

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

The Minister in charge of transport, specifically the Civil Aviation Department ("Direction de l'Aéronautique Civile": "DAC")

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

Yes. Foreign-owned aircraft can be registered on our national aircraft register, for example when leased to an airline based in Morocco.

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

No, there are no limits/restrictions on the age of the aircraft that may be registered or operated in Morocco.

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

Generally lessors and lender to registered airlines.

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

No because the judicial enforcement of such a mortgage must necessarily to be undertaken before Moroccan courts and in compliance with Moroccan laws.

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?

A lease or a mortgage over an aircraft and/or engines can be in any form or language, but preferably in Arabic, French or English language. There are no special terms that it must contain. It must it be registered with the DAC mortgage registrar.

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?

Yes. Moroccan law would treat that engine as being subject to the same ownership as the aircraft itself, except when the engine lease contract is registered with local trade registrar where the lessee airline is located. Note the DAC does not register leased engines. Affixing nameplates is a good practical step but better protection under law is afforded by registration of the engine lease with the local trade registrar.

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)?

Yes for Chicago and Geneva conventions only.

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)?

No. DAC is generally reluctant to provide such assurances.

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 and the practice here is to require them. There is a risk that such power of attorney will not be effective in practice where the grantor of the power for example challenges in court the right of the lessor / mortgagee to terminate the agreement and /or deregister the aircraft.

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)?

The creditors of the lessee should be informed about such a deregistration and they may oppose such deregistration until payment of any outstanding debt.

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. Moroccan courts generally uphold a choice of law and jurisdiction clause in an aircraft lease or loan document entered into between commercial 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?

A summary judicial repossession proceeding would be necessary in order for the lessor to be entitled to repossess (by taking physical possession) of the relevant aircraft or engine.

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. Please see above in point 13 and in clear cases (where lessor/owner right to the aircraft is clearly proved) no security would be required to avail of such summary process. However, lessee can lodge an appeal against any repossession summary judicial order and the court may consider a requirement of security from lessor should the entitlement to possession be unclear on the facts.

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?

A judicial auction sale of the asset is necessary. The process is lengthy and generally considered less than optimal. A judicial auction sale is the only way to enforce a mortgage.

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.

Not that we are aware of.

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 because a lessee cannot create any securities on an asset which is owned by another person. That is not to say that unpaid creditors may not try to interfere with a smooth repossession or deregistration (see 11 above).

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?

Moroccan law provides that the operating airline is solely held liable for damage caused by the aircraft.

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?

Generally, Moroccan insurance law provides for Moroccan insurance for any asset located in Morocco. Some exceptions are accepted, among others for airlines when high ranked insurance coverage is required by lessors, lenders etc. There a minimum liability insurance amount required to be insured locally; the balance of the cover can be taken out with foreign insurers/reinsurers.

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?

It is important that the contracts and underlying security are properly registered in a timely fashion. The DAC does not advise or assist lessors/lenders with this process. Specifically when the transfer of such contract or security is to be implemented, it is strongly recommended that the transfer and related / updated documents are promptly registered to minimise potential issues later, whether in a routine redelivery or a judicial repossession.