

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

A national agency in charge of civil aviation called ANAC. This agency is operating under the authority of the Ministry of Transport.

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

Yes if the foreign owner has his place of residence in Mauritania or if it is a company registered in Mauritania. Otherwise derogation granted by local authorities (Transport department) is required.

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

No at our knowledge

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

Owner, buyer, mortgage creditor, lessor

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

In the principle, yes

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 lease has to be made by a written form and pre-approved by the Mauritanian administration in charge of civil aviation. The mortgage must be recorded in the aircraft register.

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?

No in so far as third party ownership is evidenced. A mortgage contract should also describe the parts of the aircraft which are subject to that mortgage.

8. Has your country ratified and brought into force any of the following aviation related conventions: 1944 Chicago Convention, 1948 Geneva Convention and 2001 Cape Town Convention (with its Aircraft Equipment Protocol)?

1944 Chicago Convention: yes

1948 Geneva Cnvention: yes

2001 Cape Town Convention: not yet

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 to my knowledge.

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 but note a power of Attorney has to be in compliance with local laws (a power for an unlimited time is not acceptable) and must not be contrary to local public order, even if governed by foreign law

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)?

Administration registry fees

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, it is a main principle in Mauritanian international private law.

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?

Yes for such repossession provided the agreement includes a specific clause related to this kind of termination and there is no dispute regarding the matter. If repossession is disputed, it would have to be submitted for resolution by the court having jurisdiction over the case.

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?

Yes, we have in Mauritania the "referé" procedure that allows parties to have legal decision pertaining to repossession in a short time. There is no requirement in general to provide security, unless there are grounds for doubting the case presented by the claimant and a probability of damage to the lessee.

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?

The arrest of the aircraft will be obtained as the first step. Then the process would be through a sale by auction under the court authority.

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.

We are not aware of any similar legal action here in Mauritania. Our experience of litigation procedure leads to think that proceedings will take a long time (several months minimum and one to two years in case of objections raised by counterparties)

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?

No contractual liens or encumbrances over the aircraft can be created by the lessee.

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?

I am not aware of this being an issue in Mauritania.

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?

Insurance is required but it is not necessary to place with local insurers

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?

No.