

PANORAMIC

AVIATION LIABILITY

Japan

 LEXOLOGY



Aviation Liability

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Generated on: August 27, 2026

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APPLICABLE TREATIES

Major air law treaties

To which major air law treaties related to carrier liability for passenger injury or death is your state a party?

Japan is party to:

- Montreal Convention (1999) – ratified in 2003;
- Warsaw Convention (1929) – ratified in 1953, and its amending instruments of Hague Protocol (1955) – ratified in 1967 and Montreal Protocol 4 (1975) – ratified in 2000; and
- Tokyo Convention (1963) – ratified in 1970.

Law stated - 1 Jan 2026

INTERNATIONAL CARRIAGE – LIABILITY FOR PASSENGER INJURY OR DEATH

Montreal Convention and Warsaw Convention

Do the courts in your state interpret the similar provisions of the Montreal Convention and the Warsaw Convention in the same way?

Japanese courts generally interpret the similar provisions of the Montreal Convention and the Warsaw Convention in the same way. By way of example, when interpreting the two-year limitation of the period for bringing an action set forth article 35(1) of the Montreal Convention, a district court takes into consideration the discussions made at the time of the enactment of the Warsaw Convention with respect to the similar provision of the Warsaw Convention (eg, article 29(1)) (Osaka District Court, 12 December 2012, Hanrei Jiho Vol. 2203, p.92).

Law stated - 1 Jan 2026

Montreal Convention and Warsaw Convention

Do the courts in your state consider the Montreal Convention and Warsaw Convention to provide the sole or exclusive basis for air carrier liability for passenger injury or death?

In principle, Japanese courts treat the Montreal Convention and Warsaw Convention as the exclusive basis for air carrier liability for passenger injury or death. However, exceptions exist. A notable example is a decision by a district court (Osaka District Court, 12 December 2012, Hanrei Jiho Vol. 2203, p.92), which did not apply the two-year limitation period set forth in article 35(1) of the Montreal Convention under the relevant facts of the case, prioritising the protection of passenger's interests who sued an airline after getting injured during the flight due to turbulence.

Law stated - 1 Jan 2026

Definition of "carrier"

In your state, who is considered to be a "carrier" under the Montreal and Warsaw Conventions?

In general, both contracting carrier and actual carrier are considered to be a 'carrier' under the Montreal Convention. Turning to the interpretation of a 'carrier' under Warsaw Conventions, a case law exists, where the court denied the liability of the actual carrier under Warsaw Conventions when both contracting carrier and actual carrier were involved in a transaction (Tokyo District Court, 1985, Hanrei Jiho No. 1211, p. 120). On a related note, there is also a case law (Tokyo District Court, 13 October 1999, Hanrei Jiho No. 1719, p. 94) that indicates that, while the contracting carrier is generally solely liable, the actual carrier would be also liable if the parties have an intention to treat the contract with the contracting carrier and the contract with the actual carrier as a single contract.

Law stated - 1 Jan 2026

Carrier liability condition

How do the courts in your state interpret the conditions for air carrier liability – "accident", "bodily injury", "in the course of any of the operations of embarking or disembarking" – for passenger injury or death in article 17(1) of the Montreal Convention and article 17 of the Warsaw Convention?

'Bodily injury' – there is a case law, where a court held that 'bodily injury' includes the mental injury suffered by passengers (Tokyo District Court, 16 July 1997, *Hanrei Times* Vol. 949, p.255)). We note, however, that this case involved a passenger's death and accordingly it is not clear from the case law whether the sole mental injury caused by an accident without incurring any bodily injury or death still constitutes 'bodily injury' in the application of Montreal Convention or the Warsaw Convention.

The Tokyo High Court held that 'in the course of any of the operations of embarking or disembarking' means 'the period during which the possibility of special hazards inherent in air transportation arising from various operations for boarding passengers onto the aircraft, namely, from the time passengers pass through the ticket gate and enter an apron area until they leave an apron after landing' (Tokyo High Court, 24 March 1965, *Kominshu* Vol. 18-2, p.188).

'Accident' – no prominent case law exists on this point.

Law stated - 1 Jan 2026

No negligence defence

How do the courts in your state interpret and apply the "no negligence" defence in article 21 of the Montreal Convention, and the "all reasonable measures" defence in article 20 and the "wilful misconduct" standard of article 25 of the Warsaw Convention?

Japanese courts use a subjective standard in applying 'willful misconduct' standard of article 25 of the Warsaw Convention (after amended by Hague Protocol (1955)). More specifically, the courts held that to meet the requirement of 'recognising that damage might occur', a pilot is required actually not to recognise the risk of damage (ie, it does not suffice if a pilot should have recognised the risk of damage, but he or she actually did not) (Nagoya District Court, 26 December 2003, Hanrei Jiho Vol. 1854, p. 63; Nagoya High Court, 28 February 2008, Hanrei Jiho Vol. 2009, p. 96).

No prominent case law exists with respect to the 'no negligence' defence in article 21 of the Montreal Convention and the 'all reasonable measures' defence in article 20 of the Warsaw Convention.

Law stated - 1 1 2026

Advance payment for injury or death

Does your state require that advance payment be made to injured passengers or the family members of deceased passengers following an aircraft accident?

No.

Law stated - 1 1 2026

Deciding jurisdiction

How do the courts of your state interpret each of the jurisdictions set forth in article 33 of the Montreal Convention and article 28 of the Warsaw Convention?

Japanese courts generally recognise the exclusive jurisdiction provided by the Montreal Convention and the Warsaw Convention, denying jurisdiction permitted only under Code of Civil Procedure of Japan (Act No. 109 of 1996) (eg, Tokyo District Court (interim decision), 23 June 1987).

However, this approach has not been consistent. In a case where multiple victims of a plane crash brought damage compensation claims against the airline and the airplane manufacturer in a Japanese court, the court recognised its jurisdiction over all the victims even if the court did not have jurisdiction over some of the victims under the Warsaw Conventions, holding that this would reduce the defendant's burden of defending multiple lawsuits (Nagoya High Court, 28 February 2008, Hanrei Jiho Vol. 2009, p. 96).

Law stated - 1 1 2026

Period of limitation

How do the courts of your state interpret and apply the two-year period of limitations in article 35 of the Montreal Convention and article 29 of the Warsaw Convention?

In general, Japanese courts strictly apply the two-year period of limitations in article 35 of the Montreal Convention and article 29 of the Warsaw Convention. However, under special circumstances where the court finds it necessary to prioritise the protection of passenger's important interests, the two-year period of limitations might not be strictly applied. By way of example, the court did not enforce the two-year period of limitations when a passenger injured during a flight due to turbulence demanded compensation outside the court proceedings before initiating litigation, and had a psychological challenges in forming a litigation strategy (Osaka District Court, 12 December 2012, Hanrei Jiho Vol. 2203, p.92).

Law stated - 1 1 2026

Liability of carriage

How do the courts of your state address the liability of carriage performed by a person other than the contracting carrier under the Montreal and Warsaw Conventions?

With respect to the Warsaw Convention, there exists case law where the court denied the liability of the actual carrier when both contracting carrier and actual carrier were involved in a transaction (Tokyo District Court, 1985, Hanrei Jiho No. 1211, p. 120). On a related note, there is also a case law (Tokyo District Court, 13 October 1999, Hanrei Jiho No. 1719, p. 94), which indicated that, while the contracting carrier is generally solely liable, the actual carrier would be also liable if the parties have an intention to treat the contract with the contracting carrier and the contract with the actual carrier as a single contract.

Law stated - 1 1 2026

DOMESTIC CARRIAGE – LIABILITY FOR PASSENGER INJURY OR DEATH

Governing laws

What laws in your state govern the liability of an air carrier for passenger injury or death occurring during domestic carriage?

The liability of an air carrier for passenger injury or death occurring during domestic carriage is governed by Commercial Code (Act No. 48 of 1899) and Civil Code (Act No. 89 of 1896).

Law stated - 1 1 2026

Nature of carrier liability

What is the nature of, and what are the conditions for, an air carrier's liability?

The air carrier's liability arising from passenger injury or death will be fault-based (ie, negligence). To avoid liability, an air carrier must prove that it did not neglect to exercise due care in transporting the passenger (article 590 of the Commercial Code).

Law stated - 1 1 2026

Liability limits

Is there any limit of a carrier's liability for personal injury or death?

No. In general, any special agreement that makes an air carrier subject to a release from or reduction in the liability for passenger injury or death is null and void (article 591, paragraph 1 of the Commercial Code). Such release or reduction in the liability is only permitted when transporting passengers in the event of a large-scale natural disaster or transporting passengers who have a material risk of injury or death arising from such transportation (eg, transportation of a terminally ill patient) (article 591, paragraph 2 of the Commercial Code).

Law stated - 1 Jan 2026

Main defences

What are the main defences available to the air carrier?

Apart from denial of passenger's factual allegations, the main defences to a claim arising from passenger injury or death would be a 'no negligence' defence and comparative negligence.

Law stated - 1 Jan 2026

Damages

Is the air carrier's liability for damages joint and several?

For example, if the aircraft manufacturer is also at fault for an accident as well as the air carrier, the air carrier and the manufacturer will bear joint and several liability.

Law stated - 1 Jan 2026

Rule for apportioning fault

What rule do the courts in your state apply to apportioning fault when the injury or death was caused in whole or in part by the person claiming compensation or the person from whom the right is derived?

If a person claiming compensation suffers injury or damage as the result their own fault (in whole or in part), the amount of the damages they are entitled to recover will be reduced proportionally (article 418, article 722, paragraph 2 of the Civil Code).

Law stated - 1 Jan 2026

Statute of limitations

What is the time within which an action against an air carrier for injury or death must be filed?

When a plaintiff makes a tort claim for passenger injury or death, the claim is extinguished if the right is not exercised (1) within five years of the time when the victim comes to know the damage and the identity of the perpetrator or (2) within 20 years of the time of the tort (articles 724-2 and 724 of the Civil Code).

This statute of limitations is essentially the same when a plaintiff chooses to make a contractual claim for passenger injury or death (eg, based on passenger carriage contract with an air carrier); the claim is extinguished if the right is not exercised (1) within five years of the time when the plaintiff came to know that it was exercisable or (2) within 10 years from the time when it became exercisable (article 167, article 166, paragraph 1 of the Civil Code).

Law stated - 1 Jan 2026

THIRD-PARTY ACTIONS

Seeking recovery

What are the applicable procedures to seek recovery from another party for contribution or indemnity?

For example, if an air carrier is sued by passengers over an accident and believes the aircraft manufacturer is also liable, the air carrier can serve notice of the lawsuit on the aircraft manufacturer. If the air carrier loses the case against the passengers and then it brings a lawsuit against the manufacturer, the manufacturer that receives such notice is subject to a 'joinder effect' and the manufacturer cannot dispute against the air carrier, to a certain degree, the facts found by the court in the preceding lawsuit between the air carrier and the passengers (articles 46 and 53 of the Code of Civil Procedure).

Law stated - 1 Jan 2026

Time limits

What time limits apply?

A party can serve notice of the lawsuit to a third party while the lawsuit is pending. However, if issuing such notice is delayed, the scope of the 'joinder effect' might be narrowed.

Law stated - 1 Jan 2026

LIABILITY FOR GROUND DAMAGE

Applicable laws

What laws apply to the liability of the air carrier for injury or damage caused to persons on the ground by an aircraft accident?

As Japan is not a party to any treaty about liability for ground damages, an air carrier owes general extra-contractual (tort) liability under the Civil Code arising from injury or damage caused to persons on the ground by an aircraft accident.

Law stated - 1 1 2026

Nature and conditions of liability

What is the nature of, and what are the conditions for, an air carrier's liability for ground damage?

The air carrier's liability for ground damage is fault-based (ie, negligence). The victim on the ground is required to prove, among other things, negligence (or intentional act) on the air carrier's part and causal connection between the air carrier's action or inaction and the damages.

However, under the 'Comprehensive Countermeasures Package for Falling Objects' established by the Ministry of Land, Infrastructure, Transport and Tourism, specific airports in Japan require airlines to join a compensation system where, if the airline responsible for falling objects cannot be identified, the airlines that are estimated to be potentially responsible jointly compensate the damages caused to persons on the ground.

Law stated - 1 1 2026

Liability limits

Is there any limit of carriers' liability for ground damage?

No.

Law stated - 1 1 2026

Main defences

What are the main defences available to the air carrier in a claim for damage caused on the ground?

Apart from denial of factual allegation made by persons on the ground, the main defences to a claim arising from ground damage would be a 'no negligence' defence.

Law stated - 1 1 2026

LIABILITY FOR UNRULY PASSENGERS AND TERRORIST EVENTS**Applicable laws**

What laws apply to the liability of the air carrier for injury or death caused by an unruly passenger or a terrorist event?

If injury or death is caused by an unruly passenger or a terrorist event in the course of domestic carriage, the Civil Code and the Commercial Code will apply since Japan does not have legislation that specifically deals with such event.

If injury or death is caused by an unruly passenger or a terrorist event in the course of international carriage, an air carrier's liability will be governed by the provisions of the applicable treaties.

Law stated - 1 Jan 2026

Nature and conditions of liability

What is the nature of, and what are the conditions for, an air carrier's liability for injury or death caused by an unruly passenger or a terrorist event?

If injury or death is caused by an unruly passenger or a terrorist event in the course of domestic carriage, the air carrier's liability for such event is fault-based (ie, negligence). To avoid liability, an air carrier must prove that it did not neglect to exercise due care in transporting the passenger (article 590 of the Commercial Code).

If injury or death is caused by an unruly passenger or a terrorist event in the course of international carriage, an air carrier's liability will be governed by the provisions of the applicable treaties.

Law stated - 1 Jan 2026

Liability limits

Is there any limit of liability for injury or death caused by an unruly passenger or a terrorist event?

If injury or death is caused by an unruly passenger or a terrorist event in the course of domestic carriage, there is no limit of liability for such event.

If injury or death is caused by an unruly passenger or a terrorist event in the course of international carriage, an air carrier's liability will be governed by the provisions of the applicable treaties (eg, a combination of strict liability and fault-based liability under the Montreal Convention).

Law stated - 1 Jan 2026

Main defences

What are the main defences available to the air carrier in a claim for injury or death caused by an unruly passenger or a terrorist event?

If injury or death is caused by an unruly passenger or a terrorist event in the course of domestic carriage, apart from denial of passenger's factual allegation, the main defences to a claim arising from such event would be 'no negligence' defence and, if the issue is an unruly passenger, comparative negligence depending on the relevant facts.

If injury or death is caused by an unruly passenger or a terrorist event in the course of international carriage, the main defences to a claim arising from such event are those provided in the provisions of the applicable treaties.

Law stated - 1 January 2026

LIABILITY FOR HARM CAUSED BY DRONES

Applicable legislation

Summarise the laws or regulations related to the liability for injuries or damage caused by drones.

The operation of drones is regulated mainly by the Civil Aeronautics Act (Act No. 231 of 1952) and Drone Regulation Act (Act No. 9 of 2016). Those laws, however, do not provide provisions relating to civil liability for injury or damages caused by drones. Accordingly, a drone operator is subject to general extra-contractual (tort) liability under the Civil Code. In the event where a drone operator negligently crashes the drone, injuring a person or damaging property on the ground, the operator is required to compensate the damage incurred by the injured person or the owner of the property.

Law stated - 1 January 2026

CONSUMER PROTECTION AND PASSENGER RIGHTS

Applicable legislation

Summarise aviation-related consumer-protection laws or regulations related to passengers with reduced mobility, flight delays and overbooking, tarmac delay and other relevant areas.

Japan does not have legislation that specifically deals with aviation-related consumer-protection. Accordingly, general consumer-protection laws and the relevant provisions of Civil Code and the Commercial Code would apply depending on the nature of the issues.

By way of example, article 8, paragraph 1 of the Act for Eliminating Discrimination against Persons with Disabilities (Act No. 65 of 2013) sets forth that when carrying out its business, a company must not violate the rights or interests of persons with disabilities through disparate and unfair discriminatory treatment on the basis of disability comparing to persons without disability. This would require an air carrier to accommodate passengers with reduced mobility under certain circumstances depending on the conditions of such passengers.

Turning to flight delays, the court held that flight delay constitutes breach of an air carrier's obligation under the passenger carriage contract if: (1) flight is delayed due to the reasons other than circumstances related to safety that should be prioritised over on-time operation (Prioritised Reasons); (2) flight is delayed due to the Prioritised Reasons that are caused by the air carrier's fault; or (3) flight is delayed due to the Prioritised Reasons that are not caused by the air carrier's fault and the air carrier fails to exercise efforts to minimise flight delays (Tokyo High Court, 25 March 2010). However, conditions of carriage set by an air carrier may stipulate certain liability exemption with respect to the flight delays.

Law stated - 1 Jan 2026

LIABILITY OF GOVERNMENT ENTITIES PROVIDING SERVICES TO CARRIERS**Relevant laws**

What laws apply to the liability of the government entities that provide services to the air carrier?

The Ministry of Land, Infrastructure, Transport and Tourism is the sole air traffic control service provider in Japan. If an air carrier incurs damages arising from service provided by the air traffic controller, the liability of the government will be governed in accordance with State Redress Act (Act No. 125 of 1947).

Law stated - 1 Jan 2026

Nature and conditions of liability

What is the nature of, and what are the conditions for, the government's liability?

The government's liability under the State Redress Act is fault-based (ie, negligence). The air carrier is required to prove, among other things, negligence (or intentional act) on the air government's part (eg, air traffic controller) and causal connection between the government's action or inaction (eg, air traffic controller's action or inaction) and the damages.

Law stated - 1 Jan 2026

Liability limits

Are there any limitations to seeking recovery from the government entity?

No.

Law stated - 1 Jan 2026

CRIMINAL PROCEEDINGS**Responsibility for accidents**

Can an air carrier be criminally responsible for an aviation accident?

If an aircraft accident results in passenger injuries or deaths, pilots may be subject to criminal charges (eg, Causing Death or Injury due to Negligence in the Pursuit of Social Activities (article 210 of Penal Code of Japan)). On the other hand, an air carrier, as a legal entity, is not directly subject to criminal charges under the Penal Code of Japan in relation to passenger injuries or deaths arising from an aircraft accident.

However, the Civil Aeronautics Act (Act No. 231 of 1952) provides multiple criminal offences for certain action or inaction committed by the air carrier resulting or in relation to an aviation accident. By way of example: (1) if both the pilot-in-command and the air carrier fail to report an aviation accident to the Ministry of Land, Infrastructure, Transport and Tourism or (2) if the air carrier operates its aircraft without equipping the certain devices or required amount of fuel, the air carrier is subject to a fine of up to ¥1 million (article 145 of the Civil Aeronautics Act).

Law stated - 1 Jan 2026

Effect of proceedings

What is the effect of criminal proceedings against the air carrier on a civil action by the passenger or their representatives?

As a matter of the legal system, criminal proceedings and civil actions are separate and accordingly criminal proceedings against the air carrier itself does not have a formal impact on a civil action by the passenger or their representatives.

Law stated - 1 Jan 2026

Compensation

Can claims for compensation by passengers or their representatives be made against the air carrier through the criminal proceedings?

No.

Law stated - 1 Jan 2026

EFFECT OF CARRIER'S CONDITIONS OF CARRIAGE AND TARIFFS

Liability

What is the legal effect of a carrier's conditions of carriage or tariffs on the carrier's liability?

A carrier's conditions of carriage are contractually binding on passengers if such conditions of carriage meet requirements set forth in article 548-2, paragraph 1 of the Civil Code (a carrier's conditions of carriage meet those requirements under usual circumstances).

However, the terms of such conditions of carriage can be null and void if such terms violate mandatory provisions of the relevant law (eg, reduction or exemption of liability arising from passenger injury or death (article 591 of the Commercial Code) or exemption of specific types of liability (article 8 of the Consumer Protection Act)), which is unlikely in practice because a domestic carrier's conditions of carriage is subject to approval by the Ministry of Land, Infrastructure, Transport and Tourism (article 106 of the Civil Aeronautics Act)).

Law stated - 1 Jan 2026

DAMAGES

Damage recovery

What damages are recoverable for the personal injury of a passenger?

A passenger is entitled to compensatory damages, including medical expenses and lost income (reduced earning capacity), and damages for pain and suffering. In addition to the passengers, their father, mother, spouse and children can recover damages for their own pain and suffering if injury of the passengers is so severe that it causes them mental suffering equivalent to that caused by the death of such passenger.

No punitive damages are recoverable.

Law stated - 1 1 2026

Damage recovery

What damages are recoverable for the death of a passenger?

The heirs of a passenger who dies in an accident inherit the passenger's right to demand compensation. Such damages include compensatory damages, including medical expenses and lost income, and damages for pain and suffering. In addition to the rights as the heirs of the deceased passenger, the latter's father, mother, spouse and children can recover damages of their own for pain and suffering arising from the death of such passenger (article 711 of the Civil Code).

No punitive damages are recoverable.

Law stated - 1 1 2026

ACCIDENT INVESTIGATION AND FAMILY ASSISTANCE

Investigatory authority

Who is responsible in your state for investigating aviation accidents?

The Japan Transport Safety Board, an external bureau of the Ministry of Land, Infrastructure, Transport and Tourism, is responsible for investigating aviation accidents occurring in Japan. The Japan Transport Safety Board conducts the investigation of air accidents in accordance with the provisions of the Chicago Convention and the standards and methods stipulated in the annexes of the Chicago Convention (article 18 of the Act for Establishment of the Japan Transport Safety Board).

Law stated - 1 1 2026

Disclosure restrictions

Set forth any restrictions on the disclosure and use of accident reports, flight data recorder information or cockpit voice recordings in litigation.

Accident reports prepared by the Japan Transport Safety Board are publicised and available to the public. In civil lawsuits relating to an aviation accident, it is usual for the plaintiff (eg, a passenger suing an air carrier) to submit such publicised accident report as one of the essential pieces of evidence proving the cause of the accident. However, as the findings in the accident report do not bind the court, the court sometimes makes factual determinations differing from what is set forth in the accident report (eg, Tokyo High Court, 13 October 2021).

Flight data recorder information or cockpit voice recordings submitted to the Japan Transport Safety Board is not disclosed to the public (except for the parts cited in an accident report). In a lawsuit where families of the passengers who died in an aviation accident demanded disclosure of flight data recorder information and cockpit voice recordings, the court dismissed the claims, denying the plaintiff's argument that disclosure is required based on right to control personal information and incidental obligations of the air carrier under the passenger carriage contract (Tokyo High Court, 1 June 2023).

Law stated - 1 Jan 2026

Relevant post-accident assistance laws

Does your state have any laws or regulations addressing the provision of assistance to passengers and their family after an aviation accident?

No.

Law stated - 1 Jan 2026

INSURANCE REQUIREMENTS

Mandatory requirements

Are there mandatory insurance requirements for air carriers?

Yes. the Ministry of Land, Infrastructure, Transport and Tourism (the MLIT), in accordance with its internal rules, will not issue a licence for air carriers unless they have entered an appropriate insurance contract that covers the air carriers' liability in the case of an aviation accident. More specifically, if there is no such insurance contract, the MLIT will determine that the operator does not have an appropriate business plan to carry out air transport operations as required under article 101, paragraph 1, Item 2 or article 127 of the Civil Aeronautics Act. Separately, air carriers must maintain appropriate insurance contracts, because the MLIT can order them to enter into insurance contracts even after the issuance of the licence if the MLIT determines that the air carrier's failure to maintain such insurance contracts adversely affects the public interest (article 112, Item 6 and article 124 of the Civil Aeronautics Act).

Law stated - 1 Jan 2026

LITIGATION PROCEDURE

Court structure

Provide a brief overview of the court structure as it relates to civil aviation liability claims and appeals.

Considering the amount of the claim usually to be expected in a civil aviation liability claim, it is likely that the claim will be brought in the district court (if the amount of the claim is ¥1.4 million or less, a claim should be brought in the summary court). An appeal against a decision of the district court will generally be heard in the high court. A party dissatisfied with a decision of the high court may file a final appeal to the Supreme Court, but only on a specific ground (eg, the violation of the Constitution or the involvement of material matters concerning the interpretation of laws and regulations).

Law stated - 1 Jan 2026

Allowable discovery

What is the nature and extent of allowable discovery/disclosure?

In Japan, there is no broad discovery proceeding similar to that available in some common law jurisdictions. When a party seeks the submission of documentary evidence held by the other party (or a third party), such party needs to file a petition to the court that sets forth, among other things, identification of the documents to be disclosed, the contents of such documents, and the facts to be proven by such documents (article 221, paragraph 1 of the Code of Civil Procedure).

The holder of documents can refuse to submit the documents sought in a petition when:

- the documents' contents are of a nature for which the holder is (or may be) threatened with a criminal penalty;
- the documents contain descriptions of a professional secret of a public officer;
- the documents' contents were learned by an expert (eg, a medical doctor or an attorney) in the course of their duties;
- the documents contain technical or professional secrets;
- the documents are possessed solely for use by the holder; and
- the documents are related to a lawsuit for a criminal case (article 220 of Code of Civil Procedure).

Law stated - 1 Jan 2026

Evidence

Does the law of your state provide for any rules regarding preservation and spoliation of evidence?

Even if before the lawsuit is initiated, a party who intends to prevent any concealment or alteration of documentary evidence can file with the court a petition for preservation of evidence (articles 234 to 242 of Code of Civil Procedure). The court can admit such petition and examine the evidence if the court finds that it will be difficult to use it unless it conducts an examination of the evidence in advance.

Regarding the spoliation of evidence, if a document subject to a document production order is destroyed with the intent to obstruct its use, the petitioner's claim regarding the contents of that document may be deemed valid (article 224, paragraph 2 of the Code of Civil Procedure).

Law stated - 1 1 2026

Recoverability of fees and costs

Are attorneys' fees and litigation costs recoverable?

Attorneys' fees in extra-contractual liability (tort) claims are regarded as one category of damages incurred by the victim and usually recoverable only up to the amount equivalent to about 10 per cent of the entire damages awarded.

As a general rule, a party to the litigation can recover litigation costs (eg, court fees paid by the plaintiff at the time of filing) in proportion to the extent the court admits its claims.

Law stated - 1 1 2026

JUDGMENTS AND SETTLEMENT

Pre- and post-judgment interest

Does your state impose pre-judgment or post-judgment interest? What is the rate and how is it calculated?

In claims based on extra-contractual liability (tort), interest starts accruing from the time of the delict (eg, the time of an aviation accident). The applicable rate, which may be subject to change once every three years depending on market conditions, is currently 3 per cent per annum (article 404 of the Civil Code).

Law stated - 1 1 2026

Settlements

Is court approval required for settlements?

No.

Law stated - 1 1 2026

Settlements

What is the effect of a settlement on the right to seek contribution or indemnity from another person or entity? Can it still be pursued?

In principle, settlement with the plaintiff (eg, a passenger) would not affect the defendant's (eg, an air carrier) ability to seek contributory damages from another party (eg, an aircraft manufacturer).

Law stated - 1 Jan 2026

Settlements

Are there any financial sanctions, laws or regulations in your state that must be considered before an air carrier or its insurer may pay a judgment or settlement?

No.

Law stated - 1 Jan 2026

UPDATE AND TRENDS**Key developments of the past year**

What were the key cases, decisions, judgments and policy and legislative developments of the past year?

Drone regulations have evolved rapidly since 2015 via multiple amendments to the Civil Aeronautics Act. However, unlike the administrative law regulations set forth in the Civil Aeronautics Act, contract law relating to drone operation (eg, transportation of goods by drones) has seen little progress. More specifically, as the Commercial Code excludes drone operations from the scope of air transportation, and there is no material guidance on the contract law relating to drone operations, including, but not limited to, the transportation of goods by drones. While there is no clear movement toward the legislation of contract law applicable to drone operations, drone operators are attempting to create a new set of conditions of carriage applicable for drone transportation. The Cabinet Office of the government and the Ministry of Land, Infrastructure, Transport and Tourism are closely monitoring these developments.

Law stated - 1 Jan 2026