

INTERNATIONAL COURT OF JUSTICE

APPLICATION INSTITUTING PROCEEDINGS

Filed in the Registry of the Court on 20 September 2026

**CASE CONCERNING DRONE ATTACKS, CYBER INTERFERENCE,
TARGETING OF CIVIL AIRCRAFT, AND VIOLATION OF AIRSPACE
SOVEREIGNTY**

(REPUBLIC OF MONTAVERRE v. REPUBLIC OF OMARIKESH)

COUR INTERNATIONALE DE JUSTICE

REQUÊTE INTRODUCTIVE D'INSTANCE

Enregistrée au Greffe de la Cour le 20 septembre 2026

**AFFAIRE CONCERNANT DES ATTAQUES DE DRONES, DES INTERFÉRENCES
CYBERNÉTIQUES,
LE CIBLAGE D'AÉRONEFS CIVILS ET LA VIOLATION DE LA SOUVERAINETÉ
DE L'ESPACE AÉRIEN**

(RÉPUBLIQUE DE MONTAVERRE c. RÉPUBLIQUE D'OMARIKESH)

I. APPLICABLE SOURCES OF INTERNATIONAL LAW

1. For the purposes of this Case, the Republic of Montaverre (“Montaverre”) and the Republic of Omarikesh (“Omarikesh”) are parties to the following international Conventions:

- i. The Convention on International Civil Aviation, signed in Chicago on 7 December 1944, including all amendments (the “Chicago Convention”);
- ii. The Charter of the United Nations, signed in San Francisco on 26 June 1945 (the “UN Charter”);
- iii. The Vienna Convention on the Law of Treaties, signed at Vienna on 23 May 1969 (the “Vienna Convention”);
- iv. The Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 (the “Montreal Convention”);
- v. The Convention on the Suppression of Unlawful Acts Relating to International Civil Aviation, signed at Beijing on 10 September 2010 (the “Beijing Convention”);
- vi. The Constitution and Convention of the International Telecommunication Union (ITU), signed at Geneva on 22 December 1992 (“ITU Convention”);
- vii. The Radio Regulations of the International Telecommunication Union (ITU), 2024 Edition (“ITU Radio Regulations”);
- viii. The Convention on Damage Caused by Foreign Aircraft to Third Parties on the Surface, signed at Rome on 7 October 1952 (“Rome Convention”).

2. Both States are members of the Council of the International Civil Aviation Organization (“ICAO”), separated by approximately 2,500 kilometers of international waters and the territory of three intermediate States.

3. Neither Party has entered a reservation to any of the foregoing instruments, and both Parties are considered fully bound by their provisions.

II. STATEMENT OF FACTS

A. Geopolitical Context

4. Montaverre and Omarikesh are non-neighboring States whose historical and contemporary relations have been marked by strategic competition and geopolitical tension stemming from:

- competing claims over maritime zones in the Eastern Ocean, particularly regarding access to critical sea lanes;
- rivalry in the development and export of advanced technologies, including artificial-intelligence systems and rare-earth element processing;
- disputes over the status of the Rare Earth Valley region, located in a third State but subject to competing economic interests from both Montaverre and Omarikesh;
- historical, colonial-era territorial disputes that have resurfaced in the context of modern resource competition;
- the lapse, on 1 March 2024, of the 2019 Framework Agreement on Cyber Confidence-Building Measures between the two States, which had established a bilateral notification channel for suspected State-sponsored cyber activity and which Omarikesh declined to renew; and
- two prior cyber-intrusion incidents, in 2021 and 2023, targeting Montaverrian energy and telecommunications infrastructure, which were publicly attributed by independent cybersecurity researchers to Advanced Persistent Threat (“APT”) groups operating from Omarikesh territory.

Omarikesh denied responsibility on both occasions, and neither incident was referred to international adjudication or formal bilateral consultation.

5. Despite their physical separation, both States maintain:

- advanced air-transport systems with extensive international routes;
- active participation in ICAO as ICAO Council members;
- sophisticated cyber capabilities, with each known to host APT groups;

- extensive satellite and long-range communication networks;
 - status as co-sponsors, without reservation, of United Nations General Assembly Resolution 76/19 (2021) on responsible State behavior in the use of information and communications technologies, which both States have on prior occasions invoked in diplomatic correspondence as reflective of binding due-diligence obligations; and
 - bilateral trade exceeding USD 4.2 billion in 2025, with Omarikesh supplying approximately 30 per cent of the processed rare-earth compounds used in Montaverre's aerospace and defense manufacturing sector, creating an asymmetric economic interdependency frequently cited in each State's domestic political discourse.
6. The Republic of Atishava, located approximately 1,200 kilometers from Montaverre, is:
- a regional ally of Montaverre, with which it shares a defense cooperation treaty concluded in 2015;
 - the State of manufacture of aircraft ATA-912 (type R912), the aircraft targeted in the attack, built by Atishava Aerospace Industries, a private company;
 - the State of registry for the aircraft in question; the State of nationality of 156 of the 162 persons on board the targeted aircraft; and
 - the home State of the insurance and reinsurance consortium that underwrote aircraft ATA-912's hull and liability cover, at an insured hull value of approximately USD 95 million.

B. The Annual Commemoration and Air Show

7. On 10 September 2026, Montaverre held its annual National Unity Day commemorations in Capital City, featuring:
- a traditional air show performed by the Montaverrian Armed Forces;
 - the planned public announcement of Montaverre's new "Stormhawk" fifth-generation fighter jet;
 - a coordinated formation of 1,000 locally manufactured drones, model Halcyon-X, manufactured by Meridian Aerosystems, a Montaverrian State-controlled enterprise,

programmed to render a symbolic likeness of the Stormhawk aircraft during a flyover above the Monument of the Eternal Flame;

- attendance by the Head of State of Montaverre, senior military leadership, and a foreign diplomatic delegation seated in an official viewing stand approximately 200 meters from the Monument; and
- certification of the Halcyon-X fleet and flight choreography by Montaverre's Civil Aviation Security Directorate on 5 September 2026, two days after Meridian Aerosystems had remotely pushed a routine firmware update to the fleet on 3 September 2026.

8. The drone display took place over the Monument of the Eternal Flame, approximately 8 kilometers from Capital City International Airport (IATA: XQZ; ICAO: ZZMV), Montaverre's principal international gateway, which remained fully operational throughout the event with no airspace restrictions or closures in place. A Notice to Airmen ("NOTAM") issued on 8 September 2026 advised of the drone display, but did not restrict or suspend commercial operations, consistent with the practice followed without incident at four previous editions of the display.

9. At the time of the attack, Capital City International Airport was handling an average of 45 aircraft movements per hour; multiple international flights, including Atishava Airlines aircraft ATA-912 on final approach; and standard air-traffic-control procedures, with no special security measures in place.

C. The Drones Incident and Aircraft Targeting

10. At approximately 14:37:02 UTC, as the drone formation approached the Monument of the Eternal Flame, telemetry logs later recovered from Meridian Aerosystems' ground-control station show that, within a two-second window, the drones began to deviate from their programmed flight paths. Video footage from at least eleven public and official cameras, together with the recovered telemetry, indicates that the formation split into two distinct groups through what appears to have been pre-programmed flight-path modifications, the means of introduction of which remain undetermined (see paragraph 13(a) below):

- a. Primary Group (approximately 700 drones): continued toward the Monument of the Eternal Flame, spinning out of control and crashing into the monument within 90 seconds, causing:

- i. structural damage to the Monument of the Eternal Flame, including the collapse of its northern colonnade;
 - ii. 47 civilian fatalities from falling debris, including a member of the accompanying foreign diplomatic delegation; and
 - iii. 112 injuries requiring hospitalization.
 - b. Secondary Group (approximately 300 drones): changed course toward Capital City International Airport. This group:
 - i. travelled approximately 8 kilometers from the vicinity of the monument to the airport in 96 seconds, implying a sustained ground speed of approximately 300 kilometers per hour, exceeding the Halcyon-X's certified maximum operating speed of 210 kilometers per hour;
 - ii. maintained a coordinated formation with a lateral spread of less than 40 meters throughout the transit, according to Montaverre's National Security Agency radar reconstruction and the Montaverrian Air Navigation Service Provider recording; and
 - iii. targeted an aircraft of type R912, registration ATA-912, manufacturer's serial number 9876, operated by Atishava Airlines, that was on final approach for landing.
11. Aircraft ATA-912 (type R912, manufactured by Atishava Aerospace Industries in the Republic of Atishava), had departed from New Atishava International Airport (IATA: NAT; ICAO: ZZFA) at 12:45:32 UTC; 156 passengers (all Atishava nationals) and 6 crew members (mixed nationalities) on board; been cleared for landing by Montaverre Air Traffic Control at 14:35:17 UTC; and no knowledge of any drone activity at the time of approach; the cockpit voice recorder, recovered on 12 September 2026, records the flight crew's first reference to "unidentified objects" at 14:38:47 UTC, 20 seconds before impact.
12. At 14:39:07 UTC, as aircraft ATA-912 was at approximately 500 feet on final approach to Runway 09L, the secondary group of drones converged on the aircraft's flight path; multiple drones collided with the aircraft's fuselage, wings, and both engines, with the flight data recorder registering near-simultaneous loss of thrust on both engines within a 1.4-second interval; the collisions caused a catastrophic loss of control; the aircraft crashed approximately 2 kilometers short of the runway threshold, within Montaverrian territory; and the crash resulted in the complete

destruction of the aircraft and the death of all 162 persons on board, including 156 Atishava nationals and 6 crew members of mixed nationality.

13. Preliminary investigations conducted by Montaverre’s National Security Agency (“NSA”), in charge of investigations and forensics related to information-security events targeting Montaverre’s aviation stakeholders; Montaverre’s Transport Safety Board (“MTSB”); Atishava’s Aircraft Accident Investigation Bureau; and a joint technical team operating under an international civil aviation fact-finding framework convened at the Council level of the International Civil Aviation Organization revealed that:

- a. Drones: all 1,000 drones had been compromised prior to the event through:
 - i. firmware modifications during the 3 September 2026 software update pushed from Meridian Aerosystems;
 - ii. physical access during scheduled maintenance at Montaverre’s primary drone-maintenance facility between 20 and 25 August 2026; and
 - iii. supply-chain interception of drone flight-controller components sourced from a third-country supplier between March and June 2026.

The investigation was unable to determine conclusively which vector was operative, or whether multiple vectors were used in combination.

- b. Explosives: approximately 100 drones had been fitted with RDX-based explosive charges. Forensic analysis found that the chemical composition was *consistent with* military-grade RDX produced by manufacturers known to operate in Omarikesh, and that the impurity profile resembled one associated with Omarikesh’s defense industry. A partial batch number (OM-2025-RDX-11...) suggested a possible link to the Omarikesh Ordnance Factory; however, records were incomplete, and Omarikesh has produced evidence that a quantity of RDX from the relevant production period was diverted in a documented 2025 theft from a third-country transshipment facility. The investigation could not exclude that the explosives were obtained through this or another third-party source.
- c. Control Systems: the drones’ flight-control systems had been hijacked through:
 - i. Global Navigation Satellite System (“GNSS”) spoofing using meaconing techniques to provide false position data;

- ii. command-and-control (“C2”) link injection in the 2.4 GHz and 5.8 GHz ISM bands; and
 - iii. exploitation of two zero-day vulnerabilities in the drones’ firmware, one of which had reportedly been disclosed in a closed-door briefing to Omarikesh’s national cyber-defense authority under a since-lapsed 2020 information-sharing arrangement.
- d. Coordination: the entire operation demonstrated:
 - i. precise timing to the second, drone interception timed to coincide precisely with the aircraft’s most vulnerable phase of flight;
 - ii. knowledge of aircraft ATA-912’s flight path and timing, apparently obtained through unauthorized access to Montaverre Air Traffic Control’s flight-data-processing system nine days before the attack;
 - iii. access to real-time flight data; and
 - iv. the ability to coordinate actions across an 8-kilometer distance.
- e. Airspace Management: despite the ongoing drone incident:
 - i. no airspace closure or restriction was implemented;
 - ii. air-traffic control continued normal operations;
 - iii. no warnings were issued to aircraft in the area; and
 - iv. the airport remained fully operational throughout the incident.
- f. Leaked Documentation: a memorandum, purportedly originating from a unit within Omarikesh’s Ministry of Defense and published by an anonymous whistleblower platform on 16 September 2026, described a contingency framework for “kinetic-adjacent, deniable operations” against “adversary unmanned aerial assets and their supporting infrastructure.” Omarikesh has stated that the document is either fabricated or, if genuine, reflects a preliminary planning paper that was never approved or implemented.

D. Technical Evidence of the Cyber Attack

14. Forensic analysis revealed sophisticated cyber-physical attack characteristics:
 - a. Attack Vector: the operation drew on methodology from previous large-scale supply-chain compromises, featuring:
 - i. long-term implantation of malicious code in drone firmware;
 - ii. multi-stage payload delivery;
 - iii. zero network footprint of the drones during the dormant phase; and
 - iv. plausible deniability through legitimate-appearing control signals.
 - b. GNSS Spoofing Mechanism:
 - i. Meaconing Technique: rebroadcast of genuine GNSS signals with calculated delays;
 - ii. Dual Targeting: both the drones and aircraft ATA-912 received false GNSS data;
 - iii. Equipment Used: software-defined radios with 20-watt amplifiers; and
 - iv. Frequency Targets: GNSS L1 (1575.42 MHz) and GNSS L2 (1227.60 MHz), both allocated for radionavigation-satellite services under the ITU Radio Regulations.
 - c. C2 Link Injection:
 - i. Frequency: 2.4 GHz and 5.8 GHz ISM bands (common drone-control frequencies);
 - ii. Protocol Emulation: a commercial drone-control protocol emulated to mimic legitimate drone controllers; and
 - iii. Payload: commands overriding the programmed flight paths, with aircraft ATA-912's transponder signals intercepted and potentially manipulated.
 - d. Network Intrusion Path:
 - i. Primary Node: Internet Protocol ("IP") addresses registered to Omarikesh's Ministry of Communications (185.204.118.45 and 185.204.118.47);
 - ii. Satellite Relays: OmarikeshSat-1 and OmarikeshSat-2 communications satellites;

- iii. Secondary Node: a server in a neutral third country previously associated with operations of the APT group called “Desert Mirage”;
 - iv. Timing Server: synchronized with atomic-clock signals for precise coordination; and
 - v. Malware Signature: the implant, internally designated “Obsidian Falcon” by responding forensic teams, shares approximately 85 per cent of its code base with malware previously attributed to Desert Mirage in the 2023 incident referenced at paragraph 4(f) above.
- e. Dissenting Forensic Opinion: a private cybersecurity firm retained by Omarikesh published a rebuttal report on 20 September 2026 asserting that certain command signatures were consistent with tooling associated with a different, unnamed regional APT group, and suggesting the possibility that the attack had been staged to implicate Omarikesh. The Global Aviation Security Alliance, as referenced in paragraph 16, has disputed this rebuttal as methodologically unsound, noting that it relied on a smaller and non-independently verified malware sample.

E. Responses and International Reactions

15. Omarikesh has denied any involvement in the attack, stating that, the allegations are “politically motivated” and lack credible evidence; Omarikesh has no control over drone operations in Montaverre; the explosive signatures could be fabricated or copied from legitimate materials; the IP addresses may have been spoofed or compromised by third parties; as non-neighboring States, Omarikesh lacks the capability to conduct such operations in Montaverre; the targeting of the Atishava aircraft was a tragic coincidence; and the leaked memorandum referenced at paragraph 13(f) above is either fabricated or reflects an unadopted contingency paper with no operational effect.

16. An independent cybersecurity consortium, the Global Aviation Security Alliance, published a report on 14 September 2026, attributing the attack to Desert Mirage, a non-State APT group known to operate from Omarikesh territory. The report noted that the tactics, techniques, and procedures matched Desert Mirage’s known profile; Desert Mirage has previously demonstrated long-range cyber capabilities; the group maintains satellite communication links capable of enabling such operations; the sophistication of the attack suggests access to State-level resources; and Desert Mirage’s historical targeting pattern has, on each prior occasion, aligned

with Omarikesh's strategic and economic interests, though the report stopped short of concluding that Omarikesh directed or controlled the group's operations in this instance.

17. Atishava has issued strong protests to both Omarikesh and the international community, citing the deliberate targeting of its civilian aircraft; the loss of 156 of its citizens; violations of the Chicago Convention and the Montreal Convention; and the need for full international cooperation in the investigation. On 18 September 2026, Atishava additionally submitted a note verbale to Omarikesh reserving all rights to pursue claims for reparation in its own capacity and on behalf of the families of its deceased nationals.

18. Montaverre promulgated Emergency Regulation 03/26 on 11 September 2026, authorizing the interception and destruction of unauthorized drones in Montaverrian airspace; enhanced monitoring of all UAS operations; the suspension of all flights originating from or transiting through Omarikesh airspace; and mandatory cybersecurity audits for all drone operators.

19. On 12–13 September 2026, Montaverre's air-defense systems detected and intercepted three additional drones approaching from international airspace; all three of which carried similar explosive payloads and compromised control systems; and debris that, on analysis, revealed RDX signatures similar to those described in paragraph 13(b) above, and GNSS-spoofing equipment.

20. The airspace over Capital City International Airport was never closed during the incident. Commercial flights continued to operate normally, with the exception of the Atishava Airlines aircraft ATA-912, which was brought down by the drone swarm. On 15 September 2026, following the failure of direct bilateral consultations held in a neutral third State on 13–14 September 2026, Montaverre transmitted a formal note verbale to the Ministry of Foreign Affairs of Omarikesh setting out the allegations summarized above; Omarikesh replied by note verbale on 17 September 2026, rejecting the allegations in their entirety and characterizing Montaverre's Emergency Regulation 03/26 as "a disproportionate and destabilizing unilateral measure."

F. Custody of Evidence and the Annex 13 Investigation

21. Montaverre's National Security Agency recovered debris from both the monument site and the airport crash site, including fragments of drone flight-controller boards, RDX residue, and aircraft ATA-912's flight data and cockpit voice recorders. Montaverre has retained exclusive physical custody of this material, characterizing it as evidence in an ongoing criminal and national-security investigation. Omarikesh, joined by Atishava, has requested full and independent access to the recovered components, invoking mutual cooperation obligations which, according to

Montaverre, apply, if at all, only by analogy, since Annex 13 to the Chicago Convention was drafted to govern the investigation of accidents and incidents rather than a deliberate, mixed cyber-and-kinetic attack. Montaverre has permitted Atishava's Aircraft Accident Investigation Bureau limited, supervised access to the flight data and cockpit voice recorders, but has declined to grant Omarikesh's investigators any access, citing the ongoing criminal investigation as a matter of Montaverrian domestic law. The Parties dispute whether, and to what extent, Annex 13 procedures and the general duty of international cooperation in air-accident and security investigations apply to the recovered material.

G. Impact on the Republic of Atishava and Third-Party Claims

22. Families of the 156 Atishava nationals killed aboard aircraft ATA-912, together with the estate of the deceased member of the foreign diplomatic delegation referenced at paragraph 10(a)(ii) above, have initiated or announced their intention to initiate civil proceedings in multiple jurisdictions against Meridian Aerosystems, Atishava Aerospace Industries, and the insurers and reinsurers of aircraft ATA-912. The insurance consortium referenced at paragraph 6(d) above has indicated that it will seek subrogated recovery from whichever State or non-State actor is ultimately found responsible for the loss of the aircraft. On 16 September 2026, Atishava publicly announced its intention to seek to intervene, pursuant to Article 62 of the Statute of the Court, in any proceedings instituted before the Court in respect of these events, asserting a legal interest as the State of manufacture and registry of aircraft ATA-912 and the State of nationality of the overwhelming majority of the victims.

III. LEGAL FRAMEWORK AND ALLEGED VIOLATIONS

A. Violation of Airspace Sovereignty (Article 1, Chicago Convention)

23. Montaverre alleges that Omarikesh violated Article 1 of the Chicago Convention through effective control over the drones operating in Montaverre's sovereign airspace; the use of those drones to conduct hostile acts against Montaverre's territory and aviation; and the failure to prevent Omarikesh's territory and resources from being used to launch the attack. Omarikesh responds that it exercised no control over the drones, that the compromise vectors identified at paragraph 13(a) remain undetermined and may have operated entirely within Montaverre's jurisdiction, and that it cannot be responsible for acts it neither directed nor could reasonably have prevented. The Court is asked to determine whether, on the evidence, the attack is attributable to Omarikesh and, if so, whether it constituted a violation of Montaverre's sovereignty.

B. Unlawful Interference with International Civil Aviation

24. Montaverre contends that the attack endangered and destroyed civilian lives and property, targeted an international commercial flight of a third State in Montaverre's airspace, and misused civil aviation infrastructure situated in Montaverre's own territory, contrary to the object and purpose of Article 4 of the Chicago Convention. Omarikesh denies any involvement in the attack and observes that, if the Court is not satisfied that the attack is attributable to it, no responsibility can arise under the Convention. The Court is asked to determine whether the attack, if attributable to Omarikesh, was inconsistent with Omarikesh's obligations under Article 4 of the Chicago Convention.

C. Breach of Annex 17 to the Chicago Convention (Aviation Security)

25. Montaverre alleges that Omarikesh's failure to prevent its territory from being used in connection with the attack is inconsistent with its obligations under Annex 17, including Standards 2.1.1–2.1.4 (establishment of an organization and implementation of regulations, practices and procedures to safeguard civil aviation against acts of unlawful interference, and responsiveness to increased threats); Standards 3.1.1–3.1.2 (the national civil aviation security program and the designation of an appropriate authority); Standard 4.2.1 and associated Standards under the heading "Measures relating to access control" (protection against unauthorized access); Standard 4.9.1 (identification of critical information and communications technology systems and data used for civil aviation purposes and, in accordance with a risk assessment, development and implementation of measures to protect them from unlawful interference); Recommended Practice

4.9.2 (ensuring that such measures protect the confidentiality, integrity and availability of the identified critical systems and data, including security by design, supply-chain security, network separation and the protection of remote access capabilities); and Standard 2.4.4 (procedures to share with other Contracting States, in a timely manner, threat information applicable to their aviation security interests), having regard to the apparent prior disclosure of one of the exploited zero-day vulnerabilities to Omarikesh's national cyber-defense authority referenced at paragraph 13(c)(iii) above. Omarikesh responds that it maintains a national civil aviation security program and an appropriate authority in conformity with Annex 17; that the compromise vectors identified in paragraph 13(a) were not shown to have operated from its territory; that the 2020 information-sharing arrangement lapsed and its records were destroyed, so that any link between the disclosed vulnerability and the attack is speculative; and that Recommended Practice 4.9.2 is, by its nature, not binding. The Court is asked to determine whether Omarikesh failed to discharge any binding obligation under Annex 17 with respect to the events at issue.

D. Violation of the Montreal Convention 1971

26. Montaverre contends that the use of explosives and the targeting of aircraft ATA-912 constitute the unlawful and intentional destruction of an aircraft in service, contrary to Article 1(1)(b) of the Montreal Convention; the placing of a device likely to destroy an aircraft in service, contrary to Article 1(1)(c); and acts against the safety of civil aviation, and that pursuant to Articles 3 and 5 Omarikesh has failed to discharge its obligations of prosecution or extradition with respect to any individuals identified as responsible. Omarikesh responds that it has opened its own criminal investigation, that no individual has yet been identified to its satisfaction as responsible, and that the *aut dedere aut punire* obligations presuppose the presence of a suspect within its jurisdiction, which has not been established. The Court is asked to determine whether the events fall within the Montreal Convention and whether Omarikesh has complied with its obligations thereunder.

E. Violation of the Rome Convention 1952

27. Montaverre submits that the damage caused to third parties on the surface at the Monument of the Eternal Flame, and the destruction of aircraft ATA-912, engage Omarikesh's responsibility under the Rome Convention for damage caused by foreign aircraft to third parties, and that the Convention's principles of compensation for surface damage apply a fortiori where the damage results from the deliberate weaponization of aerial platforms attributable to a foreign State. Omarikesh responds that the Rome Convention governs liability of the operator of a foreign

aircraft for accidental damage, that aircraft ATA-912 was an Atishava-registered aircraft destroyed by drone attack rather than by its own operation, and that the Convention cannot be extended to conduct of the kind alleged. The Court is asked to determine the proper scope of the Rome Convention and whether it applies to the damage at issue.

F. Violation of the Beijing Convention 2010

28. Montaverre contends that the attack constitutes an offence under the Beijing Convention 2010, in that the perpetrators unlawfully and intentionally used an aircraft in service for the purpose of causing death, serious bodily injury, or serious damage to property, contrary to Article 1(1)(a); used technological means to interfere with the operation of air navigation facilities, contrary to Article 1(1)(f), through the GNSS spoofing and command-and-control link injection described at paragraphs 13(c) and 14 above; and released or discharged a device or substance capable of causing death or serious injury, contrary to Article 1(1)(g), through the RDX-based explosives fitted to the compromised drones. Omarikesh responds that Article 1(1)(a) of the Beijing Convention concerns the use of an aircraft as a means of causing harm, whereas aircraft ATA-912 was the target rather than the instrument of the attack; that the interference provisions presuppose conduct attributable to a State party; and that in any event its conduct is not attributable. The Court is asked to determine whether the events, if attributable to Omarikesh, constitute offences under the Beijing Convention.

G. Violation of the ITU Constitution and Convention and the Radio Regulations 2024

29. Montaverre contends that the GNSS spoofing and command-and-control link injection described above constituted harmful interference with radiocommunication services within the meaning of Article 45 of the ITU Constitution and Article 15 of the ITU Radio Regulations 2024, in that signals were deliberately transmitted on frequencies allocated to radionavigation-satellite services (GNSS L1 and L2) with the object of degrading or falsifying those services, without license, coordination, or notification to the International Telecommunication Union or to Montaverre, contrary to the obligation of Member States under Article 45 to prevent harmful interference originating from stations under their jurisdiction. Omarikesh responds that the interfering transmissions have not been traced to stations under its jurisdiction; that no frequency assignment of its own was implicated; and that Member States' obligations under Article 45 are obligations of conduct – to prevent and take steps to stop interference of which they are aware – rather than strict liability for interference by unknown actors. The Court is asked to determine

whether harmful interference within the meaning of the ITU instruments occurred and, if so, whether it is attributable to Omarikesh and whether Omarikesh failed to take the preventive steps required of it.

H. Breach of Customary International Law

30. Omarikesh's actions violate the prohibition on the use of force under the UN Charter, Article 2(4), the drone-and-cyber-enabled attack having caused 209 deaths and extensive property destruction of a scale and effect comparable to conventional armed attacks; the duty to prevent transboundary harm; the obligation to cooperate in the suppression of unlawful acts; the principle of State responsibility for internationally wrongful acts, as codified in the International Law Commission's Articles on Responsibility of States for Internationally Wrongful Acts (2001); and the customary due-diligence obligation not knowingly to allow one's territory, or infrastructure and non-State actors operating from it, to be used to the detriment of the rights of other States.

I. State Responsibility for the Conduct of "Desert Mirage"

31. Montaverre submits, in the alternative and in addition to any finding of direct State conduct, that the conduct of Desert Mirage is attributable to Omarikesh on either of two available bases under the "effective control" standard, on the basis that the operation's precision, resourcing, and access to classified Montaverrian flight data are explicable only by direct Omarikesh State direction or control over the group's specific operations; or in the further alternative, under the "overall control" standard, on the basis that Omarikesh financed, equipped, and directed Desert Mirage's general operations, such that specific instructions with respect to this attack are not required for attribution.

32. Montaverre further submits that, even if the Court were not satisfied that Desert Mirage's conduct is directly attributable to Omarikesh under either standard, Omarikesh nonetheless bears independent responsibility for its own conduct in knowingly allowing Desert Mirage to operate from its territory and use State-controlled infrastructure – including the IP addresses and satellite relays identified at paragraph 14(d) above – without taking any measures to prevent, investigate, or suppress its activities, contrary to the due-diligence standard applicable to State toleration of harmful non-State conduct. Montaverre acknowledges that attribution findings of this nature require clear and convincing evidence, consistent with the applicable standard of proof, and submits that the cumulative technical, financial, and circumstantial evidence summarized in Part II above meets that standard.

J. Rights of Third States and Injured Aliens

33. The interests of the Republic of Atishava and its nationals, though not themselves the subject of this Application, inform the scope of reparation owed by Omarikesh. Montaverre submits that the Court's determination of Omarikesh's responsibility toward Montaverre necessarily encompasses reparation for injury to Atishava nationals occurring within Montaverrian territory as a direct and foreseeable consequence of Omarikesh's internationally wrongful conduct, without prejudice to any separate claim Atishava may bring in its own right or through intervention under Article 62 of the Statute of the Court.

IV. RELIEF SOUGHT

A. Montaverre's submissions

Montaverre respectfully requests the Court to adjudge and declare that:

1. Omarikesh violated Montaverre's sovereignty under Article 1 of the Chicago Convention and customary international law by conducting, or by knowingly allowing its territory and State-controlled infrastructure to be used to conduct, a long-range, cyber-enabled attack on Montaverre's airspace and aviation;
2. Omarikesh is responsible for the unlawful interference with international civil aviation; the use of explosives against civilian targets; the deliberate targeting of a commercial aircraft in flight; the endangerment of international aviation safety; and the unlawful interference with radiocommunication services contrary to the ITU Constitution and the Radio Regulations 2024;
3. Omarikesh bears international responsibility for the loss of life and damage arising from the attack on the monument; the destruction of the Atishava Airlines aircraft ATA-912 and the death of all persons on board; and all resulting damage to third parties, and must provide full reparation therefor;
4. Omarikesh must cease all hostile cyber operations targeting Montaverre; cooperate fully with international investigations, including by providing full and transparent access to any evidence in its possession or control; prevent its territory from being used for similar attacks; and take all necessary measures to identify, investigate, and, as appropriate, prosecute or extradite individuals responsible for the attack, consistent with its obligations under the Montreal and Beijing Conventions;
5. Omarikesh must compensate Montaverre and Atishava for all damages, including monument reconstruction and victim compensation; full compensation for the destruction of aircraft ATA-912 (USD 95 million) and for all 162 lives lost; economic losses arising from airspace disruption; cybersecurity upgrade costs; and any sums for which Montaverre, Meridian Aerosystems, or their insurers may ultimately be held liable to third parties, including the families of Atishava nationals and the insurers of aircraft ATA-912, as a consequence of Omarikesh's internationally wrongful conduct.

B. Omarikesh's position (as communicated by its note verbale of 17 September 2026)

Omarikesh respectfully requests the Court to adjudge and declare that:

1. Omarikesh did not violate Montaverre's sovereignty under Article 1 of the Chicago Convention or under customary international law, in that the attack was neither conducted by, nor directed or controlled by, Omarikesh or any of its organs or agents, and Omarikesh neither knew nor had reason to know, in advance of the attack, that its territory or infrastructure would or might be used for such purposes;
2. Omarikesh bears no international responsibility for the interference with international civil aviation; the use of explosives against civilian targets; the targeting of a commercial aircraft in flight; the endangerment of international aviation safety; or any interference with radiocommunication services, in that the conduct described has not been attributed to Omarikesh and no binding obligation of Omarikesh has been shown to have been breached;
3. Omarikesh bears no international responsibility for the loss of life, the destruction of aircraft ATA-912, or any other damage arising from the attack, and accordingly owes no reparation therefor;
4. Omarikesh has complied, and continues to comply, with its obligations under the Montreal and Beijing Conventions, including by opening its own criminal investigation into the events; and the evidence gathered by the preliminary investigations, being circumstantial and containing the undetermined elements identified at paragraph 13 above, does not meet the clear and convincing standard required for findings of attribution or responsibility against a State;
5. Montaverre's claims must be dismissed in their entirety, and, further, Omarikesh requests the Court to adjudge and declare that Montaverre's public attribution of the attack to Omarikesh, made pending investigation and without supporting proof, was unwarranted, and that Montaverre must refrain from further assertions of Omarikesh's responsibility unsupported by evidence, and must accord Omarikesh, in respect of the events at issue, the treatment consistent with the absence of any established internationally wrongful act.

V. JURISDICTION OF THE COURT

34. Both Montaverre and Omarikesh have accepted the jurisdiction of the International Court of Justice pursuant to Article 36, paragraph 2, of the Statute of the Court.

35. Atishava has indicated its intention to submit a request to the Court to be permitted to intervene under Article 62 of the Statute of the Court, in view of its significant legal interest as the State of manufacture and registry of the aircraft targeted in the attack.

Respectfully submitted,

On behalf of the Government of the Republic of Montaverre

[Signature of the Minister of Foreign Affairs]

Date: 20 September 2026