Reports of Cases

JUDGMENT OF THE COURT (Eighth Chamber)

9 October 2025*

(Reference for a preliminary ruling – Judicial cooperation in civil matters – Regulation (EU) No 1215/2012 – Second indent of Article 7(1)(b) – Special jurisdiction in matters relating to a contract – Determination of the court with jurisdiction – Contract of carriage by air concluded between a consumer and a trader – Passenger's claim for compensation arising from a delayed flight – Assignment of that claim to a collection agency – Claim for compensation brought by the assignee against the air carrier before the court for the place of the aircraft's departure – Place of performance of the obligation in question – Place in a Member State where, under the contract of carriage, the services were provided or should have been provided)

In Case C-551/24,

REQUEST for a preliminary ruling under Article 267 TFEU from the Sąd Okręgowy w Krakowie (Regional Court, Kraków, Poland), made by decision of 1 August 2024, received at the Court on 14 August 2024, in the proceedings

Deutsche Lufthansa AG

v

AirHelp Germany GmbH,

THE COURT (Eighth Chamber),

composed of O. Spineanu-Matei (Rapporteur), President of the Chamber, S. Rodin and N. Piçarra, Judges,

Advocate General: N. Emiliou,

Registrar: A. Calot Escobar,

having regard to the written procedure,

after considering the observations submitted on behalf of:

– Deutsche Lufthansa AG, by M. Korcz, radca prawny,

– AirHelp Germany GmbH, by P.P. Gad and K. Żbikowska, adwokaci,

* Language of the case: Polish.

– the Polish Government, by B. Majczyna, acting as Agent,

– the European Commission, by J. Hottiaux and S. Noë, acting as Agents,

having decided, after hearing the Advocate General, to proceed to judgment without an Opinion,

gives the following

Judgment

1 This request for a preliminary ruling concerns the interpretation of the second indent of Article 7(1)(b) and Article 7(5) 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 The request was made in proceedings between Deutsche Lufthansa AG ('Lufthansa') and AirHelp Germany GmbH ('AirHelp'), companies which have their seat in Germany, before a Polish court, concerning a claim for payment brought by AirHelp, the assignee of a passenger's claim for compensation, against Lufthansa, following the delay of a flight.

Legal context

3 Recitals 15 and 16 of Regulation No 1215/2012 state:

'(15) The rules of jurisdiction should be highly predictable and founded on the principle that jurisdiction is generally based on the defendant's domicile. Jurisdiction should always be available on this ground save in a few well-defined situations in which the [subject matter] of the dispute or the autonomy of the parties warrants a different connecting factor. The domicile of a legal person must be defined autonomously so as to make the common rules more transparent and avoid conflicts of jurisdiction.

(16) In addition to the defendant's domicile, there should be alternative grounds of jurisdiction based on a close connection between the court and the action or in order to facilitate the sound administration of justice. The existence of a close connection should ensure legal certainty and avoid the possibility of the defendant being sued in a court of a Member State which he could not reasonably have foreseen. This is important, particularly in disputes concerning non-contractual obligations arising out of violations of privacy and rights relating to personality, including defamation.'

4 Chapter II of that regulation, entitled 'Jurisdiction', contains, inter alia, Section 1, entitled 'General provisions', and Section 2, entitled 'Special jurisdiction'. Article 4(1) of that regulation, which is included in Section 1, provides:

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

5 Article 5(1) of that regulation, which is also included in Section 1 of Chapter II, provides:

‘Persons domiciled in a Member State may be sued in the courts of another Member State only by virtue of the rules set out in Sections 2 to 7 of this Chapter.’

6 Article 7 of Regulation No 1215/2012, which is included in Section 2 of Chapter II of that regulation, states:

‘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 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 point (b) does not apply then point (a) applies;

…

(5) as regards a dispute arising out of the operations of a branch, agency or other establishment, in the courts for the place where the branch, agency or other establishment is situated;

…’

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

7 It is apparent from the documents before the Court that, on 4 April 2023, AirHelp brought an action before the Sąd Rejonowy dla Krakowa – Krowodrzy w Krakowie (District Court, Kraków-Krowodrza, Kraków, Poland) against Lufthansa seeking an order that Lufthansa pay the sum of EUR 250, together with statutory interest, corresponding to the compensation due to a passenger as a result of the delay of a flight operated by that airline departing from Kraków.

8 Lufthansa lodged a statement of opposition to the order for payment issued by that court and raised a plea alleging that that court lacked international jurisdiction.

9 By order of 5 December 2023, that court rejected the plea of lack of jurisdiction as well as the opposition.

10 Lufthansa brought an appeal against that order before the Sąd Okręgowy w Krakowie (Regional Court, Kraków, Poland), which is the referring court. In support of its appeal, Lufthansa argued that the Sąd Rejonowy dla Krakowa – Krowodrzy w Krakowie (District Court, Kraków-Krowodrza, Kraków) could not base its international jurisdiction to hear the claim for compensation either on the second indent of paragraph 1(b) or on paragraph 5 of Article 7 of

Regulation No 1215/2012, given that the parties to the main proceedings were not bound by a contract of carriage. AirHelp's claim arises from an assignment agreement concluded with a passenger, that passenger alone being bound to Lufthansa by a contract of carriage.

11 According to Lufthansa, it is solely the German courts which have jurisdiction to hear such an action, in accordance with the general rule of jurisdiction laid down in Article 4(1) of that regulation.

12 The referring court states that it is required to examine even of its own motion, at any stage of the proceedings, the question of its international jurisdiction.

13 To that end, that court is uncertain as to the applicability of the second indent of Article 7(1)(b) and Article 7(5) of Regulation No 1215/2012 in order to determine which court has jurisdiction to hear a dispute concerning the recovery of a claim arising from a contract of carriage by air and transferred to a collection agency following an assignment by a consumer who is a party to that contract of carriage by air.

14 That court states that the practice of the Polish courts reveals two approaches to the interpretation of those provisions. Some case-law takes the approach that, irrespective of the nature of the assignment agreement under Polish law, those provisions provide a basis for the jurisdiction of the Polish courts to hear such a dispute. Further case-law relies on the particular features of that agreement under Polish law as a basis for finding that the same provisions exclude the jurisdiction of those courts.

15 The referring court states that, in the case-law supporting the jurisdiction of the Polish courts, emphasis is placed on the close connection between the agreement and the court seised. The jurisdiction of those courts is therefore based not on subjective considerations relating to the status of the parties to the dispute but on the subject matter of that dispute, namely a request for the recovery of a claim arising from a contract for the provision of services or connected to the operations of a branch, agency or other establishment.

16 That court also states that it is apparent from the case-law of the Court that, in order to recover a claim arising from the performance of a contract of carriage by air, an applicant may bring an action either before the courts of the defendant's domicile, in accordance with Article 4(1) of Regulation No 1215/2012, or before the courts for the place where the services were provided or should have been provided, namely the court having jurisdiction in the place of departure or arrival of the flight concerned, in accordance with the second indent of Article 7(1)(b) of that regulation. Provided that the requirements for the application of the rules of special jurisdiction laid down in Section 2 of Chapter II of that regulation, which includes the second indent of Article 7(1)(b) and Article 7(5) of that regulation, are satisfied, those provisions apply even in the case of a dispute between sellers or suppliers.

17 However, that court finds it necessary to interpret that caveat and observes, in that regard, that, under Article 7(1) of Regulation No 1215/2012, the courts having jurisdiction to hear a dispute in matters relating to a contract are to be the courts for the place of performance of the obligation in question. However, in the event of an assignment of a claim, the question which arises is whether the dispute concerns the recovery of a claim arising from the assignment agreement or the contract for the provision of services, in the present case, a contract of carriage by air.

18 The referring court states that, under national law, a creditor may, without the consent of the debtor, assign (transfer) its claim to a third party, save where this would be contrary to the law, a contractual stipulation or a characteristic of the obligation. The purpose of such an assignment is the subjective right of the creditor to require the debtor to perform his or her obligation, which does not include the procedural rights of the creditor, in particular the right to raise pleas of lack of jurisdiction, limitation or set-off, unless the assignment agreement so provides.

19 That court states that it follows from the assignment agreement at issue in the main proceedings that AirHelp acquired standing solely to bring proceedings for the purposes of enforcing the assignor's obligation to pay compensation. Consequently, it cannot be held that, under that agreement, AirHelp acquired all of the rights arising from the contract of carriage by air, including the procedural rights enjoyed by that assignor as a consumer.

20 It could therefore be argued that a trader who acquires a claim arising from a contract of carriage by air cannot validly rely, as a basis for his or her claim for compensation brought against the air carrier, solely on the contract of carriage which binds the assignor to that carrier, given that the basis of that action is the assignment agreement from which the trader derives his or her standing to bring proceedings. In so far as the assignee is not a party to the contract of carriage by air, the contractual relationship would be between the assignor and the assignee and not between the assignee and the air carrier required to pay the claim arising from the contract of carriage.

21 In such a case, AirHelp cannot rely on the case-law concerning jurisdiction in matters relating to contracts of carriage by air, by invoking the second indent of Article 7(1)(b) of Regulation No 1215/2012, as interpreted in the judgment of 9 July 2009, *Rehder* (C-204/08, EU:C:2009:439), given that the parties to the dispute in the main proceedings are not bound by a contract of carriage.

22 However, the referring court states that it is apparent from the case-law of the Court, in particular from the judgments of 20 May 2021, *CNP* (C-913/19, EU:C:2021:399), and of 21 October 2021, *T.B. and D. (Jurisdiction in matters relating to insurance)* (C-393/20, EU:C:2021:871), that an entity which, acting as a trader, has acquired a claim from a weaker party could rely on Article 7 of Regulation No 1215/2012. In the light of that case-law, it is therefore possible to accept that the Polish courts have jurisdiction to hear an action for recovery of a consumer's claim arising from a contract of carriage by air acquired by a trader.

23 In those circumstances, the Sąd Okręgowy w Krakowie (Regional Court, Kraków) decided to stay the proceedings and to refer the following question to the Court of Justice for a preliminary ruling:

'Are cases concerning the pursuit of a claim acquired under an assignment agreement concluded with a consumer by a trader with its seat outside the Republic of Poland, which assigns the consumer's claim against another trader which also has its seat in another country … subject to the jurisdiction of Polish courts under the second indent of Article 7[(1)](b) and Article 7(5) of Regulation [No 1215/2012]?'

Consideration of the question referred

Admissibility of the question as regards the interpretation of Article 7(5) of Regulation No 1215/2012

24 Lufthansa raised a plea of inadmissibility in respect of the question referred in so far as it concerns the interpretation of Article 7(5) of Regulation No 1215/2012, having regard to the hypothetical nature of that question, in so far as it has not been alleged, in the context of the dispute in the main proceedings, that its establishment in Poland was in any way involved in the conclusion of the contract of carriage giving rise to AirHelp's claim.

25 In that regard, it is apparent from settled case-law that the need to provide an interpretation of EU law which will be of use to the referring court requires that that court define the factual and legislative context of the questions it is asking or, at the very least, to explain the factual circumstances on which those questions are based. That court must also set out the precise reasons why it is unsure as to the interpretation of EU law and considers it necessary to make a reference to the Court for a preliminary ruling (see judgments of 26 January 1993, *Telemarsicabruzzo and Others*, C-320/90 to C-322/90, EU:C:1993:26, paragraph 6; of 8 September 2009, *Liga Portuguesa de Futebol Profissional and Bwin International*, C-42/07, EU:C:2009:519, paragraph 40; and of 29 July 2024, *LivaNova*, C-713/22, EU:C:2024:642, paragraph 54).

26 As stated in Article 94(a) and (c) of the Rules of Procedure of the Court of Justice, a request for a preliminary ruling is to contain, inter alia, a summary of the relevant findings of fact or, at least, an account of the facts on which the questions are based, as well as a statement of the reasons which prompted the referring court or tribunal to inquire about the interpretation or validity of certain provisions of EU law, and the relationship between those provisions and the national legislation applicable to the main proceedings.

27 In the present case, it should be recalled that Article 7(5) of Regulation No 1215/2012 establishes, as regards disputes arising out of the operations of a branch, agency or other establishment, a rule of special jurisdiction in favour of the courts for the place where the branch, agency or other establishment is situated.

28 It must be observed that, despite the fact that the referring court refers to Article 7(5) both in the grounds of the request for a preliminary ruling and in the question referred to the Court of Justice, that court does not provide any factual support concerning acts relating to the operation of a branch, agency or any other establishment of Lufthansa in Poland, or commitments entered into by those entities on behalf of Lufthansa, such as the possible involvement of those entities in the conclusion of the contract of carriage by air at issue in the case in the main proceedings. Although that court gives detailed consideration to the question whether the contract giving rise to the obligation in question, within the meaning of Article 7(1) of that regulation, is the assignment agreement or the contract of carriage, it does not indicate the reasons which also led it to question the interpretation of Article 7(5) of that regulation.

29 The referring court merely specifies that it is required to review of its own motion whether it has international jurisdiction to hear the action before it. Although it cannot be ruled out that such a review may lead it to examine the ground of jurisdiction provided for in Article 7(5) of Regulation

No 1215/2012, the fact remains that the Court should have sufficient information in order to satisfy itself that the interpretation of EU law that is sought bears a relation to the actual facts of the main action or its purpose.

30 However, in the present case, there is no such information. Consequently, in so far as the question referred for a preliminary ruling concerns the interpretation of Article 7(5) of Regulation No 1215/2012, it is inadmissible.

Substance

31 By its question, the referring court asks, in essence, whether the second indent of Article 7(1)(b) of Regulation No 1215/2012 must be interpreted as meaning that a court of one Member State has jurisdiction, in accordance with that provision, to hear a dispute relating to a claim for compensation brought against an air carrier, established on the territory of another Member State, by a company which is the assignee of a passenger's claim arising from the performance of a contract of carriage concluded with that carrier.

32 As a preliminary point, it should be recalled, first, that Regulation No 1215/2012 aims to harmonise the rules regarding conflicting jurisdictions in civil and commercial matters by means of creating rules governing jurisdiction that are highly predictable. Therefore, the purpose of this regulation is to strengthen the legal protection of persons established in the European Union by enabling the applicant to identify easily the court in which he or she may sue and a normally well-informed defendant reasonably to foresee in which court he or she may be sued (judgment of 11 April 2024, *Credit Agricole Bank Polska*, C-183/23, EU:C:2024:297, paragraph 40 and the case-law cited).

33 Second, the system of common rules of conferment of jurisdiction laid down in Chapter II of Regulation No 1215/2012 is based on the general rule, set out in Article 4(1) thereof, that persons domiciled in a Member State are to be sued in the courts of that Member State, irrespective of the nationality of the parties. It is only by way of derogation from that general rule of jurisdiction of the courts of the defendant's domicile that Chapter II, Section 2, of that regulation provides for a number of special rules of jurisdiction, including that set out in the second indent of Article 7(1)(b) of that regulation (judgment of 14 September 2023, *EXTÉRIA*, C-393/22, EU:C:2023:675, paragraph 27 and the case-law cited).

34 Under the rule of special jurisdiction laid down in that provision, the court having jurisdiction to hear a claim based on a contract for the provision of services is the court for the place in a Member State where, under the contract, the services were provided or should have been provided.

35 It also follows from the case-law that the rule of special jurisdiction laid down in the second indent of Article 7(1)(b) of Regulation No 1215/2012 reflects a concern for proximity, motivated by the existence of a close connection between the contract concerned and the court called upon to hear it (see, to that effect, judgment of 14 September 2023, *EXTÉRIA*, C-393/22, EU:C:2023:675, paragraph 29 and the case-law cited).

36 It is in the light of those considerations that it must be determined whether the fact that a claim, arising from the performance of a contract of carriage by air concluded between a consumer and a trader, has been transferred by that consumer to a company specialising in the recovery of air

passengers' claims is such as to preclude the application of the second indent of Article 7(1)(b) of Regulation No 1215/2012 in order to determine which court has jurisdiction to hear a claim for compensation brought by the assignee against the air carrier.

37 In that regard, as is apparent from paragraph 35 above, the rule of special jurisdiction laid down in the second indent of Article 7(1)(b) is not intended to protect the weaker party in a contractual relationship, given that that rule was not established in the light of the status of the contracting parties, but is based on the existence of a close connection between the court seised and the contract concerned. In those circumstances, the fact that the consumer's claim for compensation has been transferred to a trader has no bearing on the application of that rule.

38 As the Court has stated in the context of a dispute concerning claims relating to tort, delict or quasi-delict, the transfer of claims by the initial creditor cannot, by itself, have an impact on the determination of the court having jurisdiction (see, to that effect, judgments of 18 July 2013, *ÖFAB*, C-147/12, EU:C:2013:490, paragraph 58, and of 21 May 2015, *CDC Hydrogen Peroxide*, C-352/13, EU:C:2015:335, paragraph 35).

39 Similarly, a dispute concerning the recovery of a claim arising from the performance of a contract for the provision of services continues to have a close connection with the place of performance of the obligation in question, namely the place in a Member State where, under that contract, the services were provided or should have been provided, within the meaning of the second indent of Article 7(1)(b), even though that claim has been transferred to a third party.

40 That interpretation ensures legal certainty and predictability, in particular for the defendant, in matters of jurisdiction, which are objectives pursued by Regulation No 1215/2012, as is apparent from recitals 15 and 16 of that regulation, in so far as the court having jurisdiction to hear such an action will always be the court of the place where, under the contract, the services were provided or should have been provided, irrespective of the existence of an assignment of the claim arising from that contract.

41 In the present case, it is apparent from the documents before the Court that AirHelp acquired a claim arising from the performance of a contract of carriage by air, concluded between a consumer and Lufthansa, the cause of which was the delay of a flight operated by that airline, from Kraków to Nice (France) with a connection in Munich (Germany), which is a matter for the referring court to ascertain.

42 In so far as the place of departure of that flight corresponds to one of the main places of provision of the services which are the subject of that contract and therefore ensures the close connection required by the rules of special jurisdiction set out in Article 7(1) of Regulation No 1215/2012 between that contract and the court which has territorial jurisdiction over that place, the Polish courts appear to have jurisdiction to hear the action in the main proceedings (see, to that effect, judgment of 3 February 2022, *LOT Polish Airlines*, C-20/21, EU:C:2022:71, paragraph 20).

43 Neither the particular features of the assignment agreement at issue in the main proceedings nor the absence of a contractual link between the parties to the dispute are such as to call that jurisdiction into question.

44 First, the fact that, as is apparent from the order for reference, under the terms of the assignment agreement at issue, the assigning consumer does not transfer, under Polish law, his or her procedural rights to the assignee trader is not relevant for the application of the rule of

jurisdiction laid down in the second indent of Article 7(1)(b) of Regulation No 1215/2012. That rule is based on the obligation in question, that is to say, the subject matter of the dispute, determined by that of the contract concerned, since the assignment agreement confers standing to bring proceedings solely on the assignee.

45 Second, as regards the fact that the parties in the main proceedings are not directly bound by a contract, referred to both by the referring court and by Lufthansa in its written observations, it should be observed that, in so far as the assignment agreement confers on the assignee the rights enjoyed by the assignor in relation to the carrier and therefore the right to bring proceedings for the recovery of the claim arising from the contract of carriage by air, that fact is also not such as to preclude the application of the rule of jurisdiction laid down in that provision.

46 In the light of all of the foregoing considerations, the answer to the question referred is that the second indent of Article 7(1)(b) of Regulation No 1215/2012 must be interpreted as meaning that a court of one Member State has jurisdiction, in accordance with that provision, to hear a dispute relating to a claim for compensation brought against an air carrier, established on the territory of another Member State, by a company which is the assignee of a passenger's claim arising from the performance of a contract of carriage concluded with that carrier, so long as that court is the court for the place where, under that contract, the services were provided or should have been provided.

Costs

47 Since these proceedings are, for the parties to the main proceedings, a step in the action pending before the referring 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 (Eighth Chamber) hereby rules:

The second indent of Article 7(1)(b) 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

must be interpreted as meaning that a court of one Member State has jurisdiction, in accordance with that provision, to hear a dispute relating to a claim for compensation brought against an air carrier, established on the territory of another Member State, by a company which is the assignee of a passenger's claim arising from the performance of a contract of carriage concluded with that carrier, so long as that court is the court for the place where, under that contract, the services were provided or should have been provided.

[Signatures]