

Circuit Court for Anne Arundel County
Case No. C-02-CV-17-003425

UNREPORTED
IN THE COURT OF SPECIAL APPEALS
OF MARYLAND

No. 2756

September Term, 2018

MANINDER SINGH

v.

SPIRIT AIRLINES, INC.

Berger,
Friedman,
Woodward, Patrick L.
(Senior Judge, Specially Assigned),

JJ.

PER CURIAM

Filed: March 4, 2020

*This is an unreported opinion, and it may not be cited in any paper, brief, motion, or other document filed in this Court or any other Maryland Court as either precedent within the rule of stare decisis or as persuasive authority. Md. Rule 1-104.

In this appeal from a civil action in the Circuit Court for Anne Arundel County, Maninder Singh,¹ appellant, challenges the court’s award of summary judgment to Spirit Airlines, Inc. (“Spirit”), appellee. For the reasons that follow, we shall affirm the judgment of the circuit court.

In his complaint, Mr. Singh contended that he was scheduled to fly on a Spirit flight departing at 11:10 p.m. on March 30, 2017, from McCarran International Airport in Las Vegas, Nevada, to Baltimore-Washington International Thurgood Marshall Airport. When Mr. Singh arrived at the airport in Las Vegas, the flight was delayed “purportedly due to a storm in the Las Vegas valley.” Spirit employees subsequently informed Mr. Singh that the flight had been cancelled, and that “the sole alternative flight available would be a flight that would depart McCarran on April 2[,] 2017.” Mr. Singh subsequently “schedule[d] a flight with American Airlines.”

Claiming that the “storm in the Las Vegas valley that was cited by Spirit as the cause of the delay cleared at approximately 7:15 p.m.,” and “adverse weather conditions no longer created any obstacle to the departure of” the flight, Mr. Singh requested damages for breach of contract and negligence. Spirit subsequently moved to dismiss the negligence count on the ground that Mr. Singh “fail[ed] to identify any duty or obligation imposed by law, independent of and from any contractual relationship between [Mr. Singh] and Spirit, sufficient to support a pleading of negligence.” The court denied the motion.

¹ Throughout the record the appellant’s first name appears as both Maninder and Maininder, but the correct spelling appears to be Maninder and, therefore for consistency we will refer to the appellant as Maninder Singh.

Spirit subsequently moved for summary judgment. Spirit attached to the motion the “Contract for Carriage” between Spirit and its customers, which states in pertinent part:

Times shown in a timetable or elsewhere are not guaranteed and form no part of the terms of transportation. . . . Schedules are subject to change without notice. Spirit is not responsible or liable . . . for failing to operate any flight according to schedule, or for changing the schedule of any flight.

* * *

Spirit will not assume expenses incurred as a result of a flight delay, cancellation, or schedule change.

* * *

Purchase of a reservation does not guarantee transportation. Spirit shall in no event be liable for direct, indirect, special or consequential damages resulting from the performance or delay in performance of, or failure to perform, transportation of customers and other services whether or not Spirit has knowledge that such damages might be incurred.

Following a hearing, the court granted Spirit summary judgment on two grounds. First, 49 U.S.C. § 41713, also known as the Airline Deregulation Act of 1978, “preempts and prohibits a plaintiff from bringing claims related to scheduled departure, date[,] and time disputes.” Second, the contract for carriage “was created when [Mr. Singh] bought the ticket,” and the contract states that “times shown are not guaranteed and form no part of the terms of transportation.”

Mr. Singh contends that the court erred in granting summary judgment for three reasons. First, he contends that the court’s denial of Spirit’s motion to dismiss the negligence count constituted a “rul[ing] on the issue of whether [Spirit] owe[d] a duty of care to” Mr. Singh, and “substantiat[ed] that [Spirit] had acted negligently.” We disagree. In resolving the motion to dismiss, the court was required to review only “whether the facts

alleged in the well-pleaded complaint, if taken as true, support a cause of action for which relief may be granted.” *Oliveira v. Sugarman*, 451 Md. 208, 219 (2017) (citation omitted). Whether Spirit owed a duty of care to Mr. Singh and breached that duty are matters of law, and a contention that a “party is entitled to judgment as a matter of law” may be raised in a motion for summary judgment. Rule 2-501(a). Hence, the court’s denial of Spirit’s motion to dismiss did not constitute a finding that Spirit owed Mr. Singh a duty of care or was negligent.

Mr. Singh next contends that the court erred because his “complaint is not related to or concerning [Spirit’s] rates, routes[,] or services[,] but to a decision taken . . . to cancel flights for two days . . . for reasons unrelated to weather conditions.” But, the Airline Deregulation Act states that “a State . . . may not enact or enforce a law, regulation, or other provision having the force and effect of law related to a price, route, or service of an air carrier that may provide air transportation,” 49 U.S.C. § 41713(b)(1), and “[u]ndoubtedly, boarding procedures are a service rendered by an airline.” *Smith v. Comair, Inc.*, 134 F.3d 254, 259 (4th Cir. 1998) (citations omitted). Also, the parties’ contract for carriage explicitly states that “[t]imes shown in a [Spirit] timetable or elsewhere are not guaranteed and form no part of the terms of transportation,” “Spirit is not responsible or liable . . . for failing to operate any flight according to schedule,” and “Spirit shall in no event be liable for direct, indirect, special or consequential damages resulting from the . . . failure to perform[] transportation of customers.” The contract does not create an exception making Spirit responsible or liable when a customer, like Mr. Singh, disputes the need to cancel a

flight due to weather conditions, and hence, the court did not err in granting summary judgment on this ground.

Finally, Mr. Singh contends that the trial court violated Rule 2-311(f) in denying him “the opportunity of [t]rial.” We disagree. Rule 2-501(f) explicitly empowers a court to “enter judgment in favor of or against the moving party if the motion and response show that there is no genuine dispute as to any material fact and that the party in whose favor judgment is entered is entitled to judgment as a matter of law.” Rule 2-311(f) requires only that a hearing be held on such a motion, and here, such a hearing was held. Hence, the court did not err in awarding Spirit summary judgment.

**JUDGMENT OF THE CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
AFFIRMED. COSTS TO BE PAID BY
APPELLANT.**