



Reports of Cases

JUDGMENT OF THE COURT (First Chamber)

7 November 2019*

(Reference for a preliminary ruling — Judicial cooperation in civil matters — Jurisdiction, recognition and enforcement of judgments in civil and commercial matters — Regulation (EU) No 1215/2012 — Article 7(1)(a) — Competent court in matters relating to a contract — Common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights — Regulation (EC) No 261/2004 — Articles 5, 7, 9 and 12 — Montreal Convention — Jurisdiction — Articles 19 and 33 — Application for compensation and compensation for damage resulting from the cancellation and delay of flights)

In Case C-213/18,

REQUEST for a preliminary ruling under Article 267 TFEU from the Tribunale Ordinario di Roma (Rome District Court, Italy), made by decision of 26 February 2018, received at the Court on 26 March 2018, in the proceedings

Adriano Guaitoli,

Concepción Casan Rodriguez,

Alessandro Celano Tomassoni,

Antonia Cirilli,

Lucia Cortini,

Mario Giuli,

Patrizia Padroni

v

easyJet Airline Co. Ltd,

THE COURT (First Chamber),

composed of J.-C. Bonichot, President of the Chamber, M. Safjan (Rapporteur), and L. Bay Larsen, Judges,

Advocate General: H. Saugmandsgaard Øe,

Registrar: A. Calot Escobar,

* Language of the case: Italian.

having regard to the written procedure,

after considering the observations submitted on behalf of

- Messrs Guaitoli, Celano Tomassoni and Giuli and on behalf of Mmes Casan Rodriguez, Cirilli, Cortini and Padroni, by A. Guaitoli and G. Guaitoli, avvocati,
- easyJet Airline Co. Ltd, by G. d’Andria, avvocato,
- the Italian Government, by G. Palmieri, acting as Agent, and by F. De Luca, avvocato dello Stato,
- the European Commission, by M. Heller and N. Yerrell and by L. Malferrari, acting as Agents,

after hearing the Opinion of the Advocate General at the sitting on 20 June 2019,

gives the following

Judgment

- 1 The reference for a preliminary ruling concerns the interpretation of Article 33 of the Convention for the Unification of Certain Rules for International Carriage by Air, concluded at Montreal on 28 May 1999 and approved on behalf of the European Community by Council Decision 2001/539/EC of 5 April 2001 (OJ 2001 L 194, p. 38, ‘the Montreal Convention’), 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 (OJ 2004 L 46, p. 1), and of 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).
- 2 This request has been made in the context of a dispute between Adriano Guaitoli, Alessandro Celano Tomassoni, Mario Giuli, Concepción Casan Rodriguez, Antonia Cirilli, Lucia Cortini and Patrizia Padroni, on the one hand, and easyJet Airline Co. Ltd, on the other, concerning a claim for compensation for damage resulting from the cancellation of a flight and the delay of another flight.

Legal context

International law

- 3 The Montreal Convention entered into force, so far as the European Community is concerned, on 28 June 2004.
- 4 Article 19 of that convention, headed ‘Delay’, provides:

‘The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the carrier is not to be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.’

5 Article 33 of that convention, headed 'Jurisdiction', provides:

'1. 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.

...

4. Questions of procedure shall be governed by the law of the court seised of the case.'

European Union law

Regulation No 261/2004

6 Article 1(1) of Regulation No 261/2004, headed 'Subject', provides:

'This Regulation establishes, under the conditions specified herein, minimum rights for passengers when:

- (a) they are denied boarding against their will;
- (b) their flight is cancelled;
- (c) their flight is delayed.'

7 Article 5 of that regulation, headed 'Cancellation', provides:

'1. In case of cancellation of a flight, the passengers concerned shall:

- (a) be offered assistance by the operating air carrier in accordance with Article 8; and
- (b) be offered assistance by the operating air carrier in accordance with Article 9(1)(a) and 9(2), as well as, in event of re-routing when the reasonably expected time of departure of the new flight is at least the day after the departure as it was planned for the cancelled flight, the assistance specified in Article 9(1)(b) and 9(1)(c); and
- (c) have the right to compensation by the operating air carrier in accordance with Article 7, unless:
 - (i) they are informed of the cancellation at least two weeks before the scheduled time of departure; or
 - (ii) they are informed of the cancellation between two weeks and seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than two hours before the scheduled time of departure and to reach their final destination less than four hours after the scheduled time of arrival; or
 - (iii) they are informed of the cancellation less than seven days before the scheduled time of departure and are offered re-routing, allowing them to depart no more than one hour before the scheduled time of departure and to reach their final destination less than two hours after the scheduled time of arrival.

2. When passengers are informed of the cancellation, an explanation shall be given concerning possible alternative transport.

3. An operating air carrier shall not be obliged to pay compensation in accordance with Article 7, if it can prove that the cancellation is caused by extraordinary circumstances which could not have been avoided even if all reasonable measures had been taken.

4. The burden of proof concerning the questions as to whether and when the passenger has been informed of the cancellation of the flight shall rest with the operating air carrier.'

8 Article 7 of Regulation No 261/2004, headed 'Right to compensation', provides:

'1. Where reference is made to this Article, passengers shall receive compensation amounting to:

- (a) EUR 250 for all flights of 1 500 kilometres or less;
- (b) EUR 400 for all intra-Community flights of more than 1 500 kilometres, and for all other flights between 1 500 and 3 500 kilometres;
- (c) EUR 600 for all flights not falling under (a) or (b).

In determining the distance, the basis shall be the last destination at which the denial of boarding or cancellation will delay the passenger's arrival after the scheduled time.

2. When passengers are offered re-routing to their final destination on an alternative flight pursuant to Article 8, the arrival time of which does not exceed the scheduled arrival time of the flight originally booked

- (a) by two hours, in respect of all flights of 1 500 kilometres or less; or
- (b) by three hours, in respect of all intra-Community flights of more than 1 500 kilometres and for all other flights between 1 500 and 3 500 kilometres; or
- (c) by four hours, in respect of all flights not falling under (a) or (b),

the operating air carrier may reduce the compensation provided for in paragraph 1 by 50%.

3. The compensation referred to in paragraph 1 shall be paid in cash, by electronic bank transfer, bank orders or bank cheques or, with the signed agreement of the passenger, in travel vouchers and/or other services.

4. The distances given in paragraphs 1 and 2 shall be measured by the great circle route method.'

9 Under Article 9 of Regulation No 261/2004, entitled 'Right to care':

'1. Where reference is made to this Article, passengers shall be offered free of charge:

- (a) meals and refreshments in a reasonable relation to the waiting time;
- (b) hotel accommodation in cases
 - where a stay of one or more nights becomes necessary, or
 - where a stay additional to that intended by the passenger becomes necessary;
- (c) transport between the airport and place of accommodation (hotel or other).

2. In addition, passengers shall be offered free of charge two telephone calls, telex or fax messages, or e-mails.

3. In applying this Article, the operating air carrier shall pay particular attention to the needs of persons with reduced mobility and any persons accompanying them, as well as to the needs of unaccompanied children.'

10 Article 12 of that regulation, headed 'Further compensation', provides in paragraph 1:

'This Regulation shall apply without prejudice to a passenger's rights to further compensation. The compensation granted under this Regulation may be deducted from such compensation.'

Regulation No 1215/2012

11 Chapter II of Regulation 1215/2012, headed 'Jurisdiction', is divided into 10 sections, the first, second and fourth of which are headed, respectively, 'General Provisions', 'Special Jurisdiction' and 'Jurisdiction over consumer contracts'.

12 Article 4(1) of that regulation, which is included in Section 1 of Chapter II thereof, provides:

'Subject to this Regulation, persons domiciled in a Member State shall, whatever their nationality, be sued in the courts of that Member State.'

13 Under Article 7 of that regulation, which is set out in Section 2 of Chapter II:

'A person domiciled in a Member State may be sued in another Member State:

- (1) (a) in matters relating to a contract, in the courts for the place of performance of the obligation in question;
- (b) for the purpose of this provision and unless otherwise agreed, the place of performance of the obligation in question shall be

...

- in the case of the provision of services, the place in a Member State where under the contract the services were provided or should have been provided;

...'

14 Article 17 of that regulation, which forms part of Section 4 of Chapter II thereof, provides for rules of jurisdiction in matters relating to consumer contracts, which do not, however, apply, under paragraph 3 of that article, to transport contracts other than those which, for an inclusive price, combine travel and accommodation.

15 Chapter VI of Regulation 1215/2012, entitled 'Transitional Provisions', contains Article 66, paragraph 1 of which states

'This Regulation shall apply only to legal proceedings instituted, to authentic instruments formally drawn up or registered and to court settlements approved or concluded on or after 10 January 2015.'

16 Under Article 67 of that regulation, in Chapter VII thereof, entitled ‘Relations with other instruments’:

‘This Regulation shall not prejudice the application of provisions governing jurisdiction and the recognition and enforcement of judgments in specific matters which are contained in instruments of the Union or in national legislation harmonised pursuant to such instruments.’

17 Article 71 of that regulation, which forms part of the same Chapter VII, provides in its paragraph 1:

‘This Regulation shall not affect any conventions to which the Member States are parties and which in relation to particular matters, govern jurisdiction or the recognition or enforcement of judgments.’

Regulation (EC) No 44/2001:

18 Article 5 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (OJ 2001 L 12, p. 1), which is part of Section 2, entitled ‘Special jurisdiction’, of Chapter II of that Regulation, itself entitled ‘Jurisdiction’, reads as follows:

‘A person domiciled in a Member State may, in another Member State, be sued:

- (1) (a) in matters relating to a contract, in the courts for the place of performance of the obligation in question;
- (b) for the purpose of this provision and unless otherwise agreed, the place of performance of the obligation in question shall be
 - in the case of the sale of goods, the place in a Member State where, under the contract, the goods were delivered or should have been delivered,
 - in the case of the provision of services, the place in a Member State where under the contract the services were provided or should have been provided;
- (c) if subparagraph (b) does not apply then subparagraph (a) applies; ...

...’

The dispute in the main proceedings and the questions referred for a preliminary ruling

19 The applicants in the main proceedings have concluded an air transport contract with easyJet Airline, an airline headquartered in the United Kingdom, for a one-way flight from Rome Fiumicino (Italy) — Corfu (Greece) on 4 August 2015, at 20.20, and a return flight from Corfu — Rome Fiumicino on 14 August 2015, at 23.25.

20 The outward flight was announced delayed and then finally cancelled and postponed to the next day. The applicants in the main proceedings were not offered either boarding on another flight of another airline, or the possibility of consuming a meal or snack, or any other form of assistance, compensation or reimbursement, despite a formal request to that effect addressed to easyJet Airline.

21 The return flight was delayed by more than 2 hours and less than 3 hours.

- 22 On 28 June 2016, the applicants in the main proceedings, who are domiciled in Rome (Italy), brought an action before the Tribunale ordinario di Roma (Rome District Court, Italy) seeking an order that easyJet Airline pay the compensation referred to in Articles 5, 7 and 9 of Regulation No 261/2004 and compensate for further material damage and non-material damage resulting from easyJet Airline's failure to fulfil its contractual obligations.
- 23 EasyJet Airline raised two objections to the jurisdiction of the court hearing the case, the first based on the value of the dispute and the second on the rules on territorial jurisdiction.
- 24 While the Tribunale ordinario di Roma (Rome District Court) rejected the first objection to jurisdiction, it noted, in relation to the second, that its jurisdiction depended on the applicable law — national law or Union law — and on the interpretation to be given to it.
- 25 In that regard, the referring court first asks whether the Montreal Convention applies to the dispute in the main proceedings, at least to part of it, or whether that dispute falls exclusively within the scope of Regulation No 261/2004.
- 26 Next, in the case of an exclusive or partial application of the Montreal Convention, the referring court wonders whether the rule in Article 33 thereof is limited, as held by the Corte di cassazione (Court of Cassation, Italy), to designating the competent State, or rather, whether, which it considers to be the case, that rule also governs the designation of the competent court within that State.
- 27 The referring court states that it would have jurisdiction to hear the dispute in the main proceedings, pursuant to the rules of national civil procedure, only if it were held that the Montreal Convention was exclusively applicable to it and that Article 33 of that convention must be interpreted as meaning that it only designates the competent State. Otherwise, that dispute would fall within the jurisdiction of the Tribunale di Civitavecchia (Civitavecchia Court, Italy), within whose jurisdiction the airport of departure of the outward flight and arrival of the return flight is located.
- 28 In those circumstances, the Tribunale Ordinario di Verona (District Court, Verona) decided to stay the proceedings and to refer the following questions to the Court of Justice for a preliminary ruling:
- (1) If a party whose flight has been delayed or cancelled jointly requests, not only the standardised and lump-sum compensation provided for by Articles 5, 7 and 9 of Regulation No 261/2004, but also the further compensation referred to in Article 12 of the Regulation, must Article 33 of the Montreal Convention apply, or is 'jurisdiction' (both international and local) governed by Article 5 of Regulation No 44/2001?
- (2) In the first hypothesis in question 1, must Article 33 of the Montreal Convention be interpreted to the effect that it governs only the allocation of jurisdiction among the States Parties, or as meaning that it also governs local jurisdiction within the individual State?
- (3) In the first hypothesis in question 2, is the application of Article 33 of the Montreal Convention 'exclusive', precluding application of Article 5 of Regulation No 44/2001, or may the two provisions be applied jointly, so as to determine directly both the jurisdiction of the State and the local jurisdiction of its courts?

Consideration of the questions referred

Preliminary observations

- 29 It should be pointed out that, even if, in its questions referred for a preliminary ruling, the referring court formally referred to Regulation No 44/2001, it is the provisions of Regulation No 1215/2012 which, in accordance with Article 66(1) thereof, are applicable *ratione temporis* in the main proceedings. The action before the national court was brought after 10 January 2015.
- 30 Moreover, as follows from settled case-law, the fact that that court has worded its request for a preliminary ruling with reference to certain provisions of Regulation No 44/2001 does not preclude the Court of Justice from providing to the national court all the elements of interpretation which may be of assistance in adjudicating on the case pending before it, whether or not that court has referred to them in its questions (see, by analogy, judgment of 6 June 2019, *Weil*, C-361/18, EU:C:2019:473, paragraph 26).
- 31 In addition, it should be recalled that, in so far as Regulation No 1215/2012 repeals and replaces Regulation No 44/2001, which has itself replaced the Convention of 27 September 1968 on jurisdiction and the enforcement of judgments in civil and commercial matters (OJ 1972 L 299, p. 32), the Court's interpretation of provisions of the latter legal instrument also applies to Regulation No 1215/2012 whenever those provisions may be regarded as 'equivalent' (see, to that effect, judgment of 29 July 2019, *Tibor-Trans*, C-451/18, EU:C:2019:635, paragraph 23).
- 32 Finally, as is apparent from the reference for a preliminary ruling, the applicants in the main proceedings claim both lump-sum compensation and reimbursement of the costs provided for in Articles 7 and 9 of Regulation No 261/2004 and the further compensation covered in Article 12 of that regulation, namely the compensation for further material damage and for non-material damage allegedly suffered. In so far as further compensation is governed by the Montreal Convention (judgment of 13 October 2011, *Sousa Rodríguez and Others*, C-83/10, EU:C:2011:652, paragraph 38), it follows that, in a dispute such as that at issue in the main proceedings, there are two schemes of liability of the air carrier in respect of passengers, one based on Regulation No 261/2004, the other on the Montreal Convention.

The first question

- 33 By its first question, the national court seeks to ascertain, in essence, whether Article 7(1), Article 67 and Article 71(1) of Regulation No 1215/2012 and Article 33 of the Montreal Convention are to be interpreted as meaning that the court of a Member State hearing an action seeking to obtain both compliance with the flat-rate and standardised rights provided for in Regulation No 261/2004, and compensation for further damage falling within the scope of the Montreal Convention, must assess its jurisdiction, on the first head of claim, in the light of Article 7(1) of Regulation No 1215/2012 and, on the second head of claim, having regard to Article 33 of that convention.
- 34 As regards jurisdiction to hear the claims such as those at issue in the main proceedings, the Court has already specified that, since the rights based respectively on the provisions of Regulation No 261/2004 and of the Montreal Convention fall within distinct regulatory frameworks, the rules on international jurisdiction provided for in that convention do not apply to applications made on the basis of Regulation No 261/2004 alone, which must be examined in the light of Regulation No 44/2001 (see, to that effect, judgment of 10 March 2016, *Flight Refund*, C-94/14, EU:C:2016:148, paragraph 46 and the case-law cited).

- 35 The same applies in the context of a dispute, such as that in the main proceedings, in which the applicants' claims are based both on the provisions of Regulation No 261/2004 and on the Montreal Convention.
- 36 In addition, Article 67 and Article 71(1) of Regulation 1215/2012 allow the application of rules of jurisdiction relating to specific matters which are contained respectively in Union acts or in conventions to which the Member States are parties. Since air transport is such a specific matter, the rules of jurisdiction provided for by the Montreal Convention must be applicable within the regulatory framework laid down by it.
- 37 In those circumstances, in the case of claims based on Articles 5, 7 and 9 of Regulation No 261/2004, the national court must, in order to hear the dispute before it, determine its own jurisdiction in accordance with Regulation No 1215/2012.
- 38 In that regard, it should be borne in mind that, with a view to strengthening the legal protection of persons established in the Union, by enabling the plaintiff to identify easily the court in which he may sue, and the defendant reasonably to foresee before which court he may be sued, the rules of jurisdiction set out in Regulation No 1215/2012 are founded on the principle that jurisdiction is generally based on the defendant's domicile, as provided for in Article 4 thereof, complemented by the rules of special jurisdiction (see, by analogy, judgment of 3 May 2007, *Color Drack*, C-386/05, EU:C:2007:262, paragraphs 20 and 21).
- 39 Thus, the rule that jurisdiction is generally based on the defendant's domicile is complemented, in Article 7(1) of Regulation No 1215/2012, by a rule of special jurisdiction in matters relating to a contract which reflects an objective of proximity, is the existence of a close link between the contract and the court called upon to hear and determine the case (see, by analogy, judgment of 3 May 2007, *Color Drack*, C-386/05, EU:C:2007:262, paragraph 22).
- 40 Under that rule of special jurisdiction, the defendant may also be sued in the court for the place of performance of the obligation in question, since that court is presumed to have a close link to the contract (see, by analogy, judgment of 3 May 2007, *Color Drack*, C-386/05, EU:C:2007:262, paragraph 23).
- 41 Moreover, while the provisions under Section 4 of Chapter II of Regulation No 1215/2012, on 'Jurisdiction over consumer contracts', also establish a rule of special jurisdiction for consumers, it should be noted that Article 17(3) of that regulation states that Section 4 'shall not apply to a contract of transport other than a contract which, for an inclusive price, provides for a combination of travel and accommodation' (judgment of 11 April 2019, *Ryanair*, C-464/18, EU:C:2019:311, paragraph 28).
- 42 In the area of air transport, it follows from the case-law of the Court that the rule of special jurisdiction for the supply of services laid down in the second indent of Article 7(1)(b) of Regulation No 1215/2012 designates as the court having jurisdiction to deal with a claim for compensation based on air transport contract of persons, at the applicant's choice, that court which has territorial jurisdiction over the place of departure or place of arrival of the aircraft, as those places are agreed in that transport contract (see, by analogy, judgments of 9 July 2009, *Rehder*, C-204/08, EU:C:2009:439, paragraphs 43 and 47, and of 11 July 2018, *Zurich Insurance and Metso Minerals*, C-88/17, EU:C:2018:558, paragraph 18).
- 43 As regards claims based on the provisions of the Montreal Convention, in particular Article 19 thereof, relating to compensation for damage caused by flight delay, the referring court must determine its jurisdiction to rule on that part of the action in the light of Article 33 of that convention.

44 It follows from the foregoing that Article 7(1), Article 67 and Article 71(1) of Regulation No 1215/2012 and Article 33 of the Montreal Convention must be interpreted as meaning that the court of a Member State hearing an action to obtain both compliance with the flat-rate and standardised rights provided for in Regulation No 261/2004, and compensation for further damage falling within the scope of the Montreal Convention, must assess its jurisdiction, for the first head of claim, in the light of Article 7(1) of Regulation No 1215/2012, and, for the second head of claim, in the light of Article 33 of that convention.

The second question

45 By its second question, the national court seeks to ascertain, in essence, whether Article 33(1) of the Montreal Convention must be interpreted, as regards actions for damages falling within the scope of that convention, as governing not only the allocation of jurisdiction as between the States Parties to the convention, but also the allocation of territorial jurisdiction as between the courts of each of those States.

46 At the outset, it should be borne in mind that the provisions of the Montreal Convention are an integral part of the Union legal order, although the Court has jurisdiction to give a preliminary ruling concerning its interpretation, in observance of the rules of international law which apply to the Union (see, to that effect, judgment of 6 May 2010, *Walz*, C-63/09, EU:C:2010:251, paragraph 20).

47 The Court has already stated that the concepts contained in the Montreal Convention must be interpreted in a uniform and autonomous manner, so that, when interpreting these concepts for a preliminary ruling, it must take into account not the various meaning that may have been given to them in the internal laws of the Member States of the Union, but rules of interpretation of general international law, which are binding on it (see, to that effect, judgment of 6 May 2010, *Walz*, C-63/09, EU:C:2010:251, paragraphs 21 and 22).

48 In that connection, Article 31 of the Convention on the Law of Treaties, signed in Vienna on 23 May 1969, which codifies rules of general international law, states that a treaty must be interpreted in good faith in accordance with the ordinary meaning to be given to its terms in their context and in the light of its object and purpose (judgment of 6 May 2010, *Walz*, C-63/09, EU:C:2010:251, paragraph 23).

49 It follows from the wording of Article 33 of the Montreal Convention that it allows the plaintiff to choose to bring an action against the air carrier concerned, 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.

50 As the Advocate General noted in paragraph 61 of his Opinion, that provision first refers to the ‘territory of one of the States Parties’ and then refers to the court which, among those sitting in that territory, may declare itself to have jurisdiction *ratione loci*, by means of specific connecting factors.

51 It follows that, by its very wording, Article 33(1) of the Montreal Convention must be regarded as also governing the allocation of territorial jurisdiction between the courts of each of the States party to it.

52 That interpretation is also based on an examination of the purpose of the Montreal Convention. It is clear from the preamble to that convention that the States Parties to that convention have intended not only to ‘[ensure] the protection of the interests of consumers in international carriage by air’, but also to ‘further [harmonise and codify] certain rules governing [such carriage, so as to achieve] an equitable balance of interests’.

- 53 However, the interpretation that the purpose of Article 33(1) of the Montreal Convention is to designate not only the State Party competent to hear the liability action concerned, but also the courts of that State before which the action is to be brought, is such as to contribute to attaining the objective of enhanced unification, as expressed in the preamble to that instrument, and to protect the interests of consumers, while at the same time ensuring a fair balance with the interests of air carriers.
- 54 The direct appointment of the territorially competent court is likely to ensure, in the interests of both parties to the dispute, greater predictability and greater legal certainty.
- 55 In view of the foregoing, Article 33(1) of the Montreal Convention must be interpreted, as regards actions for damages falling within the scope of that convention, as governing not only the allocation of jurisdiction as between the States Parties to the convention, but also the allocation of territorial jurisdiction as between the courts of each of those States.

The third question

- 56 In view of the answer given to the second question, it is not necessary to reply to the third question.

Costs

- 57 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the national court, the decision on costs is a matter for that court. Costs incurred in submitting observations to the Court, other than the costs of those parties, are not recoverable.

On those grounds, the Court (First Chamber) hereby rules:

- 1. Article 7(1), Article 67 and Article 71(1) of 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, and Article 33 of the Convention for the Unification of Certain Rules for International Carriage by Air, concluded in Montreal on 28 May 1999 and approved on behalf of the European Community by Council Decision 2001/539/EC of 5 April 2001, must be interpreted as meaning that the court of a Member State hearing an action to obtain both compliance with the flat-rate and standardised rights provided for in 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, and compensation for further damage falling within the scope of that convention, must assess its jurisdiction, for the first head of claim, in the light of Article 7(1) of Regulation No 1215/2012, and, for the second head of claim, in the light of Article 33 of that convention.**
- 2. Article 33(1) of the Convention for the Unification of Certain Rules for International Carriage by Air, concluded at Montreal on 28 May 1999, must be interpreted, as regards actions for damages falling within the scope of that convention, as governing not only the allocation of jurisdiction as between the States Parties to the convention, but also the allocation of territorial jurisdiction as between the courts of each of those States.**

[Signatures]