

UDC 347.824.2(043.2)

CIVIL DISPUTES REGARDING THE LIABILITY OF THE CARRIER IN AVIATION SPHERE

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Keywords: civil liability, air carriers, aviation disputes, contractual liability, transport contracts.

Relevance of the civil liability of air carriers have their complexity in legal regulation. That is why the civil liability of air carriers is a complex issue due to the multiplicity of sources of regulation, which includes both state regulatory and legal acts and international treaties. The issue of the carrier's responsibility is regulated not only by national legislation but also by international treaties in the field of civil aviation. When resolving aviation disputes, the sources of law at the national level are the Civil Code of Ukraine, the Air Code of Ukraine, the Aviation Rules of Ukraine "The rules of Air Transportation and Service of Passengers and Baggage", others and at international level, Ukraine is guided by Montreal Convention, Warsaw Convention, Prague Protocol, etc.

The research investigates the legal framework governing civil liability of carriers in the aviation sphere, including the international treaties and domestic laws that regulate this area. It examines the different types of liability that carriers may face in the aviation sphere, including contractual liability. Since civil legal relations arise based on a contract, contractual liability is applied directly to the parties, which arises from the moment one of the parties fails to fulfill the obligations of the contract and the consequences of these violations occur.

Following, civil rights between the carrier and the passenger arise based on the contract, which is specified in more detail in Article 98 of the Air Code of Ukraine. The ticket certifies the civil-legal relationship between the subjects. Civil Code of Ukraine regulates the delivery of

luggage, cargo, or passengers to the destination for a fixed fee. The general provisions on the responsibility of the carrier are laid down in Art. 922, 924 of the Civil Code of Ukraine. These norms give us an idea of the regulations that arise in connection with a flight delay, loss of luggage, or presumption of the fault of the carrier, the content of which is defined by the legislator in Art. 614 of the Civil Code of Ukraine [1].

The carrier is responsible for the delay in the delivery of the cargo itself, under the sanction of Art. 921 of the Civil Code, in case of violation of this norm, there is an obligation to compensate the other party for damages caused by violation of the term of transportation, if other forms of liability are not established by the contract According to Art. 922 of the Civil Code, in case of a delay of a flight carrying a passenger or a delay in the arrival of such means, the carrier is obliged to pay a fine to the passenger or to compensate for all material losses caused by these delays. In the event that the carrier proves that these delays occurred as a result of force majeure, elimination of a vehicle malfunction that threatened the life or health of passengers, or other circumstances beyond the control of the carrier, the carrier shall be released from this responsibility. A relatively identical norm is enshrined in Chapter 2 of Chapter XXVI of the Aviation Rules [2].

It should also be noted that the carrier bears all responsibility for the safety of luggage from the moment of its acceptance and delivery at the destination. According to Art. 94 the carrier is responsible for the loss, shortage, spoilage, or damage of baggage accepted for carriage in the amount of the actual damage unless he proves that it was not his fault. According to Aviation Rules, baggage is considered lost if it is not found within 21 calendar days. At the same time, the carrier has the right to declare the baggage lost without waiting for the expiration of the 21 days. According to Art. 22 of the Montreal Convention, the liability of the carrier in the event of destruction, loss, damage, or delay in the transportation of luggage is limited to the amount of approximately UAH 41,000 for each passenger, except cases when the passenger made a special statement of interest in delivery to the carrier at the time of handing over the registered luggage and paid an additional fee.

Speaking about the civil dispute appeal procedure, the passenger or cargo owner is obliged to write a claim regarding improper transportation

and submit it to the air carrier in writing, delivered or sent within the time limits stipulated by the Montreal Convention and the current legislation of Ukraine. All supporting documents must be attached to this claim-improper transportation, including a ticket, fiscal checks, a report on improper transportation of baggage (PIR - Property Irregularity Report), a report on damage to baggage (DBR - Damage Baggage Report), certificates of delays and other documents that can speed up the processing of claims [3, p. 293].

The importance of civil liability of the carrier in aviation sphere are that carriers must fulfill their contractual obligations to passengers and cargo owners, which includes responsibility for delays, safety of luggage, and compensation for damages caused. The carrier must abide by both national and international regulations, including treaties such as the Montreal Convention, to ensure compliance with civil liability requirements that creates complexity regarding following resolving of aviation disputes.

References:

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