This paper is inspired by a European Court of Justice judgment, which has applied the 1999 Montreal Convention to a relation between an air carrier and a person who had purchased tickets for two passengers. In this paper it is said that the party of a contract for transferring a passenger cannot be other than a passenger; therefore it is not admissible a contract of transport when the contract is drawn up not by the passenger but by a third party who is not transferred and is acting on one’s own. In the case judged by the Court of Justice, the person who purchased the tickets for the passengers has acted as an agent with representative power. In conclusion, the Montreal Convention cannot apply to the relation between the carrier and a party who has bought the ticket but is not a passenger.

(*) Relazione svolta il 28 giugno 2017 al «Congreso internacional de derecho aeronáutico», tenutosi a Madrid nella Facultad de derecho dell’Università Complutense de Madrid.