

Agreement relating to Air Services

June 14, 1952

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE ROYAL GOVERNMENT OF EGYPT RELATING TO AIR SERVICES FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES

Cairo, 14 June 1952

WHEREAS AN AGREEMENT for the operation of scheduled air services was signed at Cairo on the 14th day of June 1952 by representatives of the Government of India and of the Royal Government of Egypt, which Agreement is, word for word, as follows:— The Government of India and the Royal Government of Egypt hereinafter described as the Contracting Parties,

BEING parties to the Convention on International Civil Aviation (hereinafter referred to as the Convention) opened for signature at Chicago on the 7th day of December 1944,

CONSIDERING that it is desirable to organise international air service⁶ in a safe and orderly manner and to further as much as possible the development of international co-operation in this field, considering also that it is desirable to stimulate international air travel, at the lowest possible rates consistent with sound economic principles, as a means of promoting friendly understanding and goodwill among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries, AND DESIRING, to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories, HAVE accordingly appointed the undersigned plenipotentiaries for this purpose, who, being duly authorised to that effect by their respective Governments, have agreed as follows:—

Article I

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") on the routes specified in the said Annex (hereinafter referred to as the "specified air routes"). Subject to the provisions of this Agreement, any of the specified air services, may be inaugurated in whole or in part immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article II

1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement the specified air services.
2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article III of the present Agreement, without undue delay grant to the airlines designated the appropriate operating permission.
3. The aeronautical authorities of one Contracting Party, before granting operating permission to an airline designated by the other Contracting Party, may require the airline to satisfy them that it is qualified to fulfil the conditions prescribed under the laws, rules and regulations which they normally apply to the operation of scheduled air services provided that such laws, rules and regulations do not conflict with the provisions of the Convention or of the present Agreement.
4. At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the specified air services.

Article III

1. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in Article V of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights 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 nationals of the Contracting Party designating the airline.

2. Each Contracting Party shall have the right, after consultation with the other Contracting Party, to suspend the exercise by an airline of the rights specified in Article V of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of these rights in any case where the airline fails to comply with the laws, rules and regulations of the Contracting Party granting these rights or otherwise to operate in accordance with the conditions prescribed in the present Agreement.

Article IV

1. The laws, rules and regulations of one Contracting Party relating to entry into or departure from its territory, of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the designated airlines of the other Contracting Party.

2. The laws, rules and regulations of one Contracting Party relating to entry into or departure from its territory of passengers, crew or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine and exchange regulations) shall be applicable to the passengers, crew and cargo of the aircraft of the designated airlines of the other Contracting Party, while in the territory of the former Contracting Party.

Article V

1. In the operation of the specified air services, each Contracting Party grants the designated airlines of the other Contracting Party, subject to the provisions of Article VI and VII the right of putting down and taking on in the territory of one Contracting Party international traffic originating in or destined for the territory of the other Contracting Party or of a third country.

2. Paragraph (1) of this Article shall not be deemed to confer on the airlines of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail destined for another point in the territory of that other Contracting Party, whatever the origin or the ultimate destination of such traffic.

3. Both Contracting Parties being parties to the International Air Services Transit Agreement recognise that in virtue of the said Agreement they grant each other the right

I. to fly across their territories without landing;

II. to land in their territories for non-traffic purposes.

Article VI

1. There shall be a fair and equal opportunity for the designated airlines of each Contracting Party to operate on the specified air routes between their respective territories.

2. In the operation of the specified air services, the designated airlines of either Contracting Party shall retain as their primary objective the provision at a reasonable load factor of capacity adequate to meet the current and reasonably anticipated traffic demand between the territory of the Contracting Party designating the airlines and the countries of ultimate destination of the traffic.

3. In the operation of the specified air services of either Contracting Party the combined capacity provided by the designated airlines of both Contracting Parties shall be maintained in reasonable relationship to the requirements of the public for air transportation.

Article VII

In the operation of the specified air services the rights granted to the airlines designated by either Contracting Party shall not be exercised unfairly to the detriment or disadvantage of any airline of the other Contracting Party operating on all or part of the same route.

Article VIII

In addition to the provisions of Article 24 of the Convention, fuels and lubricating oils taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and remaining on board on departure from the last airport of call in that territory shall, (subject to compliance in other respects with the customs-regulations of the latter Contracting Party) be accorded, with respect to customs duties, inspection fees and similar charges imposed therein, treatment not less favourable than that granted by the latter Contracting Party to its national airlines engaged in international public transport or to the airlines of the most-favoured nation: Provided that neither Contracting Party shall be obliged to grant to the designated airlines of the other Contracting Party exemption or remission of customs duties, inspection fees or similar charges unless such other Contracting Party grants exemption or remission of such duties, fees or charges to the designated airlines of the first Contracting Party.

Article IX

1. 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, rates and tariff schedules and all other similar relevant information concerning the operation of the specified air services and copies of all modifications of such time tables, rates and tariff schedules and information.

2. 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 through the territory of the other Contracting Party showing the origin and destination of the traffic.

Article X

When, for the purpose of economy of onward carriage of through traffic aircraft of different capacity are used by a designated airline of one Contracting Party on different sections of a specified air route, with the point of change in the territory of the other Contracting Party, such change of aircraft shall not be inconsistent with the provisions of this Agreement relating to the capacity of the air services and the carriage of traffic. In such cases the second aircraft shall be scheduled to provide a connecting service with the first aircraft, and shall await its arrival, except in the case of operational necessity.

Article XI

1. Rates shall be fixed at a reasonable level, due regard being paid to all relevant factors, including cost of economical operations, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the rates charged by the other scheduled air services operators on the route concerned or part thereof.
2. The rates to be charged by any of the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the territories of the two Contracting Parties or between the territory of a third country and the territory of one of the Contracting Parties shall be fixed either:
 3. in accordance with such rate resolutions as may be adopted by an airlines organisation to which the designated airlines, under this Agreement, are members, and accepted for that purpose by the two Contracting Parties; or
 4. by agreement between the airlines designated by both Contracting Parties to operate the agreed services where these airlines are not members of the same airlines organisation or where no resolution as referred to in
 5. above has been adopted; provided that, if either Contracting Party has not designated an airline in respect of any of the specified air routes and rates for that route have not been fixed in accordance with paragraph 2(a) above, the airlines designated by the other Contracting Party to operate on that route may fix the rates therefor. Rates so fixed shall be submitted for approval by the aeronautical authorities of the two Contracting Parties and shall become effective forty-five days after their receipt by the said aeronautical authorities unless either authority has given notice of disapproval.
6. In the event that rates are not fixed in accordance with paragraph 2 above or that the aeronautical authorities of either Contracting Party disapprove of the rates so fixed, the Contracting Parties themselves shall endeavour to reach agreement and shall 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 XVI.

Pending the settlement of the dispute by agreement or until it is decided under Article XVI the rates already established, or, if no rates have been established, reasonable rates shall be charged by the airlines concerned.

Article XII

This Agreement shall be registered with the Council of the International Civil Aviation Organisation set up by the Convention.

Article XIII

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult each other at the request of either authority for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set out in this Agreement and will exchange such information as is necessary for that purpose.

Article XIV

If a general multilateral convention on traffic rights for scheduled international air services comes into force in respect of both the Contracting Parties, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article XV

If either of the Contracting Parties considers it desirable to modify the terms of the Annex to this Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties, and in that event such consultation shall begin within a period of sixty days from the date of the request. Modifications agreed between these Authorities will come into effect when they have been confirmed by an exchange of Notes through the Diplomatic Channel.

Article XVI

1. Without prejudice to Article XVII of this Agreement, 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, within 90 days of the matter in dispute being first raised by either Contracting Party, unless the period is extended by mutual agreement of both Contracting Parties:— They may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body; or
3. If they do not agree or, if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organisation.
4. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.
5. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airlines of that Contracting Party or to the designated airline in default.

Article XVII

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement; such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organisation. If such notice is given, this Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgment 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 Council of the International Civil Aviation Organisation.

Article XVIII

1. For the purpose of this Agreement the term "aeronautical authorities" shall mean, in the case of the Egyptian Government the Director General of Civil Aviation for the time being, and any person or body authorised to perform any functions presently exercised by the said Director General and, in the case of the Indian Government, the Director General of Civil Aviation, India for the time being and any person or body authorised to perform any functions presently exercised by the said Director General.

2. The term "designated airlines" shall mean the air transport enterprises which the aeronautical authorities of one of the Contracting Parties have notified in writing to the aeronautical authorities of the other Contracting Party as being the airlines designated by it for the operation of the specified air services. The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include reference to the Annex, except where otherwise expressly provided.

Article XIX

This Agreement shall enter into force as soon as both Contracting Parties have notified each other of their respective ratifications of this Agreement.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereto their seals:—

DONE at Cairo the 14th day of June 1952, in the Arabic and English languages, each of which shall be of equal authenticity.

FOR THE GOVERNMENT OF INDIA

V. M. M. NAIR.

FOR THE ROYAL GOVERNMENT OF EGYPT,

ABDEL KHALEK HASSOUNA PACHA

ANNEX "A"

1. The airlines designated by the Government of Egypt shall be entitled to operate air services in both directions on each of the routes specified, and to land for traffic purposes in India at the points specified in this paragraph:

I. Routes terminating in Indian Territory.

II. Points in Egyptian territory—Damascus or Beirut-Baghdad or Basra-point in Persian Gulf-Karachi to Bombay or to Delhi.

III. Points in Egyptian territory—Damascus or Beirut-Baghdad-Tehran-Sharjah-Karachi to Bombay or to Delhi.

IV. Points in Egyptian territory—Damascus or Beirut-points in Persian Gulf-Karachi to Bombay or to Delhi.

V. Points in Egyptian territory—Damascus or Beirut-Baghdad or Basra-Karachi to Bombay or to Delhi.

VI. Points in Egyptian territory—Djeddah-Dahran or Sharjah-Karachi to Bombay or to Delhi.

VII. Points in Egyptian territory—Djeddah-Asmara-Aden-Karachi to Bombay or to Delhi.

VIII. Points of Egyptian territory—Asmara-Aden-Karachi to Bombay or to Delhi.

Routes traversing Indian Territory: AB in (a) above to Calcutta, Rangoon, Bangkok, Saigon and beyond.

NOTE 1.

On each of the specified route traffic rights will be exercised only at one point in the Indian Territory, which will be designated before airline operations commence on that route.

NOTE 2.

No traffic rights will be exercised between Karachi and points in Indian Territory and vice-versa.

2. The airlines designated by the Government of India shall be entitled to operate air services in both directions on each of the routes specified, and to land for traffic purposes in Egyptian Territory at the points specified in this paragraph: (a) Routes terminating in Egyptian Territory:

.Points in India—Karachi-points in Persian Gulf-Kuwait or Basra-Cairo or Alexandria.

I.Points in India—Karachi-Aden or Asmara-KhartoumCairo or Alexandria.

II.Points in India—Karachi-Aden or Asmara-DjeddahLuxor-Cairo or Alexandria.

III.Points in India—Points in Pakistan—Points in Afghanis- tan-Tehran-Basra or Baghdad-Cairo or Alexandria.

3. Routes traversing Egyptian Territory: As in (a) above to Athens and Rome or Milan and beyond to points in other European countries: Geneva or Zurich, Nice and/or Paris, Vienna, Munich, Frankfurt, Berlin, London, and/or beyond. Also routes as in (a) above to Algiers and beyond to points in Europe and beyond.

NOTE : On each Of the specified routes traffic rights will be exercised at one point in the Egyptian Territory which will be designated before airline operation commences on that route

"B"

A designated airline of either Contracting Party may at its option on any or all flights omit calling at any point or points on the specified routes.

"C"

In case the designated airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, the designated airlines will be free to assign such functions to an organisation of their choice approved by the aeronautical authorities of the other Contracting Party and bearing, whenever possible, the nationality of that Party.

V.M.M. NAIR

ABDEL KHALEK HASSOUNA PACHA.