevant for the purposes of determining the competent court is the contract for carriage by air of the passenger**.

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 of the European Union about the interpretation of EU law or the validity of an EU act.

The General Court has jurisdiction to deal with requests for a preliminary ruling coming exclusively within the following areas (1) the common system of value added tax (VAT), (2) excise duties, (3) the Customs Code, (4) the tariff classification of goods under the Combined Nomenclature, (5) compensation and assistance to passengers in the event of denied boarding or delay or cancellation of transport services, or (6) the system for greenhouse gas emission allowance trading. The Court of Justice has jurisdiction to deal with all other requests for a preliminary ruling.

Neither the Court of Justice nor the General Court decides the national dispute itself. It is for the national court or tribunal to resolve the case in accordance with the ruling by the Court of Justice or by the General Court, 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 presentation of the facts and the legal context refers to the relevant period and is based on the case file.

The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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¹ [Convention for the Unification of Certain Rules for International Carriage by Air](#), concluded in Montreal on 28 May 1999, signed by the European Community on 9 December 1999, and approved on its behalf by [Council Decision 2001/539/EC](#) of 5 April 2001.

² Under Article 33(1) of the Montreal Convention, an action for damages must be brought, at the option of the plaintiff, in the territory of one of the States Parties, either before the court of the domicile of the carrier or of its principal place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination. The Convention lays down specific rules in the event of damage resulting from the death or injury of a passenger.

³ [Regulation \(EC\) No 2027/97](#) of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air. That Regulation was amended to implement the relevant provisions of the Montreal Convention in respect of the carriage of passengers and their baggage by air and to extend its application to carriage by air within a single Member State. The amendment was made by [Regulation \(EC\) No 889/2002](#) of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 on the liability of air carriers in the event of accidents. That regulation is intended to establish a single set of rules governing the liability of air carriers.

⁴ The Court emphasises, amongst other things, that it would be contrary to the objective of an equitable balance of interests between the interests of consumers and air carriers, and to the need to ensure greater predictability and greater legal certainty in the field of carriage by air of passengers, to consider that, by selling air transport services online, those carriers must bear the risk of being sued before courts anywhere in the world where the online offer is available, including in place where they do not have any physical presence and where they have no link with the carriage concerned. Furthermore, during the preparatory work on the Montreal Convention, numerous delegations expressed their opposition to the addition of a ground of jurisdiction corresponding to the passenger's domicile or principal and permanent residence.