PANORAMIC

AVIATION LIABILITY

Nigeria



LEXOLOGY

Aviation Liability

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Nigeria

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APPLICABLE TREATIES

Major air law treaties

To which major air law treaties related to carrier liability for passenger injury or death is your state a party?

The Warsaw Convention 1929 was extended to Nigeria during the colonial period through the Carriage by Air (Colonies, Protectorates and Other Trust Territories) Order 1953. The 1953 Order provided the legal basis for the application of the Warsaw Convention in Nigeria. The 1953 Order was repealed by section 77(1)(a) of the Civil Aviation Act 2006 (CAA 2006). The CAA 2006 has since been repealed and replaced by the Civil Aviation Act 2022 (CAA 2022).

International treaties ratified by Nigeria apply only to the extent that such treaties are incorporated into national law pursuant to section 12 of the Constitution of the Federal Republic of Nigeria 1999 (as amended). A treaty does not have the force of law in Nigeria unless enacted into law by the National Assembly. Accordingly, Nigeria's ratification or accession to a treaty does not, in itself, give the treaty immediate force or effect under Nigerian law.

Nigeria ratified the Hague Protocol (1955) and the Guadalajara Convention (1961). However, neither instrument has been domesticated or incorporated into Nigerian law pursuant to section 12 of the 1999 Constitution and therefore has no legal effect in Nigeria. Nigeria did not ratify or accede to the Montreal Protocols Nos. 1–4, the Guatemala City Protocol (1971), and is not a party to the the Rome Convention (1952).

In 2002, Nigeria ratified the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (Montreal Convention). The Montreal Convention entered into force of law in Nigeria on 4 November 2003. According to section 55(1) of the CAA 2022, the Montreal Convention, as set out in the Second Schedule to the Act, has the force of law in Nigeria and applies in respect of international carriage by air to and from Nigeria. Section 55(2) applies a modified version for domestic carriage.

Law stated - 8 October 2026

INTERNATIONAL CARRIAGE – LIABILITY FOR PASSENGER INJURY OR DEATH

Montreal Convention and Warsaw Convention

Do the courts in your state interpret the similar provisions of the Montreal Convention and the Warsaw Convention in the same way?

We are not aware of any decision of the superior courts of record in Nigeria (the High Courts of the various states in Nigeria, the Federal High Court, the Court of Appeal and the Supreme Court) in which the question of the liability of an air carrier for passenger injury or death under article 17 of the Montreal Convention has been determined in the context of international carriage.

Despite the dearth of Nigerian case law in this regard, it is envisaged that jurisprudence developed under the Warsaw Convention may provide persuasive guidance for construing certain aspects of both Conventions, given that the Nigerian legal system recognises and applies the principle of judicial precedent.

Law stated - 8 October 2026

Montreal Convention and Warsaw Convention

Do the courts in your state consider the Montreal Convention and Warsaw Convention to provide the sole or exclusive basis for air carrier liability for passenger injury or death?

Earlier cases decided under the Warsaw Convention did not provide a definitive position on the exclusivity of the Warsaw Convention in respect of liability for passenger injury or death as the issue of exclusivity did not arise for determination in those cases. However, decisions concerning other claims arising under the Convention (claims other than for passenger injury or death), the Supreme Court and the Court of Appeal in Nigeria treated the Warsaw Convention (which is the Convention upon which most of the cases are based) as providing the exclusive basis for air carrier liability. While it is envisaged that claims for passenger injury or death that will be considered under the Montreal Convention will not depart from this position, there is no Nigerian authority that has definitely determined that the Montreal Convention provides an exclusive basis for liability in respect of passenger injury or death.

Law stated - 8 October 2026

Definition of "carrier"

In your state, who is considered to be a "carrier" under the Montreal and Warsaw Conventions?

Nigerian courts have not considered and determined the question of who is a "carrier" under the Montreal or Warsaw Conventions. Decisions from other jurisdictions, such as England and the United States, will provide persuasive authority when such issues arise before Nigerian courts.

Law stated - 8 October 2026

Carrier liability condition

How do the courts in your state interpret the conditions for air carrier liability – "accident", "bodily injury", "in the course of any of the operations of embarking or disembarking" – for passenger injury or death in article 17(1) of the Montreal Convention and article 17 of the Warsaw Convention?

The questions of what constitutes "accident'", "bodily injury", "in the course of any of the operations of embarking or disembarking" have not each been specifically considered in the cases where carrier liability for death or passenger injury has been adjudicated. In the case of *Harka Air Services (Nig) Ltd v Keazor*, the plaintiff suffered bodily injury on a domestic flight when the aircraft crash-landed at an airport in Lagos. On further appeal to the Supreme Court, although the question of what acts constitute an "accident" was not in issue, the apex court seized the opportunity and defined "accident" as "an occurrence associated with the

operation of an aircraft which takes place between the time any person boards an aircraft with the intention of flight until such time as all such persons have disembarked in which a person suffers a fatal or serious injury as a result of being in the aircraft". The question of what will constitute "'an occurrence" was not considered and will therefore be determined as more cases dealing with the issue are decided by the courts.

The concept of what will be considered a "serious injury" as it relates to the applicability of article 17 of the Montreal Convention is yet to be determined by Nigerian courts. Given that Nigeria has a common law background, the courts will look to see how other countries with common law backgrounds have decided the question. This will provide persuasive authority whenever the court is called upon to determine the question.

Law stated - 8 October 2026

Defences and standards

How do the courts in your state interpret and apply the "no negligence" defence in article 21 of the Montreal Convention; exoneration defence in article 20 of the Montreal Convention; the "all reasonable measures" defence in article 20 of the Warsaw Convention; “recklessness” standard of article 22(5) of the Montreal Convention; and "wilful misconduct" standard of article 25 of the Warsaw Convention?

The ambit of articles 21 and 20 of the Montreal Convention has not yet been tested in the Nigerian courts.

However, the court decisions where the question of "wilful misconduct" has been considered suggest the application of a subjective standard in determining whether an act or omission will be considered "wilful misconduct". In the case of *Harka Air Services (Nig) Ltd v Keazor*, the Supreme Court upheld the findings of the Federal High Court and the Court of Appeal that the airline was guilty of wilful misconduct for proceeding on a scheduled flight during bad weather even when other airlines had cancelled their flights. The Supreme Court upheld the necessity for the existence of the mental element in allegations of wilful misconduct and opined that the court, in determining the question of wilful misconduct, "is not entitled to attribute to one pilot the knowledge which another pilot has in assessing whether the first pilot is or is not guilty of wilful misconduct".

Law stated - 8 October 2026

Advance payment for injury or death

Does your state require that advance payment be made to injured passengers or the family members of deceased passengers following an aircraft accident?

Yes, the CAA 2022 provides in section 55(3) that in the case of an aircraft accident resulting in the death or injury of passengers, a carrier should make advance payments of at least US$30,000 within 30 days from the date of the accident to the natural person or such natural persons who are entitled to claim compensation to assist these people to meet immediate

economic needs. Such advance payments do not constitute recognition of liability and may be set off against any sums subsequently paid as damages by the carrier.

Law stated - 8 October 2026

Deciding jurisdiction

How do the courts of your state interpret each of the jurisdictions set forth in article 33 of the Montreal Convention and article 28 of the Warsaw Convention?

Nigerian courts have not considered the question of jurisdiction for airline liability under article 33 of the Montreal Convention and we are unaware of any case law that considered the jurisdiction question under article 28 of the Warsaw Convention. However, in general litigation practice before the superior courts of records in Nigeria, the doctrine of *forum non conveniens* is recognised by the Nigerian courts and the courts will consider the circumstances of each particular case in recognising or refusing to recognise a particular jurisdiction.

Law stated - 8 October 2026

Period of limitation

How do the courts of your state interpret and apply the two-year period of limitations in article 35 of the Montreal Convention and article 29 of the Warsaw Convention?

Case law on the two-year limitation period stipulated in article 29(1) of the Warsaw Convention has been applied strictly. In one of the cases decided in the Court of Appeal, the Court stated that "the limitation period laid down in article 29(1) cannot be suspended or interrupted, even by agreement of the parties". It is expected that any consideration of the question under article 35 of the Montreal Convention will result in a similar decision.

Law stated - 8 October 2026

Liability of carriage

How do the courts of your state address the liability of carriage performed by a person other than the contracting carrier under the Montreal and Warsaw Conventions?

The questions relating to liability for code-share and similar arrangements have not yet been decided by Nigerian courts.

Law stated - 8 October 2026

DOMESTIC CARRIAGE – LIABILITY FOR PASSENGER INJURY OR DEATH

Governing laws

What laws in your state govern the liability of an air carrier for passenger injury or death occurring during domestic carriage?

Section 55(2) of CAA 2022 provides that the Montreal Convention as modified and set out in the second schedule to the Act, as amended from time to time, will from the commencement of the Act have the force of law and apply to non-international carriage irrespective of the nationality of the aircraft performing the carriage. The modified Convention will, subject to the provisions of the Act, govern the rights and liabilities of carriers, passengers, consignors, consignees and other persons within the contemplation of the modified Convention.

Law stated - 8 October 2026

Nature of carrier liability

What is the nature of, and what are the conditions for, an air carrier's liability?

An air carrier's liability in respect of domestic carriage is governed by the modified version of the Montreal Convention applicable to domestic carriage. It is based on the 'strict liability' of the carrier, subject to the provisions of the modified Convention relating to exoneration and applicable limits of liability.

Law stated - 8 October 2026

Liability limits

Is there any limit of a carrier's liability for personal injury or death?

For death or injury of passengers, the monetary limit for which the carrier shall not be able to exclude or limit its liability is set at US$100,000 – article 21 of the Montreal Convention as modified. It is envisaged that the courts will uphold this limit subject to the ability of a plaintiff to rebut the defences open to the carrier in article 21(2).

We are unaware of any liability limits for personal injury or death incorporated by notice or contractual agreement.

Law stated - 8 October 2026

Main defences

What are the main defences available to the air carrier?

The defences available to the air carrier are those set out in the Montreal Convention. With respect to personal injury or death, the two main defences available to the carrier are: that the damage was not due to the negligence or other wrongful act of the carrier or its servants or agents and that the damage was solely due to the negligence or other wrongful act or omission of a third party.

Law stated - 8 October 2026

Damages

Is the air carrier's liability for damages joint and several?

The air carrier's liability for passenger injury or death under the modified version of the Montreal Convention is as circumscribed in articles 17 and 21 and a plaintiff's claim against the air carrier for damages in this regard must come squarely under the Convention. The liability is not joint and several.

Law stated - 8 October 2026

Rule for apportioning fault

What rule do the courts in your state apply to apportioning fault when the injury or death was caused in whole or in part by the person claiming compensation or the person from whom the right is derived?

The question of contributory negligence for air carrier liability has not yet been considered by the Nigerian courts. However, under general law in Nigeria, the effect of a successful plea of contributory negligence is the apportionment of blame between the parties and, consequently, an apportionment of liability.

There are no statutory provisions that specifically set out principles for courts to follow in apportioning fault or assessing the damages recoverable where there has been a successful plea of the defence of contributory negligence. Case law suggests that it is within the ambit of a court's discretionary powers, which must be exercised judicially and judiciously in line with the evidence led before the court. In a specific case for recovery of damages for injury caused to a motorcyclist by a vehicle, the trial court found that the accident was caused by the negligence of the motorcyclist but proceeded to apportion the damages between the plaintiff and the defendant. The Supreme Court overruled the decision and held that the defendant ought not to pay any damages given the finding that the plaintiff was solely liable.

There is a dearth of Nigerian case law on the application of the principle of contributory negligence to minors and persons with reduced mental capacity. In line with the practice of Nigerian courts to look to decisions of other common law jurisdictions as persuasive authority on undecided issues, decisions from these jurisdictions will provide some direction as to how these questions will be decided. For children, a review of case law in England suggests that the age of the child is a key factor in any finding of whether the child is or is not liable for contributory negligence. As suggested in ***Fleming v Kerry County Council***, there must be some age up to which the child cannot be guilty of contributory negligence. In other words, there is some age up to which a child cannot be expected to take any precautions for his or her own safety. In cases where contributory negligence is alleged against a child, it is the duty of the trial judge to rule, in each particular case, whether the plaintiff, having regard to their age and mental development, may properly be expected to take some precautions for their own safety and consequently be capable of being liable forcontributory negligence. Having ruled in the affirmative, it becomes a question of fact for the jury, on the evidence, to determine whether they have fallen short of the standard that might reasonably be expected from them having regard to their age and development. In the case of an ordinary adult person, the standard is what should be expected from a reasonable person. In the case of a

child, the standard is what may reasonably be expected, with regard to the age and mental development of the child and the other circumstances of the case.

Law stated - 8 October 2026

Statute of limitations

What is the time within which an action against an air carrier for injury or death must be filed?

An action against an air carrier for injury or death must be filed within the two-year limitation period stipulated in article 35 of the Montreal Convention. The cases determined under the Warsaw Convention in Nigeria recognised and upheld the time limit set in article 29 of the Warsaw Convention and it is envisaged that the question of limitations arising under the Montreal Convention will follow the precedent laid down in these cases.

In Nigeria, an action is deemed to have been instituted or commenced against a party on the date the originating process is filed in court. In this regard, for the purpose of determining whether the action was commenced within the time limit stipulated under any limitation law, the courts will usually look at the pleadings of the plaintiff to ascertain the date of the accrual of the cause of action as averred by the plaintiff and compare that with the date of the filing of the originating process. If the time between these two periods is more than the period limited for bringing the action before the courts, the suit is held to be statute-barred and will be dismissed.

Law stated - 8 October 2026

THIRD-PARTY ACTIONS

Seeking recovery

What are the applicable procedures to seek recovery from another party for contribution or indemnity?

Order 9, Rules 17–25 of the Federal High Court (Civil Procedure) Rules (the rules that stipulate procedural conditions and requirements for cases undertaken in the Federal High Court – the court vested with jurisdiction to hear civil aviation liability claims under the Montreal Convention) stipulate procedures that enable a defendant to join a third party for contribution or indemnity in a suit against the defendant. The defendant may, where he or she conceives that he or she is entitled to contribution or indemnity from a third party, seek leave via an ex parte application or a summons on notice from the court to issue a third-party notice. The court may grant leave to the defendant to issue a third-party notice upon this ex parte application or upon the hearing of a summons filed and served on the plaintiff.

Where the court grants leave for the issuance of the third-party notice, the notice is served on the third party within the time limited for the delivery of defence (30 days) or reply (14 days) where there is a counterclaim. All other originating processes (statement of claim, writ of summons and any other pleading filed in the suit) are also served on the third party, who, from the time of the service on them of these processes, becomes a party in the suit with the same rights in respect of their defence against any claim made against the third party.

A third party duly served with the court processes who defaults in entering an appearance or filing any pleadings will be deemed to admit any claim stated in the third-party notice and will be bound by the judgment given in the action. Where a contribution or indemnity is claimed in the third-party notice, the third party is deemed to admit the liability in respect of the contribution or indemnity and the defendant is entitled to ask a court to enter judgment against the third party to the extent of any contribution or indemnity claimed in the third-party notice after satisfaction of the judgment against him or herself or with leave of court, before satisfaction of the judgment.

The rules also stipulate that the defendant may seek "third-party directions" that entail a consideration of the third-party application which can result in a finding of liability of the third party to the defendant before any judgment is entered in favour of the plaintiff against the defendant in the suit. Third-party liability may also be decided after the trial of the suit and a judge may enter this judgment for or against any of the parties or between them as the nature of the case requires.

Law stated - 8 October 2026

Time limits
What time limits apply?

There are no specific statutory provisions on a limitation period with respect to a claim for indemnity or contribution for civil aviation liability claims under the Montreal Convention.

Law stated - 8 October 2026

LIABILITY FOR GROUND DAMAGE

Applicable laws
What laws apply to the liability of the air carrier for injury or damage caused to persons on the ground by an aircraft accident?

Nigeria is not a signatory to the Convention on Damage Caused by Foreign Aircraft to Third Parties on the Surface, signed in Rome in 1952. However, in section 79(2) of CAA 2022, although the terms "carrier" and "accident" are not used, an owner or operator of an aircraft is liable for damage, loss or injury caused to any person or to the environment, property on land or water by an aircraft or an article or a person falling from an aircraft in flight or when taking off or landing. This liability is without proof of negligence or intention and without prejudice to the rules of contributory negligence. This provision will, therefore, apply for the purpose of determining liability for damages caused to third parties on the ground.

Law stated - 8 October 2026

Nature and conditions of liability
What is the nature of, and what are the conditions for, an air carrier's liability for ground damage?

Although Nigerian courts have not yet construed or considered the provisions of section 79(2) of the CAA 2022 (its applicability to carriers and the ambit of its application), the liability of air carriers for ground damage is now governed by this section and it is based on strict liability.

Law stated - 8 October 2026

Liability limits
Is there any limit of carriers' liability for ground damage?

For liability arising under section 79(2) of the CAA 2022, a liability limit has been stipulated (for the owner or operator), which is based on the mass of the aircraft. So, different liability limits apply in accordance with the mass of the aircraft.

Law stated - 8 October 2026

Main defences
What are the main defences available to the air carrier in a claim for damage caused on the ground?

Available defences to an owner or operator set out in section 79(7) of the CAA 2022 include the following:

- that the damage was not due to its negligence or other wrongful act or omission or that of its servants or agents;
- that the damage was solely due to the negligence or other wrongful act or omission of another person; or
- contributory negligence.

Law stated - 8 October 2026

LIABILITY FOR UNRULY PASSENGERS AND TERRORIST EVENTS

Applicable laws
What laws apply to the liability of the air carrier for injury or death caused by an unruly passenger or a terrorist event?

There are no statutes creating a separate liability regime for the injury or death of a passenger caused by an unruly passenger or a terrorist event, and there has been no case involving the injury and death of a passenger caused by an unruly passenger or a terrorist event has arisen before a Nigerian court. It is possible that arguments will be raised on the strict liability of an air carrier under the Montreal Convention and the questions will revolve around whether the event that caused the injury or death is an "accident" within the contemplation of the Convention as well as the application of the defences available to the air carrier in such cases.

Law stated - 8 October 2026

Nature and conditions of liability

What is the nature of, and what are the conditions for, an air carrier's liability for injury or death caused by an unruly passenger or a terrorist event?

This issue is yet to be considered and decided by Nigerian courts.

Law stated - 8 October 2026

Liability limits

Is there any limit of liability for injury or death caused by an unruly passenger or a terrorist event?

This issue is yet to be considered and decided by Nigerian courts.

Law stated - 8 October 2026

Main defences

What are the main defences available to the air carrier in a claim for injury or death caused by an unruly passenger or a terrorist event?

If the air carrier is sued under the Montreal Convention, the main defences available to the air carrier, in this case, will be all the defences available under the Montreal Convention. However, where the air carrier is joined in a tortious claim against the unruly passenger, the available defences will be those usually available under the applicable general law for such claims.

Law stated - 8 October 2026

LIABILITY FOR HARM CAUSED BY DRONES

Applicable legislation

Summarise the laws or regulations related to the liability for injuries or damage caused by drones.

There are currently no laws or regulations that specifically provide for liability for injuries or damage caused by drones in Nigeria. In the absence of such laws or regulations, the principles governing liability in general negligence claims will apply to determine liability for injuries or damage caused by drones.

Law stated - 8 October 2026

CONSUMER PROTECTION AND PASSENGER RIGHTS

Applicable legislation

Summarise aviation-related consumer-protection laws or regulations related to passengers with reduced mobility, flight delays and overbooking, tarmac delay and other relevant areas.

The CAA 2022 empowers the Nigerian Civil Aviation Authority (NCAA) to make regulations as to the conditions under which passengers and goods may be carried by air. The Nigeria Civil Aviation Regulation 19, issued by the NCAA, deals with consumer protection and covers issues such as:

- no-show;
- overbooking;
- denied boarding;
- long delay; and
- flight cancellation.

Regulation 19 is largely modelled on EU Regulation No. 261/2004, which deals with compensation and assistance to passengers in the event of denied boarding, flight cancellations or long delays of flights. Its sphere of applicability is for:

- carriage of passengers between two airports within Nigeria;
- carriage of passengers from an airport outside Nigeria to an airport in Nigeria unless the passengers received compensation or assistance at the point of departure in the case of a Nigerian air carrier; and
- non-stop flight segments originating at a point in Nigeria (foreign air transportation).

Regulation 19.12 of the Nigerian Civil Aviation Regulations 2023 contains provisions protecting passengers with reduced mobility. These provisions include non-discrimination, priority boarding, care in cases of denied boarding, reservation assistance, among others.

The regulation also stipulates certain obligations of air carriers to passengers for delays. For domestic flights, the carrier is expected to provide the following assistance to passengers where it is anticipated that a scheduled flight will be delayed:

- a delay of up to two hours: refreshment, telephone call, SMS or email;
- three hours or more: reimbursement;
- between 10pm and 4am: hotel accommodation, meal and transport plus refreshment, free calls, SMS or email; and
- for lengthy delays (six hours after the time of departure previously announced), 25% of the ticket fare refunded.

For international flights:

- between two and four hours: 30 per cent of passenger ticket price plus refreshment, telephone call, SMS or email; and
- more than four hours: meals, telephone calls, SMS or email.

When the reasonably expected time of departure is at least six hours after the time of departure previously announced, the carrier should provide hotel accommodation and transport as stipulated in the Regulation.

Regulation 19 also contains provisions for assistance and compensation for denied boarding and cancellation and is the only aviation-related consumer protection law. There is no provision for "tarmac delay".

Law stated - 8 October 2026

LIABILITY OF GOVERNMENT ENTITIES PROVIDING SERVICES TO CARRIERS

Relevant laws

What laws apply to the liability of the government entities that provide services to the air carrier?

The Nigerian Airspace Management Agency (NAMA) and the Federal Airports Authority of Nigeria (FAAN) are the two government entities that provide direct services to air carriers. NAMA provides air traffic control services while FAAN provides airport services. NAMA and FAAN are established by statutes that imbue them with legal personality, and they can sue and be sued for acts or omissions arising from the performance of their statutory roles. Other than actions in breach of a statutory obligation, these statutory agencies may be liable for damages occasioned by their negligence or the negligence of their officials under the general common law of tort.

Law stated - 8 October 2026

Nature and conditions of liability

What is the nature of, and what are the conditions for, the government's liability?

Whether the claim is made pursuant to a statute or under general tort law, the liability of the government entity is fault-based, and evidence must be led by the plaintiff with facts that establish the liability of this entity.

The legislation that establishes the statutory entities operating in the aviation sector in Nigeria has provisions that require a notice of claim prior to the institution of an action against such an entity or their employees and other officers or joining such persons in an already existing action. This notice is referred to as a "pre-action notice" and the Nigerian courts have consistently upheld the necessity of the issuance of a pre-action notice as a condition precedent to the institution of an action. For NAMA, the pre-action notice is to be issued to a member of the governing board, the managing director, an officer or an employee of the agency and is a one-month notice, while for FAAN, it is a three-month notice to be issued to the Authority.

Law stated - 8 October 2026

Liability limits

Are there any limitations to seeking recovery from the government entity?

No, there are no limitations such as immunity or public policy that seek to curtail the right of a passenger to seek recovery from relevant aviation government entities. It is important to note, however, that in Nigeria, there is a time limit within which a plaintiff must commence an action against a public officer and, in some cases, against particular government entities usually calculated from the date the cause of action accrued. Limitation periods in this regard range from three months to 12 months.

Law stated - 8 October 2026

CRIMINAL PROCEEDINGS

Responsibility for accidents

Can an air carrier be criminally responsible for an aviation accident?

There is no statutory provision under the CAA 2022 which stipulates for criminal liability of an air carrier for aviation accidents. Under general law, corporate criminal liability is recognised and it is therefore, not improbable that an air carrier can be held criminally responsible for an aviation accident. The question of criminal liability of an air carrier has, however, not been decided by the Nigerian courts.

The Criminal Code, which establishes the bulk of criminal offences in Nigeria, does not make any distinction between the liability of persons as individuals or persons as corporate entities (the Nigerian Interpretation Act defines the word "person" to include any body of persons corporate or unincorporated) and some Nigerian statutes impute criminal liability on a company in certain circumstances. In the few cases where a company has been found to be criminally liable, knowledge has been imputed to the company for acts by its officers done with knowledge or perceived knowledge that liability is likely to arise. CAA 2022 also creates offences such as dangerous flying and endangering safety, destroying or damaging an aircraft in flight. In these instances, it is the individual involved who is criminally liable.

Law stated - 8 October 2026

Effect of proceedings

What is the effect of criminal proceedings against the air carrier on a civil action by the passenger or their representatives?

This has not been tested in Nigeria. Any allegation of a crime in a civil suit has the same standard of proof – which is proof beyond reasonable doubt – as that required to ensure a conviction of the same charge in a criminal action. Where there is a conviction on a criminal charge, the conviction may constitute evidence of wrongdoing in a civil suit.

Law stated - 8 October 2026

Compensation

Can claims for compensation by passengers or their representatives be made against the air carrier through the criminal proceedings?

No, all claims by passengers or their representatives against the air carrier for compensation are to be made via the provisions of the Montreal Convention in a civil suit.

Law stated - 8 October 2026

EFFECT OF CARRIER'S CONDITIONS OF CARRIAGE AND TARIFFS

Liability
What is the legal effect of a carrier's conditions of carriage or tariffs on the carrier's liability?

Most domestic airlines in Nigeria incorporate their conditions of carriage into the contract of carriage. These conditions are, therefore, contractual terms that the court can consider and enforce in claims involving any issue covered by these conditions of carriage. In addition, some tariffs may be subject to certain terms and conditions, and to the extent that a passenger is informed of these terms and conditions, such a passenger will be held to be bound by them within general legal limits. However, neither the conditions of carriage nor the tariffs affect the carrier's liability under the Montreal Convention.

Law stated - 8 October 2026

DAMAGES

Damage recovery
What damages are recoverable for the personal injury of a passenger?

The measure of damages recoverable for bodily injury is as set down by a plethora of case law from negligence claims. Several heads of damages can be awarded in personal injury cases and these include:

- loss of earnings;
- loss of the amenities of life;
- pain and suffering;
- nervous shock; and
- medical expenses.

These are the general types of damages recognised under Nigerian law, which follows English law. Nigerian courts recognise that the damages awarded to a plaintiff in personal injury cases have two elements:

- that intended to compensate for financial loss both present and future suffered by the plaintiff; and
- that intended to compensate for non-financial loss – which is usually subdivided into two, namely pain and suffering caused by the injury and loss of amenities of life occasioned by the deformity or impairment caused by the accident.

Financial loss would take into consideration such matters as loss of future earning capacity. Where the heads of damages are not specific, and facts are not pleaded in the claim to justify the figures sought in the action, the damages awarded are usually general damages, which are discretionary and based on the judge's assessment of the injury or damage suffered. In line with the provisions of the Montreal Convention, punitive, exemplary or any other non-compensatory damages will not be recoverable.

For personal injury claims, the person who has the standing to sue is the injured passenger. If the passenger is a minor or person with any legal disability, the action can be filed by the victim's guardian or next of kin. However, the rules of the court stipulate that before the name of a person is used in an action as the next friend of an infant or other party, or as a relator, that person should sign a written authority for that purpose, which should be filed at the registry of the court.

Law stated - 8 October 2026

Damage recovery

What damages are recoverable for the death of a passenger?

Where the accident results in death, an action is brought on behalf of the immediate family by virtue of the provisions contained in the Fatal Accidents Law of several states in Nigeria. Here, the recoverable damages will be similar to those awarded by the courts in fatal accident claims and are usually calculated by:

- first ascertaining the earnings of the deceased before their death; and
- deducting an amount that the deceased would normally have spent on personal needs from the first amount.

There is no statute that prescribes a definite percentage of what can be deducted as likely expenditure by the deceased, and the courts will likely consider the evidence brought before it as well as precedents set in other common law jurisdictions such as England. Punitive damages are not allowed.

The action is brought for the benefit of the immediate family of the deceased passenger by and in the name of the executor or administrator of the deceased person (where the deceased person is not subject to a system of customary law). Where the deceased person was, prior to their death, subject to a system of customary law as regards estates, the action will be brought by a person who the court is satisfied is entitled to bring such an action under customary law on behalf of the deceased person.

Immediate family includes:

- for a person not subject to customary law, wife or wives, husbands, as the case may be, parent and any child;
- for persons subject to customary law who are non-Muslims, beneficiaries include all the aforementioned persons as well as brothers and sisters of the deceased and includes step-brothers and step-sisters; and
- for Muslims subject to customary law, immediate family means the "person entitled to share in the award of ***diya*** prescribed by Islamic law for involuntary homicide".

The Federal High Court Rules currently applicable empower a court to appoint a person to represent the estate of a deceased person where, in the course of the proceedings, it appears that any deceased person who was interested in the proceedings has no legal representative. Any order made in these proceedings, which will include a recovery against an air carrier, is binding on the estate of the deceased.

Law stated - 8 October 2026

ACCIDENT INVESTIGATION AND FAMILY ASSISTANCE

Investigatory authority

Who is responsible in your state for investigating aviation accidents?

The Nigerian Safety Investigation Bureau (NSIB) is the bureau responsible for the prevention, regulation and investigation of transportation occurrences in Nigeria and anywhere Nigerian interest is involved. The NSIB was set up via the NSIB (Establishment Act) 2022 and is empowered to, among other things, investigate any civil transportation occurrence and cause of a civil aircraft occurrence. An "aircraft occurrence" is defined as any civil aircraft accident or serious incident as may be defined by Annex 13 of the International Civil Aviation Organisation or any amendments.

Law stated - 8 October 2026

Disclosure restrictions

Set forth any restrictions on the disclosure and use of accident reports, flight data recorder information or cockpit voice recordings in litigation.

The NSIB Act 2022 provides in Section 46(1) that the contents of an accident investigation report will not be admissible in any civil or criminal court proceedings as a basis for liability. CA 2006 had similar provisions but same has been repealed under the CAA 2022. However, we are aware of a case where an airline sued the airport authority for damages for the destruction of its aircraft and the presiding judge admitted the accident investigation report despite the argument that it was inadmissible. The appeal lodged against the subsequent judgment was discontinued when the parties settled the dispute, and the Court of Appeal did not have the opportunity to pronounce on the issue of the legality of the admission of the investigation report.

The NSIB Act 2022 does not contain any specific restriction on the disclosure and use of flight data recorder information or cockpit voice recordings in litigation.

Law stated - 8 October 2026

Relevant post-accident assistance laws

Does your state have any laws or regulations addressing the provision of assistance to passengers and their family after an aviation accident?

Section 55(3) of the CAA 2022 provides that in the event of the death or injury of passengers from an aircraft accident, the carrier should make an advance payment of at least US$30,000 (its Naira equivalent) to the natural person or such natural persons who are entitled to claim compensation within 30 days from the date of such accident. This is to aid such person or persons in meeting immediate economic needs. Such advance payments do not constitute recognition of liability and may be set off against any amounts subsequently paid as damages by the carrier.

Law stated - 8 October 2026

INSURANCE REQUIREMENTS

Mandatory requirements
Are there mandatory insurance requirements for air carriers?

Yes, section 104 of the CAA 2022 provides that an air carrier operating air transport services to, from and within Nigeria should maintain adequate insurance covering its liability under the CAA 2022. The carrier is expected to provide quarterly returns to the Nigerian Civil Aviation Authority with evidence that this insurance is maintained and that all conditions necessary to create an obligation on the insurer to provide indemnity in the event of a loss are fulfilled.

Law stated - 8 October 2026

LITIGATION PROCEDURE

Court structure
Provide a brief overview of the court structure as it relates to civil aviation liability claims and appeals.

The court of first instance with jurisdiction to hear aviation liability claims is the Federal High Court. The Federal High Court has country-wide jurisdiction with judicial divisions in the different states that make up the Nigerian Federation. Therefore, a plaintiff can sue the air carrier in the Federal High Court situated within the jurisdiction where the defendant resides or carries on business or in the Federal High Court situated at the place where the cause of action arose.

Any appeal arising from an interlocutory or final decision of the Federal High Court is heard and determined by the Court of Appeal situated within the geographical sphere of the Federal High Court whose decision is being appealed and zoned to hear appeals emanating from the judicial division of the particular Federal High Court.

A further appeal from an interlocutory or final decision of the Court of Appeal is determined by the Supreme Court. The Supreme Court is the court of last resort, and there are no further rights of appeal. The Supreme Court of Nigeria is located in the Federal Capital Territory of Abuja, the nation's capital.

Law stated - 8 October 2026

Allowable discovery

What is the nature and extent of allowable discovery/disclosure?

Order 43 of the Federal High Court (Civil Procedure) Rules 2019 contain provisions on discovery by interrogatories and discovery of documents. Interrogatories may be delivered after seven days of close of pleadings, stating the questions each party served with the interrogatories are required to answer. For artificial entities with legal personality, the interrogatories may be delivered to any member or officer of such a party. The party served with the interrogatories may raise an objection in their affidavit filed in response to the interrogatories on the ground that any questions contained in the interrogatories are scandalous or irrelevant, and the court considers the claims as contained in the plaintiff's originating process in determining whether the interrogatories are scandalous or irrelevant.

Where a party served with interrogatories omits to answer a question or answers insufficiently, the court will, on an application, issue an order requiring them to answer or provide further responses, as the case may be.

The Federal High Court rules also contain provisions that entitle a party to deliver a request to another party to make discovery on oath of documents that are or have been in their possession, custody, power or control. The documents should relate to matters in question between the parties and the party served with the request to answer "completely and truthfully". The affidavit should contain the documents requested except where the party objects to the production of any document. The court has the discretion to refuse to order discovery if satisfied that the documents requested are not necessary for the effectual disposal of the case. The court may also limit the discovery to certain classes of documents that the court considers fit for the hearing of the claim.

Law stated - 8 October 2026

Evidence

Does the law of your state provide for any rules regarding preservation and spoliation of evidence?

Some Nigerian statutes contain provisions regarding the preservation of documentary evidence for a certain number of years, but there are no rules regarding the spoliation of evidence.

Law stated - 8 October 2026

Recoverability of fees and costs

Are attorneys' fees and litigation costs recoverable?

Some case law in Nigeria has opined that an award of attorneys' fees is unethical and has stated that it is an affront to public policy to pass on the burden of attorneys' fees to the other party. Nigerian courts, therefore, do not ordinarily grant a claim by a plaintiff for legal fees to be paid to their solicitors.

The Court of Appeal in Nigeria has held that a claim for attorneys' fees, which does not form part of the claimant's cause of action, is not one that can be granted and that to succeed on such a claim, it must be specifically pleaded as special damages and must be proved by credible and cogent evidence. It, therefore, appears that if reimbursement of attorneys' fees was pre-agreed and formed part of damages suffered by a plaintiff prior to the institution of the suit, the courts may likely allow the recovery of the fees.

Litigation costs are usually nominal amounts and are granted at the discretion of the courts.

Law stated - 8 October 2026

JUDGMENTS AND SETTLEMENT

Pre- and post-judgment interest

Does your state impose pre-judgment or post-judgment interest? What is the rate and how is it calculated?

The courts recognise that pre-judgment interests can arise under a contract, statute or by virtue of some mercantile usage. Where pre-judgment interest is contractual or statutory, the contract or statute will usually stipulate the rate that will apply or provide the manner in which this interest will be calculated and the court will apply this agreed interest rate. One statute that provides for interest on monies is the Investment and Securities Act 2025, which allows the Commission to prescribe the rate of interest payable on such monies, and further stipulates that such an interest should not be less than the Central Bank of Nigeria Monetary Policy Rate plus 5%, and the commission can impose a higher rate if the company fails to comply with the provisions of the Act. It is usual for claimants to seek pre-judgment interest using the average rates of interest charged by financial institutions on loans granted to borrowers. Pre-judgment interest can also be awarded under a principle of equity, such as the existence of a fiduciary relationship. In the absence of a contract, statute, mercantile trade or fiduciary relationship providing for or justifying pre-judgment interest, the courts will not award pre-judgment interest.

Post-judgment interest is usually awarded by the courts pursuant to court rules that permit the award of such interest. An example is Order 23, Rule 5 of the Federal High Court (Civil Procedure) Rules 2019, which empowers a judge to order interest at any rate not exceeding 10% per annum to be paid on any judgment.

Law stated - 8 October 2026

Settlements

Is court approval required for settlements?

Where a claim is already pending before a court, it is usual for parties to have the courts adopt any agreed terms of settlement agreed by the parties as a judgment of the court. These types of judgments are known in Nigeria as "consent judgments", and the parties to such a consent judgment cannot subsequently appeal the judgment without the leave of court.

Parties opt to have their settlements approved by the courts as this provides a legal basis for any future contention between the parties on the agreed terms. However, court approval is not a mandatory requirement for settlements, either for already pending claims or claims that have not been brought before the courts.

Law stated - 8 October 2026

Settlements

What is the effect of a settlement on the right to seek contribution or indemnity from another person or entity? Can it still be pursued?

In the absence of any clear terms to the contrary, a settlement between parties do not foreclose the right to seek contribution or indemnity from another person or entity. A defendant can, therefore, pursue a claim against any such person or entity.

Law stated - 8 October 2026

Settlements

Are there any financial sanctions, laws or regulations in your state that must be considered before an air carrier or its insurer may pay a judgment or settlement?

No financial sanctions apply to an air carrier or insurer on the payment of a judgment or settlement. There are also no laws and regulations to be considered by air carriers or insurers before payment on a judgement or settlement may be made.

Law stated - 8 October 2026

UPDATE AND TRENDS

Key developments of the past year

What were the key cases, decisions, judgments and policy and legislative developments of the past year?

The evolving landscape of passenger rights under Nigerian Aviation Law

Passenger rights in Nigeria's aviation sector remain at the forefront of legal focus in Nigeria, particularly in relation to flight delays, cancellations, denied boarding, refunds and compensation. Judicial decisions and regulatory interventions during the period under review have continued to shape the obligations of airlines and the remedies available to passengers. These developments provide a useful picture of how Nigerian aviation law is addressing the balance between operational realities and the rights of passengers. These developments reflect a broader trend within the aviation sector and its governing legal framework. While compliance with safety obligations remains fundamental, airlines are increasingly being assessed not only on safety but also on how effectively they fulfil their

contractual and statutory obligations to passengers. Consequently, the focus is now more on how passengers' rights are sustained and enforced.

Legal framework

In Nigeria, the legal framework governing these consequences is in the CAA 2022, the Nigerian Civil Aviation Regulations 2023, and relevant international conventions such as the Montreal Convention 1999, which has been domesticated by Nigeria and a version adapted for domestic carriage. Part 19 of the Nigerian Civil Aviation Regulations 2023 is particularly important in the context of passenger rights. It establishes minimum standards to be complied with by the airlines in cases of overbooking, denied boarding, flight delays, cancellations, reimbursement, re-routing, compensation, baggage claims and the treatment of persons with disabilities and other vulnerable passengers. These provisions impose obligations on airlines while establishing corresponding rights and remedies for passengers.

Passenger rights

Flight delays account for a significant increase in aviation litigation cases during the period covered by this contribution and the courts lean towards holding airlines accountable for any perceived breach of the contract of carriage where there is no justifiable basis under the contract for such breaches. In the case of ***Babajide Idowu v Dana Airlines Limited***, the claimant sued the airline over a flight that was delayed for approximately 12 hours. The court reaffirmed a well-established principle of carriage by air that once an airline accepts a passenger's booking and issues a valid ticket, a contractual relationship arises between the parties. Accordingly, the airline becomes obligated to transport the passenger as agreed, subject to lawful exceptions recognised by contract or legislation. After evaluating the evidence, the court found that the airline had failed to demonstrate that it took all necessary measures to avoid the delay. Damages and costs were awarded in favour of the passenger. Although the decision remains open to appellate review, its significance lies in the court's insistence that airlines cannot simply rely on operational difficulties as a general defence. Rather, they must produce evidence showing that reasonable steps were taken to prevent or minimise the disruption. This approach appears consistent with the liability framework established under the Montreal Convention.

In the case of ***Mrs. Joy Nneka Ezetah v Virgin Atlantic Airways Ltd***, a passenger who was denied boarding despite reportedly possessing a valid itinerary and completing the necessary travel procedures sued the airline for damages arising from the disruption of her journey and the losses allegedly occasioned by the refusal of carriage. The court awarded damages in the sum of US$5,906.50 to the claimant. These cases show a growing trend within Nigerian judicial circles to hold airlines liable where the airline fails to perform the contract of carriage in line with agreed terms irrespective of certain operational difficulties. This liability may extend beyond a ticket refund to compensation for consequential losses, inconvenience, and disruption. As with the decision earlier stated above, the case was decided at the Federal High Court level and remains capable of appellate challenge. Nevertheless, it reinforces the perception of a greater judicial willingness to scrutinise airline conduct and award meaningful compensation where passenger rights have been violated.

The expanding role of consumer protection enforcement

Perhaps the most consequential development during the review period is the outcome of the regulatory dispute involving Air Peace and the Federal Competition and Consumer Protection Commission (FCCPC).

In April 2026, the Federal High Court dismissed Air Peace's challenge to the FCCPC's authority to investigate aviation-related consumer complaints. The court affirmed that the Commission possesses powers under the Federal Competition and Consumer Protection Act 2018 to receive complaints, investigate allegations and take lawful steps to protect consumers, including airline passengers.

The practical implication of this decision is potentially far-reaching. For many years, the Nigerian Civil Aviation Authority (NCAA) was regarded as the primary regulatory body responsible for passenger complaints. Following this ruling, airlines may now face scrutiny from both the NCAA and the FCCPC regarding issues such as delayed refunds, flight cancellations, denied boarding and related consumer grievances. Although the matter may yet receive appellate consideration, the judgment signals a judicial willingness to broaden the regulatory tools available to consumers seeking redress against airlines.

Conclusion

These developments portend a growing dissatisfaction by passengers with the compensation regime offered by airlines in cases of delay, denied boarding and other claims arising from the contract of carriage. Courts appear more prepared to hold airlines accountable for delays and denied boarding where adequate justification is lacking, while regulators are adopting a more assertive approach towards consumer protection. Importantly, most of the judicial developments discussed are decisions of the Federal High Court. They do not constitute settled appellate authority and remain subject to review by the Court of Appeal and, where applicable, the Supreme Court. Nonetheless, they provide a useful indication of the emerging judicial approach to aviation liability disputes in Nigeria. For airlines, these developments underscore the importance of robust operational procedures, effective communication with passengers, and compliance with applicable consumer protection obligations. For passengers, they demonstrate that rights arising from the contract of carriage may be enforced through both judicial proceedings and regulatory mechanisms, subject to the applicable legal and procedural requirements.

Law stated - 8 October 2026