

## **Agreement on Air Services**

February 19, 1968

### **AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC FOR THE ESTABLISHMENT OF SCHEDULED AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES**

#### **Cairo**

The Government of India and the Government of the United Arab Republic, 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 December 1944,

Considering that it is desirable to organise International air services 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 understanding 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 the present 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 the present 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 airline for the purpose of operating by virtue of the present Agreement the specified air.
2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraphs (3) of this Article and Article III of the present Agreement, without undue delay, grant to the designated airline the appropriate operating permission.
3. The aeronautical authorities of one Contracting Party, before granting operating permission to the 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 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, the 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 the 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 the 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 the airline of the rights specified in Article V of the present Agreement to impose such conditions as it may deem necessary on the exercise by the 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 or the designated airline 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 guarantee and exchange regulations) shall be applicable to the passengers, crew and cargo of the aircraft of the designated airline 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 airline 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 airline 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 is.

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 (a) to fly across their territories without landing (b) to land in their territories for non traffic purposes.

### **Article VI**

1. There shall be fair and equal opportunity for the designated airline 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 airline of either Contracting Party shall retain as its 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 airline 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**

1. Aircraft operated on international service by the designated airline of either Contracting Party, as well as their regular equipment, catering equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees for similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

2. There shall also be exempt from the same duties and taxes :

I. aircraft stores, catering equipment taken on board the aircraft of the said Contracting Party and for use on board outbound aircraft engaged in an international service of the other Contracting Party;

II. spare parts and ramp handling equipment introduced in the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party.

III. Fuel and Lubricants not included under (a) taken on board the aircraft operated on international services by the designated airline of the Contracting Party even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.

IV. Maintenance and repair kit which will be carried on individual aircraft for use in hangars, strictly to be flown back on the same aircraft.

#### **Article IX**

1. Each Contracting Party shall cause its designated airline 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 airline 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 the 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 the present 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 will 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 and speed and accommodation) and the rates charged by the other scheduled air service operators on the route concerned or part thereof.

2. The rates to be charged by any of the airlines designated under the present 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 :

I. in accordance with such rate resolutions as may be adopted by an airline's organisation of which the designated airlines are members and accepted for that purpose by the two Contracting Parties, or

II. 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 sub-paragraph (a) 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 sub-paragraph (a) above, the airline designated by the other Contracting Party to operate on that route may fix the rates thereof.

3. Rates so fixed shall be submitted for approval to 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.

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

#### **Article XII**

The present Agreement shall be registered with the Council of International Civil Aviation Organization established by the Convention.

#### **Article XIII**

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult with each other, for the purpose of ensuring the observance of the principles and the fulfilment of the provisions of the present Agreement and will exchange such information as is necessary for that purpose.

#### **Article XIV**

If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, it may request consultation with the other Contracting Party. Modifications agreed between the Contracting Parties as a result of such consultation shall come into effect :

1. In respect of the provisions the present Agreement other than those of the Annex, when the Contracting Parties confirm by Exchange of Notes that the respective constitutional procedures required to give effect to such modifications have been carried out, and
2. Irrespect of the provisions of the Annex, when confirmed by Exchange of Notes.

#### **Article XV**

If any dispute arises relating to the interpretation or application of the present Agreement, the aeronautical authorities shall, in the first place, endeavour to settle the dispute by negotiation between themselves. If the aeronautical authorities do not reach settlement by negotiation within ninety (90) days from the date on which the matter in dispute being first raised by either aeronautical authorities (unless the period is extended by mutual agreement of both aeronautical authorities), the matter shall be referred to the Contracting Parties for settlement.

#### **Article XVI**

Either Contracting Party may at any time give notice to the other of its desire to terminate the present Agreement; such notice shall be simultaneously communicated to the Council of International Civil Aviation Organization. If such notice is given, the present 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 the other Contracting Party unless the notice to terminate is withdrawn by agreement before the expiry 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 for the Council of the International Civil Aviation Organization.

#### **Article XVII**

For the purpose of the present Agreement, unless the context otherwise requires :

1. the term "the Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944 and includes any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or Convention under Article 90 and 94 thereof;
2. the term "aeronautical authorities" means, in the case of the United Arab Republic, the Director General of Civil Aviation Department, Ministry of War, and any person or body authorised to perform any functions at present exercised by the said Director General or similar functions and in the case of India the Director General of Civil Aviation and any person or body authorised to perform any functions at present exercised by the said Director General or similar functions;
3. the term "air service", "international air service", "airline" and "stop for non traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention;
4. the Annex to the present 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 XVIII**

The present Agreement shall enter into force on the day of the exchange of the Instruments of Ratification which shall take place in New Delhi/Cairo.

**Article XIX**

The Present Agreement shall cancel and supersede the previous Agreement of 14th June 1952 on this subject.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and have affixed thereof their seals;

DONE at Cairo, the 19th day of February 1968, in the Hindi, Arabic and English languages, each of which shall be of equal authenticity.

Sd/-  
APA B PANT  
For the Government of India

Sd/-  
AHMED ABD-EL HAMID SEIF  
For the Government of the  
United Arab Republic

**ANNEX "A"**

1. The airline 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 the United Arab Republic at the point specified in this paragraph :

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Points of Immediate Points Points in the Points Beyond  
Origin territory U.A.R.

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1. India Dahrn, Doha, Bahrain Cairo Tripoli and any other points in  
Kuwait Africa (as may be agreed upon  
at a later date).

2. India Dahrn, Doha, Bahrain Cairo Rome, Geneva or Zurich, Prague,  
Kuwait, Frankfurt or Dusseldorf or  
Berlin,  
Paris, Vienna, London, New York

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2. The airline designated by the Government of United Arab Republic 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 point specified in this paragraph :

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Points of Immediate Points Points in the Points Beyond  
Origin territory U.A.R.

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1. U.A.R. Kuwait, Bahrain, Doha, Bombay Colombo, Singapore or Kuala  
Karachi, Sharjah Lumpur, Djakarta, Sydney, and  
any other points in Australia  
(as may be agreed upon at a  
later date).

2.U.A.R .Kuwait, Dahrn, Doha Bombay Bangkok, Peking, Manila, Hong  
Karachi, Sharjah Tokyo

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#### **ANNEX "B"**

1. The 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.
2. Points on the specified routes need not necessarily be serviced in the order in which they have been named. Points on one route may be served on the other route.

#### **ANNEX "C"**

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

#### **EXCHANGE OF LETTERS**

Cairo

Dated 19th February 1968

#### **From**

Ambassador of India

Cairo

Excellency,

I have the honour to refer to the inter-governmental discussions between the delegations of the Government of India and the United Arab Republic in Cairo in October 1962.

During this discussion it was agreed that in the implementation of Article VI of the Air Service Agreement :

1. The designated airlines of both Contracting Parties shall in spirit of close collaboration consult from time to time with each other to agree on the capacity to be provided and the frequencies to be operated and the nature of air service i.e. transmitting through or terminating in the territory of the other Contracting Party on the specified routes,
2. Any recommendation culminating from such consultation should be submitted to the respective aeronautical authorities. If the recommendations of the airlines differ or if either of the aeronautical authorities do not approve of such recommendations, consultations shall be held between the aeronautical authorities taking into account the current and anticipated requirements of traffic between the territories of the two Parties and other traffic requirements. If the aeronautical authorities do not agree, the matter shall be referred to the Contracting Parties for settlement. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

May I kindly request you to confirm that the above represents the understanding of your Government.

Accept, Your Excellency, the assurances of my highest consideration.

Yours faithfully,

Sd/-

APA B PANT

His Excellency

Mr AHMED ABDEL HAMID SEIF

Under Secretary and Director General

of Civil Aviation, Ministry of War

Government of the United Arab Republic

CAIRO

Cairo

Dated 19th February 1968

Excellency,

I have the honour to acknowledge receipt of your Excellency's note of the 19th February 1963 which reads as follows :

"I have the honour to refer to the inter-governmental discussions between the delegations of the Government of India and the United Arab Republic in Cairo in October 1962.

During this discussion it was agreed that in the implementation of Article VI of the Air Service Agreement :

1. The designated airlines of both Contracting Parties shall in spirit of close collaboration consult from time to time with each other to agree on the capacity to be provided and the frequencies to be operated and the nature of air service i.e. transmitting through or terminating in the territory of the other Contracting Party on the specified routes,
2. Any recommendation culminating from such consultation should be submitted to the respective aeronautical authorities. If the recommendations of the airlines differ or if either of the aeronautical authorities do not approve of such recommendations, consultations shall be held between the aeronautical authorities taking into account the current and anticipated requirements of traffic between the territories of the two Parties and other traffic requirements. If the aeronautical authorities do not agree, the matter shall be referred to the Contracting Parties for settlement. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

May I kindly request you to confirm that the above represents the understanding of your Government."

I have the honour to confirm that the above represents also the understanding of my Government.

Accept, Your Excellency, the assurances of my highest consideration.

Yours faithfully,

Sd/-

AHMED ABD-EL HAMID SEIF

His Excellency Mr APA B PANT



Ambassador of India  
Cairo