

Agreement relating to Air Services

March 13, 1958

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF LEBANON RELATING TO AIR SERVICES

New Delhi

The Government of India and the Government of the Republic of Lebanon hereinafter described as the Contracting Parties,

BEING Contracting Parties to the Convention on International Civil Aviation signed at Chicago on the seventh day of December, 1944, the terms of which Convention are binding on both parties,

AND desiring to conclude an agreement for the operation of air transport services between and beyond their respective territories

HAVE agreed as follows :

Article I

1. Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex to this Agreement (hereinafter referred to as the "specified air services") and to carry traffic to, from and in transit over its territory as provided in this Agreement.

2. The airlines designated as provided in Article 11 hereof shall have the right

I. to fly across without landing in the territory of the other Contracting Party;

II. to use for traffic purposes, airports provided for public use at the points specified in the Annex to this Agreement and ancillary services provided for public use on the air routes specified in the said Annex (hereinafter referred to as the "specified air routes");

III. to use for non-traffic purposes, all airports and ancillary services provided for public use on the specified air routes.

Provided that the laws and regulations relating to the admission to or departure from the territory of the Contracting Party of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory are complied with.

Article II

1. Each of the specified air services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted, on condition that :

I. the Contracting Party to whom the rights have been granted shall have designated an airline or airlines (hereinafter referred to as the 'designated airline' or the 'designated airlines') for the specified air route;

II. the Contracting Party which grants the rights shall have

given an appropriate operating permission to the airline or airlines which it shall do with the least possible delay, subject to the provisions of paragraph (B) and provided that the airline or airlines comply with the requirements of paragraph (C) of this Article.

2. Each Contracting Party shall have the right to withhold an operating permission from a designated airline or to revoke such permission or to impose such conditions as it may deem necessary, in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in the nationals of that Contracting Party.

3. The designated airline may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed from time to time by or under the laws and regulations normally applied by those authorities to the operation of international air services.

4. The operation of each of the specified air services shall be subject to the agreement of the Contracting Party concerned that the route or organisation available for civil aviation on the specified air route is adequate for the safe operation of air services.

Article III

The designated airline or airlines of each Contracting Party operating the specified air services may, subject to the provisions of Article IV, set down or pick up in the territory of the other Contracting Party, at the points specified in the Annex, international traffic originating in or destined for the territory of the former Contracting Party or of a third country.

Article IV

1. The capacity provided by the designated airlines of both Contracting Parties on any specified air route shall bear a close relationship to the requirements of the public for air transport on that route and the designated airlines of each Contracting Party shall have fair and equal opportunity with those of the other Contracting Party to meet those requirements.

2. In operating the specified air services the designated airline or airlines of each Contracting Party shall take into consideration the interests of the airline or airlines of the other Contracting Party so as not to affect unduly the services which the latter provide on any of the specified air routes or sectors thereof.

3. The primary objective of a designated airline in providing capacity on a specified air route shall be the carriage at a reasonable load factor of the traffic on that route between the territory of the Contracting Party designating the airline and the countries of ultimate destination of the traffic. The designated airline of each Contracting Party may embark and disembark in the territory of the other Contracting Party traffic destined for and coming from third countries on the specified air routes by utilising a part of the total capacity which may be provided by the airline in conformity with the provisions of paragraphs (A) and (B) of this Article.

Article V

1. The aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the current authorisations extended to their respective designated airlines to render service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorisations for service on the specified air routes, together with amendments, exemption orders and authorised service patterns.

2. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, tariff schedules including any modification thereof, and all other relevant information concerning

the operation of the specified air services including such information as may be required to satisfy the aeronautical authorities that the requirements of this Agreement are being duly observed.

3. Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on their air services to, from or over the territory of the other Contracting Party showing the origin and destination of the traffic.

Article VI

1. Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including costs of comparable economical operation and reasonable profit.

2. The rates together with rates of agency commission and rebate to be charged by the designated airlines of each Contracting Party in respect of traffic carried under this Agreement to or from the territory of the other Contracting Party shall be agreed in the first instance between the designated airlines of Contracting Parties and shall have regard to relevant rates adopted by the International Air Transport Association. Any rates so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. In the event of disagreement between the airlines and/or the aeronautical authorities, the Contracting Parties themselves shall endeavour to reach agreement and will take all necessary steps to give effect to such agreement. Should the Contracting Parties fail to agree, the dispute shall be dealt with, in accordance with Article XI. Pending the settlement of any disagreement, the rates already established shall prevail.

Article VII

In respect of customs duties, inspection fees and similar national duties or charges on supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended solely for use by or in such aircraft and remaining on board on departure from the last airport of call in that territory, the designated airlines of the first Contracting Party shall be accorded treatment not less favourable than that granted by the second Contracting Party to the airlines of the most favoured nation or to its national airlines engaged in international air services: Provided that neither Contracting Party shall be obliged to grant to the designated airlines of the other Contracting Party, exemption or remission of customs duty, inspection fees or similar national duties or charges unless such other Contracting Party grants exemption or remission of such charges to the designated airlines of the first Contracting Party.

Article VIII

Each Contracting Party reserves the right to itself to withhold or revoke, or impose such appropriate conditions as it may deem necessary with respect to an operating permission in case of failure by a designated airline of the other Contracting Party to comply with the laws and regulations of the first Contracting Party, or in case, in the judgement of the first Contracting Party, such airline has failed to fulfil the conditions prescribed in this Agreement. Except in case of failure to comply with the laws and regulations, such action shall be taken only after consultation between the Contracting Parties. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article XI shall not be prejudiced. I

Article IX

1. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

2. Either Contracting Party may at any time request consultation with the other with a view to initiating any amendments of the Agreement which it may deem desirable. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an exchange of diplomatic notes.

3. Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated airlines in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authorities of either Contracting Party may, therefore, proceed unilaterally to make such changes, provided, however, that notice of any change shall be given without delay to the aeronautical authorities of the other Contracting Party. If such latter aeronautical authorities find that, having regard to the principles set forth in this Agreement, the interests of any of their airlines may be prejudiced by the carriage by a designated

airline of the first Contracting Party of traffic between the territory of the second Contracting Party, and the new point in the territory of a third country, the latter party may request consultation in accordance with the provisions of paragraph (B) of this Article.

Article X

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgement of receipt by the other Contracting Party notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

Article XI

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of, the present Agreement, the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves.

2. If the Contracting Parties fail to reach a settlement by negotiation,

I. they may agree to refer the dispute or decisions to an arbitral tribunal or some other person or body appointed by agreement between them; or

II. if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal or some other person or body, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any

tribunal competent to decide it established within the International Civil Aviation Organisation, or, if there be no such tribunal, to the international Court of Justice.

3. The Contracting Parties undertake to comply with any decision given, including any interim recommendation made, under paragraph (B) of this Article.

4. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraph (C) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement.

Article XII

The Agreement shall be subject to ratification and shall come into force from the date of exchange of the instruments of ratification.

Article XIII

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

Article XIV

1. For the purpose of this Agreement the terms "territory", "air service", "international air service", and "airline" shall have the meaning specified in the Convention on International Civil Aviation signed at Chicago on the seventh day of December, 1944.

2. The term "aeronautical authorities" shall mean, in the case of India, the Director General of Civil Aviation, India and in the case of Lebanon, the Director of Civil Aviation, Lebanon, and in both cases any person or body authorised to perform the functions presently exercised by the above mentioned authorities.

Article XV

The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the Annex, except where otherwise expressly provided.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments have signed the present Agreement.

DONE in duplicate this 13th day of March 1958 at New Delhi in English, Hindi and Arabic, all three texts being equally authentic, except in the case of doubt when the English text shall prevail.

(Sd.) M.M. PHILIP

For the Government of India.

(Sd.) H.A. IZZEDDIN

For the Government of the Republic of Lebanon.

ANNEX

1. The airlines designated by the Government of India shall be entitled to operate air services in both directions on the route specified in this paragraph and to land for traffic purposes in the territory of Lebanon at the point therein specified:

India, a point in Pakistan, a point in Afghanistan, Jeddah, Bahrein, Dhahran, a point in Iran, a point in Iraq, a point in Syria, Beirut, and , if desired, beyond, except points in Egypt.

2. The airlines designated by the Government of the Republic of Lebanon shall be entitled to operate air services in both directions on the route specified in this paragraph and to land for traffic purposes in the territory of India at the point therein specified :

Lebanon, a point in Iraq, Kuwait, a point in Saudi Arabia,

Bahrein, a point in Iran, a point in Afghanistan, a point in Pakistan, Bombay, and, if desired, beyond.

I.S. The airlines designated by the Government of India shall not exercise traffic rights between Beirut on one part and Jeddah, Dhahran and Baghdad on the other part.

II. The airlines designated by the Government of the Republic

of Lebanon shall not exercise traffic rights between Bombay on one part and Pakistan, Afghanistan, Ceylon and Burma on the other part,

3. Points on any of the specified routes may, at the option of the designated airlines, be omitted on any or all flights.

NOTE : However the restriction against the exercise of traffic rights between Bombay and Pakistan will not apply so long as the designated airline or airlines of the Republic of Lebanon are not operating more than a total of two services per week to or through India, in each direction.

LETTERS

The Minister of Lebanon in India.

To

The Secretary to the Government of India, Ministry of Transport and Communications, (Deptt. of Communications and Civil Aviation).

New Delhi-2; the 13th March 1958

SIR,

I have the honour to refer to your Note of today's date, reading as follows

"I have the honour to refer to the Agreement between the Government of the Republic of Lebanon and the Government of India relating to air services, which has been signed on behalf of both the Governments today, and to record hereunder the understanding of the Government of India concerning the following matters :

1. That for the purpose of clause (i) of paragraph (A) of Article 11, each Contracting Party shall designate only one airline for the specified air route. If, however, there is a substantial increase in traffic, so that the designated airline of a Contracting Party operates twelve or more services per week, that Party may request consultation with the other Party to examine the possibility of designating an additional airline.

2. That for the purpose of paragraph (B) of Article II the expression "substantial ownership and effective control" means that in any case where the designated airline operates its services under this Agreement by entering into an agreement with the airline of any other country or the Government or nationals of any other country, the Contracting Party designating the airline or its nationals shall not be deemed to have substantial ownership and effective control of the designated

airline unless the Contracting Party or its nationals, in addition to the ownership of the major part of the assets of the designated airline, have also

I. effective control in the management of the designated airline, and

II. ownership and effective control of the major part of the fleet of aircraft and equipment used in the operation of the services.

3. That in the implementation of the provisions of Article IV of the Agreement-

.the airlines designated by the Government of India may, so long as it does not terminate its services in Lebanon or in the neighbouring countries of West Asia, operate the specified air services at such frequencies in each direction as it may decide;

I. correspondingly, the airline designated by the Government of Lebanon may, so long as it does not terminate its services in India or in its neighbouring countries, including Ceylon, Pakistan, Burma, Thailand and Malaya, operate the specified air services at such frequencies in each direction as it may decide;

II. in the event of either of the airlines designated by the Contracting Parties proposing to terminate its services in the territory of the other Contracting Party or in the territory of a neighbouring country mentioned in (i) or (ii) above, the capacity to be provided and the terminating frequencies to be operated by the airline proposing to operate such terminating services shall be discussed in the first instance between the designated airlines of the Contracting Parties and, if possible, agreed between them. Any agreement so reached between the designated airlines of the Contracting Parties shall be subject to the approval of the aeronautical authorities. If the designated airlines fail to agree, the aeronautical authorities of the two Contracting Parties shall endeavour to reach agreement thereon. Pending determination of the capacity and frequency in accordance with the provisions of this paragraph, the frequencies already in force shall prevail.

4. I am to request your confirmation of the understanding recorded herein and to suggest that this Note and the reply thereto should constitute an agreement between our two Governments.

I avail myself of the opportunity to renew to Your Excellency, the assurance of my highest consideration."

I am pleased to confirm the understandings as stated above and to acknowledge that your Note and this reply shall constitute an agreement between our two Governments.

I avail myself of the opportunity to renew to you, Sir, the assurance of my highest consideration.

Sd./- H.A. IZZEDDIN

Envoy Extraordinary and Minister Plenipotentiary of Lebanon in India.