

Air Senegal risks huge damages after lease expropriations

Laura Mueller

07/08/2025

The legal battle between Carlyle Aviation Partners and Air Senegal has taken another turn, with the US firm and its Irish entities filing a lawsuit against the carrier in New York for \$65 million to cover rental payments and damages related to four leased Airbus assets.

The aircraft include two A319s (MSNs 3078 and 2897) and two A321s (MSNs 1921 and 1881).

According to documents from the US district court for the southern district of New York on 26 June, Carlyle Aviation is seeking \$9.5 million for damages related to rental arrears and a further \$55.7 million in damages due to Air Senegal's alleged failure to maintain two aircraft, the failure to comply with the redelivery procedures for all assets and the unlawful conversion of aircraft.

It is also seeking an award of attorney fees, costs, and expenses, including enforcement costs.

[On 20 June, Airfinance Global reported that the state-owned carrier had yet to return the four leased aircraft to Carlyle Aviation](#), despite an April order from the Commercial Court of Dakar (Tribunal de Commerce de Dakar), which had enforced the handover of the assets.

A spokesperson for Carlyle Aviation Partners said at the time that Air Senegal was more than \$8 million in arrears. "For more than a year, Air Senegal has repeatedly breached the terms of its lease agreements in relation to four aircraft leased to the airline by Carlyle Aviation Partners, including non-payment of rent."

The lessor stated that it terminated the leases in August 2024 after the carrier failed to pay monthly rental fees and subsequently obtained a court order grounding the aircraft and ordering their return.

According to the 26 June court documents, which were released on 21 July, Air Senegal continued to use the aircraft to "generate income for itself, having appropriated the aircraft to its own use and benefit".

The lessor alleges that the carrier continued to operate MSN 1921 until 19 September 2024, MSN 3078 until 28 March 2025, and 2897 and 1881 aircraft until 23 June 2025.

"Defendant only ceased operating the aircraft when they either required maintenance or it was forced to do so following the aircraft's deregistration...By its conduct alleged herein, defendant has willfully and intentionally interfered with plaintiffs' right of possession of the aircraft and plaintiffs have suffered damages as a result," according to court documents.

Norton Rose Fulbright, the lawyers representing Carlyle, said that the firm is "entitled to damages" in an amount to be determined at trial because the defendants' actions were "wanton and so outrageous as to evince a high degree of moral turpitude."

The lawyers said Carlyle is also entitled to an award of punitive or exemplary damages.

The lessor and its Irish entities first entered into the lease agreements for the two A319s in May 2018 and the two A321s in December 2019.

The escalation of legal matters to New York coincides with the emergence of financial and legal challenges for the carrier. Dakar airport officials are also demanding over €30 million (\$34.9 million) in unpaid fees from Air Senegal, according to Africa Intelligence.

However, on 30 July, a Senegalese court ordered IATA to release approximately \$6 million to Air Senegal that had been frozen under the billing and settlement system, according to Newsaero. The seizure was deemed illegal under OHADA law.

The funds were frozen due to the leasing dispute with Carlyle.

Thank you for printing this article from Airfinance Global, your essential intelligence resource for aviation finance. If you have been given this article by a subscriber, you can contact us through email at accountmanager@airfinanceglobal.com or call us on +44 (0)20 7779 8015 to discuss our subscription options.