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THE WRIT OF "CELESTIAL" HABEAS CORPUS: JURISDICTIONAL HURDLES IN PRIVATE SPACE HABITATS

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ABSTRACT

The rapid privatization of outer space has fundamentally altered the paradigm of extraterritorial jurisdiction, shifting the control of human survival from sovereign states to commercial enterprises. While frameworks like the 1967 Outer Space Treaty heavily regulate state responsibility, they remain dangerously silent on the legal remedies available to individuals trapped off-world by corporate logistical failures or sudden insolvency. Grounded in the recent reality of the Boeing Starliner anomalies that left astronauts marooned in orbit for months, this paper investigates a terrifying legal lacuna: what happens when returning to Earth becomes an impossible luxury? If a bankrupt transport company or a profit-driven habitat operator refuses to repatriate a civilian passenger, does the lethal vacuum of space transform a simple breach of contract into unlawful detention?

Through a comparative legal methodology, the research explores the breakdown of the writ of Habeas Corpus when the custodian is a private corporation rather than a government entity. By drawing parallels to the "State Actor" doctrine seen in Boumediene v. Bush and analysing the absolute physical constraints of the "total restraint" tort doctrine, the analysis argues for aggressively piercing the corporate veil. Reacting to a crisis with terrestrial litigation is entirely futile when a plaintiff's breathing air is tied to a liquidated company's assets. To prevent a modern era of celestial serfdom, the study concludes that international law must pre-emptively codify a "Right to Repatriation" modelled directly on the Maritime Labour Convention, legally mandating untouchable corporate rescue bonds before any commercial vessel ever clears the launch pad.

Keywords: *Space Law, Habeas Corpus, Extraterritorial Jurisdiction, State Actor Doctrine, Constructive Imprisonment, Commercial Spaceflight, Right to Repatriation*

INTRODUCTION: THE ILLUSION OF THE RETURN TICKET

Outer space jurisprudence has comfortably rested on the assumption of state-backed missions and infinite funding. The creeping privatization of the cosmos, however, is actively dismantling that safety net. Consider the recent mission involving NASA astronauts Sunita Williams and Butch Wilmore, who launched on June 5, 2024, for what was supposed to be an eight-day test flight.[1,2] Following cascading technical failures on Boeing's Starliner, the duo found themselves effectively marooned on the International Space Station for 286 days until a SpaceX rescue in March 2025. NASA naturally framed this extended orbital stay as a triumph of scientific adaptability. Stripping away the public relations rhetoric and examining the situation through a strict legal lens reveals a terrifying vulnerability regarding human liberty. What happens when a mission's parameters shift from a voluntary scientific endeavour to a mandatory confinement dictated entirely by the logistical failures of a private contractor? If, at the five-month mark, an astronaut simply demands to go home, and the private entity declares that sending an immediate rescue vessel is commercially impossible, the habitat immediately ceases to be a workplace. It becomes a sovereign, inescapable jail.

Pushing this reality into the near future makes the legal implications significantly more severe. We have already seen how violently corporate whims can impact global markets on Earth. When retail investors triggered the GameStop short squeeze, trading platforms unilaterally halted the buying of shares to protect institutional capital.[3] Similarly, Elon Musk’s abrupt Twitter acquisitions and unilateral Tesla disclosures forced terrestrial courts to hastily redefine corporate accountability in digital and financial spaces.[4] The transition to commercial space habitats will force international tribunals to confront the physical limits of human rights in the exact same way. Imagine a scenario where a private citizen pays to visit a commercially owned sector of the Moon, only to have their transport company file for bankruptcy and liquidate its assets mid-journey. If that individual demands to return to Earth and a state issues a writ of *Habeas Corpus*, the custodian is no longer a government agency. Should the bankrupt company cite fuel costs or orbital mechanics to avoid compliance, they weaponize the harsh realities of

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[1] *NASA Decides to Bring Starliner Spacecraft Back to Earth Without Crew*, NASA (Aug. 24, 2024), https://www.nasa.gov/news-release/nasa-decides-to-bring-starliner-spacecraft-back-to-earth-without-crew/.

[2] Kenneth Chang, *Boeing Starliner Astronauts Will Return to Earth on SpaceX Dragon*, N.Y. Times (Aug. 24, 2024), https://www.nytimes.com/2024/08/24/science/boeing-starliner-nasa-astronauts.html.

[3] Matt Levine, *GameStop Is Just a Game*, Bloomberg (Jan. 28, 2021), https://www.bloomberg.com/opinion/articles/2021-01-28/gamestop-is-just-a-game.

[4] *Elon Musk's Twitter Takeover: A Timeline*, Reuters (Oct. 28, 2022), https://www.reuters.com/markets/us/elon-musks-twitter-takeover-timeline-2022-10-28/.

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space to bypass international human rights norms.

Despite these looming threats, a glaring research gap exists in current extraterrestrial legal frameworks. Scholarship surrounding the 1967 Outer Space Treaty heavily analyses state responsibility under Article VI and jurisdiction under Article VIII[5,6], yet it completely ignores the breakdown of terrestrial remedies, specifically the writ of *Habeas Corpus,* when the custodian is a private corporation operating in a financially prohibitive environment. Current treaties offer no safety net for the private tourist or off-world resident stranded by corporate insolvency, leaving their fundamental liberty entirely contingent on the financial health of their transport provider.

This paper hypothesizes that unless private space enterprises operating closed, extraterritorial habitats are legally classified as "State Actors," the high cost of orbital extraction will be perpetually used as a valid legal defence for constructive imprisonment. To test this, the research will employ a comparative legal methodology. It will analyse the extraterritorial application of human rights found in landmark cases like *Boumediene v. Bush*,[7] cross-examine them with the "total restraint" doctrines of English tort law, and draw direct parallels to Admiralty Law, where international protocols already compel the immediate repatriation of sailors stranded by bankrupt shipping lines.[8]

PART I: CONSTRUCTIVE IMPRISONMENT AND THE SOVEREIGN JAILER

To understand how a commercial habitat transforms into a prison, we have to completely discard Earth-bound notions of confinement. Historical courts have spent centuries debating the exact physical parameters of unlawful detention, almost always relying on the presence of visible, physical barriers. Look at the foundational 1845 English tort case *Bird v. Jones*,[9] where the court established that merely blocking a public footway did not constitute false imprisonment. The plaintiff, they argued, was only partially obstructed and could easily turn around to walk away. How does a plaintiff turn around and walk away from a lunar mining

[5] Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, Jan. 27, 1967, 18 U.S.T. 2410, 610 U.N.T.S. 205.
[6] Bin Cheng, *Studies in International Space Law* 230 (1997).
[7] *Boumediene v. Bush*, 553 U.S. 723 (2008).
[8] Moira McConnell, *The Maritime Labour Convention, 2006: A Legal Primer to an Emerging International Regime*, 15 Ocean Y.B. 12 (2011).
[9] *Bird v. Jones*, (1845) 7 Q.B. 742 (Eng.).

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facility? The biological impossibility of surviving the surrounding environment completely shatters the corporate defence of partial obstruction. When a private entity controls the pressurized airlock, the vacuum of space itself acts as the ultimate, inescapable barrier. Denying a worker or a passenger access to a return vessel is legally identical to locking them in a windowless, concrete cell. The environment does the detaining, satisfying the strictest definitions of "total restraint" without the company ever having to turn a literal key.[10]

International frameworks currently offer a comforting, yet entirely theoretical, shield against this kind of captive isolation. Article VIII of the 1967 Outer Space Treaty clearly dictates that the "launching state" retains jurisdiction[11] and control over its personnel and vehicles while in orbit or on a celestial body. Reading the treaty on paper suggests that a citizen aboard a privately owned station remains protected by their home country's constitutional law. What happens when that jurisdiction is physically impossible to enforce? A judge in federal court can issue a writ of *Habeas Corpus* demanding the immediate return of a detained individual, but that piece of paper cannot manufacture the millions of dollars in rocket fuel required to execute the extraction. We are looking at a profound jurisdictional mirage. The state possesses the legal authority to act, yet lacks the physical infrastructure to intervene, effectively outsourcing its fundamental police powers to the very corporation doing the detaining.[12]

Shifting the focus back to the 2024 Boeing Starliner incident provides a perfect, terrifying baseline for this legal vulnerability. NASA astronauts Sunita Williams and Butch Wilmore were stranded for months because technical anomalies made their original return vehicle unsafe, forcing them to wait for a SpaceX Crew Dragon rescue.[13] Everyone involved viewed this as a mechanical crisis. What if the refusal to return them was not born of broken thrusters, but of corporate cost-benefit analysis? Imagine a scenario where a private habitat operator calculates that manifesting an early return flight for a terminated employee, or a disgruntled space tourist, would severely damage their quarterly profit margins. Does a boardroom decision to delay a return launch by two years constitute unlawful imprisonment? If the state demands their return, the corporation can easily hide behind the sheer logistical nightmare of orbital mechanics, weaponizing the harsh realities of space to evade kidnapping charges.

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[10] Matthew J. Steilen, *The Habeas Corpus Suspension Clause*, 15 U. Pa. J. Const. L. 305, 312 (2012).
[11] Outer Space Treaty, *supra* note 5, at art. VIII.
[12] P.J. Blount, *Jurisdiction in Outer Space: Challenges of Private Individuals in Space*, 33 J. Space L. 299, 304 (2007).
[13] *Starliner Updates*, Boeing (Mar. 14, 2025), https://starlinerupdates.com/.

Corporate entities have a well-documented history of halting services and restricting access the moment it serves their financial interests. Look at the way trading platforms abruptly disabled the "buy" button during the 2021 GameStop short squeeze to shield institutional investors from catastrophic losses, completely disregarding the rights of retail traders. Companies will aggressively leverage their infrastructural monopolies during a crisis. In an extraterrestrial setting, the infrastructure they monopolize is human survival. A private space transport company facing insolvency or a massive drop in stock value might decide that launching an uncrewed retrieval vessel is "commercially impossible." They shield themselves with the language of logistics and corporate survival, arguing that they simply cannot afford the fuel or the launch window. By doing so, they elevate themselves above the law, using financial constraints to justify stripping a person of their fundamental liberty.

Allowing orbital mechanics to serve as a legal shield creates a massive, unaddressed gap in the Universal Declaration of Human Rights. Article 9 of the UDHR explicitly states that no one shall be subjected to arbitrary arrest,[14] detention, or exile. Yet, when applied beyond Earth's atmosphere, the line between a routine breach of contract and an egregious human rights violation becomes dangerously blurred. If an off-world worker's employment contract expires, and the company refuses to provide the agreed-upon transport home due to internal budget cuts, the worker is not just unemployed. They are forcibly exiled. They cannot seek alternative employment on the lunar surface, nor can they secure independent passage. The contractual failure immediately morphs into an arbitrary detention, leaving the individual entirely at the mercy of their former employer's logistical timeline.[15]

Recognizing this dynamic forces us to redefine the legal identity of the habitat operator. They cease to be a mere commercial service provider the moment they hold unilateral control over an individual's physical location and life support. They become a sovereign jailer. When a private corporation possesses the power to dictate whether a human being remains in a lethal environment or returns to Earth, they exercise a level of coercive authority traditionally reserved only for the state.[16] Legal scholars rarely confront the reality that private contracts in space carry life-or-death consequences. Until international courts acknowledge that

[14] Universal Declaration of Human Rights, G.A. Res. 217 (III) A, U.N. Doc. A/RES/217(III), at art. 9 (Dec. 10, 1948).
[15] Philip Alston, *The 'Not-a-Cat' Syndrome: Can the International Human Rights Regime Accommodate Non-State Actors?*, *in* Non-State Actors and Human Rights 3, 14 (Philip Alston ed., 2005).
[16] *Marsh v. Alabama*, 326 U.S. 501, 506 (1946).

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withholding a return ticket in a vacuum is an act of sovereign imprisonment, ordinary citizens traveling off-world will remain completely stripped of their terrestrial rights.

PART II: THE BANKRUPTCY OF THE CUSTODIAN

Let us push the reality of commercialized space travel to its absolute breaking point. Picture a near-future scenario where a private citizen pays millions of dollars to visit a commercially acquired tract of land on the Moon. They launch successfully, arrive at the corporate-operated habitat, and settle in for a thirty-day excursion. Halfway through their stay, the corporate entity that owns the transport vessel, the lunar real estate, and the life-support infrastructure suddenly files for bankruptcy and immediately liquidates its assets. Corporate collapses of this magnitude are rarely slow, orderly affairs. When massive financial institutions like Lehman Brothers collapsed, or when cryptocurrency giants like FTX imploded overnight[17,18], the freezing of global assets happened in a matter of hours, trapping millions of individuals in unprecedented legal purgatory. Translating that kind of sudden financial paralysis to a lunar habitat creates a terrifying crisis of human liberty. How exactly is a stranded passenger supposed to return home when the very rockets required for their extraction are abruptly tied up in terrestrial bankruptcy courts?

Demanding the return of a citizen through a writ of *Habeas Corpus* in this context becomes an exercise in sheer legal absurdity. If a sovereign state issues the writ to a liquidated company, there is literally no solvent entity left to physically produce the body. You are effectively serving legal papers to a financial ghost. Determining who actually assumes the role of "custodian" over the stranded passenger becomes incredibly messy. Does the legal duty of care immediately transfer to the court-appointed bankruptcy trustee? Expecting a financial trustee, whose sole legal mandate is to maximize returns for angry creditors, to suddenly orchestrate a complex, multi-million-dollar orbital rescue mission is entirely unrealistic. The individual trapped off-world is abruptly transformed from a paying client into a highly complex, unsecured liability.

Current international space frameworks offer absolutely nothing to catch this falling individual. Looking strictly at the Agreement on the Rescue of Astronauts from 1968 reveals a massive,

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[17] David Yaffe-Bellany, *FTX's Sudden Collapse Leaves Millions of Users in Limbo*, N.Y. Times (Nov. 11, 2022).
[18] *Lehman Brothers Bankruptcy*, History.com (Sep. 15, 2008), https://www.history.com/this-day-in-history/lehman-brothers-declares-bankruptcy.

terrifying blind spot.[19,20] The text was drafted entirely during the geopolitical tensions of the Cold War, specifically designed to protect highly trained, state-sponsored "envoys of mankind" who might crash-land in hostile foreign territory. It completely lacks the vocabulary to address a private tourist trapped in an oxygen-dependent purgatory simply because of a Chapter 11 filing. Why should the international community view a stranded lunar tourist as a rescued envoy rather than an unfortunate consumer caught in a corporate default? The law currently categorizes them closer to lost luggage than a detained human being, highlighting how utterly unprepared our legal systems are for the commercialization of the celestial commons.

Finding a viable legal solution requires abandoning the Outer Space Treaty entirely and looking outward toward the high seas. Admiralty law has spent centuries dealing with the exact problem of bankrupt transport providers stranding people in lethal, isolated environments. When a commercial shipping company goes completely bankrupt, leaving sailors abandoned at distant ports without pay, food, or fuel, established international maritime protocols immediately activate. The Maritime Labour Convention (MLC) of 2006 specifically anticipated this specific brand of corporate negligence. It rigidly mandates that all shipowners maintain strict financial security essentially an untouchable, mandatory insurance bond explicitly dedicated to the repatriation of seafarers.[21] Regardless of whether the shipping line’s CEO is under federal indictment or the company’s bank accounts are completely frozen, the financial mechanism to bring those stranded sailors home remains fiercely protected and instantly accessible.

Shifting focus back to the celestial sphere, the regulatory environment is horribly bare by comparison. Private spaceflight operators are routinely required by their domestic launch authorities to secure massive insurance policies to cover third-party liability. They are heavily financially prepared in case their rocket explodes and damages a neighbouring launch pad or civilian property.[22] Yet, there is absolutely no equivalent to the MLC’s mandatory repatriation bond for the actual human beings sitting inside the capsule. Article VI of the Outer Space Treaty dictates that states bear "international responsibility" for the actions of their private space companies, but does that broad international responsibility automatically translate into a

[19] Agreement on the Rescue of Astronauts, the Return of Astronauts and the Return of Objects Launched into Outer Space, Apr. 22, 1968, 19 U.S.T. 7570, 672 U.N.T.S. 119.
[20] Joanne Irene Gabrynowicz, *Space Law: Its Cold War Origins and Challenges in the Era of Globalization*, 37 Suffolk U. L. Rev. 1041, 1045 (2004).
[21] Maritime Labour Convention, Feb. 23, 2006, 2952 U.N.T.S. 3.
[22] Stephen Gorove, *Liability in Space Law: An Overview*, 8 Annals Air & Space L. 373, 376 (1983).

domestic obligation to fund a multi-billion-dollar extraction? Taxpayers on Earth would almost certainly revolt at the prospect of draining a national science budget to rescue a single wealthy tourist from a defunct lunar hotel. A national government might formally condemn the bankrupt corporation, but they will not necessarily foot the bill to launch a rescue fleet.

Examining the sheer mechanics of a corporate liquidation reveals how rapidly off-world survival becomes entangled with terrestrial red tape. The moment a company files for bankruptcy, an automatic legal stay is placed on all of its assets. Every drop of refined rocket fuel, every oxygen scrubber, and every dormant return capsule sitting on the launch pad instantly becomes the property of the bankruptcy estate.[23,24] Can a terrestrial bankruptcy judge legally authorize the expenditure of a hundred million dollars to fuel and launch a rescue mission, knowing it will severely dilute the final financial payout to the company's secured creditors? Framing human life as a competing financial liability is a dark but unavoidable reality in the realm of corporate insolvency.

Pushing past the theoretical debates, the resulting legal vacuum leaves a massive, unacknowledged fraction of future society completely unprotected. We are rapidly creating a new socio-legal class: the off-world consumer whose physical freedom is entirely contingent on corporate solvency. A passenger trapped on the Moon by corporate insolvency is fundamentally different from a terrestrial tourist stranded by a collapsed airline. When the British travel group Thomas Cook collapsed in 2019, stranding hundreds of thousands of vacationers globally,[25] the UK government quickly stepped in to charter flights home. Chartering a commercial jet is vastly different from commissioning an interplanetary spacecraft. The environment actively works to kill the stranded lunar resident, and the only entity capable of preventing their death has ceased to exist as a functional operation. Unless international law forcefully steps in to mandate maritime-style financial safeguards for space travel, we are essentially allowing private corporate contracts to overwrite fundamental constitutional guarantees, ensuring that a person's physical freedom forcefully ends the exact moment their transport provider's bank account runs dry.

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[23] 11 U.S.C. § 362(a).

[24] Douglas G. Baird, *The Elements of Bankruptcy* 85 (6th ed. 2014).

[25] *Thomas Cook Collapses, Stranding Hundreds of Thousands*, BBC News (Sep. 23, 2019), https://www.bbc.com/news/business-49791249.

PART III: EXTRATERRITORIALITY AND PIERCING THE CORPORATE VEIL

Addressing these massive legal black holes requires a radical shift in how international tribunals view private space enterprises. How do we hold a CEO accountable for a locked airlock located a quarter-million miles away? Terrestrial law usually protects corporate officers behind a robust corporate veil, shielding them from personal liability for business failures. Stepping into the lunar dust, that veil transforms into a sovereign border. A private company managing an off-world habitat is not simply providing a service, like a hotel or a commercial airline. They operate the entire biosphere. If an individual demands to leave and the corporation refuses, the traditional legal mechanism is to sue for breach of contract. But suing for damages means absolutely nothing when the plaintiff is slowly suffocating. To enforce a writ of Habeas Corpus internationally, courts have historically looked at who exercises physical dominance over a given territory.[26]

Moving beyond simple breach of contract, we must examine the concept of "effective control" under international human rights law. The United States Supreme Court's landmark decision in *Boumediene v. Bush* offers a surprisingly perfect terrestrial parallel[27] to the celestial problem. In that specific case, the government aggressively argued that foreign nationals detained at Guantanamo Bay had no constitutional rights because the naval base was technically Cuban sovereign territory. The Court completely rejected this technicality. They ruled that because the United States exercised complete and total "de facto" control over the base, constitutional protections like Habeas Corpus applied regardless of the formal legal title to the land. Translating that precedent to orbit provides a powerful legal weapon. Does a corporation not exercise the exact same "de facto" control over a space station? When a private entity holds the keys to the only oxygen scrubbers and launch pads, they possess absolute dominance over the environment.

Recognizing this absolute dominance forces a fundamental reclassification of the habitat operator. We are no longer dealing with a private commercial dispute between an employer and an employee. When an entity controls the literal atmosphere a human breathes, they stop being a business and start functioning as a government. This triggers the "State Actor" doctrine,

[26] Craig Forcese, *De Facto Sovereignty: Boumediene and Beyond*, 42 Geo. Wash. Int'l L. Rev. 1, 15 (2010).
[27] Gerald L. Neuman, *The Extraterritorial Constitution After Boumediene v. Bush*, 82 S. Cal. L. Rev. 259, 270 (2009).

a well-established principle where private organizations can be held to strict constitutional and international human rights standards if they perform functions traditionally reserved for the state.[28] Think about how private military contractors operated during the Iraq War. Companies like Blackwater were highly controversial precisely because they wielded lethal, state-like police powers while hiding behind private corporate structures, creating a devastating accountability vacuum.[29] A corporate Mars colony is exponentially more dangerous because the company doesn't just act alongside the state. It replaces the state entirely.

Real-world corporate behaviour already shows a blatant desire to operate outside terrestrial jurisdiction. You don't need to look at science fiction to see this happening right now. When SpaceX rolled out its Starlink internet service beta, the terms of service contained a highly controversial clause explicitly stating that the company would not recognize Earth-based laws on Mars, instead declaring it a "free planet" governed by self-governing principles[30] established at the time of settlement. That is a direct, documented attempt by a private corporation to assert sovereign legal authority over an extraterritorial space. If we allow companies to unilaterally draft the constitutional frameworks of their off-world settlements, we are actively endorsing corporate dictatorships. By applying the State Actor doctrine, international courts can pre-emptively pierce this corporate veil. Legal tribunals must declare that any entity operating a closed, extraterritorial habitat is, by default, acting as a sovereign power.

Classifying these entities as state actors is the only way to destroy the defence of "commercial impossibility." If a stranded passenger or worker demands to return to Earth, the corporation's immediate defence will inevitably be financial. They will point to their quarterly earnings reports, the astronomical cost of rocket fuel, and narrow orbital alignment windows to justify keeping the individual on site. As long as they are viewed as a private business, courts might actually entertain this defence, treating human life as just another logistical variable in a commercial supply chain. Elevating the corporation to a state actor completely annihilates that argument. International law recognizes certain peremptory norms, known as *jus cogens*, which are so fundamental that no derogation is ever permitted.[31] The strict prohibition against

[28] *Jackson v. Metro. Edison Co.*, 419 U.S. 345, 352 (1974).
[29] P.W. Singer, *Corporate Warriors: The Rise of the Privatized Military Industry* 214 (2003).
[30] *Starlink Terms of Service*, Space Expl. Techs. Corp., https://www.starlink.com/legal/documents/stx-1-118-2 (last visited Mar. 14, 2026) (specifically Section 9 governing law on Mars).
[31] Vienna Convention on the Law of Treaties art. 53, May 23, 1969, 1155 U.N.T.S. 331.

arbitrary detention is one of these absolute norms.[32]

Understanding the weight of a *jus cogens* norm is critical here. A legitimate sovereign state cannot legally suspend Habeas Corpus or arbitrarily detain someone simply because releasing them is too expensive. By piercing the corporate veil and forcing the private operator into the shoes of a state actor, courts can legally compel them to execute the return journey regardless of the financial devastation it causes the company. If extracting an individual bankrupts, the corporation, then the corporation must go bankrupt. Human liberty cannot be prorated against the cost of cryogenic propellants. This is where the legal friction reaches its absolute peak. Will a terrestrial judge have the political and legal courage to issue an order that forces a multi-billion-dollar aerospace company into insolvency just to rescue a single stranded contractor?
Bridging the gap between theory and enforcement remains the ultimate hurdle. Even if a court successfully designates the company as a state actor and dismisses the commercial impossibility defence, the physical reality of space still obstructs the gavel. We return to the fundamental problem of the jurisdictional mirage. You can pierce the corporate veil on paper, but you cannot easily pierce the physical hull of a lunar habitat from a courtroom in The Hague. This forces the international legal community to realize that reactionary lawsuits are entirely useless in a vacuum. Suing a company after they have stranded someone is a purely academic exercise if the victim dies before the verdict is reached. The only way to ensure that the writ of Habeas Corpus retains its teeth is to establish pre-emptive, non-negotiable financial mechanisms before the rocket ever leaves the launch pad.

CONCLUSION: CODIFYING A CELESTIAL RIGHT TO REPATRIATION

Distance from Earth should never function as a convenient legal shield for corporate impunity. Throughout this analysis, it becomes glaringly obvious that relying on the aging frameworks of the 1967 Outer Space Treaty to protect individual liberties in a privatized cosmos is a distinctly dangerous gamble. Whether looking at the real-world precedent of an astronaut like Sunita Williams waiting on a delayed capsule, or the hypothetical nightmare of a private tourist suddenly stranded by a liquidated lunar startup, the current jurisdictional models fail completely. Permitting a private aerospace corporation to use "commercial impossibility" or orbital mechanics to justify keeping someone off-world fundamentally transforms a logistical

[32] Alexander Orakhelashvili, *Peremptory Norms in International Law* 53 (2006).

hurdle into an arbitrary detention. Human freedom simply cannot be treated as a secondary variable, applied only when a company's profit margins allow for a return flight.

How, then, do we give the writ of *Habeas Corpus* actual teeth in the lethal vacuum of space? The answer lies in pre-emptive financial engineering rather than reactionary litigation. Waiting for a human rights crisis to unfold in orbit before filing a lawsuit is an exercise in futility if the victim suffocates before the verdict is read. To prevent this, international space treaties must be aggressively updated to mandate the creation of a "Celestial Right to Repatriation," pulling directly from the established successes of maritime law. Before any commercial vessel ever clears a terrestrial launch pad, the operating entity must be legally compelled to secure an untouchable, international rescue bond. Instead of merely insuring the rocket against third-party property damage, this mandatory fund would be exclusively dedicated to the immediate physical extraction of stranded personnel. Regardless of whether the company faces sudden Chapter 11 insolvency, a bitter breach of contract dispute, or a catastrophic stock collapse, the financial mechanism to bring those individuals home would remain fiercely protected and instantly accessible to an international oversight body.

Failing to codify these non-negotiable protections leaves a massive, unacknowledged fraction of future society incredibly vulnerable to corporate dictatorships. We are currently standing on the precipice of a new socio-legal era where oxygen, water, and transit are fiercely monopolized commodities. If the global community allows private entities to dictate the terms of human survival without strict, enforceable avenues for repatriation, we are actively endorsing a modern system of celestial serfdom. Terrestrial courts and international tribunals must forcefully pierce the corporate veil and recognize these extraterritorial habitat operators for what they truly are: state actors wielding supreme sovereign power over human life. Guaranteeing a heavily funded, completely independent mechanism for return is the only way to ensure that an individual's physical liberty does not forcefully expire the exact moment their transport provider's bank account runs dry.