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1. Which government authority in your country has primary responsibility for the regulation of aviation and the registration of aircraft?

The “Autorité Nationale de l’Aviation Civile” (ANAC).

2. Can foreign-owned aircraft be registered on your national aircraft register, for example when leased to an airline based in your country?

A foreign owned aircraft can be registered on the national aircraft register if the aircraft is subject to a lease agreement to an airline based in Cote d’Ivoire. An Aircraft registered in a foreign country cannot be used here beyond three (3) months by an Ivorian entity without being registered in Côte d’Ivoire.

3. Are there any limits/restrictions on the age of the aircraft that may be registered or operated in your country?

No, there is no age limitation but in the registration process of the aircraft, the condition of the aircraft will be reviewed by ANAC.

4. Who is entitled to have their interests recorded on your national aircraft register?

The owner of the aircraft, its lessor and a lender holding a mortgage over an aircraft registered in Cote d’Ivoire.

5. Would a mortgage governed by a foreign law over aircraft and/or engines be recognised in your country?

Potentially. The law expressly provides that a Mortgage would be recognised and enforced in Cote d’Ivoire – see (8) below and 1948 Geneva Convention requirements.

6. To be recognised under your laws, must a lease or mortgage over an aircraft and/or engines be in a particular form or language, are there any special terms that it must contain and/or must it be registered or filed anywhere?

The law does not require any particular form or language, only a written deed of Mortgage is required which clearly specifies or describes each item covered by the mortgage.

7. If an engine owned by a third party is installed on an aircraft, would your country’s law treat that engine as being subject to the same ownership as the aircraft itself? In other words is there a risk that by physical installation, the engine owner loses its title to the engine or that the engine becomes subject to any mortgage which exists over the aircraft on which it is installed? Would a nameplate fixed on the engine, confirming its separate ownership, make any difference?

The law recognises the possibility that an engine and an aircraft may be subject to different ownership. See further 1948 Geneva Convention. Wherever practicable, the rights of a different engine owner should be registered. A name plate fixed on the engine confirming its separate ownership would be prudent.

8. Has your country ratified and brought into force any of the following aviation related

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conventions: 1944 Chicago Convention, 1948 Geneva Convention and 2001 Cape Town Convention (with its Aircraft Equipment Protocol)?

Cote d'Ivoire is party to the 1944 Chicago Convention and 1948 Geneva Convention but not the 2001 Cape Town Convention.

9. Does the local civil aviation authority provide assurances to lessors and financiers as to prompt deregistration of the aircraft (for example the IDERA under the Cape Town Convention)?

Not that we have seen. There is no such mechanism under the Civil Aviation Code of Cote d'Ivoire and Cote d'Ivoire has not ratified the Cape Town Convention.

10. Are powers of attorney from a local airline in favour of a lessor or mortgagee likely to be effective to allow the lessor or mortgagee to deregister the aircraft? Can such powers be irrevocable, be governed by a foreign law and/or do they need to be in any particular form for local recognition?

Yes, Powers of attorney can be effective and allow the lessor or mortgagee to deregister the aircraft. Such powers of attorney can be governed by a foreign law. A power of attorney to deregister the aircraft can be irrevocable.

11. Are there any charges which would have to be paid before an aircraft can be deregistered from your national register (e.g. local air navigation fees)?

Yes, fees due to ANAC.

12. Would courts in your country generally uphold a choice of law and jurisdiction clause in an aircraft lease or loan document entered into between commercial parties?

Yes, our courts in contractual matters generally recognise the applicability of the law and jurisdiction chosen by parties.

13. If the lease is terminated for lessee default, would the lessor be entitled to repossess (by taking physical possession) of the relevant aircraft or engine or does it need the prior permission or order of a local court or agency?

The lessor would be entitled to repossess the aircraft or engine as a result of the termination of the lease agreement though if Lessee objects or retains possession of the equipment a Court order will be needed.

14. In clear cases of a lessee default is there an effective summary procedure or interim relief available in your courts allowing lessor prompt repossession of the aircraft? Would security be required to avail of such process?

There is not a specific procedure for aircraft but a general speedy procedure may be used to ensure prompt repossession. Security is not required to avail of such process since the repossession is based on the termination of lease agreement.

15. What is the procedure for a lender to enforce a mortgage over the aircraft or engine in your country when the borrower is in default? For example must the aircraft be sold by the court or can the lender itself take possession and arrange a sale?



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The aircraft is sold under the control of the Court; the possibility for the lender itself to take possession and arrange the sale is not permitted. The mortgagee can apply to the court for an auction.

16. Do the courts in your country have experience of repossession / foreclosure action involving aircraft? If so, please provide some details and indicate the time such proceedings generally would be expected to take from start to finish.

Yes. A speedy procedure (see 14 above) may be available in clear cases, in which case the timeline would be from one week to four weeks.

17. Where an aircraft is leased to (i.e. not owned by) the airline operating it, can that airline create liens or encumbrances over the aircraft for example if it fails to pay suppliers, airport charges or maintenance providers? If so, would the existence of any such liens (e.g. in respect of unpaid airport charges) prevent an owner or mortgagee from repossessing the aircraft?

An airline operating an aircraft on lease is not entitled to create liens or encumbrances over the aircraft, so long as the airline does not own the aircraft. In practice there is a risk that unpaid suppliers might seize the aircraft to secure payment of their debt owed by the airline. The owner would then need to provide evidence of its ownership to seek the release of the aircraft.

18. Are there any circumstances under your country's laws where a non-operating lessor, owner or a mortgagee could be held liable for damage caused by the aircraft whilst operated by an airline, even if there is no fault on the part of lessor, owner or mortgagee?

The lessor and the operator could be jointly liable if the lease is not registered with ANAC. If the lease is registered, liability of the lessor would require evidence of fault committed by the lessor.

19. Are there any legal requirements in relation to insurance and/or reinsurance of an Aircraft registered in or operated to/from/within your country? For example is there a minimum liability insurance amount required and must some or all of the cover be taken out with local insurers?

The provisions relating to insurance are stated in general terms. The law provides that any aircraft operator is required to purchase a policy covering civil liability in case of accidents, particularly with regard to the crew, passengers, baggage, cargo, mail and third parties pursuant to provisions of relevant international conventions. The law itself does not otherwise require a minimum liability amount.

20. Are there any other specific issues arising under your country's laws that you feel a lessor or financier of aircraft or engines ought to be aware of when considering whether to lease or finance an aircraft to be based or registered in your country?

Note that mortgages are registered for 10 years. Beyond 10 years, a mortgage whose registration is not renewed will be void.