



**COUNTRY  
COMPARATIVE  
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# **The Legal 500 Country Comparative Guides**

## **Romania**

# **AVIATION FINANCE & LEASING**

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This country-specific Q&A provides an overview of aviation finance & leasing laws and regulations applicable in Romania.

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## ROMANIA

# AVIATION FINANCE & LEASING



### 1. What international aviation conventions has your jurisdiction signed and/or ratified?

Romania has signed and ratified

- a. The Chicago Convention of 1944 on International Civil Aviation (the Chicago Convention);
- b. The 1933 Convention for the Unification of Certain Rules Relating to the Precautionary Arrest of Aircraft (the 1933 Rome Convention);
- c. The 1958 Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the New York Convention);
- d. The Convention on International Interests in Mobile Equipment and The Protocol to the Convention on Matters Specific to Aircraft Equipment (the Cape Town Convention)
- e. The 1948 Convention on International Recognition of Rights in Aircraft (the Geneva Convention)
- f. The Warsaw Convention of 1929 for the unification of certain rules relating to international carriage by air;
- g. The Hague Protocol to amend the Warsaw Convention of 1963;
- h. The Montreal Convention of 1999. for the unification of certain rules for international carriage by air.

### 2. If your jurisdiction has signed and ratified the Cape Town Convention: a. Which qualifying declarations (opt-in and opt-out) has your jurisdiction made under the Cape Town Convention? b. Does the Cape Town Convention take priority over conflicting national law?

a. Which qualifying declarations (opt-in and opt-out) has your jurisdiction made under the Cape Town Convention: On 1 July 2018, the Convention on International Interests

in Mobile Equipment and the Protocol to the Convention on International Interests in Mobile Equipment on Specific Aspects of Aircraft Equipment, adopted in Cape Town on 16 November 2001, ratified by Law No 252/2017, published in the Official Gazette of Romania, Part I, No 1013 of 21 December 2017, entered into force in Romania.

Romania made declarations under Articles 39(1) and 54(2) of the Convention, and under Article XXX(1) of the Aircraft Protocol.

Law No 252/2017

Art. 3 Depositing its instrument of accession to the Convention referred to in Article 1, Romania makes the following declarations:

- a. in accordance with Article 39(2)(a) of the Treaty of Amsterdam (1)(b) of the Convention, Romania declares that nothing in this Convention shall affect the right of Romania, a body of the Romanian State, an intergovernmental organization or other private provider of public services in Romania, to seize or detain property, in accordance with the laws of the Romanian State, for the payment of sums due to that body, organization or provider, directly related to the services in question, in respect of that property or other property;
- b. in accordance with Art. 54 para. (2) of the Convention, Romania declares that the remedies available to the creditor under this Convention, the exercise of which is not expressly made conditional by this Convention upon the institution of proceedings before a court, may be exercised only with the permission of the competent court of the Romanian State.

Art. 4 Depositing its instrument of accession to the Protocol referred to in Article 2, Romania makes the following declaration: In accordance with Article XXX para. (1) of the Protocol to the Convention on

International Interests in Mobile Equipment on matters specific to aircraft equipment, Romania declares that it will apply Article VIII of this Protocol.”

b. Does the Cape Town Convention take priority over conflicting national law? Romania acceded to the Cape Town Convention on 16 November 2001 by Law No 252/2017. As regards the priority of the Convention over national law, Article 2557 para. (3) of the Romanian Civil Code settles this issue in the sense that the provisions of the Romanian Civil Code are applicable to the extent that international conventions to which Romania is a party, European Union law or provisions of special laws do not establish another regulation. Ratified international instruments constitute therefore local law on par with other legal enactments and the principle that a specific norm will derogate from the more general one, will normally apply.

**3. Will a court uphold the choice of a foreign governing law in respect of the following contracts and if so, please also state any conditions or formality requirements to this recognition a. Lease and b. Security document (for example, mortgage)?**

a. Lease Under Romanian law, parties involved in a contract have the freedom to exercise their autonomy and choose which law will govern their agreement. This means that they are not bound to solely adhere to Romanian law for their contractual obligations. If the parties decide to opt for a foreign governing law, the Romanian Courts will honor and enforce their choice, provided that certain conditions are met. This freedom to select a foreign governing law also extends to aircraft leasing contracts.

Note however that the choice of a foreign governing law in any contract (or any party agreement), including aircraft leasing contracts, must comply with the principles of Romanian public order. Additionally, the chosen contractual terms and conditions must align with the regulations and provisions related to public safety. Furthermore, a party agreement will remain subject to mandatory provisions established by the Romanian legal system.

b. Security document (for example, mortgage) In Romania the choice of a foreign governing law in relation to aircraft mortgages will be acknowledged and respected by the courts. Accordingly, the selected law will be applied unless it contradicts fundamental principles such as public order principles, principles established by the Romanian Constitution, and other

pertinent regulations. The Romanian Courts will uphold the chosen law's validity in any agreement, legal proceedings, or actions concerning aircraft mortgages. However, note that the rules governing enforcement and available remedies remains the Romanian law and therefore caution should be exercised in relying on the party agreement in that regard.

**4. Please confirm whether it is (i) customary and (ii) necessary to also take a local law mortgage and if so, why?**

It is not necessary nor customary to take additional local law mortgages over aircraft to ensure their effectiveness. However, local rules on enforcement and the remedies available locally should be taken into account in drafting aircraft securities.

**5. Are foreign judgments recognized and enforceable by courts of your jurisdiction and if so, please also state any conditions or formality requirements to this recognition (for example, do you require a local court order confirming such recognition)?**

The procedure for recognition of foreign judgments is governed by the provisions of Article 1095 et seq. of Romanian Code of Civil Procedure. Recognition is necessary prior to the enforcement of a foreign judgment in Romania unless any special regime applies, such as EU law on judicial cooperation and enforcement of actions, bilateral agreements, or, in the case of arbitration awards, the New York Convention 1958.

According to the provisions of Article 1095 of the Code of Civil Procedure, “foreign judgments shall be recognized as of right in Romania if they relate to the personal status of citizens of the State where they were pronounced or if, having been pronounced in a third State, they were first recognized in the State of nationality of each party or, in the absence of recognition, they were pronounced on the basis of the law determined as applicable under Romanian private international law, are not contrary to the public policy of Romanian private international law and the right of defense has been respected”.

According with article 1096 of Romanian Code of Civil Procedure, in order for a foreign judgment to be recognized on the territory of Romania, the following conditions must be cumulatively met:

- a. the judgment must be final according to the

- law of the State where it was pronounced;
- b. the court which rendered it must have had, according to the law of the State of the court's seat, jurisdiction to hear the case without being based exclusively on the presence of the defendant or of some of his assets not directly connected with the dispute in the State of the court's seat;
- c. there must be reciprocity as regards the effects of foreign judgments between Romania and the State of the court which delivered the judgment;
- d. where the losing party has failed to attend the judgment, it must be proved before the court to which recognition is sought that both the summons for the hearing on the merits and the document instituting the proceedings were served on the party in due time and that the party was given an opportunity to defend himself and to appeal against the judgment.

Article 1100 of Romanian Code of Civil Procedure stipulates that the application for recognition of the judgment shall be accompanied by the following documents:

- a copy of the foreign judgment;
- proof of finality;
- a copy of the proof of service of the summons and of the writ of summons on the party who was in default in the foreign court, or any other official document proving that the summons and writ of summons were known in due time to the party against whom the judgment was given;
- any other document proving, in addition, that the foreign judgment fulfils the conditions provided for by Article 1096 of the Civil Procedure Code, namely that the court which delivered the judgment has jurisdiction and that there is reciprocity/similar treatment regarding the effects of judgments between Romania and the State where the judgment to be recognized was delivered;

All documents attached to the application must be accompanied by certified translations and be subject to the super-legalization procedure. If the parties agree to submit certified copies of the documents for authentication, super-legalization is not required.

## **6. Is your aircraft registry an owner-register (registering ownership interests) or an operator-register (registering**

**interests as operator)? Please also state any conditions, procedural steps or formality requirements for such registration and explain how this is evidenced (for example, the issuance of a Certificate of Registration)**

In Romania there are two aircraft specific registers.

A. Unique Civil Aircraft Register (RUIAC), which includes information about the aircraft as well as the owner, insurance policy, Certificate of airworthiness etc.

Registration can be sought by both "owners" as well as "holders" of aircraft. The latter includes persons holding custody and right of use of the aircraft, which can include operators which meet these criteria (e.g. lessee-operators).

B. A unique register of Romanian air operators which includes the name of the organization and the contact information.

The public authority that manages these registers is the Romanian Civil Aviation Authority.

## **7. Is there a security document register in your jurisdiction where a mortgagee's interests will be recorded? If so, please also state any conditions, procedural steps or formality requirements for such registration and explain how this is evidenced (for example, the issuance of a certificate or official stamp on the security document)**

A mortgagee's interest can be registered for publicity and perfection in three separate registers used in Romania for aircraft:

- a. The register of charges maintained by the Romanian CAA alongside the aircraft register (the „CAA Register”);
- b. The National Register for the Advertising of Movable Property (in Romanian Registrul Național de Publicitate Imobiliară – RNPM); and
- c. The International Registry established under the Cape Town Convention.

Recordings in the CAA Register can be obtained on request by either mortgagor or mortgagee for a fee, and showing the original documents constituting the charge. The CAA register can be consulted on request lodged

with the CAA for a fee.

RNPM Registration may be done by an authorised operator of that register, for a fee. For this purpose, the form issued by the registrar must be completed and accompanied by the mortgage agreement and the proof of payment of the fee. The evidence of registration does not bear any specific official mark. However, the RNPM register is openly accessible on the internet for verification of registration status at any time.

International interests should also be recorded in the usual manner in the International Registry established under the Cape Town Convention.

**8. What is the effect of registration of: a. Ownership interest (for example, proof of title to third parties of ownership) b. Lease (for example, perfects the status of the Lessor under the Lease) c. Security document (for example, secures priority over later registered security). If there are any interests that could rank prior to the security document please state these**

a. Ownership interest (for example, proof of title to third parties of ownership) The registration in the Unique Civil Aircraft Register may be used as one evidence of ownership. However, it is customary in due diligence and in line with market practice that the chain of title is investigated in full by reference to contiguous and continuous bills of sale or other transfer instruments from the time of manufacturing to present.

b. Lease (for example, perfects the status of the Lessor under the Lease) There is no specific formality for the valid creation of a lease in Romanian law.

As a form of publicity, registration of a lease may act to put third parties on notice of the lessor's rights, therefore can be raised in response to a good faith purchaser's defence under the Romanian Civil Code where the asset is transferred by the lessee to a third party for value.

A lease made in writing and registered with the Romanian tax authority (or which is done in notarial form) may also gain enforceable title with respect to the payment of the rent on the agreed due dates.

Romania is also a signatory of the Cape Town Convention. As such, registration of a lease as an international interest with the International Registry may protect the lessor against unauthorized disposals of the leased asset by a Romanian lessee.

c. Security document (for example, secures priority over later registered security). If there are any interests that could rank prior to the security document please state these A registered security document has priority over an unregistered security document. Furthermore, the order of registration of mortgages on goods (including aircraft) governs the rank of the mortgages unless varied by agreement.

**9. What types of lease are recognized in your jurisdiction (for example, translation, notarization, apostille, legalization etc.)?**

There is no specific formality other than the party agreement for the formation of a valid lease in Romanian law. However, evidentiary challenges should be taken into account in trying to enforce a foreign law lease which is not evidenced in writing before Romanian courts.

**10. What formalities are required to perfect Lessor's rights under a lease in your jurisdiction?**

There are no special formalities required regarding the perfection of the Lessor's rights. However, to ensure enforceable title without the need for a prior court judgment.

**11. Are the ownership rights relating to engines recognized as separate and distinct from the ownership of the rest of the aircraft in your jurisdiction? Please highlight any separate registration, filing or additional formalities that are required to be completed to perfect Lessor's interest in the engines**

Romanian law will treat airplane engines as assets capable of separate ownership from the airframe, in accordance with the Cape Town Convention. There is no special register dedicated to aircraft engines maintained by the CAA in Romania. Therefore, for the purposes of publicity, registration of interests in engines with RNPM (with respect to security rights) and with the International Registry (with respect to international interests more generally) are the only forms of publicity available.

**12. What form does security over aircraft**

### generally take in your jurisdiction?

In Romania usually the form that a security on an aircraft registered in Romania takes is a mortgage over movable goods, or, in Romanian, "*ipoteca mobiliara*".

### 13. Are there any particular terms or characteristics that such a security document must take (for instance, a cap on the secured liabilities)?

According to the provisions of the Romanian legislation of article 2372 of the Romanian Civil Code:

1. Mortgage agreements are not valid unless the amount for which they are granted can reasonably be determined under the mortgage deed.
2. The mortgage contract must identify the grantor and the mortgagee, show the cause of the secured obligation and give a sufficiently precise description of the mortgaged property.
3. The stipulation that the mortgage relates to all the debtor's assets or to all his present and future assets does not constitute a sufficiently precise description for the purposes of paragraph 1. (2).

### 14. Are there any perfection requirements for such security document? If so, please state any conditions, procedural steps, formality requirements or documentation (for example, corporates, list of directors etc.) required to effect this

A movable mortgage can be done by private writing which does not require notarisation to be valid. Whether a person has sufficient authority or capacity to create a mortgage depends on that parties nature and the applicable to its person. A corporation would normally require authority granted under its constitutional documents sufficient to "dispose" of the asset in order validly effect a mortgage over the asset, although third parties may still rely on the apparent authority of company directors which are on record without limitation as to their mandate. Disposal of more than half of the assets of a Romanian public liability company normally requires shareholders approval.

Perfection is achieved by registration. Given the multiple registration possibilities, it is unclear whether one or all of the registration possibilities will be sufficient for the purposes of perfection.

### 15. Summarize any captive insurance regime in your jurisdiction as applicable to aviation.

Romania is a member state of the European Union which means it is subject to the insurance provisions of Regulation No. 785/2004 on insurance requirements for air carriers and aircraft operators. Air carriers and aircraft operators must be insured, particularly in respect of passengers, baggage, cargo and third parties, and risks associated with aviation-specific liability (including acts of war, terrorism, hijacking, acts of sabotage, unlawful seizure of aircraft and civil commotion). Air carriers and aircraft operators registered in Romania must submit to the Romanian Civil Aeronautical Authority copies of their respective insurance policies.

### 16. Are cut-through clauses under the insurance and reinsurance documentation legally effective in your jurisdiction?

According to the Romanian legal provisions, namely Article 2240 paragraph 3 of the Romanian Civil Code: reinsurance does not extinguish the insurer's obligations and does not establish any legal relationship between the insured and the reinsurer. Nevertheless, there is nothing preventing such provision taking effect by express agreement in the reinsurance contract and naming the insurance beneficiaries as additionally insured or beneficiaries under the reinsurance contract in the event of the cedent's insolvency.

### 17. Are there minimum requirements for the amount of third-party liability cover that must be in place in your jurisdiction?

In Romania liability insurance of air carriers and aircraft operators is regulated by Regulation No. 785/2004, as amended, on insurance requirements for air carriers and aircraft operators.

Article 6 of the Regulation provides that:

1. in respect of passengers, the minimum insurance cover shall be 250,000 SDRs per passenger. However, in respect of non-commercial operations by aircraft with a MTOM of 2,700 kg or less, Member States may set a lower level of minimum insurance cover, provided that such cover is at least 100,000 SDRs per passenger;
2. for liability in respect of baggage, the minimum insurance cover shall be 1,131 SDRs per passenger in commercial operations;



3. for liability in respect of cargo, the minimum insurance cover shall be 19 SDRs per kilogram in commercial operations.

Article 7 sets out that the minimum insurance cover per accident, for each and every aircraft, shall be:

1	< 500	0,75
2	< 1000	1,5
3	< 2700	3
4	< 6000	7
5	< 12000	18
6	< 25000	80
7	< 50000	150
8	< 200000	300
9	< 500000	500
10	≥ 500000	700

**18. Can a mortgagee (or equivalent security interest holder) or lessor following an event of default under a mortgage (or equivalent security document) or lease, respectively, take possession of the aircraft without judicial intervention in your jurisdiction? Please also state any conditions, procedural steps, formality requirements or documentation (for example, original, legalized, translated Lease/Mortgage, corporates etc.) required to effect this**

Unless made in notarial ("authentic") form before a Romanian notary, enforcement of a mortgage remedies requires a specific court action showing breach by mortgagor of its obligations, or such the event of default which entitles enforcement of the mortgage.

If in notarial form, a mortgage can be made to be a enforcement title in itself ("titlu executoriu", in Romanian), case in which enforcement can be sought directly with enforcement agents who seek summary permission of the court for specific enforcement measures. Nevertheless, one must note that repossession entitlements are often disputed and as such enforcement by bailiff without a court confirmation of the entitlement might not be possible.

All documents lodged with a Romanian courts (including mortgage agreements and lease contracts) must be translated by an authorized translator if they are concluded in other languages and, if applicable, showing the Hague Convention apostille.

**19. How can a mortgagee (or equivalent security interest holder), lessor under a lease or designee/beneficiary of an IDERA deregister the aircraft? Please also state any conditions, procedural steps, formality requirements or documentation (for example, original, legalized, translated Lease/Mortgage/IDERA etc.) required to effect this**

The owner or "holder" of the aircraft can request the deregistration of the aircraft from the CAA register. While the mortgagee cannot request the deregistration on its own, deregistration of an aircraft affected by a registered charge will require the written consent of the charge holder.

**20. Can the government or the lessee lawfully prevent the repossession or deregistration and if so, in what circumstances**

Even if the Romanian Civil Code provides for the possibility of taking possession of the asset by the creditor's own means, this taking is limited by the obligation to respect public order and the impossibility of coercion. Moreover, any stipulation limiting the aforementioned provision is considered unwritten, according to Art. 2440 para. (2) of the Romanian Civil Code.

Also, the mortgagee may request the sale of the mortgaged property, even if it is in the possession of the debtor (according to Article 2447 para. (1) of the Romanian Civil Code), by communicating a notice of sale and register a notice of execution in the archive, to which the interested or injured parties (including the tenant) may file an opposition to the execution, which suspends the sale procedure until the final resolution of the case by the competent court.

A lessee can object to any enforcement measure by claiming relief from the court and showing for instance discharge of the enforced obligation, or raising any other available defence against the allegation of breach or default under the mortgage.

There is no specific possibility for the government to object to an enforcement measure which is otherwise compliant with the law.

**21. If judicial intervention is required, please describe the process? Please also state any procedural steps, length of time to complete and advise as to documentation required**

Judicial intervention is required for repossessing aircraft by the lessor, unless repossession can be done without breach of public order from the hands of third parties custodians of the asset (e.g. MRO). In such case, the lessor must seek a court order mandating the repossession on the basis of a contractual right or on the basis of the Civil Code provisions allowing lessors to seek repossession on expiry of a lease. Once final (not subject to any appeal), a court order may be enforced by a court enforcement agent.

An aircraft mortgagee may seek the sale of the asset in satisfaction of its debt. The forced sale is obtained by application to the court for a declaration of enforceability of a perfected mortgage. The required documentation is the deed proving the existence of the mortgage claim, together with proof that the mortgage has been perfected by registration in the relevant public registry. The court will examine the existence of the claim and the legally perfected mortgage and will grant the sale, on hearing all interested parties (Article 2445 para. (1) of the Romanian Civil Code).

**22. How is legal title transferred under the laws of your jurisdiction? Please also state any conditions, procedural steps, formality requirements or documentation (for example, corporates etc.) required to effect this**

The transfer of title to both the aircraft and parts of the aircraft (such as the aircraft engine) is generally achieved through the conclusion of sale and purchase contracts, whereby the owner provides the buyer with the property to be sold and the buyer pays the consideration.

In practice, in the aviation sector, customary "bill of sale" instruments or other instruments validly effecting title transfer under a different governing law (e.g. English law) are recognized as valid.

Corporates governed by Romanian law are free to dispose of assets in accordance with their constitutional

documents, noting that a sale of more than ½ of a company's assets requires the approval of its shareholders.

**23. Are there any restrictions on the sale of an aircraft following enforcement (for example, the requirement to obtain a court order or conduct a public auction or other action in order to sell the aircraft upon enforcement)**

If the mortgagee takes possession of the mortgaged aircraft, it will have the duties of an administrator of the goods of another under Romanian law. A subsequent sale of the aircraft may be sought with the prior approval of the court. The parties can agree in the mortgage agreement the manner of sale of the mortgage asset in case of default sale. In all cases, the creditor can sell the asset at auction or by direct negotiation, subject to reasonable commercial terms. In preparation for sale, the creditor (in possession) can take reasonable measures to prepare the asset for sale.

**24. Would lease rentals be subject to tax (for example, withholding or income tax)? Please also state if there are any conditions for such tax to be imposed and any steps usually taken to mitigate this**

In Romania, rental income is normally taxable income for individual and companies resident in Romania for tax purposes according to their specific tax rules (income tax for individuals or corporate tax for companies).

Rental income generated by non-resident lessors from the lease of aircraft to Romanian lessees is not subject to direct tax in Romania and therefore Romanian tax is not subject to a withholding obligation in Romania.

**25. Would a sale of an aircraft in your jurisdiction incur sales tax? Please also provide details of amount or calculation and any steps usually taken to mitigate this**

Sales of aircraft where the delivery is deemed to occur in Romania are normally subject to value added tax (VAT), unless exempted. EU "reverse tax" applies with respect to intra-community deliveries and Romanian VAT applies on import of aircraft into the EU where the aircraft first enters the Community customs territory in Romania.



An important exemption applies in line with EU law with respect to transactions involving aircraft used by airlines operating for reward chiefly on international routes, where VAT exempted. In Romania, the Ministry of Transport issues a certificate to airlines qualifying under this exemption showing that they are international carriers of passengers for consideration, and which may be used to obtain the exemption with respect to aircraft which are part of their fleet.

Exports from Romania to country outside of the EU customs territory are also VAT exempted under EU law which applies in Romania.

**26. Are there any restrictions on the import or export of aircraft in your jurisdiction and would such importation or exportation incur any liability as to customs or taxes? Please also state if any consents or approvals are required and the procedural steps taken to obtain these, and any procedural steps or formality requirements to mitigate any taxes**

Romania applies export controls with respect to certain products including some "dual-use" products incorporated in aircrafts in accordance with EU law.

Further, EU dual-use restrictions on exports and sanctions apply directly in Romania.

Romania also enforces UN mandated sanctions.

**27. Are there any foreign exchange restrictions on transfers of funds**

In general, movement of capital through the banking system is unrestricted, subject to a general reservation by the National Bank of Romania in exceptional situations.

**28. How successful have foreign creditors and lessors been in enforcing their security and lessor rights over and successfully repossessing aircraft in a timely manner?**

Foreign creditor and lessors enjoy the same protection as local creditors and lessors before Romanian courts. Nevertheless, courts can be slow and/or affected by backlogs which should be taken into consideration when structuring transactions where enforcement may be necessary in Romania. Note also that foreign law may

require independent proof as a matter of fact and all foreign law documents will require authorised translations.

In our experience in structuring leases and/or mortgages it is advisable to supplement any legal or court remedy with self-help measures, such as standing powers to recover assets in the hands of third parties (e.g. MROs) and well as close monitoring of contractual performance.

**29. What government led reforms affecting creditor and lessor rights are currently underway in the aviation sector in your jurisdiction?**

At the moment there is no concrete discussion in the aviation sector that directly targets creditor and lessor rights.

**30. Please describe any interesting legal development in your jurisdiction (for instance, decided court cases or arbitral awards) which affect creditor and lessor rights?**

Most Romanian case law does not enjoy the force of precedent (*stare decisis*) in Romania. However, we note a recent case (in which the authors were involved) where a provisional conservatory measures was obtained by a foreign lessor with respect to an aircraft engine installed on the lessee's airframe parked in Romania. This was used to ensure preservation of the engine pending trial or restitution under the penalty of contempt of court (Case 3552/62/2020 Brasov Trib.) This case underlies the adaptability of the Romanian legal system to address specific challenges of aircraft frames and equipment.

**31. Please discuss any relevant governmental regulations implemented in your country to help alleviate the financial and other difficulties faced by airlines in your jurisdiction caused by CoVid 19 and whether that will impact rights of lessors (who lease aircraft to the airlines) and lenders (who finance such aircraft which are mortgaged in favour of the lenders)? Are such governmental regulations expected to be in place until the difficulties faced by airlines caused by the CoVid 19**

**subside or are they more long term?**

Emergency Ordinance 167/2020 was adopted to provide support the activity of some regional airports in the context of the economic crisis caused by the COVID-19 pandemic. Emergency Ordinance no. 139/2020 established the legal framework for the granting of State aid to "National Romanian Air Transport Company – TAROM" – S.A. and to Blue Air Aviation – S.A. for the compensation of economic losses suffered in the context of the COVID-19 pandemic.

The stated objective of these schemes was to grant financial resources to support the activity of regional airports with a traffic of between 200,000 and 3,000,000

passengers/year, for which the county councils have the quality of public supervisory authority, in order to compensate for the losses recorded between March and June 2020 as a result of the COVID-19 pandemic and directly caused by this pandemic.

These enactments have not been repealed. While the support measures for Blue Air and Tarom have initially been approved by the European Commission, the Commission has recently announced the commencement of an in-depth investigation of the support scheme, in particular whether certain Romanian support measures in favour of the Blue Air are in line with EU State aid rules (see [https://ec.europa.eu/commission/presscorner/detail/en/E2%80%8B%E2%80%8B%E2%80%8B/ip\\_23\\_1364](https://ec.europa.eu/commission/presscorner/detail/en/E2%80%8B%E2%80%8B%E2%80%8B/ip_23_1364))

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