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Judgment of the Court in Case C-774/22 | FTI Touristik (International element)

A consumer having booked a trip abroad may sue the organiser before the court of the place of his or her domicile

This is also true where the consumer and the organiser are domiciled in the same Member State

A consumer residing in Nuremberg (Germany) concluded a contract for a trip abroad with the tour operator FTI Touristik, which has its registered seat in Munich (Germany). Considering himself to have been inadequately informed of the entry conditions and necessary visas, the consumer brought an action for damages against FTI Touristik before the Local Court, Nuremberg.

FTI Touristik contends that that court does not have territorial jurisdiction. In particular, the 'Brussels Ia' Regulation on jurisdiction^{1 2} does not apply where the two parties are domiciled in the same Member State.

The Local Court, Nuremberg submitted a question to the Court of Justice on that point.

The Court replies that **the 'Brussels Ia' regulation is applicable even in the case where the consumer and the tour operator are domiciled in the same Member State, whereas the destination of the trip is located abroad.** That international element is sufficient for the regulation to apply.

Nonetheless, **in relation to actions brought by a consumer against his or her contracting partner, that regulation is not limited to determining international jurisdiction.**

It also determines territorial jurisdiction in that it directly confers that jurisdiction on the court for the locality of the consumer's domicile. It thus ensures that the consumer, as the weaker party, can bring an action against the stronger party before an easily accessible court.

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

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The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

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Images of the delivery of the judgment are available on '[Europe by Satellite](#)' ☎ (+32) 2 2964106.

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.

² The general rule of jurisdiction laid down in that regulation attributes jurisdiction to the courts of the Member State in which the defendant is domiciled. However, according to the rule of special jurisdiction for consumer contracts, the consumer may sue his or her contracting partner either before the courts of the Member State in which the latter is domiciled, or before the court of the place where the consumer is himself or herself domiciled.