



Consumer Claims Tribunal

Emrah Ozgun

Vs

Turkish Airlines Inc (Malta Sales Office, Malta) (OC 704)

CCT 94/26/MM

Preliminary Judgment

Today, 5th August 2026

The Tribunal

Having seen the Notice of Claim whereby the claimant seeks the aggregate sum of one thousand five hundred and ten euro and fifty-three cents (€1,510.53), consisting principally of the cost of a replacement return ticket, the alleged value of the unused return portion of the original ticket, and a further claim connected with an onboard meal or service which was allegedly not provided;

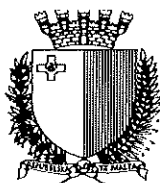
Having seen the respondent's reply and, in particular, the first and second preliminary pleas by which Turkish Airlines Inc. contends that it is not the proper defendant because the Malta-Istanbul sector was operated by KM Malta Airlines;

Having seen the record of the sitting held on 7 July 2026, during which the claimant gave evidence on oath and the respondent declared that it had no evidence to produce specifically on its preliminary pleas;

Having considered the submissions of the parties limited to the preliminary pleas;

Considers

The claimant purchased directly from Turkish Airlines a return itinerary from Malta to Antalya via Istanbul. The outward journey comprised flight TK9004 from Malta to Istanbul,



operated by KM Malta Airlines under a code-share arrangement, followed by flight TK2436 from Istanbul to Antalya. The return journey comprised flights TK2415 from Antalya to Istanbul and TK1371 from Istanbul to Malta. The four sectors were issued under one reservation and on one Turkish Airlines ticket.

The Malta–Istanbul sector was delayed to such an extent that the claimant missed the onward connection to Antalya. According to the claimant, KM Malta Airlines subsequently arranged alternative carriage from Istanbul to Antalya and separately compensated him for the delay. He expressly clarified in his sworn evidence that he is not seeking from Turkish Airlines a second award of the standard compensation already received in consequence of the delayed first sector.

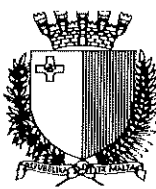
The dispute which remains arose later. The claimant alleges that Turkish Airlines treated the missed Istanbul–Antalya coupon as a “no-show” and, by applying the sequential-use provisions contained in its Conditions of Carriage, cancelled or invalidated the remaining return coupons. The claimant maintains that he did not voluntarily abandon the Istanbul–Antalya sector: he was unable to use it solely because the preceding Malta–Istanbul flight arrived too late. He further alleges that Turkish Airlines did not reinstate the return booking and that he was consequently compelled to purchase a replacement ticket for the journey from Antalya to Malta.

The preliminary question is therefore not whether KM Malta Airlines was responsible for the operational delay of flight TK9004. That fact is not disputed for the purpose of the pleas. The question is whether Turkish Airlines may nevertheless be called upon to answer the claimant’s complaints concerning the subsequent cancellation or invalidation of the return coupons and, separately, the alleged absence of a meal or onboard service on the Malta–Istanbul sector.

Considers

By its first preliminary plea the respondent submits that, since KM Malta Airlines was the operating air carrier of the delayed Malta–Istanbul flight, any claim arising from that disruption must be directed exclusively against KM Malta Airlines under Regulation (EC) No 261/2004. It therefore contends that Turkish Airlines is not the proper defendant in respect of the cost of the replacement return ticket and the value of the unused return portion of the original ticket.

By its second preliminary plea the respondent raises the same objection in relation to any allegation of any deficiencies in connection with the flight and the services provided thereon.



Considers

In terms of Maltese law, a contract lawfully entered into has the force of law between the contracting parties and must be performed in good faith. The Tribunal is also required by the Consumer Affairs Act, Chapter 378 of the Laws of Malta, to determine the dispute according to its substantial merits and the justice of the case. These principles require the Tribunal to distinguish between an operational failure attributable to the carrier which performed a flight and a distinct ticketing or reservation decision allegedly taken by the carrier which issued and administered the contract of carriage.

Considers

The Tribunal finds that the first preliminary plea is based upon an incorrect characterisation of the claimant's case. The claimant is not seeking from Turkish Airlines the standard compensation payable under Regulation No 261/2004 for the delay of flight TK9004. He accepts that KM Malta Airlines dealt with that aspect. Nor does he seek the cost of the alternative Istanbul–Antalya carriage which, according to him, KM Malta Airlines provided. The complaint directed against Turkish Airlines is that, after the operational disruption had occurred, Turkish Airlines itself treated the missed coupon as unused in the contractual sense and cancelled the later return coupons. The loss claimed is said to consist of the value of the return transportation which Turkish Airlines had undertaken to provide and the additional expenditure allegedly incurred when Turkish Airlines would not reinstate that transportation.

The documents presently before the Tribunal establish, for the limited purpose of the preliminary plea, that Turkish Airlines sold and issued the ticket; that the four sectors formed part of one reservation; that the return coupons were issued under Turkish Airlines' ticket stock; that Turkish Airlines was due to operate the return sectors; and that the respondent relies upon its own Conditions of Carriage, including the provisions concerning the use of coupons in sequence and the cancellation of subsequent reservations following a no-show.

That reliance is itself significant. The respondent cannot, on the one hand, invoke contractual provisions which it says authorised the cancellation of the remaining coupons and, on the other hand, maintain that it has no juridical connection with the act complained of. Whether those provisions were validly applied where the non-use of the preceding coupon was involuntary is a matter for the merits. It is not a basis for declaring that Turkish Airlines is the wrong party to answer the claim.



The Court of Justice has also repeatedly treated connecting flights issued as a single reservation as one unit for the purpose of protecting passengers under Regulation No 261/2004. In **SP v KLM Royal Dutch Airlines**, Case C-367/20, order of 12 November 2020, ECLI:EU:C:2020:909, the Court confirmed that liability under the Regulation may, in defined circumstances, be asserted against a carrier which participated in the performance of a connecting itinerary even where the cause of the delay arose on another code-share sector. That authority does not decide the present contractual dispute; it nevertheless confirms that the respondent's proposed rule of automatic and exclusive liability of the carrier operating the disrupted segment is too broad.

At this stage the Tribunal makes no finding as to whether the cancellation actually occurred in the manner alleged; whether the claimant or KM Malta Airlines informed Turkish Airlines of the involuntary missed connection; whether the sequential-coupon clause was transparent, applicable and fairly exercised; whether the claimant was offered reinstatement, refund or alternative transportation; whether a Business Class replacement ticket was reasonably necessary; whether the claimant mitigated his loss; or whether the quantum claimed has been proved. All such questions remain fully open for evidence and final determination.

The only conclusion required at this stage is that Turkish Airlines is a proper defendant to a claim founded upon its alleged cancellation or non-reinstatement of the return coupons issued under its own contract of carriage. The first preliminary plea must therefore be rejected.

The third point of the claimant's demand is materially different. It concerns the physical provision of a meal or onboard service during the Malta–Istanbul sector. That flight was operated by KM Malta Airlines. The alleged omission therefore occurred, if at all, during the operational performance of the sector by that carrier.

The evidence produced for the purpose of the preliminary pleas does not identify any separate undertaking by Turkish Airlines that it would itself provide or guarantee that particular onboard service irrespective of the operating carrier's applicable service conditions. Nor has the claimant identified any act or omission by Turkish Airlines, distinct from the conduct of KM Malta Airlines' crew or operational personnel, which caused the alleged absence of the meal.

The fact that Turkish Airlines marketed or issued the overall itinerary is sufficient to connect it to the administration of the ticket and the return coupons. The legal analysis must remain linked to the obligation allegedly breached and to the person to whom performance of that obligation was entrusted.



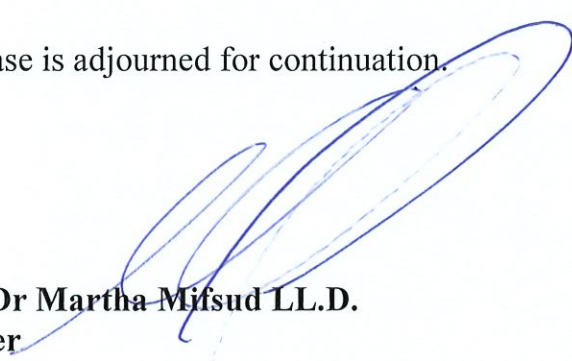
Accordingly, the second preliminary plea is well founded, but only in relation to the specific point concerning the alleged absence of the meal or onboard service on flight TK9004. The Tribunal's conclusion does not determine any possible claim the claimant may have against KM Malta Airlines, which is not a party to these proceedings.

Decide

For these reasons, the Tribunal hereby:

1. rejects the first preliminary plea and declares that Turkish Airlines Inc. is a proper defendant to those heads of claim in its capacity as ticket issuer, contracting carrier and the carrier responsible for the administration of the remaining return coupons, without prejudice to every defence available to it on the merits;
2. upholds the second preliminary plea solely in relation to the complaint concerning the alleged absence of a meal or onboard service on the Malta–Istanbul sector operated by KM Malta Airlines, and consequently dismisses that claim against Turkish Airlines Inc.;
3. orders that the proceedings continue for the production of evidence and final determination of the remaining claims;
4. reserves the determination of costs for the final judgment.

The case is adjourned for continuation.



Avv. Dr Martha Mifsud LL.D.
Arbiter