

Not the Passenger’s Residence but the Check-in Location Matters: New Advocate General Guidance in Online Air Ticket Disputes

In a recent Opinion, an Advocate General of the Court of Justice of the European Union proposed that, in the case of online air ticket purchases, jurisdiction should be determined not by the passenger’s place of residence but by the airport where the airline—either directly or through a partner—actually performs passenger check-in and baggage acceptance. The Opinion arose from a case involving lost baggage on a Madrid–Barcelona flight, where the ticket had been purchased from home via an independent online sales platform, while the baggage was checked in at Madrid airport.

The referring Spanish court asked whether the Montreal Convention applies in situations where the transport takes place between two airports located within the same Member State. According to the Advocate General, the answer is affirmative: the Convention—and its objective of uniformity—extends, through EU law, to domestic flights within the European Union. This is significant because the Convention determines the fora in which an air carrier may be sued, thereby enhancing the predictability of legal disputes.

A further key issue was whether the concept of the “place of business through which the contract has been concluded” could be interpreted, in the context of online contracting, as corresponding to the passenger’s habitual residence. The Advocate General expressly rejected such an interpretation. The mere accessibility of an online platform cannot transform any passenger’s place of residence into a jurisdictional connecting factor, as this would undermine the requirements of foreseeability and legal certainty and impose a disproportionate burden on air carriers.

The question also arose whether, in cases where the damage specifically relates to baggage handling, such an “ancillary” service could independently influence jurisdiction. The Advocate General made it clear that it cannot: ancillary services cannot override the jurisdictional connecting factors linked to the principal obligation, namely the contract of carriage by air. The focus therefore remains on where the contract for the principal service was concluded and, in the case of online transactions, what geographical connecting factor can be identified.

The novelty of the Opinion lies in its proposal for a “flexible” solution adapted to the digital environment. In the case of contracts concluded online, jurisdiction should be attributed to the courts of the airport where the airline—whether through a partner, a code-share arrangement, or a ground handling agent—actually performs passenger check-in and baggage acceptance. This approach strikes a balance between effective consumer enforcement and the procedural safeguards of airlines, while preserving the predictability of jurisdiction.

From a market perspective, the implications are significant. First, in cases involving damage on intra-EU routes—such as baggage loss or delay—the courts of the passenger’s residence will not automatically have jurisdiction merely because the ticket was purchased online from home. Proceedings

will typically need to be initiated where check-in actually takes place, which, in many cases, will be the departure airport. In practice, this means that the “geographical center” of disputes will be linked to the airport rather than the passenger’s residence or the seat of a purchasing organization.

Second, the Opinion explicitly takes into account that ticket purchases are often handled by aggregators or online travel agencies. The fact that a contract is concluded via a platform does not, in itself, create a new jurisdictional connecting factor; the decisive consideration remains where the airline is “present” through check-in and baggage handling activities. Accordingly, participants in corporate travel arrangements should clearly identify, within the supply chain—airline, code-share partner, and ground handling provider—the airport to which the contract is most closely connected.

Third, the proposed interpretation enhances predictability. For multinational companies operating across multiple jurisdictions, enforcement is unlikely to become fragmented across the various residences of individual travelers. This may simplify internal escalation procedures, arrangements with insurers and assistance providers, and litigation cost planning. It may therefore be advisable to incorporate into internal policies that, in the event of damage, the country of the check-in airport should serve as the primary reference point for determining jurisdiction.

From a practical standpoint, particular attention should be paid to documentation. The place and time of check-in, as well as whether it was carried out directly by the airline or through a partner, should be substantiated with evidence (such as boarding passes, baggage tags, or receipts issued by ground handling agents) and centrally recorded. This enables affected parties to make timely decisions regarding the appropriate forum and may strengthen their negotiating position vis-à-vis the airline.

In conclusion, the key takeaway is that online ticket purchases do not “bring litigation home” to the passenger’s place of residence. The focus shifts back to the airport where check-in takes place and where the airline is operationally present. This approach aligns with digital sales practices while ensuring legal certainty and is likely to result in more stable and predictable dispute resolution in the aviation sector. While the final position will be determined by the Court’s judgment, the current direction—linking jurisdiction to the place of check-in—can already be incorporated into risk management strategies and internal procedures.