

Teismų praktika**Bylos aprašymas**

Nacionalinis numeris: 3K-3-358-248/2016

Valstybė narė: Lietuva

Bendrinis pavadinimas: N/A

Sprendimo rūšis: Aukščiausiojo Teismo sprendimas

Sprendimo data: 07/07/2016

Teismas: Lietuvos Aukščiausiasis Teismas

Tema:

Ieškovas: M.B. and T.B.

Atsakovas: UAB "Baltic Clipper"

Raktažodžiai: B2C, consumer, information obligation, information requirements, sales contract

Direktivos straipsniai

Consumer Rights Directive, [Chapter 1, Article 2, \(1\)](#) Consumer Rights Directive, [Chapter 1, Article 2, \(5\)](#) Consumer Rights Directive, [Chapter 2, Article 5](#)

Įžanginė pastaba

(1) The agreement concluded between the trader and the consumer for sale-purchase of flight tickets shall be considered as a consumer agreement.

(2) The trader of flight tickets has a duty not only to inform consumers about visas which are needed to be obtained before travelling, but also to provide this information adequately and sufficiently.

Faktai

Plaintiffs bought flight tickets to Vilnius-Ust Kamenogorsk-Minsk-Moscow on the Defendant's website www.avia.lt and paid 1164,85 euros. In Vilnius Airport Plaintiffs were registered as passengers and their luggage was marked with a sign "Transit".

In Minsk Airport they were instructed that due to new regulations between Russian Federation and the Republic of Belarus, the Russian Federation visa to fly from Minsk to Moscow had to be obtained beforehand and therefore they were not able to fly to Moscow.

Plaintiffs claimed that the Defendant had not informed them about the Russian Federation visas which they had to obtain before flying to Minsk Airport and therefore the Defendant violated its obligation to inform consumers about necessary travel documents.

Teisės klausimas

(1) Shall the agreement between the trader and the consumer for sale-purchase of flight tickets be considered as a consumer service agreement?

(2) Does the trader selling flight tickets, have a duty to inform consumers about visas needed to be obtained before travelling?

Sprendimas

The court concluded that under the practice of the Supreme Court of Lithuania agreements relating to acquisition of flight tickets are qualified as paid services agreements, as of Article 2 point 6 of Directive 2011/83 (implemented into Lithuanian law by Article 6.228(1) para 1, Civil Code) the paid services agreement is defined, thus the Defendant and the Plaintiffs concluded the consumer services agreement under which flight tickets were acquired and regulations on consumer contracts were applicable in this case.

The court also concluded that since the courts of the first and appeal instances had not applied rules regulating consumer agreements, important factual circumstances of the case relating to the scope of the Defendant's duty to provide consumers with the information about travel documents, needed to be in possession of while travelling, were not properly considered.

URL: <http://eteismai.lt/byla/35597146684552/3K-3-358-248/2016?word=antanas%20simni%C5%A1kis>

Visas tekstas: [Visas tekstas](#)

Susijusios bylos

Rezultatų nėra

Teisinė literatūra

Rezultatų nėra

Rezultatas

The case was transferred back to the appeal court in order to analyse and consider if the information regarding the travel documents, needed to be in possession of while travelling, was properly provided to the consumers.