

# Lithuanian Supreme Court Clarifies Jurisdictional Differences Between the CMR Convention and the “Brussels Ibis” Regulation

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On 5 September 2024, the Lithuanian Supreme Court issued a ruling highlighting the key distinctions between the CMR Convention and the “Brussels Ibis” Regulation in determining jurisdiction over international transportation disputes.

The case arose from a dispute regarding damages caused by the improper execution of an international freight contract. The contract stipulated that any disputes arising during the execution of the order would be resolved by a court based in the customer’s headquarters. The claimant (the customer) sought to have the dispute resolved in a Lithuanian court under the CMR Convention, which permits claimants to choose the jurisdiction from several countries. However, the defendant (the carrier) argued for the application of the “Brussels Ibis” Regulation, which upholds the exclusive nature of jurisdiction agreements.

The Supreme Court underscored that the CMR Convention provides alternative jurisdictions, allowing the claimant to choose from courts in several participating countries. This means that jurisdiction agreements between the parties are not exclusive and do not prevent claims from being brought in other courts outlined in Article 31 of the CMR Convention. In contrast, the “Brussels Ibis” Regulation grants exclusive power to the chosen jurisdiction, ensuring that disputes are resolved solely in the courts of the country selected by the parties unless they agree otherwise.

The Lithuanian Supreme Court ruled that the “Brussels Ibis” Regulation should apply to this case. The court clarified that while the CMR Convention governs international freight transport, it only addresses the carrier’s liability for loss, damage, or delay of goods. Since the dispute concerned compensation for improper performance of the contract, rather than loss, damage, or delay, it did not fall within the scope of the CMR Convention.

Additionally, the Supreme Court noted that while the lower courts had correctly upheld the parties’ jurisdiction agreement as exclusive, they may have misjudged the jurisdic-

tional question by not assessing whether the dispute fell within the scope of the jurisdiction agreement. The court explained that the determination of whether the dispute is subject to the jurisdiction agreement directly impacts whether the Lithuanian courts have jurisdiction. If it falls under the agreement, the jurisdiction is exclusive, but if it does not, other jurisdiction rules under the “Brussels Ibis” Regulation apply. Since this assessment had not been conducted, the case was remanded to the Vilnius District Court for further examination.

This decision by the Lithuanian Supreme Court is final and not subject to appeal.

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**Source:**

*Lithuanian Supreme Court, Case No. [e3K-3-196-916/2024](#)*