

4<sup>th</sup> March 2026

**Damages due to best price clauses by Booking.com**

## **Amsterdam District Court wants to decide factual and legal issues independently**

**The Amsterdam District Court has today issued another interim ruling in the anti-trust damages proceedings brought by German hotels against Booking (Ref.: C/13/697614 / HA ZA 21-186). In essence, it states that it does not wish to base its decision solely on the relevant submissions from the German Federal Cartel Office and the German Federal Court of Justice, but rather wishes to assess and decide on the relevant factual and legal issues itself. “Today’s interim ruling says no more and no less, even though Booking immediately made every effort to interpret the interim ruling in its favour,” explains Otto Lindner, President of the German Hotel Association (IHA).**

The proceedings date back to a “torpedo lawsuit” filed by Booking in 2020 against a selection of 300 German hotels. With this lawsuit, Booking sought a (negative) ruling that the company had not violated antitrust law by using best price clauses in its general terms and conditions and was therefore not liable for damages to the hotels. The defendant hotels, for their part, filed a counterclaim seeking a declaration that Booking was liable for damages. In a first interim ruling, the Amsterdam District Court referred the question to the ECJ as to whether the best price clauses in question could be regarded as antitrust-neutral, necessary ancillary agreements. In its judgment of 19<sup>th</sup> September 2024 (Case C-264/23), the ECJ answered this question in the negative, thereby ruling in favour of the hotels.

However, with today's decision, the Amsterdam District Court has set further important precedents for the proceedings: Firstly, the Amsterdam District Court has now also clarified that, contrary to Booking's argument, parity clauses are not ancillary agreements that are neutral under antitrust law. Secondly, the Amsterdam District Court also rejected Booking's objection that the claims for damages were – at least in part – time-barred.

“We consider the Amsterdam District Court's decision to disregard the official findings and court rulings from Germany to be legally flawed. In our opinion, this does not comply with the provisions of the EU Antitrust Damages Directive and the *Repsol* ruling of the European Court of Justice,” explains IHA Managing Director Markus Luthe. “At the same time, we remain confident that the Amsterdam District Court will ultimately come to the same conclusions as the numerous courts and antitrust authorities in Germany and many other European countries.” Most recently, in its – not yet final – ruling of 16<sup>th</sup> December 2025 the Berlin Regional Court found that Booking.com had violated antitrust law by using these best price clauses and was therefore liable for damages to the hotels.

"Overall, today's decision by the Amsterdam District Court is predominantly positive for hotels. We therefore currently assume that the second interim ruling by the Amsterdam District Court will only lead to a moderate delay in proceedings," says IHA Chairman Otto Lindner, assessing the interim ruling from the Netherlands.

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#### **About the German Hotel Association (IHA)**

The German Hotel Association (IHA) is the trade association for the hotel industry in Germany. Its members include around 1,500 establishments from all categories of independent, chain and cooperative hotels. The IHA represents the interests of the hotel industry in Germany and Europe vis-à-vis politicians and the public and offers numerous hotel-specific services. The abbreviation 'IHA' stands for the former German section of the International Hotel Association.