

PROCEDURAL COMPLAINTS ADJUDICATOR DECISION ON COMPLAINT

2026/2

COMPLAINT BY

RYANAIR HOLDINGS PLC, RYANAIR DAC AND RYANAIR UK LIMITED

Introduction

1. This decision concerns a complaint to the Procedural Complaints Adjudicator (the **Application**) made by Burges Salmon LLP (**Ryanair's legal advisers**) on 6 August 2026 on behalf of Ryanair Holdings PLC, Ryanair DAC and Ryanair UK Limited (together **Ryanair**). The Application relates to Information Notices (the **Notices**) issued to each of the Ryanair entities on 16 June 2026 under paragraph 14 of Schedule 5 to the Consumer Rights Act 2015. The Application concerns the period provided by the CMA for Ryanair to respond to the Notices.
2. This decision records my conclusions in relation to the Application and the reasons for them.
3. I have set out below the background, the procedure I have followed and the considerations I have taken into account in considering the Application and reaching my conclusions.

Summary of the Application

4. The Application states (paragraphs 2.1, 3.1, 3.2):

'This complaint concerns the period provided by the CMA for our clients to respond to the Notices.'

On 16 June 2026 the CMA issued three Notices under paragraph 14 of Schedule 5 containing 38 numbered requests comprising almost 100 individual sub-requests.

This complaint concerns a significant procedural issue arising from the CMA's failure to agree to a short stay, pending judicial determination, of a discrete set of requests made within the Notices:...(referred to as the "Contested Questions").'

5. The Application states the resolution sought (paragraphs 4.1 and 4.2):

'It is considered that the CMA has failed to agree to our clients' request for a reasonable and necessary stay to a deadline imposed to respond to the Contested Questions.

Ryanair requests that this decision is reviewed and that a stay to the deadline for the Contested Questions from 12 August 2026 is granted by the Procedural Complaints Adjudicator to such time as the matters in dispute as part of Ryanair's claim for judicial review are resolved and/or a court order requiring a response is issued.'

The Procedural Complaints Adjudicator framework

6. Where the CMA has opened a formal investigation under section 180 of the Digital Markets, Competition and Consumers Act 2024¹ into a suspected breach of consumer law, the parties to the investigation may have recourse to a procedural complaints process if they are unhappy with certain aspects of the investigation procedure. The Procedural Complaints Adjudicator (the **PCA**) framework is set out in rule 6 of the CMA Direct Consumer Enforcement Rules (CMA201) (the **Rules**).² Information about the CMA's procedural complaints process is set out in chapter 9 of the CMA's Direct Consumer Enforcement Guidance (CMA200) (the **Guidance**).³ Details are also provided on the CMA webpage.⁴

Procedural background

7. The Application was received on 6 August 2026. The Application was accompanied by a bundle of correspondence between Ryanair and the CMA case team.
8. On 25 August 2026, I informed Ryanair's legal advisers and the CMA case team that I had decided to extend the period to reach a decision on the Application by 10 working days (until 11 September 2026).

¹ [Digital Markets, Competition and Consumers Act 2024](#).

² [The CMA Direct Consumer Enforcement Rules \(CMA201\)](#).

³ [The CMA Direct Consumer Enforcement Guidance \(CMA200\)](#).

⁴ [Procedural complaints: raising procedural issues in CMA cases - GOV.UK](#)

Meetings with Ryanair and the CMA case team

9. I held meetings with Ryanair's legal advisers and with the CMA case team, in accordance with the process for handling applications to the Procedural Complaints Adjudicator as set out in paragraph 9.7 of the Guidance and on the CMA webpage.⁵
10. In advance of the meeting with Ryanair's legal advisers, while noting that Ryanair might present arguments as it considered appropriate, Ryanair was informed that I would welcome submissions on why it considered the Application fell within the PCA's remit, and in particular Ryanair's views on how it reconciled the Application with the process set out in the Rules and the Guidance. Views were also invited from Ryanair, as to whether, and how, Ryanair's application for interim relief, and the outcome of that application, related to the Application. In advance of the meeting with the CMA case team, it was similarly informed that I would welcome the case team's submissions regarding the Application and the PCA's remit, as well as the relevance, if any, of Ryanair's application for interim relief and of the outcome of that application to the Application.
11. At the meeting with Ryanair's legal advisers on 18 August 2026, the following key topics were covered: whether the Application was within the remit of the PCA, the procedural decision being complained about to the PCA, Ryanair's reasons for making the Application, Ryanair's views on the CMA's decision rejecting its request for a stay, and the implications of the judicial review proceedings and its interim relief application.
12. Ryanair's legal advisers made clear that the arguments presented at the meeting were in addition to those set out in the Application and that the Application was to be considered in the wider context of the correspondence that had been provided.
13. At the meeting with the CMA case team on 19 August 2026, the following key topics were covered: the significance of the judicial review proceedings and the interim relief application made by Ryanair, the substance of Ryanair's complaint in the Application and whether it fell within the PCA's remit, and the wider investigation and enforcement context in which the complaint was made.

⁵ [Procedural complaints: raising procedural issues in CMA cases - GOV.UK](#)

14. I have considered the arguments and information provided in the meetings I held with Ryanair's legal advisers and with the CMA case team, together with the information set out in the Application.

Issues raised by the Application

15. The issues raised by the Application are set out below:
- (a) The scope of the PCA's remit to consider the Application in accordance with Rules 6(2) and 6(3) of the Rules (**Issue 1**). This includes two elements:
 - (i) The CMA decision that is the subject of the Application (**Issue 1(a)**); and
 - (ii) The nature of the complaint that is the subject of the Application (**Issue 1(b)**).
 - (b) The process that was followed by the CMA in reaching the decision which is the subject of the Application and the rationality of that decision in accordance with Rule 6(3)⁶ of the Rules (**Issue 2**).

Issue 1(a): The CMA decision that is the subject of the Application

The CMA decision

16. The decision that forms the basis of the complaint in the Application is contained in the letter from the CMA case team to Ryanair's legal advisers on 6 August 2026 (the **6 August CMA Letter**). This letter states (paragraphs 2 and 4):

'...you request confirmation...that the CMA will agree to stay the compliance deadline of 12 August 2026 in respect of the Contested Questions...pending the earlier of (i) determination of the JR application or (ii) further order of the Court ...

The CMA is unwilling to extend the compliance deadline in respect of the Contested Questions beyond the existing deadline of 12 August 2026.'

⁶ Rule 6(3)(a) states, 'The relevant person in paragraph (1) – (a) must consider the process followed in arriving at the decision complained about and the rationality of that decision where the complaint has not been determined or settled to the satisfaction of a complainant by the relevant person overseeing the investigation'.

17. In the meeting I held with Ryanair's legal advisers, they noted that the decision was in the 6 August CMA Letter but considered that the correspondence as a whole was relevant and noted that the series of letters and requests for a stay culminated in that letter.
18. The PCA can consider complaints where, in accordance with Rule 6(3) of the Rules:

'...the complaint has not been determined or settled to the satisfaction of a complainant by the relevant person overseeing the investigation...' (emphasis added).

19. The Guidance provides information about the conduct of an investigation and states (paragraphs 9.2 and 9.3):

'...any concerns or complaints about the CMA's procedures or how investigations are handled should be made in writing to the SRO in the first instance...

If, during an investigation, a party is unable to resolve the dispute with the SRO ..., complaints about certain procedural decisions followed during the investigation may be referred to a "procedural complaints adjudicator" (PCA) under Rule 6 of the CMA Consumer Rules' (emphasis added).

20. The Application states at paragraph 3.3, *'...our clients have no other option but to make a complaint as we have been unable to resolve the concern with the CMA staff members with overall responsibility for the conduct of the relevant investigation (Andrew Groves (Project Director) and Amy Batchelor (Litigation Director)).'*
21. The Application also refers at paragraph 3.15 to it, *'...being made as soon as possible after our clients have been notified of the CMA's decision on the issue in question (of which we were notified today, 6 August 2026).'*

Information provided to Ryanair about the CMA procedural complaints process and the conduct of investigations

22. The case opening letters of 10 June 2026⁷ set out the CMA procedural complaints process and stated that if the case team was not able to resolve concerns or if there was a concern or complaint about the CMA's procedure or how the investigation was being handled this should be referred to the

⁷ The CMA issued two case opening letters to, (i) Ryanair UK Limited; and (ii) Ryanair DAC.

Senior Responsible Officer (the **SRO**) in the first instance. These letters noted that if the concerns or complaint were not adequately resolved, complaints about significant procedural issues from a procedural decision may be referred to a PCA.⁸ The CMA procedural complaints process was also set out in Annex 4 (Explanatory Notes) to the Notices issued to each of the Ryanair entities. The name of the SRO for the investigation is noted on the case page on the CMA website⁹ and Ryanair was also informed of the identity of the SRO in the case opening letters.

23. The Notices also set out details about the broad timeframe for the investigation and engagement with the CMA case team. The Notices set a deadline for providing the information requested and explained that if any difficulties were anticipated in meeting this deadline the CMA should be contacted immediately.¹⁰ Under the heading 'Additional Information' at the end of the Notices, they also stated: *'If you would like a call or meeting to discuss the contents of the Notice or have any queries about this Notice that you wish to raise, please let the points of contact listed above know by 5.00pm (UK time) on 17 June.'*¹¹ The Notices also restated: *'... you must let the CMA know immediately if you anticipate any difficulties meeting this deadline or otherwise have any concerns in relation to the Notice'*.¹²
24. The Notices also explained that when carrying out its consumer functions, the CMA is subject to a statutory duty of expedition under section 25 of the Enterprise and Regulatory Reform Act 2013, as amended. This requires it to have regard to the need to make decisions and take action as soon as reasonably practicable. The Notices stated¹³:

'This duty will be reflected in the deadlines set for compliance with information notices and will also be taken into account along with the timetable set by the CMA for the investigation when considering any requests for extensions to such deadlines.'

⁸ Paragraphs 39 to 41 of the case opening letter addressed to Ryanair UK Limited; and paragraphs 37 to 39 of the case opening letter addressed to Ryanair DAC.

⁹ [Ryanair: consumer protection enforcement case - GOV.UK](#)

¹⁰ Paragraph 24 of the Notice addressed to Ryanair Holdings PLC; paragraph 24 of the Notice addressed to Ryanair DAC; and paragraph 19 of the Notice addressed to Ryanair UK Limited.

¹¹ Paragraph 37 of the Notice addressed to Ryanair Holdings PLC; paragraph 37 of the Notice addressed to Ryanair DAC; and paragraph 32 of the Notice addressed to Ryanair UK Limited.

¹² Paragraph 38 of the Notice addressed to Ryanair Holdings PLC; paragraph 38 of the Notice addressed to Ryanair DAC; and paragraph 33 of the Notice addressed to Ryanair UK Limited.

¹³ Paragraph 25 of the Notice addressed to Ryanair Holdings PLC; paragraph 25 of the Notice addressed to Ryanair DAC; and paragraph 20 of the Notice addressed to Ryanair UK Limited.

25. The process for raising concerns about the conduct of the investigation as well as the way to raise concerns about the timetable, including the deadlines that were set for providing the information requested, were therefore clearly set out in the correspondence sent to Ryanair at the start of the investigation. It was also emphasised that any concerns should be highlighted as soon as possible.

Key engagement between Ryanair and the CMA case team

26. There was a meeting between Ryanair and the CMA case team on 26 June 2026 (the **26 June Meeting**). Ryanair raised concerns about the process for dealing with the provision of information during the 26 June Meeting which it referred to as *'the earliest available opportunity following receipt and consideration of the Information Notices'* (paragraph 7.2, letter from Ryanair's legal advisers dated 2 July 2026).
27. The letter from the CMA case team dated 1 July 2026 noted that Ryanair had indicated in the 26 June Meeting that it might ask for an extension to respond to some parts of the Notices and that the CMA would consider whether such an extension was appropriate. The letter referred to the CMA's email of 29 June 2026 which had asked if the CMA should still expect correspondence asking for an extension, noting that no response from Ryanair had been received. The letter restated the process for requesting an extension as provided in the Guidance and the Notices, noting (paragraph 17) that the Notices:

'...stated that you must let the CMA know immediately if you anticipate any difficulties meeting the deadline or otherwise have any concerns in relation to the Notice. We received no notice of any difficulties until the Call – which was 9 working days after the Notice was sent and just 8 working days before the deadline set by the Notice'.

28. The CMA case team also asked Ryanair on several occasions if any extension would be sought. This is summarised in the letter from the CMA case team dated 2 July 2026 which stated (paragraphs 4 and 5):
'You committed in our call of 26 June 2026 to put any concerns about the Notice, including any requests for any extensions, in writing. We have still not received anything.'

On 29 June, I emailed to ask whether you intended to send such correspondence, and we have not received a response. I repeated that enquiry in the 1 July CMA Letter and again have not received a response. In that letter,

I also explained that the CMA expected to receive any such concerns or requests “as soon as possible” and confirmed that we remained prepared to engage further on the three points you raised in respect of the Notice during our call on 26 June, while also setting out the CMA position’.

29. The letter from the CMA case team dated 7 July 2026 stated (paragraph 7): *‘At your clients’ request, the CMA case team, including the Project Director leading the investigation, met with you on 26 June (the “Meeting”). The CMA received no forewarning of any of the issues that you and your clients raised at the Meeting and the Meeting itself took place at a late stage in the period your client had been provided to respond to the Notices’.*
30. It is clear from the correspondence that Ryanair was considering a judicial review. In the letter from Ryanair’s legal advisers dated 1 July 2026, it reserved all Ryanair’s rights (paragraph 1.6(c)), including its rights: *‘...to contest, including but not limited to by way of judicial review, the lawfulness, proportionality and scope of the information requests and other investigative measures adopted by the CMA during the course of the investigation’.*
31. The letter from Ryanair’s legal advisers dated 2 July 2026 stated (paragraph 8.6):

‘If the CMA’s response of 6 July 2026 does not satisfactorily address the matters raised in this letter, we are instructed by our clients to treat this correspondence as concluded. Should that happen, our clients will pursue a formal complaint under the CMA’s procedural complaints framework and, if necessary, issue a letter before claim under the Pre-Action Protocol for Judicial Review to commence the judicial review process. Although our clients would prefer not to do so, they are fully prepared to defend their legal rights robustly and to recover the costs of doing so from the CMA’.
32. The 2 July letter from Ryanair’s legal advisers also raised concerns about (paragraph 2.8), the *‘breadth of the information requested’* in the Notices and the *‘very compressed timeframe’* to submit the information noting it *‘put pressure’* on Ryanair to prevent it from challenging the Notices and the scope and vires of the CMA’s investigation.
33. The letter from Ryanair’s legal advisers dated 7 July 2026 provided certain information in response to the Notices and stated it (paragraph 1.5): *‘...is provided without prejudice to the concerns raised in our correspondence of 2 July 2026 regarding the legality, scope and proportionality of the Information Notices. We reserve all of our clients’ rights in that respect ...’.*

34. A letter before claim was sent in accordance with the Pre-Action Protocol for Judicial Review on 22 July 2026 (the **PAP Letter**). Ryanair requested that the CMA (paragraph 9.1(i)), *'Extend the deadline for compliance with the outstanding requests in the Notices pending the CMA's response to this letter and, if necessary, the determination of the proposed claim.'*
35. The PAP Letter also indicated that an application for interim relief might be made if the CMA did not respond substantively by 24 July 2026 and did not agree to extend the 28 July 2026 compliance deadline. The PAP Letter explained that the short deadline for a response from the CMA was set to ensure that Ryanair was (paragraph 14.3), *'not exposed to the risk of administrative penalties for non-compliance with requests whose lawfulness is disputed while the CMA considers its position.'*
36. On 29 July 2026, Ryanair's legal advisers wrote to the CMA requesting a further extension to the deadline of 5 August 2026 to 12 August 2026, to respond to certain questions. This letter was received on 30 July 2026. The letter noted that should the CMA not agree to the extension, Ryanair would (paragraph 4) *'have no practical alternative but to issue a protective application for interim relief.'* A response from the CMA confirming agreement to the proposed extension was requested by 12 pm on 30 July 2026.
37. On 30 July 2026, Ryanair's legal advisers followed up on the extension request of 29 July 2026 and noted, *'In the absence of confirmation that you will grant the requested extension will be granted (sic), our clients will have no reasonable alternative but to issue an application for urgent interim relief to safeguard their position by 3pm today. Please therefore confirm the CMA's position by that time at the latest.'*
38. A claim for judicial review was brought on 5 August 2026. The judicial review application *inter alia* challenged the lawfulness of certain questions in the Notices (questions 19 (in so far as pre-existing documents were requested), 20 (in so far as pre-existing documents were requested), 31 and 32) (the **Contested Questions**). On the same day, Ryanair's legal advisers wrote to the CMA and requested that the deadline of 12 August 2026 be stayed pending the first of either (a) the determination of the judicial review application; or (b) further order of the Court, setting out its reasons for requesting the stay. The letter noted that if the CMA did not grant the stay, Ryanair would apply for urgent interim relief and enclosed a draft order.

39. The interim relief application was made on 6 August 2026 and on the same day the Application was made to the PCA.

Observations on Issue 1(a)

40. It is clear that the complaint about the refusal to stay the deadline of 12 August 2026 which is the subject of the Application made by Ryanair was not made in writing to the SRO, although the name of the SRO as well as the process of raising a complaint with the SRO in the first instance was provided to Ryanair. The CMA procedural complaints process which is set out in the Guidance was therefore not followed.
41. At the meeting I held with Ryanair's legal advisers, they argued that they were not in a position to be aware of the internal CMA decision making process. They argued that they therefore did not know if the SRO had been involved in the decision of which they were informed in the 6 August CMA Letter.
42. As set out above, the CMA's procedural complaints process was set out for Ryanair in the opening correspondence. In the Application, Ryanair refers to details of the PCA complaints framework, and it was clear from the meeting I held with Ryanair's legal advisers that they understood the nature of the process. Ryanair had referred to the CMA's procedural complaints framework in its letter of 2 July 2026 (paragraph 8.6), which is quoted above at paragraph 31 of this decision.
43. Ryanair explained the significance it considered was attached to speed in determining this matter and the consequences for Ryanair, should the deadline not be stayed and Ryanair not comply by providing the information requested within that timeframe. In the Application, Ryanair refers to issuing an application for interim relief (paragraph 3.4) '*in the interests of time, and in order to safeguard our clients' position*'.
44. It is clear from the points set out above, that Ryanair was well aware of the CMA's procedural complaints process from the outset, including the different steps and the timeframe involved in making an application to the PCA. There would have been sufficient time for Ryanair to follow the proper process had it chosen to do so.
45. Instead, Ryanair was contemplating judicial review as well as an interim relief application, as discussed further below. This had been signalled early in its engagement with the CMA case team.

46. The PCA complaints framework is designed to deal effectively with procedural issues that arise during an investigation. The CMA website states that the role of the PCA *'is intended to ensure that procedural issues can be addressed quickly, efficiently and cost effectively'*.
47. It follows that procedural issues are matters that may be dealt with in that way and are appropriate to the administrative process and function of the PCA.
48. The Guidance states that the use of the procedural complaints process which is available to parties to an investigation does not prejudice a party's rights in respect of judicial review and/or any appeal before the courts.¹⁴ This means that once the PCA process has been concluded, a party to an investigation can still bring a judicial review.
49. The PCA complaints framework and litigation cannot and should not be run in parallel on the same complaint with the same substance, where that complaint falls within the remit of the PCA. This undermines the purpose of the PCA complaints framework which enables procedural issues to be dealt with swiftly and efficiently. There is no merit or practical benefit in bringing an administrative process when litigation has commenced.
50. At the meeting I held with Ryanair's legal advisers, they acknowledged that Ryanair had now complied with the 12 August 2026 deadline and accepted that this could not be undone. They considered however, that the benefit of pursuing a PCA challenge was more in principle and less in substance. This is not an appropriate use of the PCA complaints framework. The PCA complaints framework is designed to provide an administrative resolution in live procedural disputes.
51. I have nevertheless considered whether it would be appropriate to refer Ryanair's complaint to the SRO as provided for by the CMA procedural complaints process. In the particular circumstances of this case, in light of the points set out above, including the commencement of litigation and the fact that the compliance deadline has now passed, I do not consider that it would be appropriate.

¹⁴ Footnote 198 to paragraph 9.1 of the Guidance.

Issue 1(b): The nature of the complaint that is the subject of the Application

A significant procedural issue

52. The PCA can consider a procedural complaint in accordance with Rule 6(2) where it relates to *‘a significant procedural issue arising from a procedural decision during the course of an investigation’*. The Guidance provides the CMA’s policy on what may constitute such an issue. This includes *‘the period provided by the CMA to respond to an information notice’*.¹⁵ The Guidance makes clear that, in the CMA’s view, the PCA *‘does not have jurisdiction to review decisions on the scope of requests for information or other decisions relating to the substance of a case’*.¹⁶

53. The Application states (paragraph 2.1):

‘This complaint concerns the period provided by the CMA for our clients to respond to the Notices. The complaint therefore concerns a category of procedural decision expressly identified as within the PCA’s jurisdiction.’

Ryanair’s request for a stay

54. In the Application, Ryanair sets out the complaint and its request in several ways (paragraphs 3.2 and 4.2):

‘This complaint concerns a significant procedural issue arising from the CMA’s failure to agree to a short stay, pending judicial determination, of a discrete set of requests made within the Notices.

...a stay to the deadline for the Contested Questions from 12 August 2026 ... to such time as the matters in dispute as part of Ryanair’s claim for judicial review are resolved and/or a court order requiring a response is issued’.

55. The question of whether this Application falls within the PCA’s remit depends on whether Ryanair’s complaint can be properly characterised as being about the *‘period provided’* for compliance by providing the information requested. Alternatively, does the Application relate instead to a substantive issue, the CMA’s refusal to suspend the requirement for a response to the Notices pending determination of a legal challenge to the validity of the Contested Questions in the Notices. On one view, the complaint could be seen to be about a period of time. It is not, however, the usual type of complaint about a

¹⁵ Paragraph 9.4(b)(i) of the Guidance.

¹⁶ Paragraph 9.5 of the Guidance.

period of time. Such complaints will commonly involve arguments that a deadline is too short to enable the information concerned to be gathered. Ryanair's complaint in this case, however, is about the refusal of its request for an indefinite stay to the timeframe while substantive issues of legality and scope are determined.

56. It is not part of the PCA complaints framework to determine issues of substance. This was recognised by Ryanair in the Application which stated (paragraph 2.1), *'For the avoidance of doubt, our clients do not ask the PCA to determine the substantive merits of the CMA's investigation or the scope of the information requested.'*
57. Ryanair's legal advisers confirmed at the meeting I held with them that they used the words 'extension' and 'stay' interchangeably to relate to the time given to Ryanair to respond. These words do however carry different meanings, result in different outcomes, and may relate to different concerns. An extension of a period of time is distinct from an indefinite stay pending the outcome of an event occurring at an as yet indeterminate time.
58. I note that in the Application although the date of the deadline of 12 August 2026 is referred to, Ryanair does not present any argument that the period allowed by the CMA in setting this deadline is too short of itself or highlight any difficulty in compliance, nor does Ryanair seek any specific additional period of time to address the Contested Questions.
59. At the meeting I held with the CMA case team, it pointed out that Ryanair had provided no reason to justify the request in relation to the deadline, other than that of the challenge it was bringing about the legality of the Contested Questions. Ryanair had not presented any other practical reasons why it would be difficult to comply with the deadline set. As the CMA case team explained in the meeting, examples of such practical reasons might include the additional time required to ensure that appropriate individuals were available who could respond to a request or while requested information was being gathered.
60. Moreover, I note also from the correspondence that was provided as part of the Application, that although practical reasons which created difficulties for compliance with certain requests in the Notices had been put forward by Ryanair's legal advisers in the letter of 2 July 2026, no practical difficulties in relation to the compliance deadline for the Contested Questions were raised subsequent to that. I note that that request was addressed by the CMA case team in its response dated 7 July 2026 in which it acknowledged that

(paragraph 4), *'In the interests of pragmatism and noting the practical difficulties your clients are facing in complying with the deadlines in the Notices, we are prepared to grant extensions....'*

61. I note also that on 30 July 2026, the CMA case team extended the deadline for Ryanair to respond to the Contested Questions to 12 August 2026. It was noted that this extension was (paragraph 5), *'being granted on a pragmatic basis only, to allow your clients time to consider the CMA's Response to the Letter Before Claim with a view to avoiding unnecessary litigation... and your clients should be under no illusion that, unless they can properly justify any request for a further extension of time (which they have not done on this occasion), the CMA is highly likely to refuse such a request.'* (emphasis added).

The reasons for the request for a stay

62. In considering and assessing the nature of the complaint in the Application, it is relevant to consider the points that were set out in the Application and consider the reasons put forward by Ryanair in bringing the judicial review. The request for a stay relates solely to the conduct of that litigation. It is important to note that those reasons reflect substantially similar reasons set out in Ryanair's letter of 5 August 2026 following the issue of judicial review proceedings. These points are considered below.
63. The Application sets out several points under the heading 'Summary of procedural issues relevant to the complaint'. It states in relation to the judicial review application (paragraphs 3.11 to 3.12):

'In serving the claim, Burges Salmon requested that the CMA agree to a stay to the existing deadline of 12 August 2026 given the matters of legality and scope concerning the Contested Questions relevant to the Judicial Review claim and ultimately in need of resolution before any response can be provided.'

For the following reasons, we consider that such a stay is fair, reasonable and necessary in the circumstances:

- (a) *It is required to allow the Court to resolve the legality of the Contested Questions in the claim for Judicial Review as served on the CMA on 5 August 2026.*

(b) The stay requested does not prejudice the CMA's investigation particularly in circumstances where a large number of requests have already been complied with, the stay will only be until the Court has determined the issues, and undertakings to preserve all information and documents relating to the Contested Questions have been provided, along with an undertaking to provide the same to the CMA if so ordered or if the challenge is dismissed.

(c) Our clients face significant financial penalties for non-compliance and deadlines imposed by the CMA should not be punitive in circumstances where Ryanair is seeking to (and has always sought to) resolve the matters in dispute in order to comply with the Notices'.

64. Ryanair wrote to the CMA on 5 August 2026 following the issue of judicial review proceedings. The letter stated (paragraphs 2.2 to 2.4):

'We consider that our clients should not be required to comply with the Contested Questions while their lawfulness remains to be determined by the Court. If the Contested Questions are unlawful, then the compulsion to which they would be subjected in complying would itself be unlawful. Once the information and documents in question have been provided, they cannot be recalled, and a judgment in our clients' favour would come too late to protect the interests which the JR Application seeks to protect. Furthermore, requiring our clients to comply with the current deadline while the JR Application is on foot is liable to cause our clients to waste significant costs in responding to the Contested Questions that may ultimately not be necessary. By the same token, requiring our clients to comply with the deadline while the Court considers the JR Application would also be an inefficient use of the Court's resources. For these reasons, we are sure you will agree that compliance with the Contested Questions is no longer realistic.

Accordingly, we request that the CMA confirm by 12pm on 6 August 2026 that it will agree to stay the compliance deadline of 12 August 2026 in respect of the Contested Questions pending (whichever occurs first):

(a) determination of the JR Application; or

(b) further order of the Court.

Of the 36 Requests made within the Information Notices, our clients have provided full responses to 30 requests and further partial responses to 2 requests, for information and documents contained in the Information Notices. In light of those responses, the stay requested by our clients cannot materially

prejudice the CMA's investigation. Further, the requested stay will not impede our clients' continuing efforts to cooperate with the CMA insofar as the Information Notice contains requests that are not disputed, including by providing any clarifications reasonably required by the CMA.'

65. This request was refused by the CMA on 6 August 2026.

The litigation context

66. The litigation context is relevant to my consideration of the PCA's remit. I note that Ryanair considered it necessary to use both the PCA complaints framework and litigation in parallel to address its concerns about being required to respond to the Contested Questions before the disputed issues had been determined. The Application explains (paragraph 3.4):
'Please note that, in the interests of time, and in order to safeguard our clients' position, our clients have today issued an application for interim relief in respect of the deadline currently in place for responding to the Contested Questions and served this on the CMA. Given that the current deadline is next Wednesday, 12 August 2026, and given that the PCA endeavours to respond to complaints within 15 working days of receipt, it would clearly not be feasible for our clients to wait for the PCA's response before proceeding with that Application'.
67. It is therefore clear from the Application and from the steps taken by Ryanair in making an application for interim relief that it considered the two processes (complaint to the PCA and the litigation) were interchangeable. Both processes were used by Ryanair to address its concerns for a stay to be granted pending the outcome of the judicial review proceedings concerning the legality of the Contested Questions in the Notices. There was no reference to any practical reasons why Ryanair was requesting an additional period of time. The core of Ryanair's challenge relates to the legality of the Contested Questions and not its inability to provide the information in response to the Contested Questions. This is an issue which relates to substance.
68. This is not therefore a straightforward *'significant procedural issue arising from a procedural decision'* within the meaning of Rule 6(2). The nature of the Contested Questions in the Notices raise issues of judgement and legal assessment relating to the wider scope of the CMA's statutory powers in the context of the investigation. This is at the core of Ryanair's request to stay the requirement to reply to the Contested Questions.

69. This is also clear from the points that were set out in both the Application and the letter from Ryanair's legal advisers dated 5 August 2026 (as set out at paragraphs 63 and 64 of this decision). These put forward similar reasons for requesting the stay in relation to disclosure, costs and prejudice to Ryanair. The main reason for requesting the stay in relation to challenging the legality of the Contested Questions in the Notices is the same in both.

Observations on Issue 1(b)

70. The basis of the legal proceedings that Ryanair chose to bring in relation to the same issue as raised in the Application make clear that the request in the Application does not relate to a procedural decision about a defined time period but in fact goes to the scope of the Notices and the substance of a case.
71. In any event, Ryanair provided the information in response to the Contested Questions on 12 August 2026. There is therefore no longer a complaint in relation to an existing deadline.
72. For the reasons given above in respect of Issue 1(a), it is not appropriate for the PCA in handling an application as part of the CMA's administrative complaints process to consider an identical issue, which is already the subject of litigation, and judicial consideration.
73. Moreover, the question of whether there should be a stay of the requirement to respond to the Contested Questions pending an outcome to the judicial review proceedings has now been determined by the Court in an order (the **Order**) made by Mr Justice Chamberlain, Head of the Administrative Court (the **Judge**), on 10 August 2026 refusing Ryanair's application for interim relief.
74. I note that the Judge makes the following observations in the Order (paragraphs 7 to 10):

'The challenged Notices are presumed to be valid unless and until a court rules otherwise.'

I reject the submission that the relatively short extensions of time for compliance with the notices, granted by the Defendant for pragmatic reasons, show that a further delay would not cause material prejudice. Interim relief pending the resolution of the substantive issues would have to be in place for many months. A delay of many months to the possible benefits outlined ...

above would cause real harm to the public interest and to the private interests of the consumers whose interests the Defendant is required by Parliament to protect.

...the prejudice which the Claimants say they will suffer if the notices are allowed to stand is overstated. If the Claimants chose to comply with the notices, they will have to provide information to the Defendant, but were the claim later to succeed, the Court could in principle grant relief limiting the use that the Claimant could make of this information...

In any event, the Claimants could choose not to comply with the notices. In that case, enforcement of the notices under the statutory scheme in paras 16, 16A and 16B-C of Sch. 5 to the Consumer Rights Act 2015 would involve a court process in which Ryanair's arguments would be heard before any coercive orders were made. A penalty would follow only if: (i) the Defendant decides to proceed by a route which gives rise to a penalty; and (ii) a court finds that they failed to comply with the notices "without reasonable excuse". In the scenario where this claim succeeds (which is the scenario under consideration for these purposes), it is difficult to see how that could happen. Insofar as the Claimants decide not to take the risk that a penalty would be imposed, that would presumably reflect a judgment on their part own about how the well-founded (or otherwise) their challenge to the notices is.'

75. The Application does not raise any further considerations that were not taken into account by the Judge.

Conclusions on Issue 1

76. Ryanair did not use the PCA complaints framework appropriately to raise concerns about the time for providing responses to the Notices. It used the PCA complaints framework in parallel with litigation on the same issue, relying upon the same facts. Ryanair also did not use the CMA procedural complaints process framework correctly because it did not first bring those concerns to the attention of the SRO.
77. Moreover, it is clear from the litigation that Ryanair has brought that the concerns about the time for providing responses to the Notices were not simply about the time and practicalities for responding, but were substantive and went to the legality of the Notices themselves. The complaint is not therefore 'a significant procedural issue' within the Rules. If the PCA complaints framework had been used correctly, the Application would therefore nevertheless have been out of scope.

78. In light of the points set out above in relation to Issues 1(a) and 1(b), I do not consider the complaint in the Application falls within the remit of the PCA.

Issue 2: The process that was followed by the CMA in reaching the decision which is the subject of the Application and the rationality of that decision in accordance with Rule 6(3) of the Rules

79. In light of my conclusions set out above in relation to Issues 1(a) and 1(b) that the Application does not fall within the remit of the PCA, it is not necessary for me to consider the process that was followed by the CMA or the rationality of the decision in the 6 August CMA Letter.

Decision

After careful consideration, in light of the reasons set out above, I have decided that the issues raised in the Application lie outside of the scope of the remit of the PCA.

Frances Barr
Procedural Complaints Adjudicator
10 September 2026