

## Decision 24/2017 Travel Agency Commissioner - Area 2

Andreas Körösi  
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### **Applicant: International Air Transport Association (IATA)**

King Abdullah II Street, Al Shaab Roundabout  
Business Park, Building GH8

P.O. Box 940587  
Amman 11194 Jordan

### **Respondent: MAALIM FOR TRAVEL & TOURISM HAJJ & UMRAH SERVICES**

IATA Code # 94-2 1171  
Yemen

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#### **NOTE:**

This summarized decision is being posted as the Parties have received it. Occasional requests for clarification are not posted. However, should any Stakeholder requests it, a copy of such clarification will be sent to her/him.

#### **Decision:**

The request to open a review comes from IATA with the objective to encash a financial security held on behalf of **MAALIM FOR TRAVEL & TOURISM HAJJ & UMRAH SERVICES** (referred to herein after as "the Agent").

After having analysed all the Parties' statements and, also, having revisited the statements done in March and April of 2015, below is the summarized version of the facts of the case:

- The Agent was defaulted in January 2015 due to unsettled ADMs and unsettled charges as debt to IATA;
- The Agent has timely (in January 2015) settled all outstanding amounts to IATA;
- The Agent has timely **disputed the 48 ADMs** constituting "the ADM debt";
- IATA asks to encash on behalf of *Turkish Airlines* ("TK");
- These ADMs, according to a statement done by the Agent, supported by evidence, can be traced to tickets issued 2 years earlier, and part of a

larger (approximate 150) amount of tickets, which had been accepted to be paid by the same credit card which "now" was rejected by TK;

- The above statements were NOT DISPUTED BY TK at the time of the review.

Conclusion:

1. Based on the facts above, and lacking response from TK, IATA is not allowed to encash any existing financial security for the purpose to cover these disputed ADMs issued by TK.
2. IATA has the possibility to inform TK and should TK provide evidence of the opposite within the next 15 days, I will "reopen" the case.
3. IATA is not entitled to terminate the PSAA, based solely on this alleged debt.

**This Decision is effective as of today.**

Decided in Stockholm, on June 13<sup>th</sup>, 2017

Andreas Körösi  
Travel Agency Commissioner  
IATA-Area 2

In accordance with Res 820e § 2.10 any Party may ask for an interpretation or correction of any error in computation, any clerical or typographical error, or any error or omission of a similar nature which the Party may find relevant to this decision. The time frame for these types of requests will be maximum 15 calendar days after receipt of this decision. Meaning as soon as possible and **not later than June 28<sup>th</sup>, 2017.**

Please also be advised that, unless I receive written notice from either one of you **before** the above mentioned date this decision will be published in the Travel Agency Commissioner's secure web site, provided no requests for clarification, interpretation or corrections have been granted by this Commissioner, in which case the final decision will be posted right after that.

Please note that if after having asked for and obtained clarification or correction any Party still considers aggrieved by this decision, as per Resolution 820e §4, the Party has the right to seek review by Arbitration in accordance with the provisions of Resolution 824 §14.

Please let me know if any of the Parties requires a signed hard copy of this decision and I will send one once the time for "interpretation or correction" has elapsed.