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IATA RIM Legal Panel – Case Law Update

4 March 2026

Charles Röbin, Partner



Recent Case Law – Developments (1)

Wealmoor Ltd v KLM Royal Dutch Airlines [2025] EWHC

Facts

- Consignment: 500 boxes of asparagus harvested in Ica, Peru, wrapped in mesh known as malla raschel
- Carrier service booked: “temperature controlled” perishable goods service guaranteeing carriage between 2°C and 8°C with the exception of exposure to ambient temperatures during “warehouse and ramp handling”
- Routing: Lima -> Quito -> Miami -> Amsterdam and subsequent trucking to London Heathrow
- Exposure to unavoidable high temperatures for approximately 7 hours
- State of decomposition on arrival in London, having been accepted by carrier’s agents in Lima without comment as to its condition



Recent Case Law – Developments (1)

Wealmoor Ltd v KLM Royal Dutch Airlines
[2025] EWHC

Applicable law

“Carrier is liable for damage sustained in the event of the destruction, loss, or damage to, cargo upon condition that the event which caused the damage took place during the carriage by air.”

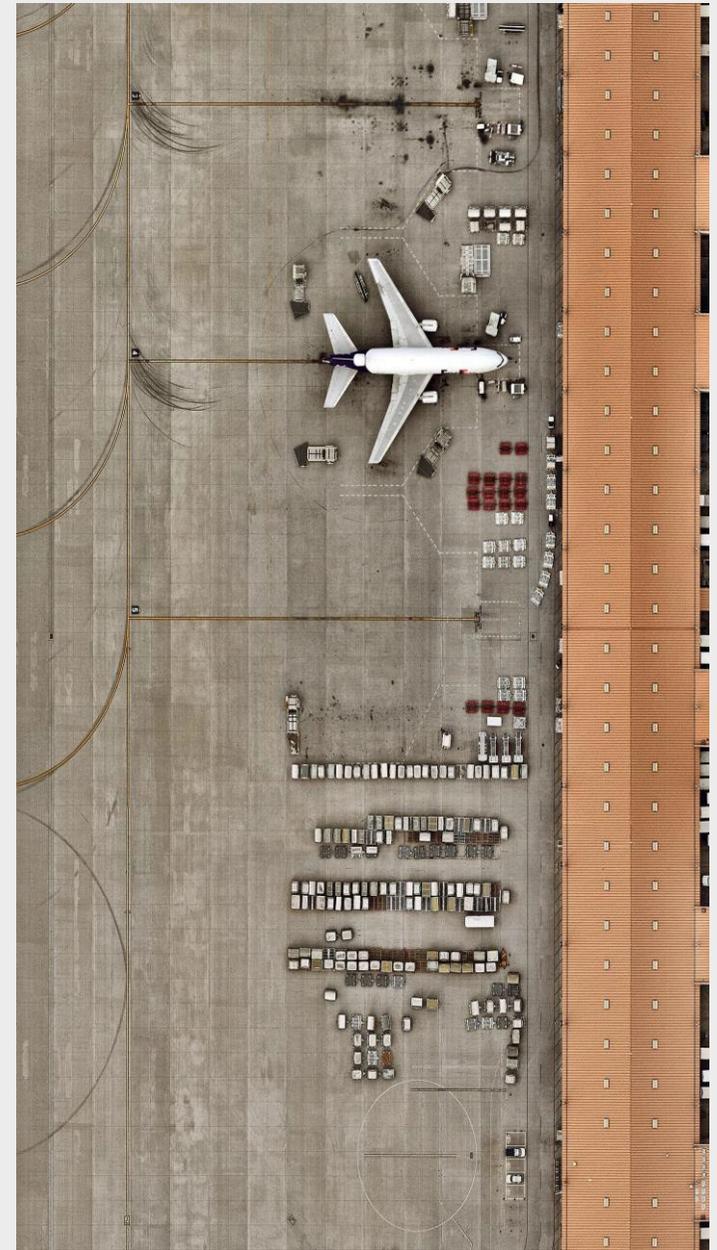
Article 18(1) MC99

“Carrier is not liable if...it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:

- (a) inherent defect, quality or vice of that cargo;
- (b) defective packing of that cargo performed by a person other than the carrier or its servants or agents;...”

Article 18(2) MC99

Meaning of “event” under Article 18(1) only considered by Court once previously in *Winchester Fruit Ltd v American Airlines Inc* [2002]



Recent Case Law – Developments (1)

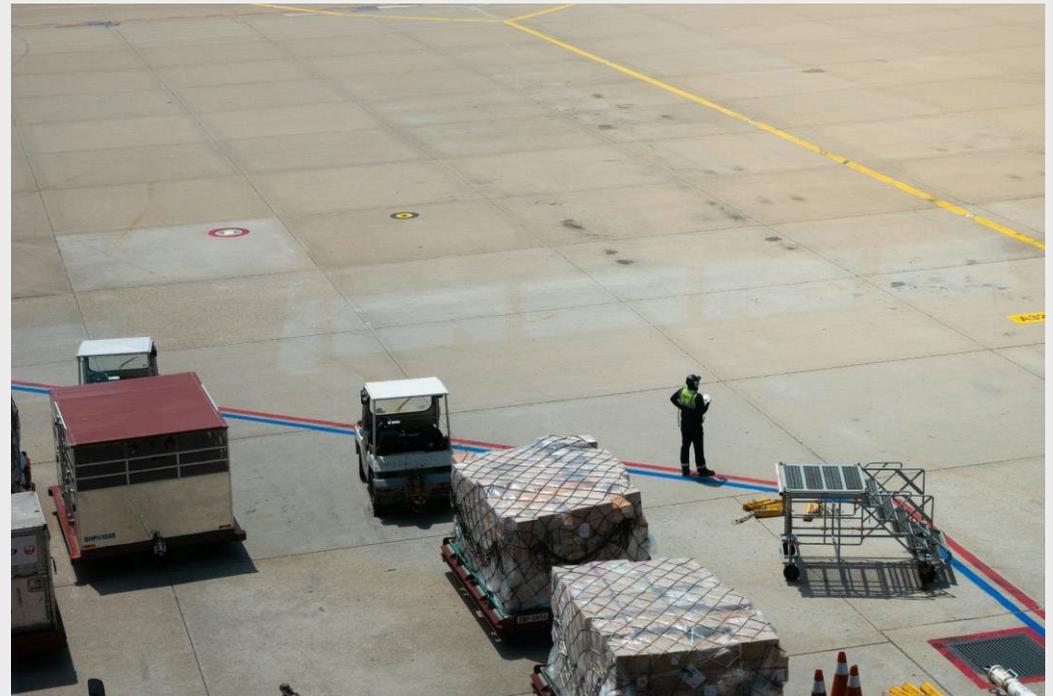
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Claim

- Claimant alleged liability under Article 18(1) of the Convention for lost sales on rotten asparagus on basis that the consignment had sustained damage from exposure to high ambient temperatures during the “carriage by air”.

Defence

- Carrier defended the claim on the basis that:
 - (1) exposure to high ambient temperatures was not in itself an “event” for the purpose of Article 18(1); and
 - (2) Article 18(2) defences of inherent vice and defective packing should apply to exonerate the carrier of liability



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Judgment

- Court disagreed with *Winchester Fruit v American Airlines*
- Meaning of Event assessment - broad
- Breach of Contract held
- Defences Rejected
- Inherent vice - goods were properly packed and accepted at origin without comment on condition
- Defective Packing - malla raschel is commonly utilised product

Conclusion

- Court held that periods of time outside of temperature range caused the damage on balance of probabilities and amounted to multiple events under Article 18(1)



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Takeaways

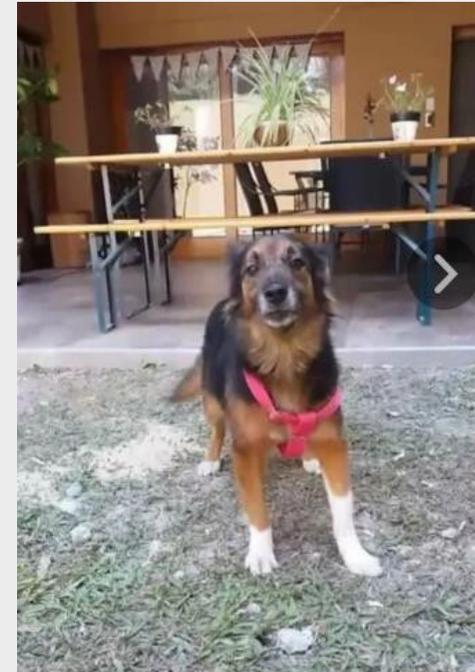
- **Problem 1:** Court will interpret contractual ambiguity or silence in favour of the claimant if damage occurs during carriage by air
- **Solution:** Contractual Wording must be clear and comprehensive to prevent “no-fault” liability
- **Problem 2:** Defence of Inherent Vice is difficult to argue where the carrier accepts goods without objection at origin and later delivers them in a defective state
- **Problem 3:** Defence of Defective Packing equally difficult as consignees have often removed packaging before carrier can conduct its own survey on damaged goods
- **Solution:** Carriers and Ground handlers should, where possible, accurately check and record the condition of goods and packaging on receipt at origin.



Recent Case Law – Developments (2)

Felícisma v Iberia [2025] Case C-218/24 CJEU
“Mona”

- **Commercial Court No. 04 Madrid – 846/2021**
 - 22 October 2019
 - Buenos Aires / Madrid / Barcelona
 - Checked Baggage – no special declaration
- **Claim**
 - EUR5,000 for non-pecuniary damages
 - Regulation No 2027/97
 - Ratification of MC99 into Spanish law
 - Passenger compensation applicability – Article 21
 - Contrary to objectives of EC law
- **Defence**
 - Applicability of MC99 – Article 29
 - Checked baggage Article 22(2) limits of liability
 - No evidence of intent or recklessness with knowledge – Article 22(4)



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Recent Case Law – Developments (2)

Felícisma v Iberia [2025] Case C-218/24 CJEU “Mona”

- **Questions Referred**

- Is checked baggage interpreted as excluding pets and companion animals?
- Does the compensation limit for checked baggage apply to pets/companion animals?

- **Decision**

- MC99 objective - Unification
- Baggage refers to any object that a person takes on a journey
- MC99 mentions 3 categories: passengers, goods, baggage
- Passenger synonymous with “person”
- Pets must fall within baggage and therefore limits apply
- Cargo not discussed



Thank you. Any questions?

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