

## Case C-204/08

**Peter Rehder**

**v**

**Air Baltic Corporation**

(Reference for a preliminary ruling  
from the Bundesgerichtshof)

(Regulation (EC) No 44/2001 — Second indent of Article 5(1)(b) —  
Regulation (EC) No 261/2004 — Articles 5(1)(c) and 7(1)(a) — Montreal Convention —  
Article 33(1) — Air transport — Passenger claims for compensation against airlines in  
the case of flight cancellation — Place of performance of the service — Jurisdiction in  
the case of air transport from one Member State to another Member State by an airline  
established in a third Member State)

Judgment of the Court (Fourth Chamber), 9 July 2009 . . . . . I - 6076

### Summary of the Judgment

1. *Judicial cooperation in civil matters — Jurisdiction and enforcement of judgments in civil and commercial matters — Regulation No 44/2001 — Special jurisdiction — Court for the place of performance of the contractual obligation in question — Contract for the provision of services — Several places at which services are provided in different Member States — Jurisdiction of the court at the place of principal supply of services*  
(Council Regulation No 44/2001, Art. 5(1)(b), 2nd indent)

2. *Judicial cooperation in civil matters — Jurisdiction and enforcement of judgments in civil and commercial matters — Regulation No 44/2001 — Special jurisdiction — Court for the place of performance of the contractual obligation in question — Contract for the provision of services — Air transport of passengers from one Member State to another Member State — Claim for compensation for flight cancellation founded on Regulation No 261/2004 — Jurisdiction of the Court at the places of arrival and departure, at the applicant's choice (European Council and Parliament Regulation No 261/2004; Council Regulation No 44/2001, Art. 5(1)(b), 2nd indent)*

1. The rule of special jurisdiction in matters relating to a contract, set out in Article 5(1) of Regulation No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, reflects an objective of proximity and the reason for that rule is the existence of a close link between the contract and the court called upon to hear and determine the case. Where there are several places at which services are provided in different Member States, in the light of the objectives of proximity and predictability, it is necessary to identify the place with the closest linking factor between the contract in question and the court having jurisdiction, in particular the place where, pursuant to that contract, the main provision of services is to be carried out.

must be interpreted as meaning that, in the case of air transport of passengers from one Member State to another Member State, carried out on the basis of a contract with only one airline, which is the operating carrier, the court having jurisdiction to deal with a claim for compensation founded on that transport contract and on Regulation No 261/2004 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 No 295/91, is that, at the applicant's choice, which has territorial jurisdiction over the place of departure or place of arrival of the aircraft, as those places are agreed in that contract.

(see paras 32, 37-38)

2. The second indent of Article 5(1)(b) of Regulation No 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters

In this regard, the services the provision of which corresponds to the performance of obligations arising from a contract to transport passengers by air are the checking-in and boarding of passengers, the on-board reception of those passengers at the place of take-off agreed in the transport contract, the departure of the

aircraft at the scheduled time, the transport of the passengers and their luggage from the place of departure to the place of arrival, the care of passengers during the flight, and, finally, the disembarkation of the passengers in conditions of safety at the place of landing and at the time scheduled in that contract. The only places which have a direct link to those services, provided in performance of obligations linked to the subject-matter of the contract, are those of the departure and arrival of the aircraft, understood as agreed in the contract of transport. Air transport consists, by its very nature, of services provided in an indivisible and identical manner from the place of departure to that of arrival of the aircraft, with the result that a separate part of the service which is the principal service, which is to be provided in

a specific place, cannot be distinguished on the basis of an economic criterion. Each of those two places has a sufficiently close link of proximity to the material elements of the dispute to ensure the close connection between the contract and the court having jurisdiction, in accordance with the objectives of proximity and predictability, which are pursued by the centralisation of jurisdiction in the place of the provision of services and by the determination of sole jurisdiction for all claims arising out of a contract.

(see paras 37, 40-44, 47, operative part)