

Assignment of Claims and the Stability of Special Jurisdiction under the Brussels I bis Regulation in Air Transport Cases. Remarks on the CJEU Judgment in Case C-551/24, *Lufthansa v AirHelp*

PhD Candidate Ana-Maria Dimofte
Master's Student Astrid Manolea
Faculty of Law, University of Bucharest

Abstract: *This article analyses the judgment of the Court of Justice of the European Union delivered in Case C-551/24, Lufthansa v AirHelp, concerning the interpretation of Article 7(1)(b) of Regulation (EU) No 1215/2012 (Brussels I bis) in the field of international jurisdiction over contractual disputes arising from the carriage of passengers by air. The central legal issue concerns the effects of the assignment of claims on special jurisdiction based on the place of performance of the contractual obligation and the possibility for a professional assignee to rely on the contractual forum provided for by the Regulation.*

Based on an analysis of the Court's reasoning and its integration into the development of European case law, the article highlights the autonomous and functional nature of the criterion of the place of performance in air transport contracts, demonstrating how the assignment of the claim does not alter the jurisdictional link between the dispute and the competent court. This conclusion is grounded in the fact that the rule of jurisdiction laid down in Article 7(1)(b) pursues objectives of proximity, sound administration of justice and predictability, rather than the protection of a party considered to be vulnerable.

Keywords: *international jurisdiction; Brussels I bis Regulation; air transport; assignment of claims; place of performance of the obligation.*

Cesiunea creanței și stabilitatea competenței speciale prevăzute de Regulamentul Bruxelles I bis în materia transportului aerian. Observații privind hotărârea CJUE în cauza C-551/24, *Lufthansa c. AirHelp*

Rezumat: *Articolul analizează hotărârea Curții de Justiție a Uniunii Europene pronunțată în cauza C-551/24, Lufthansa c. AirHelp, privind interpretarea art. 7 pct. 1 lit. b) a doua liniuță din Regulamentul (UE) nr. 1215/2012 (Bruxelles I bis) în materia competenței judiciare internaționale pentru litigiile contractuale rezultate din transportul aerian de pasageri. Problema juridică centrală privește efectele cesiunii creanței asupra competenței speciale întemeiate pe locul executării obligației contractuale și posibilitatea cesionarului profesionist de a invoca forumul contractual prevăzut de Regulament.*

Pornind de la analiza raționamentului Curții și de la integrarea acestuia în evoluția jurisprudenței europene, articolul evidențiază caracterul autonom și funcțional al criteriului locului executării obligației în contractele de transport aerian, arătând modul în care transferul creanței nu modifică legătura jurisdicțională dintre litigiu și instanța competentă, întrucât norma de competență prevăzută de art. 7 pct. 1 lit. b) urmărește obiective de

proximitate, bună administrare a justiției și previzibilitate, iar nu protecția unei părți considerate vulnerabile.

Cuvinte cheie: *competență judiciară internațională; Regulamentul Bruxelles I bis; transport aerian; cesiune de creanță; locul executării obligației.*

INTRODUCTION

Regulation (EU) No 1215/2012 ("Brussels I bis")¹ occupies a central position within the system of European judicial cooperation by laying down uniform rules on international jurisdiction applicable to cross-border civil and commercial disputes within the European Union. Within this framework, the rules of special (alternative) jurisdiction provided for in Article 7 constitute exceptions to the general rule conferring jurisdiction upon the courts of the defendant's domicile² and pursue specific objectives, namely ensuring proximity between the dispute and the competent court, the sound administration of justice, and the predictability of jurisdiction³.

Accordingly, pursuant to Article 7(1)(b), second indent, of the Brussels I bis Regulation, where the subject matter of the proceedings concerns a contract for the provision of services, a person may be sued before the courts for the place of performance of the obligation in question, namely the place where, under the contract, the services were provided or should have been provided⁴.

The application of this criterion, however, raises particular difficulties where the original legal relationship undergoes subsequent changes, especially through mechanisms involving the transfer and assignment of claims. The increasing practice of assigning claims arising from passengers' rights in air transport, frequently carried out through specialised claim-recovery companies, has given rise to new questions concerning the maintenance or alteration of international jurisdiction following the transfer of the disputed claim.

The issue of the effects of assignment on international jurisdiction has acquired growing practical significance in the context of the development of claim-enforcement mechanisms within the internal market. In numerous areas of European Union law, the original creditor is no longer the party initiating judicial proceedings, the claim having been transferred to specialised entities that pursue its recovery on a professional basis. In these circumstances, the question arises whether a change in the identity of the holder of the substantive right may influence the applicable jurisdictional rules, or whether those rules remain attached to the legal relationship from which the claim originates. It is precisely this issue that is illustrated by the dispute examined by the Court of Justice in the case under analysis, where the transfer of the claim raised the question whether the special jurisdiction based on the place of performance of the contractual obligation remained applicable.

¹ 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 (recast), OJ L 351, 20 December 2012, pp. 1–32 (hereinafter "Brussels I bis Regulation").

² Article 4(1) of the Brussels I bis Regulation.

³ According to Recital (16) of the Preamble to the Brussels I bis Regulation, *"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 before a court of a Member State which he could not reasonably have foreseen (...)."*

⁴ Article 7(1)(b), second indent of the Brussels I bis Regulation.

Against this background, the judgment of the Court of Justice of the European Union in Case C-551/24, *Lufthansa v AirHelp*⁵ provides important clarification regarding the relationship between the assignment of claims and the special jurisdiction based on the place of performance of the contractual obligation in the field of air transport. The legal issue examined by the Court concerns whether the professional assignee of a passenger's claim may rely on the contractual forum provided for in Article 7(1)(b), second indent, of the Brussels I bis Regulation and, consequently, whether the assignment of the claim is capable of affecting the relevant jurisdictional connecting factor.

The present article aims to analyse the Court's reasoning and to highlight the contribution of this judgment to the consolidation of the autonomous interpretation of the criterion of the place of performance of the contractual obligation in contracts for the carriage of passengers by air⁶. Furthermore, the analysis seeks to place the Court's solution within the broader development of the previous case law of the Court of Justice and to distinguish it from judgments concerning special jurisdiction pursuing protective objectives, in particular in the field of insurance, in order to emphasise the role played by the autonomous qualification adopted by the Court of Justice with regard to the concepts employed by the Regulation and the objectives pursued by the relevant jurisdictional rule in determining the effects of the assignment of claims on international jurisdiction.

The practical importance of the issue examined is further reinforced by the significant increase in litigation arising from the application of Regulation (EC) No 261/2004⁷ concerning air passenger rights. In many cases, the enforcement of those rights is no longer pursued directly by passengers, but rather by specialised operators that acquire claims arising from flight delays or cancellations. This reality has led to the emergence of disputes in which the original contractual relationship coexists with mechanisms for the transfer and assignment of claims, thereby raising the question of which jurisdictional rules remain applicable following the assignment.

In this context, the question whether the assignee may rely upon the same jurisdictional fora as the original holder of the claim is of considerable practical importance, in addition to its theoretical significance. The answer directly affects both the effectiveness of claim-enforcement mechanisms and the degree of predictability of the jurisdictional rules applicable to economic operators engaged in international air transport.

In order to illustrate the implications of the judgment in *Lufthansa v AirHelp* for the European system of international jurisdiction, the article will first present the factual background of the main proceedings and the preliminary question referred to the Court of Justice (Sections I–II). It will then examine the solution adopted by the Court and the reasoning supporting it (Section III). Subsequently, the judgment will be placed within the broader development of the Court's case law concerning contracts for the carriage of passengers by air, with particular reference to the judgment in *Rehder* (Section IV). Finally, the article will

⁵ Judgment of 9 October 2025, *Deutsche Lufthansa AG v AirHelp Germany GmbH*, Case C-551/24, ECLI:EU:C:2025:771.

⁶ For a general theory regarding the contract for the carriage of passengers see A. T. Stănescu, *Dreptul transporturilor. Contracte specifice activității de transport*, ed. 7, Hamangiu, 2022, p. 15 and further.

⁷ 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 L 46, 17 February 2004, pp. 1–8.

analyse the specific features of the judgment through a comparative examination of the Court's case law in the field of insurance, in particular Cases C-913/19 and C-393/20 (Section V).

I. FACTUAL BACKGROUND OF THE *LUFTHANSA V AIRHELP* CASE

The judgment delivered by the Court of Justice of the European Union in *Deutsche Lufthansa AG v AirHelp Germany GmbH* (further referred as *Lufthansa v AirHelp*) concerns the interpretation of Article 7(1)(b), second indent, of Regulation (EU) No 1215/2012 (further referred as *Brussels I bis Regulation*) in the field of international jurisdiction over contractual disputes arising from the carriage of passengers by air.

The main proceedings were brought between the German company Deutsche Lufthansa AG and AirHelp Germany GmbH and concerned the payment of compensation due to a passenger following the delay of a Lufthansa-operated flight departing from Kraków and arriving in Nice, with a scheduled stopover in Munich.

The dispute originated from a significant delay affecting the passenger's booked flight, which resulted in the passenger arriving at the final destination with a delay sufficient enough to give rise to the right to compensation under European Union law. Pursuant to the provisions of Regulation (EC) No 261/2004, the passenger acquired a claim against the operating air carrier consisting of the payment of fixed-sum compensation⁸. Subsequently, the passenger assigned that claim to AirHelp, a company specialising in the recovery of claims arising from air passengers' rights, which undertook the necessary steps to obtain compensation from the airline.

Prior to commencing judicial proceedings, AirHelp sought payment of the compensation through extrajudicial means; however, Lufthansa disputed its obligation to pay. Consequently, the assignee brought proceedings before the Polish courts, relying on the forum of the place of departure of the flight, which has been recognised in the case-law of the Court of Justice as one of the places where the characteristic obligation under a contract for the carriage of passengers by air is performed⁹. Accordingly, the dispute did not concern the existence or the extent of the passenger's right to compensation, but rather exclusively the issue of the international jurisdiction of the courts seised following the assignment of the claim to a professional entity specialising in the recovery of such claims.

In the proceedings before the Polish courts, Lufthansa raised an objection of lack of international jurisdiction, arguing that, in the absence of a direct contractual relationship between the airline and the assignee, the special (alternative) jurisdiction provided for in Article 7(1)(b) of the Brussels I bis Regulation could no longer apply. In its view, jurisdiction lay

⁸ In the Interpretative Guidelines on Regulation (EC) No 261/2004 of the European Parliament and of the Council establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights and on Council Regulation (EC) No 2027/97 on air carrier liability in the event of accidents (C/2024/5687), the Commission has mentioned that „the Court has ruled that a delay at arrival of at least 3 hours gives the same rights in terms of compensation as a cancellation” citing in this matter CJEU, Joined Cases C-402/07 and C-432/07, *Sturgeon and Others*, ECLI:EU:C:2009:716, par. 69 and, for further analysis, CJEU, Cases C-581/10 and C-629/10, *Nelson and Others*, ECLI:EU:C:2012:657, par. 40, and CJEU, Case C-413/11, *Germanwings*, ECLI:EU:C:2013:246, par. 19. For a commentary on this matter, see E. N. Vâlcu, Union regulations on passenger rights in case of flight cancellation, refusal at boarding or long delay of flights, in AGORA International Journal of Juridical Sciences, No. 1, 2019, pp. 31-36.

⁹ See CJEU, Judgment of 9 July 2009, *Peter Rehder v Air Baltic Corporation*, Case C-204/08, ECLI:EU:C:2009:439.

exclusively with the courts of the defendant's domicile, namely the German courts, pursuant to the general rule laid down in Article 4(1) of the Regulation.

Against this background, the Polish court considered that there was uncertainty in the case-law as to whether a professional assignee could rely on the special contractual forum provided for in Article 7(1)(b) of the Brussels I bis Regulation. It therefore referred a request for a preliminary ruling to the Court of Justice concerning the interpretation of that provision. The referring court observed that, under Polish law, the assignment of claims produces effects exclusively with regard to substantive rights, without transferring the assignor's procedural rights. Consequently, AirHelp acquired only standing to bring proceedings for the recovery of the assigned claim, without succeeding to any procedural advantages associated with the assignor passenger's status as a consumer.

II. THE PRELIMINARY QUESTION AND THE COURT'S REASONING

The request for a preliminary ruling concerned, in essence, whether Article 7(1)(b), second indent, of the Brussels I bis Regulation must be interpreted as meaning that the court for the place of performance of the contractual obligation has jurisdiction to hear an action for compensation brought by the professional assignee of a passenger's claim against an air carrier established in another Member State¹⁰.

The Court's analysis was founded upon a reaffirmation of the exceptional nature of the rules of special jurisdiction laid down in Article 7 of the Brussels I bis Regulation in relation to the general rule conferring jurisdiction upon the courts of the defendant's domicile, as provided for in Article 4 of the Regulation¹¹. In our view, the Court's reminder of the exceptional nature of Article 7 serves not merely as an introductory observation in the reasoning of the judgment but constitutes an essential element of the interpretative methodology consistently adopted by the Court. Thus, although the rules of special jurisdiction must be interpreted strictly, this requirement does not entail a restrictive interpretation that would artificially limit their scope of application¹². The Court has consistently held that the provisions of the Regulation must be interpreted in a manner that ensures the attainment of the objectives for which they were enacted.

At the same time, the Court emphasised that these special jurisdictional rules pursue autonomous objectives, namely ensuring proximity between the dispute and the competent court, the existence of a close connection between the legal relationship at issue and the court seised, as well as guaranteeing the predictability of the rules of jurisdiction¹³.

A central element of the judgment is the Court's clarification that the rule laid down in Article 7(1)(b) of the Regulation is not intended to protect the party regarded as weaker in the contractual relationship and is not based on the subjective status of the parties, but exclusively on the existence of an objective connection between the contract and the court having jurisdiction¹⁴.

¹⁰ *Lufthansa v AirHelp*, cited above, paras. 13 and 23.

¹¹ *Ibid.*, para. 33.

¹² See, to that effect, CJEU, Judgment of 23 April 2009, *Falco Privatstiftung and Thomas Rabitsch v Gisela Weller-Lindhorst*, Case C-533/07, ECLI:EU:C:2009:257, paras. 54–57; Judgment of 25 February 2010, *Car Trim GmbH v KeySafety Systems Srl*, Case C-381/08, ECLI:EU:C:2010:90, para. 48.

¹³ *Ibid.*, paras. 34–35.

¹⁴ *Ibid.*, para. 37.

Accordingly, the Court held that the assignment of the claim to a professional entity does not affect the applicability of the rule of special jurisdiction. In this respect, the Court reiterated its previous case-law¹⁵, according to which the assignment of a claim does not, in itself, alter the criteria for determining the court having jurisdiction. The Court further stressed that, even after the assignment, the dispute continues to display the same close connection with the place of performance of the contractual obligation, since the subject matter of the proceedings remains the performance of the obligations arising from the contract for the carriage of passengers by air.

Of particular importance is the Court's finding that the specific features of the national legal regime governing the assignment of claims, as well as the absence of a direct contractual relationship between the assignee and the air carrier, are irrelevant for the purposes of applying Article 7(1)(b) of the Brussels I bis Regulation. The Court held that the jurisdictional rule is based on the "obligation in question", that is, on the subject matter of the dispute and on the contract from which the claim derives, while the assignment merely confers procedural standing upon the assignee¹⁶.

Furthermore, the Court reaffirmed its established case-law in the field of air transport, according to which, in contracts for the provision of air transport services, the place of performance of the contractual obligation is constituted by both the place of departure and the place of arrival of the flight. In the present case, the place of departure of the flight—Kraków—constituted a principal place of performance of the services and, therefore, justified the jurisdiction of the Polish courts¹⁷.

III. THE COURT'S RULING AND THE IMPORTANCE OF THE JUDGMENT IN *LUFTHANSA V AIRHELP*

In answering the question referred for a preliminary ruling, the Court held that Article 7(1)(b), second indent, of the Brussels I bis Regulation must be interpreted as meaning that a court of a Member State has jurisdiction to hear an action for compensation brought by the assignee of a passenger's claim against an air carrier established in another Member State where that court corresponds to the place where, under the contract of carriage, the services were provided or should have been provided¹⁸.

In its reasoning, the Court essentially emphasised that the action brought by the assignee originates from the same contractual relationship of carriage that gave rise to the assigned claim. The fact that the holder of the claim subsequently changed as a result of the assignment does not alter either the contractual nature of the legal relationship underlying the claim or the objective connection between the dispute and the place of performance of the transport service. From this perspective, the Court considered that the determination of the court having jurisdiction must be based on the contract of carriage and on the connecting

¹⁵ *Ibid.*, paras. 38–39. See also the judgments relied upon by the Court in support of its reasoning: CJEU, Judgment of 18 July 2013, *ÖFAB, Östergötlands Fastigheter AB v Frank Koot and Evergreen Investments BV*, Case C-147/12, ECLI:EU:C:2013:490, para. 58; and Judgment of 21 May 2015, *Cartel Damage Claims (CDC) Hydrogen Peroxide SA v Akzo Nobel NV and Others*, Case C-352/13, ECLI:EU:C:2015:335, para. 35.

¹⁶ *Ibid.*, paras. 43–45.

¹⁷ *Ibid.*, paras. 41–42. See also the judgment relied upon by the Court in support of its reasoning: CJEU, Judgment of 3 February 2022, *JW and Others v LOT Polish Airlines*, Case C-20/21, ECLI:EU:C:2022:71, para. 20.

¹⁸ *Ibid.*, para. 42.

factors laid down in the Brussels I bis Regulation.

The Court further recalled that the rules of special jurisdiction established by the Regulation are intended to identify the court having the closest connection with the dispute and therefore the court best placed to adjudicate upon it. In the field of air passenger transport, that close connection is represented by both the place of departure and the place of arrival of the flight, criteria that have already been established in the Court's previous case-law and remain applicable irrespective of any subsequent changes in the identity of the holder of the claim.

The judgment is of particular significance for the European law of international jurisdiction, as it confirms the autonomy of the special jurisdictional criteria applicable in contractual matters from the specific features of national rules governing the assignment of claims. In doing so, the Court affirms that the assignment of a claim does not affect the jurisdictional connecting factor between the contract and the court having jurisdiction. This conclusion is particularly important because it confirms that the rules of international jurisdiction laid down in the Brussels I bis Regulation operate independently of any subsequent changes that may occur in the structure of the underlying obligation. From the perspective of the jurisdictional rule, what is decisive is the existence of the contractual relationship giving rise to the dispute and the place with which that relationship has the closest connection. Consequently, a change in the identity of the holder of the claim is not capable of altering the criterion for locating the dispute, since it does not affect the objective elements that justify the designation of the court having jurisdiction.

This conclusion is significant not only for disputes concerning air transport but also for the general operation of the jurisdictional rules established by the Brussels I bis Regulation. Through the solution adopted, the Court reaffirmed that the identification of the court having jurisdiction must be based on the objective elements of the legal relationship that gave rise to the dispute, rather than on subsequent changes affecting the assets or legal position of the holder of the claim.

In this respect, the judgment confirms that the jurisdictional connecting factor established by Article 7(1)(b) remains attached to the contract from which the obligation in dispute arises. While the assignment of the claim may change the person entitled to enforce that right before the courts, it does not alter the place where the services were provided, nor does it affect the factual elements justifying the existence of a close connection between the dispute and the court having jurisdiction.

Furthermore, the Court's solution contributes to strengthening the uniform character of the European rules on jurisdiction¹⁹. If the effects of the assignment of claims on jurisdiction were to depend upon the rules governing the transfer of claims under the law of each Member State, the application of the Brussels I bis Regulation would risk varying from one legal system to another. The Court avoids such an outcome by relying exclusively on the autonomous criteria laid down by the Regulation and on the objectives it pursues, an approach which, in our view, captures the very essence of autonomous qualification²⁰.

The judgment also confirms that the predictability of jurisdiction must be assessed by

¹⁹ According to Recital (4) of the Preamble to the Brussels I bis Regulation "*Certain differences between national rules governing jurisdiction and recognition of judgments hamper the sound operation of the internal market. Provisions to unify the rules of conflict of jurisdiction in civil and commercial matters, and to ensure rapid and simple recognition and enforcement of judgments given in a Member State, are essential*".

²⁰ Ș. A. Stănescu, *Procesul civil internațional*, 2nd ed., Hamangiu, 2023, p. 25.

reference to the time at which the contract was concluded and performed. From the outset, the air carrier is able to foresee that any disputes may be brought before the courts of either the place of departure or the place of arrival of the flight. The subsequent assignment of the claim to a professional assignee neither alters that predictability nor creates a new jurisdictional connecting factor that could reasonably come as a surprise to the defendant.

From this perspective, *Lufthansa v AirHelp* may be regarded as confirming the stability of the criterion of the place of performance of the contractual obligation in the field of air transport. The Court neither establishes a new rule of jurisdiction nor extends the scope of the connecting factor laid down in Article 7(1)(b) of the Regulation. Rather, it clarifies that the existing rule continues to apply even after the assignment of a claim arising from the contract of carriage.

At the same time, the judgment contributes to preserving the coherence of the system established by the Regulation. A contrary solution would have resulted in the multiplication of the criteria relevant for determining jurisdiction and would have allowed the same claim to become subject to different jurisdictional rules solely as a consequence of its assignment to a third party. Such an approach would have been difficult to reconcile with the objectives of legal certainty and predictability pursued by the European law of international jurisdiction.

The judgment also strengthens predictability and legal certainty in the field of international air transport, since the air carrier may reasonably foresee that it may be sued before the courts of either the place of departure or the place of arrival of the flight, regardless of whether the action is brought by the passenger or by the assignee of the passenger's claim.

From the perspective of the functioning of the internal market of the European Union, this conclusion is of particular importance. Air carriers operate across borders and enter into a very large number of similar contractual relationships, and the ability to identify in advance the courts having jurisdiction constitutes an essential element in assessing the legal risks associated with their commercial activities.

The maintenance of special jurisdiction even after the assignment of the claim helps to avoid situations in which the determination of the court having jurisdiction would depend upon circumstances arising after the conclusion of the contract and entirely independent of the conduct of the carrier. Such dependence would be liable to undermine the predictability of the jurisdictional system established by the Regulation and to create additional difficulties for its uniform application.

At the same time, the Court's solution ensures the continuity of the jurisdictional connecting factor identified at the time the transport service was performed. The elements relevant for locating the dispute remain unchanged both before and after the assignment, thereby contributing to the stability of legal relationships and to the coherence of the mechanism governing the allocation of jurisdiction within the European Union.

The Court's ruling is also of considerable practical significance for companies specialising in the enforcement of air passengers' rights. In recent years, the emergence of operators such as AirHelp, the claimant in the case we analyse in the present study, has led to a substantial increase in the assignment of claims arising under Regulation (EC) No 261/2004, as passengers frequently prefer to transfer their right to compensation to professionals possessing the expertise and resources necessary to recover such claims²¹.

²¹ For example, more than 4,000 cases concerning the recovery of compensation for delayed or cancelled flights were registered before a First instance Tribunal of Bucharest (Judecătoria Sectorului 1 București), during the

Finally, as we will discuss in the further section of our study, the judgment forms part of the continuity of the Court of Justice's case-law concerning the autonomous and functional interpretation of the concept of the "place of performance of the contractual obligation" in contracts for the carriage of passengers by air, as developed in landmark judgments such as *Rehder* and *LOT Polish Airlines*.

IV. A CONSOLIDATION OF THE AUTONOMOUS QUALIFICATION OF THE CRITERION OF THE PLACE OF PERFORMANCE OF THE CONTRACTUAL OBLIGATION IN AIR TRANSPORT MATTERS

The judgment delivered in *Deutsche Lufthansa AG v AirHelp Germany GmbH* both follows and reinforces the solution previously established in *Rehder v Air Baltic Corporation*, the two judgments jointly contributing to the development of the autonomous interpretation of the concept of the "place of performance of the contractual obligation" in contracts for the international carriage of passengers by air.

The two judgments²² are primarily similar in that the Court of Justice maintains the functional and autonomous approach to the interpretation of Article 5(1)(b) of Regulation No 44/2001 (Brussels I) and, respectively, Article 7(1)(b) of Regulation No 1215/2012 (Brussels I bis), provisions which pursue the same systemic objectives: proximity between the dispute and the court having jurisdiction, the sound administration of justice, legal certainty, and the predictability of jurisdictional rules²³. Moreover, it was held that the uniform interpretation of how to apply the articles in European instruments is essential in order to ensure all parties within Member States a fair position within the market²⁴.

In *Rehder*, the Court was called upon to determine whether, in the context of international air transport, special jurisdiction in contractual matters should be concentrated in a single place of performance or whether both the place of departure and the place of arrival could constitute jurisdictional connecting factors. The Court rejected the notion of identifying a single principal place of performance, a solution characteristic of certain contracts for the sale of goods²⁵, and held that air transport services are unitary and indivisible in nature, being performed through the combined operations of passenger boarding, carriage, and disembarkation. On that basis, the Court ruled that both the place of departure and the place of arrival of the aircraft constitute principal places of performance of the services and display a sufficiently close connection with the contractual relationship to justify the

period June 2025–June 2026. In those proceedings, the claimants were professional assignees specialising in the enforcement of air passengers' rights (source: ReJust.ro).

²² *Rehder*, cited above, paras. 33 and 37; *Lufthansa v AirHelp*, cited above, paras. 39–40.

²³ See, to the same effect, *Car Trim*, cited above, para. 48: "According to settled case-law, the rule of special jurisdiction in matters relating to a contract laid down in Article 5(1) of the Regulation [now Article 7(1) of the Brussels I bis Regulation], which supplements the general rule conferring jurisdiction on the courts of the defendant's domicile, pursues an objective of proximity and is justified by the existence of a close link between the contract and the court called upon to hear and determine the case."

²⁴ E. Pallard, Place of performance as a ground for jurisdiction. A study of case law from the European Court of Justice regarding Article 5(1)(b) of the Brussels I Regulation, Masters's Thesis in Private International Law, Uppsala Universitet, 2012, p. 8.

²⁵ See, for example, CJEU, Judgment of 3 May 2007, *Color Drack GmbH v Lexx International Vertriebs GmbH*, Case C-386/05, ECLI:EU:C:2007:262.

jurisdiction of the courts corresponding to those places²⁶. Consequently, it was observed that the court having jurisdiction within the meaning of Article 7(1)(b) to hear an action for damages based on that contract and Regulation No 261/2004 is, at the claimant's choice, the court within whose jurisdiction the place of departure is located or the court within whose jurisdiction the place of arrival of the aircraft is located, those places having been agreed in the contract²⁷. As the Court observed, such services are, by their very nature, inseparable and unitary, making it impossible to identify, on the basis of economic criteria, a single place where the principal performance would be carried out²⁸. Therefore the principles established in the case of *Color Drack v Lexx* were extended²⁹ even to situations concerning places of provision of services, located in different Member States³⁰, but adapted to the specific situation of air transport services.

The judgment in *Lufthansa v AirHelp* fully embraces this line of case-law and extends it to a different legal scenario, namely the assignment of a claim arising from a contract of carriage by air to a company specialising in debt recovery. Thus, whereas the central issue in *Rehder* concerned the localisation of the place of performance of the contractual obligation in an international contract for the carriage of passengers by air, the additional legal difficulty in *Lufthansa v AirHelp* stemmed from the absence of a direct contractual relationship between the assignee and the air carrier.

The Court resolves this issue by relying upon and further developing the autonomous interpretation of Article 7(1) established in *Rehder*. It expressly states that the rule of special jurisdiction laid down in Article 7(1)(b) of the Brussels I bis Regulation is not based upon the subjective status of the parties, nor is it intended to protect the weaker party to the legal relationship, but rather exclusively upon the existence of an objective connection between the dispute and the place of performance of the contractual obligation. The solution adopted by the Court appears fully consistent with the logic previously developed in its case-law concerning the interpretation of the autonomous concepts of the Brussels I bis Regulation. In essence, the Court does not focus on the identity of the holder of the claim but on the legal relationship from which that claim originates. In the present case, the claim asserted by AirHelp derives exclusively from the contract of carriage concluded between the passenger and the air carrier. The subsequent assignment of that claim to a third party does not alter the objective elements of the contractual relationship, nor does it affect the circumstances in which the transport service was performed.

In this regard, it is important to observe that the place of departure and the place of arrival of the flight remain identical regardless of the person bringing the action. The factors

²⁶ *Rehder*, cited above, paras. 44–45.

²⁷ M. Sekula-Lelenc, Practical Aspects of Cross-Border Assignment of Claims in Cases Concerning Compensation for Delayed or Cancelled Flights, *Ius Novum*, Vol. 20, No. 2, 2026, DOI: 10.2478/in-2026-0022, available at: https://www.researchgate.net/publication/408274085_Practical_Aspects_of_CrossBorder_Assignment_of_Claims_in_Cases_Concerning_Compensation_for_Delayed_or_Cancelled_Flights, last accessed 10.07.2026, p. 147.

²⁸ G.-L. Zidaru, Competența în materie civilă potrivit Regulamentului Bruxelles I bis (nr. 1215/2012), Hamangiu, Bucharest, 2017, p. 150.

²⁹ G.-L. Zidaru, Competența internațională de drept comun și competențele speciale instituite de art. 5 din Regulamentul nr. 44/2001 privind competența judiciară, recunoașterea și executarea hotărârilor în materie civilă și comercială, RRDP, no. 6, 2010, p. 31.

³⁰ M. Repas, T. Kerestes, The Complexity of Article 5(1) of the Regulation 44/2001 – The Impact of the Case Law on the Interpretation of Place of Performance, in V. Rijavec, T. Ivanc (coord.), Cross-border Civil Proceedings in the EU (Conference Papers) 17-18 November 2011, Maribor: Pravna fakulteta, 2012, p. 71.

justifying the proximity between the dispute and the court having jurisdiction are not affected by the assignment. The evidence relevant to the performance of the transport service, the documents relating to the flight delay, and the factual circumstances giving rise to the right to compensation remain connected to the same locations that would have justified jurisdiction had the action been brought directly by the passenger.

Likewise, from the perspective of the air carrier, there is no alteration of the foreseeable jurisdictional framework. From the moment the contract is concluded, the airline is aware that the performance of the service is located at the points of departure and arrival of the flight and that any disputes may be brought before the courts corresponding to those locations. Consequently, the assignment of the claim neither generates an additional risk of jurisdictional unpredictability nor creates a new connecting factor capable of justifying the jurisdiction of other courts.

This clarification represents an important conceptual distinction from certain specific areas of European jurisdictional law—particularly insurance and consumer protection—where the Court of Justice has refused to allow the transfer of certain protective fora to professional assignees precisely because those jurisdictional rules were intended to protect a party regarded as vulnerable³¹. By contrast, in *Lufthansa v AirHelp*, the Court's reasoning demonstrates that Article 7(1)(b) pursues not a protective purpose but a purely functional and jurisdictional one.

A further relevant distinction between the two judgments concerns the relationship between special jurisdiction and the nature of the contractual relationship. In *Rehder*, the existence of the contract of carriage between the claimant and the air carrier was undisputed. In *Lufthansa v AirHelp*, by contrast, the air carrier argued that the dispute originated in the assignment agreement rather than in the contract of carriage, which, in its view, would preclude the application of Article 7(1)(b). Accordingly, the existence and effects of the legal relationship between the parties to the dispute, on the one hand, and those between the parties to the original contract, on the other, became central to the resolution of the case.

The Court of Justice nevertheless rejected that approach and reaffirmed the autonomous and substantive character of the concept of the “obligation in question”. The Court held that the subject matter of the dispute remained the performance of obligations arising from the contract of carriage by air³² and that the assignment neither altered the nature of the obligation in dispute nor the place of its performance. Consequently, the contract relevant for the determination of jurisdiction is the contract of carriage rather than the assignment agreement.

It should nevertheless be noted, in this context, that the concept of the “obligation in question” in reality refers to the characteristic obligation of the original contract for the provision of air transport services. As confirmed by both the Brussels I bis Regulation and the Court's case-law³³, the application of Article 7(1)(b) no longer requires the identification of

³¹ See CJEU, Judgment of 31 January 2018, *Paweł Hofsoe v LVM Landwirtschaftlicher Versicherungsverein Münster AG*, Case C-106/17, ECLI:EU:C:2018:50, paras. 41–44, read in conjunction with the Judgment of 21 January 2016, *SOVAG – Schwarzmeer und Ostsee Versicherungs-Aktiengesellschaft v If Vahinkovakuutusyhtiö Oy*, Case C-521/14, ECLI:EU:C:2016:41, paras. 29–30.

³² For a comment on how the dispute concerned „matters relating to a contract”, see R. Wagner, IPRax, 2010, p. 146, A. Staudinger, Streitfragen zum Erfüllungsortgerichtsstand im Luftverkehr, IPRax, 2010, p. 140.

³³ In particular, *Falco*, cited above, para. 55; see also, from a broader interpretative perspective, CJEU, Judgment of 6 October 1976, A. De Bloos, *SPRL v Société en commandite par actions Bouyer*, Case 14/76,

the place of performance of the specific obligation forming the subject matter of the dispute (the “obligation in question”), but rather the place of performance of the characteristic service obligation³⁴, irrespective of which particular obligation is sought to be enforced in the proceedings.

Nevertheless, in our view, although the Court in *Lufthansa v AirHelp* refers to the criterion of the “obligation in question”, the terminology employed serves primarily to distinguish the obligation forming the subject matter of the present dispute from any obligation that might have arisen under the assignment agreement, a contract that is irrelevant for the purposes of determining the applicability of the special jurisdiction³⁵ provided for in Article 7(1)(b). In reality, it is the place of performance of the characteristic obligation—namely, the place where the service is provided—that constitutes the basis for the alternative jurisdiction of the court. What the Court sought to emphasise, in our opinion, is that the relevant legal relationship is the original contract of carriage by air and the performance of the transport obligation arising therefrom, rather than the assignment agreement, which serves merely to confer standing upon the assignee and does not affect the determination of international jurisdiction under Article 7(1) of the Regulation.

From a doctrinal perspective, this development in the Court's case-law is of particular significance because it confirms the Court of Justice's tendency to fully detach the rules of jurisdiction from the legal qualifications provided by national law. In *Lufthansa v AirHelp*, the Court deliberately disregards the specific features of Polish law governing the effects of assignment upon procedural rights, considering that such national particularities cannot influence the uniform application of the European Regulation.

Accordingly, if *Rehder* established the autonomous concept of the “place of performance” in international air transport and thereby justified the alternative jurisdiction of the courts at both the place of departure and the place of arrival, *Lufthansa v AirHelp* reinforces that autonomy by dissociating the criterion of jurisdiction from any national-law particularities concerning the effects of the assignment of claims. The two judgments should therefore be viewed as complementary. The first defines the jurisdictional connecting factor underlying alternative jurisdiction based on the place of performance in contracts for the carriage of passengers by air, while the second confirms the stability and continuity of that criterion even after the assignment of the claim arising from the contract, irrespective of the effects that national law may attribute to the assignment, to the status of the parties involved in the assigned legal relationship, or indeed to the assignment itself.

When examined together, the two judgments reveal the Court's consistent concern with maintaining a uniform interpretation of the concepts employed by the Brussels I bis Regulation. In both cases, the Court avoids making jurisdiction dependent upon factors that may vary from one Member State to another and instead favours objective criteria capable of

ECLI:EU:C:1976:134, para. 14; Judgment of 15 January 1987, *Hassan Shenavai v Klaus Kreischer*, Case 266/85, ECLI:EU:C:1987:11, paras. 17–18. As regards contracts for the provision of services, see *Car Trim*, cited above, and CJEU, Judgment of 9 June 2011, *Electrosteel Europe SA v Edil Centro SpA*, Case C-87/10, ECLI:EU:C:2011:375. For a commentary on these judgments, see Ș. Stănescu, *Regulation (EU) No 1215/2012 Annotated with Explanatory Notes and CJEU Case-Law*, 2nd ed., Hamangiu, 2020, pp. 66 et seq.

³⁴ Ș. A. Stănescu, *Procesul civil internațional*, cited above, p. 83.

³⁵ T. Kadner Graziano, *Jurisdiction under Article 7(1) of the Recast Brussels I Regulation: Disconnecting the Procedural Place of Performance from Its Counterpart in Substantive Law. An Analysis of the Case Law of the ECJ and Proposals De Lege Lata and De Lege Ferenda*, *Yearbook of Private International Law*, Vol. 16, 2014–2015, DOI: 10.9785/9783504384784-008, p. 171.

uniform application throughout the European Union. This approach contributes to reducing the risk of divergent solutions and ensures greater predictability for participants in cross-border legal relationships.

It may also be observed that *Lufthansa v AirHelp* does not alter the architecture of special jurisdiction previously developed in the Court's case-law, but rather confirms its resilience in the face of subsequent modifications affecting the structure of the legal relationship, particularly with regard to the parties involved. Whereas in *Rehder* the Court identified the relevant connecting factors for locating the dispute, in *Lufthansa v AirHelp* it examined whether those connecting factors remain valid after the assignment of the claim to a third party. The affirmative answer provided by the Court demonstrates the stability of the criterion of the place of performance of the contractual obligation and its importance within the system of special jurisdiction established by the Regulation.

From this perspective, the two judgments may be regarded as successive stages of the same evolutionary process in European case-law. The first determines the content of the concept of the place of performance of the contractual obligation in the field of air transport, while the second clarifies that this criterion retains its relevance even when the claim arising from the contract is transferred to another person. In both situations, emphasis is placed upon the objective connection between the dispute and the place where the service was provided, rather than upon subjective considerations relating to the persons involved in the legal relationship.

It should nevertheless be noted, as has rightly been observed in the legal literature, that contracts of carriage possess particular characteristics. Although they constitute a category of service contracts, the criteria developed by the Court of Justice for determining jurisdiction under Article 7(1)(b) of the Regulation in relation to contracts for the carriage of passengers by air cannot be generalised to all contracts for the provision of services³⁶. For this reason, a specific analysis of the Court's case-law in the field of air transport contracts and of the manner in which Article 7(1)(b) should be applied to this particular category of service contracts appears all the more relevant. Accordingly, a comparative examination of the Court's various judgments and the solutions adopted therein is, in our view, of particular significance.

V. THE FUNCTIONAL DISTINCTION FROM CASES C-913/19 AND C-393/20 CONCERNING SPECIAL JURISDICTION IN INSURANCE MATTERS

The judgments delivered by the Court of Justice in *T.B. and D. v G.I. A/S*³⁷ and *CNP sp. z o.o. v Gefion Insurance A/S*³⁸ provide a particularly valuable comparative framework for understanding the solution subsequently adopted in *Lufthansa v AirHelp*, especially with regard to the effects of the assignment of claims on international jurisdiction under the Brussels I bis Regulation.

The relevance of comparing these cases lies in the fact that all three concern the same underlying structural issue, namely whether, and to what extent, the assignee of a claim may rely upon the special jurisdictional fora provided for by the Brussels I bis Regulation.

³⁶ G.-L. Zidaru, Competența în materie civilă potrivit Regulamentului Bruxelles I bis (nr. 1215/2012), Hamangiu, Bucharest, 2017, p. 152.

³⁷ CJEU, Judgment of 21 October 2021, *T.B. and D. sp. z o.o. v G.I. A/S*, Case C-393/20, ECLI:EU:C:2021:871.

³⁸ CJEU, Judgment of 20 May 2021, *CNP spółka z ograniczoną odpowiedzialnością v Gefion Insurance A/S*, Case C-913/19, ECLI:EU:C:2021:399.

Nevertheless, the Court of Justice reached different conclusions in the cases concerning special jurisdiction in insurance matters and, on the other hand, in *Lufthansa v AirHelp*. As will be demonstrated below, this divergence results from the nature of the jurisdictional rule at issue and, above all, from its underlying purpose.

A first fundamental aspect emerging from a comparison of these judgments is the distinction between special jurisdiction serving a protective function and special jurisdiction serving a functional purpose. In *Lufthansa v AirHelp*, the Court expressly stated that Article 7(1)(b) of the Brussels I bis Regulation, governing special jurisdiction in matters relating to contracts for the provision of services, is not intended to protect a party regarded as vulnerable, but rather to ensure proximity between the dispute and the court, as well as the predictability of jurisdiction. The Court explicitly emphasised that this rule “is unrelated to the status of the parties”³⁹.

By contrast, in Case C-393/20, the Court of Justice reaffirmed that the special jurisdictional rules governing insurance matters constitute an autonomous and derogatory system specifically designed to protect “the weaker party” to the legal relationship. The Court recalled that the section of the Brussels I bis Regulation concerning insurance⁴⁰ establishes an autonomous regime governing the allocation of jurisdiction, distinct from the general rules. Furthermore, paragraph 27 reiterates the general rule conferring jurisdiction upon the courts of the defendant's domicile, while paragraph 28 clarifies that derogations from that rule are permissible only on the basis of the special jurisdictional provisions expressly laid down by the Regulation⁴¹.

These paragraphs demonstrate that any extension of special jurisdiction must be justified by the specific objectives pursued by the jurisdictional rule concerned. Accordingly, in insurance matters, the derogation from the defendant's domicile is justified by the need to protect the victim or the economically weaker party to the legal relationship. In the field of air transport, by contrast, the derogation is justified by the objective proximity between the dispute and the place of performance of the contractual obligation. The purpose of the rule is therefore to promote the sound administration of justice by facilitating access to the evidence relevant to the dispute and by ensuring a close connection between the place where the contract is performed and the subject matter of the proceedings.

This distinction also explains the different treatment accorded to professional assignees. In the insurance cases, the Court displayed considerable reluctance to permit the transfer of the protective forum to commercial entities specialising in the recovery of claims. In Case C-393/20, the dispute concerned professional operators that had acquired, by way of assignment, the claims of road traffic accident victims and subsequently sought compensation from insurers. The referring court raised the question whether such assignees could still benefit from the forum actoris reserved to the “injured party”, and the Court answered that question in the negative. It held that the mere acquisition of a claim by assignment is not sufficient to transfer the benefit of a jurisdictional rule established with a view to protecting a particular category of persons³². Consequently, where special jurisdiction pursues the objective of protecting the victim or another party regarded as more vulnerable in the legal relationship, it cannot automatically be extended to commercial entities professionally

³⁹ *Lufthansa v AirHelp*, cited above, para. 37.

⁴⁰ Section 3 – Articles 10 to 16 of the Brussels I bis Regulation.

⁴¹ *T.B. and D. sp. z o.o. v G.I. A/S*, cited above, paras. 32, 33 and 37.

engaged in the business of recovering claims. It may be inferred from the Court's reasoning that such an extension would detach the jurisdictional rule from the very purpose for which it was established and would transform a protective mechanism into a procedural advantage available to specialised commercial operators.

The distinction between these two categories of special jurisdiction becomes even more apparent when one examines the rationale underlying their establishment by the European legislature. In insurance matters, special jurisdiction constitutes an instrument designed to rebalance the legal positions of the parties. Its purpose is to facilitate access to justice for the party regarded as more vulnerable and to prevent that party from being discouraged from bringing proceedings by the costs and practical difficulties associated with cross-border litigation⁴². By contrast, in matters relating to contracts for the provision of services, and particularly contracts for the carriage of passengers by air, special jurisdiction is not intended to confer a procedural advantage upon the claimant. Rather, it serves as a mechanism for the objective localisation of the dispute and for identifying the court that displays the closest connection with the legal relationship submitted for adjudication. For that reason, a change in the identity of the claimant does not affect the rationale underlying the jurisdictional rule.

Accordingly, whereas the assignment of a claim to a professional operator may eliminate the need for the protection that justifies the special forum in insurance matters, the same circumstance does not in any way affect the considerations of proximity and the sound administration of justice underlying the application of Article 7(1)(b) of the Brussels I bis Regulation. It is precisely this difference in purpose that explains the apparent divergence between the solutions adopted by the Court in the two categories of cases and, in reality, demonstrates the coherence of its jurisprudential approach.

The same issue arose in Case C-913/19, in which both the Court of Justice and Advocate General Campos Sánchez-Bordona⁴³ expressly examined the relationship between the professional status of the assignee and access to the special jurisdictional rules governing insurance matters. In that context, it was recalled that, according to the Court's judgment in *Hofsoe*, professional entities specialising in the recovery of claims cannot automatically benefit from the protective fora reserved for vulnerable parties.

By contrast, in *Lufthansa v AirHelp*, the Court rejected any relevance of the assignee's professional status. It held that neither the particular characteristics of the assignment nor the absence of a direct contractual relationship between the assignee and the air carrier has any bearing on jurisdiction based on Article 7(1)(b) of the Brussels I bis Regulation. From this perspective, *Lufthansa v AirHelp* marks a clear conceptual distinction between jurisdictional rules pursuing a protective function and the functional, alternative jurisdiction provided for in Article 7 of the Regulation.

Another aspect of particular relevance to the present analysis concerns the autonomous interpretation of the concepts employed by the Brussels I bis Regulation. In *Lufthansa v AirHelp*, the Court disregarded the particular features of Polish law governing the effects of assignment, according to which an assignment transfers only substantive rights

⁴²According to Recital (18) of the Preamble to the Brussels I bis Regulation “*In relation to insurance, consumer and employment contracts, the weaker party should be protected by rules of jurisdiction more favourable to his interests than the general rules*”.

⁴³ Opinion of Advocate General Campos Sánchez-Bordona, delivered on 14 January 2021 in Case C-913/19, *CNP spółka z ograniczoną odpowiedzialnością v Gefion Insurance A/S*, ECLI:EU:C:2021:19.

and not procedural rights. The Court held that such differences in domestic law cannot affect the autonomous and uniform interpretation of the European Regulation⁴⁴.

The same autonomous interpretative approach was reaffirmed in Case C-913/19. In the Opinion delivered in that case, Advocate General Campos Sánchez-Bordona emphasised that the concepts of “branch”, “agency”, and “other establishment” must be interpreted autonomously, independently of the classifications adopted under national law⁴⁵. He further stressed that the rules of special jurisdiction constitute exceptions to the general rule and must therefore be interpreted strictly.

This parallelism is particularly significant because it demonstrates that the conceptual autonomy of the Brussels I bis Regulation operates irrespective of the substantive field concerned. The consequences of that autonomy, however, vary according to the objective pursued by the jurisdictional rule. In *Lufthansa v AirHelp*, the autonomous interpretation leads to the preservation of the special forum following the assignment of the claim, since the rule is based on considerations of proximity and the sound administration of justice, including easier access to the evidence relevant to the proceedings. By contrast, in insurance matters, autonomous interpretation may justify restricting a professional assignee's access to the protective fora precisely because of their exceptional nature and the purpose for which they were established, namely the protection afforded to parties occupying a particular contractual and procedural position by reason of their vulnerability within the legal relationship.

Another important aspect concerns the relationship between special jurisdiction and the objective of the predictability of the competent court, which constitutes one of the fundamental objectives underpinning both the purpose and the functioning of the Brussels I bis Regulation⁴⁶. In *Lufthansa v AirHelp*, the Court held that the air carrier can reasonably foresee that it may be sued before the courts of either the place of departure or the place of arrival of the aircraft, irrespective of whether the claimant is the passenger or the assignee of the passenger's claim. It may therefore be observed that predictability constituted a central element of the Court's analysis. Having regard to the mechanism of the assignment of claims and to the dispute giving rise to the request for a preliminary ruling, the Court concluded that the application of Article 7(1) in such circumstances does not undermine the predictability of the court for the place of performance. On the contrary, in our view, the judgment in *Lufthansa v AirHelp* demonstrates the preservation of the fora that could already be envisaged by the air carrier at the time the transport service was performed, namely the courts of the defendant's domicile (general jurisdiction) and the courts of the place where the service was provided, as interpreted in *Rehder* (special jurisdiction based on Article 7(1)). Accordingly, an air carrier sued before the courts of the place of performance of the contractual obligation (namely, the place of departure or the place of arrival in the context of air transport) cannot reasonably claim to be taken by surprise by proceedings brought before those courts merely because the claimant is a professional assignee rather than the passenger. Indeed, the competent forum is precisely the one that could readily have been anticipated at the time the contract of carriage was concluded with the passenger. Moreover, the considerations of proximity and the sound administration of justice remain fully applicable where proceedings are brought by the assignee, since the identity of the claimant does not

⁴⁴ *Lufthansa v AirHelp*, cited above, paras. 44–46.

⁴⁵ Opinion of Advocate General Campos Sánchez-Bordona, cited above, paras. 38–40.

⁴⁶ Recital (16) of the Preamble to the Brussels I bis Regulation.

alter the connection between the contract, the place of performance, and the courts of that Member State.

In Case C-913/19, the same logic of predictability was examined in the context of jurisdiction concerning branches and agencies of insurance undertakings. Advocate General Campos Sánchez-Bordona observed that the close connection between the dispute and the court must guarantee legal certainty and prevent defendants from being sued before courts whose jurisdiction they could not reasonably have foreseen. Consequently, in both fields, predictability constitutes a central criterion for the interpretation of the rules of special jurisdiction, notwithstanding the different objectives pursued by those rules⁴⁷.

A comparative analysis of these judgments demonstrates that the assignment of a claim does not, in itself, constitute a relevant criterion for determining international jurisdiction. Its relevance depends upon the objectives pursued by the applicable jurisdictional rule and upon the function that rule performs within the scheme of the Regulation.

Accordingly, the same legal transaction—the assignment of a claim to a third party—may produce different jurisdictional consequences without undermining the coherence of the system. The difference does not arise from the nature of the assignment itself but from the rationale underlying the particular rule of special jurisdiction. Consequently, the analysis must always be conducted in the light of the purpose of the applicable jurisdictional rule and the interests it is intended to protect.

From this perspective, *Lufthansa v AirHelp* provides a compelling illustration of the manner in which the Court employs the purpose of the jurisdictional rule as the decisive criterion for determining the effects of the assignment of claims upon international jurisdiction. The solution adopted is not based upon the specific features of the assignment mechanism but upon the functional nature of the special jurisdiction provided for in Article 7(1)(b) of the Regulation. The judgment thus demonstrates that autonomous⁴⁸ qualification relies precisely on the purpose of the jurisdictional rules under examination and on the objectives pursued by the Brussels I bis Regulation, rather than on external criteria derived from national law.

Finally, these cases permit the formulation of a broader conclusion regarding the effects of the assignment of claims upon European rules of international jurisdiction. The case-law of the Court of Justice suggests the existence of a functional distinction. Where the jurisdictional rule is intended to protect a vulnerable category of persons—as in insurance matters—the assignment of the claim to a professional entity may result in the loss of the special forum because such assignment alters the very purpose for which the rule was established. By contrast, where the jurisdictional rule primarily pursues the objective of objectively localising the dispute and ensuring the sound administration of justice—as in the field of air transport—the assignment of the claim does not affect the special jurisdiction based on the place of performance of the contractual obligation.

CONCLUDING REMARKS

The judgment delivered by the Court of Justice of the European Union in Case C-

⁴⁷ See the Opinion of Advocate General Campos Sánchez-Bordona, cited above, para. 41.

⁴⁸ Ș. A. Stănescu, *Procesul civil internațional*, cited above, p. 25.

551/24, *Lufthansa v AirHelp* constitutes a further step in consolidating the autonomous interpretation of the rules on international jurisdiction in contractual matters laid down in the Brussels I bis Regulation. It also confirms the stability of the criterion of the place of performance of the contractual obligation in contracts for the carriage of passengers by air, namely the jurisdiction of the courts at both the place of departure and the place of arrival of the flight.

Through the solution it adopted, the Court reaffirmed that the determination of the special jurisdiction provided for in Article 7(1)(b), second indent, of the Brussels I bis Regulation depends neither on the identity of the parties nor on subsequent changes affecting the holder of the claim, but rather on the existence of an objective connection between the legal relationship in dispute and the court seised. Accordingly, the assignment of a claim arising from a contract of carriage does not affect jurisdiction based on the place of performance of the contractual obligation, since the subject matter of the dispute continues to consist in the performance of the obligations arising from the original contract.

The comparative analysis undertaken in this study nevertheless demonstrates that the effects of the assignment of claims upon jurisdiction cannot be dissociated from the function of the applicable jurisdictional rule. Whereas, in the field of air transport, special jurisdiction pursues a functional objective centred on proximity, the sound administration of justice, and predictability, in other areas—such as insurance and consumer protection—special jurisdiction serves a protective function. This difference may justify limiting the benefit of the special jurisdictional rule to its primary beneficiaries, namely the weaker parties to the legal relationship.

From this perspective, *Lufthansa v AirHelp* not only confirms the continuity of the Court's case-law concerning the localisation of the place of performance in contracts for the carriage of passengers by air, but also contributes to the development of a broader functional distinction within European international jurisdiction. Whether special jurisdiction is preserved or lost following the assignment of a claim depends neither on the mechanism of assignment itself nor, still less, on the legal effects attributed to that assignment under national law, but rather on the purpose for which the relevant jurisdictional rule was established.

The judgment also confirms the Court of Justice's consistent tendency to favour an autonomous and uniform interpretation of the concepts employed by the Brussels I bis Regulation. In this way, the application of the jurisdictional rules does not depend upon the different solutions adopted by the legal systems of the Member States concerning the effects of the assignment of claims, but upon the objectives and overall structure of the European Regulation itself. This approach contributes to ensuring a high degree of legal certainty within the European judicial area and guarantees the uniform application of the rules of jurisdiction throughout the Member States.

Furthermore, the judgment in *Lufthansa v AirHelp* illustrates the importance of distinguishing between jurisdictional rules based on protective considerations and those founded upon functional criteria for the localisation of disputes. This distinction explains why the effects of the assignment of claims may vary from one field of law to another and provides a useful analytical framework for the future interpretation of other provisions of the Brussels I bis Regulation in comparable situations.

At the same time, the judgment clarifies the relationship between the European rules on jurisdiction and the institutions of national substantive law. The Court reaffirmed that the

legal effects attributed by the laws of the Member States to the assignment of claims cannot alter the autonomous mechanisms for the allocation of jurisdiction established by the Brussels I bis Regulation. This conclusion is essential to ensuring the Regulation's uniform application and to preventing divergent solutions resulting from the specific characteristics of individual national legal systems.

The judgment also highlights the importance of jurisprudential continuity in the field of air transport. The solution adopted in *Lufthansa v AirHelp* represents a natural development of the principles established in *Rehder* and in the Court's subsequent case-law concerning the localisation of the place of performance in contracts of carriage. From this perspective, the judgment confirms the enduring character of the criterion of the place where the service is provided—or, more broadly, the place of performance of the contractual obligation—and its central role within the architecture of the special jurisdictional rules established by the Brussels I bis Regulation.

Finally, the judgment provides a compelling illustration of the manner in which the objectives of proximity, legal certainty, and predictability continue to constitute the fundamental guiding principles for the interpretation of the European rules governing international jurisdiction. The preservation of special jurisdiction following the assignment of a claim therefore appears not as an exception, but as the logical consequence of the purpose pursued by Article 7(1)(b) of the Regulation and of the objective nature of the connecting factor enshrined therein.