

Insights / Aviation Law / October 2026

Repossessing an aircraft under Irish law

From the default notice to deregistration and export. The steps in order, and the points at which they most often go wrong.

By Robert Bourke, Principal Solicitor and Notary Public

Before the default

The outcome is decided on the day the lease is signed

Repossession is an exercise in using rights that were put in place at closing. Four of them matter most.

1 The international interest, registered on the International Registry under the Cape Town Convention.

2 The irrevocable deregistration and export request authorisation, signed and recorded with the aviation authority.

3 A deregistration power of attorney, held as a second line of defence.

4 The lease itself. Its events of default, termination mechanics and redelivery obligations.

Step one

Get the termination right

The right to repossess depends on a valid termination, and that depends on an event of default that has in fact occurred. A lessor that terminates on a ground it cannot make out is itself in repudiatory breach.

THE STANDING WARNING

Peregrine Aviation Bravo v Laudamotion

[2023] EWHC 48 (Comm) · Commercial Court, London

Lessors terminated four leases. The court held that none of the events of default relied upon had occurred. The lease's own delivery procedure had not been followed and required documents had not been tendered. Every claim failed, and the guarantor was not liable.

Test the default against the words of the lease before the notice goes out, not afterwards.

Step two

Possession, then deregistration

POSSESSION

No court order is ordinarily required

Cape Town Convention, as declared by Ireland

On default a lessor may terminate and take possession or control without the leave of the court. The first objective is a consensual grounding and the handover of the technical records. Self help ends where a breach of the peace begins.

DEREGISTRATION AND EXPORT

Possession is not enough if the aircraft cannot move

The recorded authorisation is the key document

The aviation authority acts on the request of the creditor named in the authorisation. How quickly depends on how faithfully the state of registration applies the Convention. Some act within days. Others have required a local court order.

What stands in the way

Claims that rank ahead of the owner in practice

1 Navigation charges, including Eurocontrol. A statutory right to detain and sell, which can reach across the operator's fleet.

2 Airport charges. The airport may detain the aircraft until they are paid.

3 Maintenance liens. An unpaid repairer may hold the airframe or an engine.

4 Engines installed on another airframe, or lying in a workshop.

5 Missing technical records, without which the aircraft is worth a fraction of its value.

Establish what is owed before the aircraft is moved, not at the gate.

When it is contested

The High Court and the operator's insolvency

60

days. The waiting period under Alternative A, after which the aircraft must be given up or all defaults cured

2017

the year Ireland applied Alternative A, which binds an examiner as it does a liquidator

The Convention entitles a creditor that shows default to speedy relief pending trial. Orders are available for the preservation, possession, custody and immobilisation of the aircraft. An injunction can restrain the operator from flying it out of the jurisdiction or removing engines and records.

The protection on insolvency is available only where the international interest was registered first.

A working order of events

Eight steps, in this order

Before termination	On termination
Confirm the registrations, the authorisation and the power of attorney.	Seek a consensual grounding, with an application for interim relief ready.
Locate the aircraft, the engines and the records.	Put insurance in place from the moment risk passes back.
Analyse the default against the lease and serve the notices it requires.	Take possession, secure the records and present the deregistration request.
Establish what is owed to airports, navigation authorities and repairers.	Then pursue the operator and the guarantor, and remarket.

The full analysis, with authorities, is on our website

Robert Emmet Bourke & Co. advises lessors, financiers and operators on aircraft finance, leasing and related disputes.

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This briefing is for general information only and does not constitute legal advice. It states the position as understood in October 2026. The steps available in any case depend on the lease and security documents and on the law of the place where the aircraft is located and registered. Robert Emmet Bourke & Co. Solicitors is regulated by the Law Society of Ireland.