THE LEGAL REGULATION OF DRY LEASING OF COMMERCIAL AIRCRAFT UNDER JORDANIAN LAW: AN ANALYTICAL STUDY

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Abstract - This study examines the legal regulation of dry leasing of commercial aircraft under Jordanian law. Dry leasing is increasingly relevant to air transport operators because it enables the use of aircraft without transferring ownership while placing significant operational responsibilities on the lessee. Despite its practical importance, Jordanian legislation does not provide a comprehensive legal framework specifically addressing all aspects of dry aircraft leasing.

The study adopts a descriptive and analytical legal methodology to examine the relevant provisions of Jordanian aviation, civil, and commercial legislation, together with applicable international conventions. It focuses on the legal nature of dry leasing, the rights and obligations of the lessor and lessee/operator, and the allocation of responsibility for registration, airworthiness, maintenance, insurance, and liability.

The study concludes that, although Jordanian legislation provides a general framework for aircraft leasing, several aspects of dry leasing remain insufficiently regulated. The study therefore recommends greater legislative clarity regarding the respective rights, obligations, and liabilities of the lessor and lessee/operator.

Keywords - Aircraft leasing; Dry lease; Commercial aircraft; Aviation law; Jordanian law

I. INTRODUCTION

The movement of people and goods has evolved significantly over the past century, with the introduction of the airplane as a new means of transport, This has addressed numerous issues related to speed in transport, covering distances, and overcoming land obstacles. As a result, the air transport sector has achieved a high level of satisfaction due to the advantages it offers as the most modern, fastest, and most flexible mode of transport, relying on modern technology for control and Routing, Consequently, investors have turned to invest in this sector as owners and lessees, One aspect of this investment is the leasing of aircraft from their owners, and one type of aircraft lease is the dry lease or bare aircraft, which grants the lessee the right to utilize the aircraft's structure only, while ownership remains with the owner as indicated in the registration certificate.

In recent decades, the operations of leasing and renting aircraft have increased to such an extent that it is essential to explore the relevant aspects, along with the specific legal provisions that have been briefly regulated by the Jordanian legislator, despite their importance in the Civil Aviation Law No. 41 of 2007 .

Although previous studies have examined aircraft leasing generally, limited attention has been given to the specific legal regulation of dry aircraft leasing under Jordanian law. In particular, further analysis is required regarding the allocation of rights, obligations, and liabilities between the lessor and the lessee/operator. This study seeks to address this gap by examining the existing Jordanian legal framework and identifying areas that require greater legislative clarity

We have decided to examine the topic of aircraft leasing in a dry manner and to take a look at its conceptual framework, as well as the position of operators of the air transport fleet in Jordan regarding the leasing contract, along with the legal provisions concerning the obligations of the parties to this contract, and to present the results and recommendations related to the subject of the research .

Researcher relied on analytical and descriptive methods during this study, by collecting legal texts, data, and information, and analyzing and discussing them.

We indicate that the research problem lies in the lack of clarity and comprehensiveness of some legal provisions related to the aircraft lease contract in civil aviation law, despite its importance and specificity as a particular nature commercial contract, to address the problem, it is essential to answer the questions that arise from it, which we summarize as follows:

1. What is the nature of the aircraft dry lease contract?
2. What are the features of a dry leasing contract?
3. Has the Jordanian legislator regulated the aircraft dry lease contract in Jordan, and what are the legislations governing it? How adequate are they?

4. Are there any issues facing the conclusion of this type of contract?
5. What are the legal and financial responsibilities and obligations imposed on the parties of the dry lease contract?

To address the research topic, its subjects have been divided as follows:

Chapter One: The Conceptual Framework of the Dry Aircraft Leasing contract

Section One: Definition of the Dry Aircraft Leasing contract
Section Two: The Legal Reference for Aircraft Leasing contract in Jordan and Aviation Operators position on Leasing

Chapter Two: The Legal Provisions Relating to the Obligations of the Leasing contract parties.

Section One: the Lessor Obligations and Responsibilities
Section Two: the Lessee Obligations and Responsibilities
Conclusion and Recommendations: This section presents the research findings and the recommendations proposed by the researcher to contribute to solving the research problem.

Chapter One:

The Conceptual Framework of the Dry Aircraft Leasing contract
It is important here to recognize the conceptual framework of the aircraft dry leasing contract, or the bare aircraft leasing contract. Therefore, it is essential to define this contract and clarify its characteristics, as well as the position of air operators in Jordan regarding this contract. We have allocated two sections for the aforementioned topics; in the first, we explained the concept of the dry leasing contract for aircraft and the characteristics that this type of contract possesses, and in the second section, we discussed the legal references of aircraft leasing contract in Jordan and the stance of aviation operators on leasing.

Section One:

Definition of the Dry Aircraft Leasing contract

Before defining the leasing contract, we must clarify the concept and significance of an aircraft. The Jordanian legislator has defined it as:

"Any machine that maintains its presence in the air due to the reactions of the air, and not the reflections of air on the surface of the earth, including all aerial vehicles such as balloons, blimps, helicopters, and fixed-wing aircraft" [(1)].

Therefore, the leasing contract generally applies to any of the aircraft mentioned in the aforementioned legal text, regardless of their nature. However, the aircraft intended in this research are the commercially widespread and utilized aircraft due to their significant advantages, as they are used for the purposes of transporting passengers, luggage, goods, mail, and other items. To understand the definition of the leasing contract, we will present its concept in the first section and outline the characteristics of this agreement in the second section.
Section One: The Concept of Dry Aircraft Leasing Contract :

Some define[(2)] an aircraft leasing contract in its general form as

"A contract whereby the lessor undertakes to make an aircraft available to the lessee for use for a period specified by the agreement in exchange for a certain fee".[(3)]
It is also legislatively defined as: "The lessor granting the lessee the intended benefit of the leased item for a specified period in return for a known compensation ".

As this research pertains to a leasing contract with an aircraft as its subject, we refer here to the various types of leasing contracts related to aircraft. Among them is the comprehensive (wet) lease, during which the aircraft's services are rented along with the crew and other related items, which entails legal effects consistent with its nature and provisions and does not involve the transfer of the airframe's possession to the lessee. Conversely, there is another contract known as the dry lease or bare aircraft lease or simple lease, in addition to a third type of leasing known as financial leasing.[(4)] However, the subject of this research focuses on the dry lease or bare aircraft lease, which involves leasing the aircraft as an airframe only without including any crew or other supplies or requirements. This contract is aimed at the lessee's use of the aircraft without severing the ownership relationship between the aircraft and its owner, who remains the owner, but its possession is transferred under the usufruct contract to the lessee for the duration of the agreed contract.

1- Article 2 of the Jordanian Civil Aviation Law No. 41 of 2007.
2- Tahir Shawqi Mo'min, researched the legal system for aircraft leasing, published in the Journal of Legal and Economic Sciences, issue one - part one - volume 58, year fifty-eight - January 2015, issued by the Faculty of Law at Ain Shams University, p. (240
3- Article 658 of the Jordanian Civil Code No. 43 of 1976.
4- For more on these types; see Tahir Shawqi Mo'min, op. cit., from pages 252 - 258 .

An aircraft dry leasing contract for is defined as: "A lease of an aircraft where the aircraft is provided solely by the lessor, while the lessee is responsible for the crew, maintenance, and insurance ".[5]

Since Jordanian legislation does not provide a specific definition for an aircraft dry leasing contract, we find that the French legislator defined a dry transport contract as: "An operation in which the lessor makes an aircraft without a crew available to another ".[6]

Thus, we find that in a dry leasing contract , the right to use the aircraft's structure transfers from the owner to the operator or investor, referred to as the lessee, while the ownership of the aircraft remains with the owner alone. This situation raises numerous legal issues, which we will clarify further on. The leasing of aircraft provides significant benefits and this trend is spreading across various regions and countries in Asia and the Pacific, especially in low-cost aviation, which creates excellent investment opportunities according to a recent study.[7]

Section Two: Characteristics of the Aircraft Dry Leasing contract

The dry leasing contract for aircraft is distinguished by numerous advantages, which can be summarized as follows :

Firstly: A Commercial Contract of a Special Nature

One of the characteristics of aircraft lease agreements is that it is a commercial contract according to the provisions of the Jordanian Commercial Law, particularly paragraph (c) of Article 6 of this law, which satisfies the desires and aspirations of investors in achieving profits according to balanced plans. Although the leasing contract is a civil contract governed by the provisions of civil law according to general rules, it acquires a commercial nature as it pertains to the aircraft and aims to operate the aircraft on a continuous basis, engaging in transport and achieving profits, thus qualifying it as a commercial contract for both parties: the owner (lessor) and the operator (lessee). The purchase and lease for the purpose of sale or leasing is of great interest to the legislator as it is one of the most widespread commercial activities, aimed at profit generation, and rightly represents a Artery for commercial activity.[8] It is a formal contract that requires registration[9] and adherence to the form specified by law.[10] It is an original,[11] continuous contract[12] that may be for a specified duration or for an unspecified duration.

This means that the lessor cannot terminate the contract before its expiry, as this would harm the lessee and the contracts they enter into with passengers or carriers, and it is not one of the contracts of adhesion.[13] Additionally, the lease contract for the aircraft has another specificity in that it pertains to the aircraft as a movable intangible asset,[14] This asset is governed by regulations concerning the documentation of contracts executed on it, as stated in paragraph (A) of Article (53) of the Civil Aviation Law, which outlines this legal status of the aircraft and specifies that the aircraft lease contract requires conditions related to writing and registration in the national register after obtaining approval from the Civil Aviation Regulatory Authority, any contract that contravenes these conditions is deemed void. Furthermore, the legislator, in paragraph (C) of the same article, has prohibited the assignment of the lease contract to others or leasing the rented aircraft without the approval of the authority and the lessor.

Second: The operator is responsible for planning the aircraft's operation and has the freedom to use it:

The leasing contract is a contract binding on both parties; the lessor transfers the right to use the aircraft

5- https://sg.finance.yahoo.com/news/aircraft-leasing-market-poised-growth-114100638.html , this website was visited in 2026/9/15.

6- According to Article 3-L6400 of the Transport Code from French law.

7 - https://sg.finance.yahoo.com/news/aircraft-leasing-market-poised-growth-114100638.html
this website was visited in 2026/9/15 .

8 -Semeha Al-Qalioubi, The Mediator in Explaining Egyptian Commercial Law, Volume One, Theory of Commercial Transactions and Traders, Dar Al-Ahram for Publishing, Distribution and Legal Publications, Cairo, 2022, p. 112

9 -Paragraph (A) of Article 53 of the Civil Aviation Law states: "A lease contract for an aircraft shall not be concluded except in writing, and by registering the contract in the national register and with the approval of the authority".

10 -Abdul-Razzaq Al-Sanhouri, Encyclopaedia of Contracts (Theory of Contract) Volume One, Dar Misr for Publishing and Distribution, Cairo, Third Edition 2020, p. 113 and onwards; also see on the topic of proving the lease contract and its related matters: Abdul-Razzaq Al-Sanhouri, The Mediator in Explaining Civil Law, Volume Six, Lease and Loan, updated and revised by Consultant Ahmed Medhat Al-Maraghi, Dar Misr for Publishing and Distribution, Cairo, 2020, pp. 171-191.

11 -Abdul-Razzaq Al-Sanhouri, Encyclopaedia of Contracts, op. cit. p. 141, which is the contract that exists independently of another contract, such as a mortgage or guarantee that serves as security for the execution of another contract to which the new contract is subordinate.

12 -Abdul-Razzaq Al-Sanhouri, Encyclopaedia of Contracts, op. cit. p. 143, which is the contract that takes a period of time to execute and its effect is not immediate, such as a sale, for example

13- Abdulrazzaq al-Sanhouri, Encyclopedia of Contracts, op. cit., p. 279. This refers to a contract
in which the contracting party has no right to discuss or negotiate, as such a contract is the result of
fair negotiations between the parties that serve the interests of both without detracting from them.

14- This description, which has been applied to aircraft, is supported by some legal scholars,
including Professor Dr. Samiha Al-Qalyubi. For more information, see: Samiha Al-Qalyubi,
Air Law, Dar Al-Nahda Al-Arabiya, Cairo, 1988, p. 50

to the lessee and may do so, temporarily relinquishing possession of the aircraft's body or structure without this extending to a complete transfer of ownership of the aircraft, in return, the lessee is obligated to pay the agreed-upon rent or consideration and to return the aircraft upon expiration of the of the contract. This gives rise to numerous legal consequences, including those related to the liability of the parties, as we will explain later. Therefore, the lessee (the possessor) has the authority to use and operate the aircraft in a manner that enables him to manage and operate it with greater freedom when the aircraft is leased with its crew. Consequently, any contract that conflicts with the nature of the right granted to the lessee by law and the contract is void. For example, any contract for the sale or mortgaging of the aircraft by the lessee is void, provided that the lessee must enjoy the rights of possession and use to the extent agreed upon without interference from the lessor or any third party throughout the term of the contract; otherwise, this will entail legal and contractual consequences, such as a request to rescind the contract, compensation for damages incurred by the lessee, and any other rights provided for by the contract or the law. Therefore, the operator has the right of planning and the freedom to operate, conduct business, and realize the benefits it seeks.

Therefore, the parties to the contract may specify the period during which the lessee has exclusive use of the aircraft, which is often set forth in this contract, According to the model terms of dry leasing contract for 2026-as cited by the Mega Aviation website- the lease term ranges from five to twelve years for modern aircraft and is shorter for aircraft of average age or older. According to the aforementioned website, many companies benefit from dry leasing, particularly those operating charter flights, cargo flights, and domestic flights, due to the expected long-term costs and flexibility in the overall budget; however, While the rental structure is not suitable for modern and emerging companies and operators who do not have internal capabilities to operate.(15)

Therefore, the freedom of planning and utilizing of the aircraft enjoyed by the operator (lessee) yields real benefits, freeing them from dependence and external control—and the associated consequences and repercussions that could disrupt the operator's plans and programs—especially if the operator is an investor operating with specific plans and visions.

Third: The lessee has the right to manage the aircraft and select the crew

One of the characteristics of a dry leasing contract for an aircraft is that the subject matter of the contract is limited to the airframe alone, without the lessor's obligation to deliver the airframe being accompanied by any other obligation, Therefore, this contract differs from one in which the operator leases the aircraft, its crew, and everything related to it, and the lessee merely pays the flight expenses in exchange for receiving the revenues net of the agreed-upon allowances. Consequently, the dry lease contract has the advantage of transferring numerous financial, legal, and administrative responsibilities to the lessee, which may yield greater profits, although the level of risk is higher in this type of contract, this advantage allows the lessee to select the crew, destinations, and related matters without interference from the owner or lessor, In other words, the lessee has complete freedom in operation, management, direction, supervision, entering into insurance contracts, negotiation, and other matters; thus, the lessee or operator is free to act in all of the aforementioned aspects.

Fourth: Transfer of Legal and Financial Responsibilities to the Lessee.

When an aircraft is leased under a dry leasing, numerous legal and financial responsibilities fall on the lessee, including those related to operating, management, and flight expenses, as well as those related to entering into contracts for operations and maintaining airworthiness in airspace; at that point, the owner (the lessor) in those contracts or obligations‘ Since the contract pertains to the aircraft's airframe, the lessee is obligated to insure the aircraft and its contents, as well as to comply with laws, agreements, and any legislation imposing a specific obligation or duty upon the lessee, subject to civil, legal, or contractual penalties and the operator's (lessee's) liability is based on the fact that the aircraft operates on its behalf and under its supervision and management; consequently, the responsibility to compensate third parties for damages caused to them by the aircraft in its possession naturally falls upon the operator. (16), and the operator may also be obligated to maintain the aircraft if there is an agreement to that effect, although the Jordanian legislature, in Article (53) of the Civil Aviation Law, has assigned maintenance as an obligation of the lessor.

Given the aforementioned characteristics and features, some studies predict significant growth in the aircraft leasing market at a compound annual growth rate of 11.8%, due to the increase in air

15- https://www.mega.aero/ar/journal/financing-dry-lease-aircraft This link, titled "Dry Leasing of Aircraft: Structure, Risks, and Cost Implications," explains the basics of dry leasing to operators and financiers. The link was accessed on September 16, 2026.

16-Abu Zeid Radwan, air law -" the law of Air Aviation", Dar Al-Fikr Al-Arabi, Cairo, 1982 p. (40), and see also: Taher Shawqi Mo'min, Ibid., p. (246).

passenger traffic [17] and companies' desire to expand their fleets, rising aircraft acquisition costs, and occasional delays in the delivery of purchased aircraft.[18]

Section Two: The Legal Reference for Aircraft Leasing contract in Jordan and Aviation Operators position on Dry Leasing

Before addressing the position of airline operators in Jordan regarding dry lease contract for aircraft, we note here that although an aircraft leasing contract is originally subject to the general rules governing lease agreements—as a commercial contract of a mixed nature, given that an aircraft is an intangible movable asset, as we have noted— the specific legal and regulatory nature of this contract requires that it be governed by special legal provisions and rules, In other words, the terms and conditions of an aircraft leasing contract are not limited to those applicable to ordinary lease agreements involving various services and tangible assets; rather, they are subject to special rules, since an aircraft leasing contract requires the aircraft's registration and airworthiness, the obligation to obtain operating permits, liability for resulting damages, insurance covering the aircraft, persons, and cargo, and full compliance with the regulations and requirements imposed by civil aviation authorities—whether in the country where the contract is registered, in the host country, or while flying in the airspace of other countries.

With reference to the legislation governing air transport contracts and contracts for the operation, lease, and charter of aircraft, and in light of the current situation in Jordan, aircraft leasing and other contracts pertaining to aircraft in Jordan are regulated by the provisions of the Civil Aviation Law No. 41 of 2007, in addition to numerous conventions and protocols, including Chicago Convention in 1944, as amended in 1980 specifically Article 83, which transferred safety-related duties and responsibilities from the State of Registry to the lessee or operator, as well as Geneva Convention in 1948 which regulated the right of ownership and mortgage on the aircraft, Likewise, the Guadalajara Convention, adopted in Mexico in 1961, regulated matters pertaining to the legal liabilities of contracting airlines—whether lessors or lessees—as well as the actual operation of leased aircraft, These conventions were followed by the Cape Town Convention in 2001, which established an international framework for securing financing rights related to movable equipment, including aircraft and major leases, as well as the Montreal Convention in 1999.

Jordan is among the countries that rely on chartered aircraft for air transport, according to the Civil Aviation Authority's annual report [19] issued in 2024, as the Authority is the institution authorized to enter into lease agreements with relevant parties pursuant to paragraph (a) of Article (6) of the Civil Aviation Law and the provisions of paragraph (b) of Article (7) of the same law.

Taking advantage of the benefits offered by aircraft leasing agreements, operators in Jordan have, as stated in the aforementioned 2024 annual report, turned to dry leasing for more than 62% of the aircraft registered in the civil aviation fleet in the special registry, The report states that the number of aircraft registered in the civil aircraft registry as of 2024 reached 45, belonging to five operators, led by the national carrier, Royal Jordanian, which, according to the report, had 31 aircraft registered in the national registry, of which 5 are wholly owned and 26 are leased. According to the report, Jordan Aviation has a total of 8 aircraft registered in the Civil Aircraft Registry, of which 4 are owned by the operator and 4 were added to the fleet under a lease agreement. As for the operator Arab Wings, it registered 3 aircraft, one of which is owned by the operator and two of which are leased. As for the operator Solitaire Aviation (Fly Jordan), the report stated that it owns only one aircraft and has no leased aircraft, while the report also noted that there is a private operator that owns two aircraft registered as personal property and likewise has no aircraft under leasing contract.

Based on the foregoing and as stated in the aforementioned report, it is noted that the number of leased aircraft, as recorded in the civil aircraft registry is 28, from this we can infer that operators in Jordan—led by the national carrier, Royal Jordanian—clearly and fundamentally rely on leased aircraft [20], Therefore, we find that dry leasing is the most prominent practice among operators and investors in Jordan's air transport sector.

In our opinion, operators in Jordan resort to dry leasing of aircraft although the use of dry leasing by

17-We recall here that the passenger traffic by air in 2024 was about nine million passengers, a significant increase from in 2020, which was two million passengers that year, as reported on Page 17 of the annual report of the Jordanian civil aviation regulatory authority for the year 2024.

18- Aircraft leasing Market Size, Market Share, Application Analysis, Regional Outlook, Growth Trends, Key Players, Competitive Strategies and Forecasts, 2026 To 2034. Published on the internet by: (RESEARCH and MARKETS - THE world's LARGEST MARKET RESEARCH store)) at the following link, which was visited on 15-9-2026. https://www.researchandmarkets.com/reports/6263705/aircraft-leasing-market-size-market-share

19 In 2007, the Civil Aviation Authority became the legal successor to the Civil Aviation Authority and enjoys financial and administrative independence in accordance with Article 6 of the Civil Aviation Law

20 -See page (33) of the 2024 Annual Report issued by the Civil Aviation Regulatory Authority

operators in Jordan offers advantages such as freedom of action, the ability to select crew and management, and the choice of appropriate destinations, among other benefits, it also carries numerous risks and drawbacks, Among the most notable—in our view—are the lessee's exposure to exorbitant operating costs, market volatility, and financial and legal constraints and difficulties related to operations and regulation, as well as risks associated with recurring global situations and crises that affect air passenger traffic, and the accompanying decline in revenue relative to costs related to aircraft lease payments—which amount to hundreds of thousands annually—as well as costs associated with insurance, operations, salaries for qualified crew members and other staff, landing fees, fuel, and other expenses. All of the above are obstacles that may lead some operators to choose for a wet leasing contract, under which the operator provides passengers and cargo in exchange for a specific commission without bearing any other consequences or risks that would increase their legal and financial burdens.

Chapter Two:

The Legal Provisions Relating to the Obligations of the Leasing contract parties An aircraft leasing contract consists of two parties: the owner (lessor) [21] and the operator (lessee). As noted earlier, the agreement is a contract of exchange that is binding on both parties; Therefore, each party bears legal and contractual obligations and responsibilities, which we will explain in two sections: the first section is devoted to the obligations and responsibilities of the owner (lessor), and the second section discusses the obligations and responsibilities of the operator (lessee), as follows:

Section One:

The Lessor Obligations and Responsibilities

The lessor may be a corporation or a natural person [22], and in all cases, the lessor must be the owner of the aircraft airframe that is the subject of the contract or a lessee who has the right to sublease it under the contract, whether in an original capacity as the owner or as a representative of the owner by legal or contractual authority [23], Furthermore, a dry leasing contract for an aircraft imposes legal and contractual obligations on this party upon the Completing of the contract with the other party, the operator (lessee). In this section, we clarify the obligations and responsibilities incumbent upon the aircraft owner (lessor) under the dry leasing model, which we summarize as follows:

Section 1: Obligation to Deliver a valid airframe for air navigation**:**

Upon the valid conclusion of the lease agreement, the right to use the aircraft must be transferred to the operator [24], at which point the lessor must fulfill its obligation to deliver the agreed-upon aircraft and its accessories in a condition that enables the operator to make full use of it for the intended purpose [25] and the delivery must take place at the agreed-upon time and place, which is the general rule for the performance of obligations [26]. Since the operator's purpose in leasing the aircraft may be to transport passengers, the aircraft must be airworthy, sound, and suitable for that purpose; when the purpose of the lease is to transport cargo, the aircraft must likewise be airworthy and suitable for cargo, This is consistent with the provisions of the Jordanian Aviation Law [27],which reaffirms the provisions of Article 31 of the 1944 Chicago Convention [28], which requires aircraft operators to possess a special certificate attesting that the aircraft is airworthy and that such certificate is valid in the country or countries where the aircraft is registered, Consequently, the lessee must obtain the

21-For more information about who owns the right to rent, see: Abdul Razzaq Al-Sanhouri, mediator in explaining the civil law, op. cit, pp. 37 et seq

22- One of the most famous international companies operating in the field of leasing:

(For more information on who has the right to lease, see: Abdul Razzaq al-Sanhouri, *Al-Waseet fi Sharh al-Qanun al-Madani* [The Mediator in the Explanation of the Civil Code], op. cit., p. 37 ff.

(Among the most well-known international companies operating in the leasing sector are:

(Aer Cap, Air Lease Corporation, SMBC, Aviation Capital, Carlyle Aviation Partners, ORIX Aviation, BOC Aviation, BBAM, Aviation Capital Group, Dubai Aerospace Enterprise (DAE), CDB Aviation, Jackson Square Aviation, Nordic Aviation Capital, Avolon, Merx Aviation, and ICBC Leasing).

Aircraft leasing Market Size, Market Share, Application Analysis, Regional Outlook, Growth Trends, Key Players, Competitive Strategies and Forecasts, 2026 To 2034.

Published on the internet at the following link, which was visited on 15-9-2026, Published online at the following link, accessed on September 15, 2026.

https://www.researchandmarkets.com/reports/6263705/aircraft-leasing-market-size-market-share

23-This is stated in Article 660 of the Jordanian civil code. As provided for in Article 660 of the Jordanian Civil Code.

24-Article 675 of the Jordanian civil code states:"if the lease agreement is valid, the right to use the rent belongs to the tenant".

25-This obligation is established in Article 677 of the Jordanian civil code, which states:"the lessor must hand over the wage and its accessories in a condition that is suitable for the full intended benefit".

26- ".Shoukry Sorour, summary of the general provisions of the obligation in the Egyptian Civil Code, First Edition, 1984-1985 item 12.

27 Article 27 of the Jordanian Civil Aviation Act of 2001 states: "No aircraft may fly in the airspace of the Kingdom unless it holds a valid airworthiness certificate…," and similarly, paragraph (d) of Article 37 states: "No aircraft shall be registered in the National Register unless it has obtained a valid airworthiness certificate

28-Article 31: "Certificate of Airworthiness: Every aircraft engaged in international navigation shall be provided with a certificate of airworthiness issued or rendered valid by the state which it is registered".

document certifying the aircraft's inspection and airworthiness in order to present it to any authority when required; this is the lessor's responsibility. If the lessor fails to provide it to the lessee or if the certificate does not correspond to the aircraft's actual condition, the lessor bears the consequences, which is the fundamental principle in the fulfillment of obligations, as we have noted ,Consequently, the lessor must deliver the leased of aircraft itself in the condition agreed upon, in accordance with the general rules we have referred to and in accordance with jurisprudential opinions. [29] If the lessor fails to deliver the aircraft itself and its accessories as agreed upon and specified in the contract, the lessor bears the consequences thereof and may be held liable for specific performance or compensatory damages for conduct inconsistent with contractual obligations, unless the failure to deliver is due to force majeure or destruction caused by a reason beyond the lessor's control attributable to the lessee-operator.

We note here that the obligation does not end with the delivery of the airframe; rather, the lessor's responsibility for maintenance extends for as long as the aircraft remains in the operator's possession, unless otherwise specified. Therefore, Jordanian legislator requires the lessor to perform the necessary maintenance on the aircraft as long as it remains in the possession of the operator or the lessee, and the lessee must make the aircraft available to the lessor for technical disclosures upon the lessor's request. This is set forth in paragraph (b) of Article (53) of the Jordanian Civil Aviation Law, which states: " The lessor of the aircraft is obligated to conduct technical disclosures and perform maintenance on the leased aircraft during the lease term, and the lessee must make the aircraft available to the lessor for technical disclosures and maintenance"[30].

Among the obligations arising from the commitment to deliver an airworthy aircraft is the requirement that delivery take place at the agreed-upon time, in order to avoid the imposition of civil penalties, such as termination of the contract and compensation for damages incurred by the operator and the like, given that the operator may have entered into contracts for the carriage of passengers, baggage, and cargo pursuant to the agreement, and that a delay in delivery at the specified time may result in the operator's failure to fulfill its obligations to provide transportation services to third parties, thereby causing harm to the operator and exposing it to legal liability and the associated civil penalties.

Section II: Submission of Documents Pertaining to the Aircraft and Its Accessories

It is well known that an aircraft is accompanied by numerous documents required by relevant laws and regulations, such as the certificate of registration and the licenses necessary for transit, movement, and technical readiness, among others, which are usually in the possession of the lessor. The absence of these documents exposes the aircraft and the operator to significant legal and financial risks; therefore, the lessor must deliver all documents to the lessee, given the impossibility of certain leased assets—including leased aircraft—cannot be used unless the operator is provided with the licenses and all necessary documents and records, in accordance with the intent of the contracting parties.[31]

Section III: The Owner's Obligation to Ensure Freedom from Encumbrances

Under a dry lease agreement, possession and the contractual right to use and operate the aircraft are transferred to the lessee for the duration of the lease, while ownership of the aircraft remains with the lessor, and the latter has the right to use, operate, and exploit the aircraft if the contract so permits, Accordingly, the operator must be able to use the leased aircraft undisturbed, and the owner (lessor) must guarantee that neither the owner nor the operator nor[32] any third party[33] will interfere with the operator during the term of the contract and the operator's use of the aircraft itself. This guarantee is part of the aircraft owner's obligation to enable the operator to use the aircraft without any opposition or disruption [34],

The rule requiring a guarantee against interference with the lessee is a general principle established by the legislature in numerous contracts, including lease agreements, As Article 684 of the Jordanian Civil Code requires the lessor to guarantee the validity of the leasing contract pertaining to the leased property, and this naturally applies to the leased aircraft; furthermore, this guarantee against interference by the lessor and against any third party claiming rights to the aircraft that might impede the freedom to use it is not contingent on any other condition, This requires that the lessor be the owner of the aircraft and possess the exclusive right to transfer the right of use to the operator completely free of any encumbrances.

Section Two: the Lessee Obligations and Responsibilities

29-Abdul Razzaq Al-Sanhouri, mediator in explaining the civil law, ibid., pp. 193 et seq

30- This obligation is in accordance with the general principle established in Article (681) of the Jordanian civil code.

31-Abdul Razzaq Al-Sanhouri, the mediator in explaining the civil law, ibid., pp. 207-214.

32- This is a general principle stipulated in paragraph (1) of Article (684) of the Jordanian Civil Code

33- This is stipulated in paragraph (2) of Article (684) of the Jordanian Civil Code

34- Abdulrazzaq Al-Sanhouri, *Al-Waseet fi Sharh al-Qanun al-Madani* (The Mediator in the Explanation of the Civil Code), Part Six: Lease and Loan, p. 285

The lessee often acts as an air carrier, which is legally defined as: "a legal entity engaged in commercial air transport that has obtained a license to operate aircraft or to operate commercial air routes for the transport of passengers, mail, or cargo, whether such routes are international, domestic, or joint, and whether they are scheduled or non-scheduled; this includes national carriers, international air transport organizations, and joint ventures among a group of persons in several countries" [35], whereas an aircraft operator is: "Any natural or legal person who operates, uses, and directs an aircraft through its employees, agents, or subordinates, and whose command authority is subject to its orders, whether acting as an individual or on behalf of another person, and whether the person is the owner, lessee, or possessor of the aircraft".

Since the operator or air carrier leases the means of transport—the aircraft—this imposes upon it numerous obligations and responsibilities specific to this contract, which we will outline in the following sections

Section 1: Obligation to Pay Financial Entitlements to the Lessor

We acknowledge that a leasing contract is a contract of exchange binding on both parties[36], and the lessor is obligated to deliver the structure and its related documents, while the lessee or operator is obligated to pay the agreed-upon financial consideration as rent for the use of the structure, It makes no difference whether the consideration is deferred, paid in advance, paid in installments, or paid in a lump sum or paid all at once; what matters is that it is paid to the lessor [37].

The rent may be subject to any interest or surcharges stipulated in the contract as a result of the operator's delay in paying the rent on time or as a result of improvements requested from the owner and carried out by the operator in exchange for a specific fee or value, Payment of the rent for the use of the aircraft may not be withheld except in cases permitted by law or provided for in the contract, such as a delay in delivering the aircraft to the lessee or the lessee's inability to use it for a reason attributable to the lessor, among the financial obligations payable to the lessor are the damages for which the lessor or a third party is liable in the event of negligence or misconduct, particularly when the aircraft is exposed to harm or damage, given that the aircraft is owned by the lessor and the lessee is obligated to maintain it in the same condition as it was at the time of delivery.

Section II: The Lessee's Legal Responsibilities toward Passengers, Shippers, or Third Parties

Under a dry leasing contract, the lessee must transport passengers, cargo, and baggage at the agreed-upon time and from and to the agreed-upon location, and must deliver the passengers, baggage, and cargo safely and in accordance with the agreement and the bill of lading, bearing liability for any negligence during such transport. Among the obligations and duties incumbent upon the lessee in this type of contract are: Insuring the aircraft and its cargo against accidents and risks; this obligation is imposed by legislation, including Jordanian law in Article 28 (a) (6) of [38] as the general rule is that the operator (lessee) bears liability arising from its own errors and those of its agents for any damage, injury, or loss, and consequently must compensate the injured parties personally; naturally, it is exempt from this liability when the error arises from force majeure or a sudden accident beyond its control or that of its agents.[39]

Operators typically transfer the liability for compensation to the insurance company and the aircraft insurance policy through the operator's Air Operator Certificate (AOC) for the purpose of compensating those harmed by the operator's own actions, the actions of its employees or agents, or by force majeure—provided that the operator was unable to avoid the damage resulting from such force majeure or accident [40], We note here that the lessee

35- (Article 2 of the Jordanian Civil Aviation Law).

36- Al-Sanhouri, *Theory of Contracts*, pp. 126–135. A contract of exchange is one in which the parties exchange benefits and advantages; a contract binding on both parties is a reciprocal contract in which the obligation of one party corresponds to an obligation of the other, and the financial consideration or remuneration is determined by the will of the contracting parties

37 -For more information on the legal provisions regarding rent for leased property, see Articles 663–670 of the Jordanian Civil Code

38 -That article imposed an obligation to insure the aircraft, stating: "No aircraft may be authorized to fly in the Kingdom of Jordan's airspace except in accordance with the following conditions ..... 6. The aircraft must be comprehensively insured to cover the aircraft itself, its crew, passengers, and cargo carried on board, as well as third parties, in accordance with the rules established by the Council".

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(For more on air carrier liability: See: Ibrahim Abdurrahman, "Air Carrier Liability and Its Impact on Compensation," a paper published in the special issue of the 20th International Conference held in Dubai at the United Arab Emirates University, titled "Civil Aviation in Light of National Legislation and International Conventions," April 23–25, 2012. Also available on the following website: www.slconf.uaeu.ae.

See also: Abdulhamid Khalaf Al-Anzi, "The Basis and Cases of Air Carrier Liability," a paper published in the special issue of the 20th International Conference held in Dubai at the United Arab Emirates University, titled "Civil Aviation in Light of National Legislation and International Conventions," April 23–25, 2012. It is also available on the website: www.slconf.uaeu.ae.

40 - Anwar Sultan, *A Summary of the General Theory of Obligations: Sources of Obligations*, University Press,

bears no liability when the damage to a third party, their personal effects, or their cargo is caused by the fault of the injured party themselves [41], Since the operator (lessee) and its crew are liable for any negligence, commission, or contribution to any fault resulting in damage to a passenger or cargo transported during the flight operated by the leased aircraft, the legislature, pursuant to paragraph (a) of Article (42) of the Civil Aviation Law, has required the operator to designate the pilot in command, the co-pilots, and the crew members prior to the flight, In paragraph (b) of that article, the law holds the operator liable for flight operations and for any violation of regulations and laws; and in paragraph (c), it holds the operator jointly and severally liable with the pilot, his co-pilots, and the crew members for any error committed by them during flights.

he Jordanian Civil Aviation Law establishes the operator's (lessee's) liability for damage caused to others as a result of error or negligence in the operation of the aircraft, whether the injured party is inside or outside the aircraft, within the territory of the Kingdom or its airspace, the operator is required to compensate the injured party in accordance with Jordanian law or international treaties in force in the Kingdom[42], and in the absence of specific provisions, the general rules of civil liability apply [43]. The law further provides that the operator, its agents, employees, and any of its affiliates are jointly and severally liable for compensation for damages resulting from the improper operation of the aircraft; however, any of the aforementioned parties may exempt themselves from liability if they prove that they had no connection to the operation and that they performed all duties and took all measures necessary to prevent the operation[44]. Liability may be waived in accordance with subparagraphs (1) and (2) of paragraph (c) of Article 55 of the Civil Aviation Law if it is proven that the damage resulted from force majeure or from the fault of the injured party.

In addition to the foregoing, one of the forms of liability incumbent upon the operator is its liability to pay compensation in the event of any damage resulting from a collision between an aircraft under its operation and another aircraft, or from its aircraft obstructing another, If it is established that both aircraft are at fault, all operators shall be held jointly and severally liable for any damages incurred by third parties, regardless of their nature[45]. However, the Jordanian legislature has determined that, in cases of multiple liable parties, the total compensation awarded may not exceed the amount that would be awarded against a single liable party [46], Furthermore, it is not permissible to waive liability in whole or in part or to stipulate such a waiver in any contract [47]. We find that this regulation of the operator's liability aims to establish balance and justice between the parties so that one party is not unjustly enriched at the expense of the other.

The Montreal Convention, which Jordan has ratified, sets forth the provisions governing a carrier's liability in the event of a passenger's death, injury, or damage to baggage [48] or cargo [49] in Articles 17 through 37, including cases of delay in the delivery of a passenger, baggage, or cargo [50].

Although the Jordanian legislature has referred to the provisions of the aforementioned Convention where no specific text is provided in the Civil Aviation Law, we find that the Jordanian legislature, in the Civil Aviation Law as well as in the general rules contained in the Commercial Code regarding the provisions of the contract of carriage, has not addressed the carrier's liability in the event of a delay, the regulation of which is essential to protect the rights of passengers and shippers, define liability in such cases, and determine fair compensation for the injured party, The Montreal Convention addresses cases of exemption from liability [51] and the amount of compensation in the event of a passenger's death or injury [52], as well as other topics related to liability provisions and procedures for claiming compensation.

What caught our attention here is the text of Article 32 of the Montreal Convention, which states: "In the event of the death of the person liable, an action for compensation may be brought, in accordance with the provisions of this Convention, against the legal heirs of the deceased." From this provision, we see that the international legislator, in the aforementioned text of the Convention, has adopted the concept of a single financial liability for both the deceased person who caused the harm and his or her heirs, this is inconsistent with justice, the principle of the independence of each person's liability from that of others, and the rule that the person who caused the harm is held liable in his or her personal capacity and no one else, unless another party is involved. The

Alexandria; 1998, p. 355 ff.; Abdulrazzaq al-Sanhouri, *Encyclopedia of Contracts*, Part II, 961–968

41- Anwar Sultan, ibid., pp. 359 et seq.

42 -The Montreal Convention applies in Jordan, as provided for in paragraph (c) of Article 56 of the Civil Aviation Law, which states: "The provisions of the Montreal Convention shall apply to damage arising from the operation of an aircraft in the field of domestic commercial air transport, unless they conflict with the provisions of this Act.

43 -Paragraph (a) of Article 55 of the Civil Aviation Act.

44 - Paragraph (b) of Article 55 of the Civil Aviation Act.

45 - Paragraph (d) of Article (55) of the Civil Aviation Law

46 -Paragraph (e) of Article (55) of the Civil Aviation Law

47 - Paragraph (a) of Article (56) of the Civil Aviation Law

48 -See Article 17 of the Montreal Convention signed in May 1999

49 -See Article 18 of the previous Montreal Convention.

50 - See Article 19 of the previous Montreal Convention

51 -See Article 20 of the previous Montreal Convention.

52- See Article 21 of the previous Montreal Convention

legislator should have amended the text to provide that the claim of the injured party is limited to the heirs' share of the estate; for it is not possible, under such circumstances, to seek recourse against the heirs' personal assets, as stated in the text.

Section III: Compliance with the Legal Responsibilities and Duties Required for Operation

One of the most important obligations incumbent upon a carrier or operator engaged in the business of air transport is to obtain the necessary licenses for its operations [53] from the competent authority [54] and in accordance with the operating specifications set by the Authority [55], In Jordan, in particular, a carrier that leases an aircraft must obtain the necessary license to operate in the country before putting the aircraft into service [56], and the license required under the law is: "an approval issued by the Authority containing regulatory terms and conditions pursuant to which operators are permitted to carry out any activity in the civil aviation sector" [57], and this obligation is accompanied by the requirement to complete the registration procedures pertaining to the contract and the operation of the aircraft in accordance with the law in order to enjoy legal protection, we find that the evidence of this commercial contract falls outside the principle of freedom of evidence in commercial matters established in the Jordanian Commercial Code [58], since proof of this contract is established through registration in order for it to be enforceable against third parties and to facilitate the conduct of commercial activities, the conclusion of contracts, and other matters. Furthermore, Jordan maintains a national aircraft registry.

The law requires the Chairman of the Board of Commissioners of the Civil Aviation Authority to establish and oversee the registry and to register aircraft therein in accordance with paragraph (a) of Article 37 of the law; in paragraph (b) of the same article, the legislature mandated that aircraft of Jordanian nationality and those leased for a period of not less than one year be registered in this registry, We note that the leased aircraft referred to here are those covered by a dry lease agreement; however, a wet leasing contract cannot be registered because the aircraft subject to such an agreement is registered in another country. The legislature has prohibited the registration of any aircraft registered in another country or in the international registry from being entered in the aforementioned national registry, and this prohibition is set forth in paragraph (c) of Article 37 of the aforementioned law. Furthermore, in paragraph (a) of Article 52 of the same law, the legislature has prohibited any disposition or arrangement of rights regarding an aircraft unless it is registered in the national registry; in such cases, the operator must hold a registration certificate specifying the limits of the dispositions pertaining to the aircraft and the rights granted to it.

Among the obligations imposed by law on aircraft operators and lessees—whether Jordanian or foreign—is compliance with the Chicago Convention, relevant Jordanian laws, and related international regulations and directives while flying over Jordanian airspace[59], It also requires Jordanian operators and any operator registered in Jordan's National Aircraft Registry to comply with the Chicago Convention and the laws and regulations applicable in any other country's territory while flying over that country's airspace.[60]

Furthermore, Article (29) of the Civil Aviation Law requires the operator to equip the aircraft with the equipment specified in the Chicago Convention, as well as all devices and equipment required by the Civil Aviation Regulatory Authority, additionally, Article (31), as amended by Law No. 9 of 2025, requires; operators and investors to prepare a security program covering airport and air transport procedures, security training, quality control, and related matters, and to submit it to the Chair of the Board of Commissioners of the Civil Aviation Regulatory Authority to proceed with the proper approval procedures.

Furthermore, the Jordanian Civil Aviation Law requires the aircraft operator to insure the aircraft, passengers, baggage, cargo, and funds transported on board. Article 57, in its paragraphs (a), (b), (c), and (d), regulates the insurance obligation and the related procedures, provisions, and documents.

The Civil Aviation Law imposes criminal liability on various parties, including the operator; penalties range up to two years' imprisonment or a fine of up to fifteen thousand dinars for failure to comply with legal requirements and obligations and for failing to obtain the required licenses.[61]

Furthermore, under the Civil Aviation Law, the Jordanian legislature has granted the Board of

53-This is stipulated in paragraph (a) of Article (40) of the Civil Aviation Law, which requires individuals, air carriers, and other entities to obtain a license before engaging in commercial transportation

54- The license is granted to the aircraft operator by the board of Commissioners of the Civil Aviation Authority in accordance with paragraph (L) of Article (12) and Article (40) of the civil aviation law

55- This is decided in Article (44) of the civil aviation law.

56 - Paragraph (F) of Article (40) of the civil aviation code

57-Article (2) of the same previous law

58 - Article 51 of the Jordanian Commercial Code

59- Paragraph (1) of Article (43) of the Civil Aviation Law

60- Paragraph (2) of Article (43) of the Civil Aviation Law

61- Article (60) of the Jordanian Civil Aviation Law

Commissioners of the Civil Aviation Authority the authority to impose administrative sanctions on those who violate the provisions of the law [62], including operators, these sanctions consist of revoking or suspending the carrier's or operator's license for a limited period [63], as well as revoking or suspending the airworthiness certificate [64] or the suspension or revocation of an operating permit [65] and may even include the grounding of an aircraft for a limited or unlimited period[66]

Section IV: Obligation to Maintain the Aircraft and Return It in the Condition It Was In

The lessee, as the operator of the leased aircraft—since the aircraft is in its possession and operates under its direction and supervision—shall use and operate it in accordance with its intended purpose and shall not be negligent in its use [67] and shall instruct its employees to comply with this obligation, ensuring that such use is appropriate and does not result in damage to the aircraft, The lessee must also allow the lessor to conduct periodic disclosures of the aircraft for maintenance purposes, in accordance with the Jordanian Civil Aviation Law and relevant agreements, in addition to the obligation not to overuse the aircraft or exceed the regulations, rules, and operating conditions specific to the leased aircraft [68].

In addition to the obligation to maintain the aircraft—since the aircraft is in the lessee's possession and physically in his custody—these obligations are nothing more than a legal duty requiring the lessee to return the aircraft in the same condition as when it was leased, as the lessee holds only the right of use under the contract; otherwise, the lessee bears the consequences thereof, unless the leasing contract specifically stipulates that the aircraft must be returned in a particular condition or with specific characteristics, given that the contract is the law between the contracting parties. Each party may set whatever conditions it wishes, provided they do not violate fundamental principles or the law, subject to the other party's consent, and provided that the terms agreed upon by both parties are included in writing in the contract, in accordance with the lease agreement's requirement for registration as an essential element for the contract's validity and as evidence, as previously explained, and to ensure the protection of the rights of both parties and third parties throughout the term of the leasing contract

Section V: Legislative Gaps in the Jordanian Legal Framework

The analysis of the Jordanian legal framework demonstrates that, although Jordanian legislation provides general rules governing aircraft leasing, it does not comprehensively address all the legal consequences and specific requirements associated with dry leasing of commercial aircraft. The existing provisions are therefore required to be interpreted in conjunction with the general rules of the Civil Code, the Commercial Code, and the applicable international conventions.

In particular, greater legislative clarity is required regarding the allocation of responsibilities between the lessor and the lessee/operator. This is especially relevant to matters relating to aircraft maintenance, airworthiness, registration, insurance, operational control, and liability toward passengers, cargo interests, and third parties. The absence of sufficiently detailed provisions may create uncertainty concerning the respective responsibilities of the parties and may increase reliance on contractual arrangements to address matters that have significant legal and regulatory consequences.

The analysis also indicates that the legal framework would benefit from clearer coordination between the general contractual rules and the specialized provisions of aviation law. Such clarification would help distinguish between the obligations arising directly from legislation and those that may be allocated between the parties through the lease agreement, while ensuring compliance with mandatory aviation requirements.

Accordingly, the development of clearer legislative provisions governing dry aircraft leasing would enhance legal certainty, clarify the respective rights and obligations of the lessor and lessee/operator, and provide greater protection for the contracting parties and third parties affected by aircraft operations. Such legislative clarification would also contribute to ensuring that the Jordanian legal framework remains responsive to the practical requirements of the aviation sector.

CONCLUSION

Having concluded our examination of the rules governing dry lease agreements, we have reached several conclusions, the most notable of which are as follows:

1. It was found that Jordanian operators, including the national carrier, rely heavily on aircraft

62 -Paragraph (b) of Article (62) of the same law
63- Item (1) of Paragraph (b) of the preceding article
64- tem (2) of Paragraph (b) of the preceding article
65- Item (3) of Paragraph (b) of the preceding article
66 - Item (5) of Paragraph (b) of the preceding article
67 - Taher Shawqi is a believer, Ibid., p. (264), and see also: Hanan Kamal al-Din Jamal dhaban, and Atef Muhammad Hussein Abu hurbid. (2015) (financial leasing contract and its contemporary applications: a fiqhi study) (unpublished master's thesis). Islamic University (Gaza), Gaza. P (88) retrieved from http://search.mandumah.com/Record/695166
68- Hamdallah Mohamed Hamdallah, the legal system of aircraft leasing, Dar Al-Nahda Al-Arabiya-Cairo, 2000, p. (6).

leased from international entities and companies, according to a report by the Civil Aviation Regulatory Authority. Operators may benefit from the advantages and characteristics offered by this type of contract, while not overlooking the drawbacks of such contracts that arise during the course of transportation operations.

2. Jordanian legislator have established the general framework for dry leasing contract; however, we found that Jordanian legislation—specifically the Civil Aviation Law—does not adequately regulate dry lease agreements, particularly given that this type of contract is predominant in the operations of airlines and transport companies in Jordan.
3. The Jordanian legislator has not fully regulated, in the Civil Aviation Authority Law, the liability of the parties to a leasing contract as the Montreal Convention has done, particularly in cases where the liability of the owner overlaps with that of the operator, and we find that the legislator has referred us to the application of the Montreal Convention, which itself is in need of amendment, particularly with regard to liability arising from errors and damages committed by the carrier and its agents.
4. The Jordanian legislator has not addressed the provisions regarding the liability of the operator (lessee) or the carrier in the event of a delay in the delivery of passengers, baggage, or cargo, but has instead referred us to the provisions of the Montreal Convention; we find it necessary to address these provisions in the Civil Aviation Law or the Commercial Code, given the importance of protecting the rights of this group.

RECOMMENDATIONS

1. The researcher recommends that Jordanian lawmakers enact a legislative amendment to the Civil Aviation Regulatory Authority Law to address the gaps in the provisions and procedures governing dry leasing contract, particularly in light of the tremendous technological and industrial advancements and given the unique nature of such agreements, which are not addressed by the general rules set forth in the Civil Code and the Commercial Code—which contain only general provisions— which do not encompass the specifics of dry leasing contract for aircraft and the associated provisions, terminology, and procedures—all of which require more comprehensive and clearer legislation than is currently provided for in ordinary legislation.
2. The researcher recommends that international legislators amend the text of Article 32 of the Montreal Convention, which states: “In the event of the death of the person liable, an action for damages may be brought, in accordance with the provisions of this Convention, against the legal heirs of the deceased.” The amendment should specify that the injured party may seek recourse against the heirs to the extent of the share of the estate they have inherited from the decedent who caused the damage to the passenger, their luggage, or the cargo; it is not possible, under the current text, to seek recourse against the heirs’ personal assets.
3. The researcher recommends that Jordanian legislators regulate the provisions regarding the liability of the carrier and the operator in the contract of carriage for cases of delay in the delivery of a passenger or cargo, particularly when the destination is Jordan, by adding legal provisions to the Civil Aviation Act or the Commercial Code—specifically the section pertaining to the contract of carriage—that govern charter arrangements to safeguard the rights of the passenger, the shipper, and the consignee.
4. The researcher recommends intensifying economic and legal studies and research on the subject of this study and attempting to gain a deeper understanding than that of specialists regarding the advantages and disadvantages, as well as identifying the benefits it provides and supporting the Jordanian airline fleet in a way that generates financial returns that bolster market activity and air travel by creating new destinations that alleviate the difficulties faced by travelers.

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