



C/2024/2579

22.4.2024

Judgment of the Court (Third Chamber) of 29 February 2024 (request for a preliminary ruling from the Juzgado de lo Mercantil nº 1 de Palma de Mallorca – Spain) – Eventmedia Soluciones SL v Air Europa Líneas Aéreas SAU

(Case C-11/23, ⁽¹⁾ Eventmedia Soluciones)

(Reference for a preliminary ruling – Air transport – Regulation (EC) No 261/2004 – Article 5(1) and (3) – Article 7(1) – Compensation to air passengers in the event of cancellation of flights – Nature and basis of the right to compensation – Transfer to a company of the passengers’ claim against the air carrier – Contractual clause that prohibits such a transfer – Article 15 – Exclusion of waiver)

(C/2024/2579)

Language of the case: Spanish

Referring court

Juzgado de lo Mercantil nº 1 de Palma de Mallorca

Parties to the main proceedings

Applicant: Eventmedia Soluciones SL

Defendant: Air Europa Líneas Aéreas SAU

Operative part of the judgment

1. Article 5(1)(c) and Article 5(3) of 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, read in conjunction with Article 7(1) thereof,

must be interpreted as meaning that, in the event of cancellation of a flight, the right of air passengers to obtain the compensation referred to in those provisions from the operating air carrier and the corresponding obligation of that air carrier to pay that compensation arise directly from that regulation.
2. Article 15 of Regulation No 261/2004

must be interpreted as precluding the inclusion, in a contract of carriage, of a clause that prohibits the transfer of rights enjoyed by air passengers against the operating air carrier by virtue of the provisions of that regulation.

⁽¹⁾ OJ C 155, 2.5.2023.