January 23, 1968

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

Singapore

The Government of India and the Government of the Republic of Singapore,
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,
AND desiring to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,
HAVE agreed as follows :

Article I
For the purpose of this Agreement, unless the context otherwise requires :

1. the term "aeronautical authorities" means in the case of India, the Director General of Civil Aviation and in the case of the Republic of Singapore, the Deputy Prime Minister or any person or body authorised to perform the functions exercised by the said Director General or by the said Minister or similar functions ;
2. the term "designated airline" means an airline which one Contracting Party has designated in writing to the other Contracting Party, in accordance with Article III of this Agreement.
3. the terms "territory", "air services", "international air services", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article II

1. Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing air services (hereinafter called "the agreed services") on the route specified in the Annex hereto (hereinafter called "the specified routes").
2. Subject to the provisions of the present Agreement, the airline designated by each Contracting Party shall enjoy the following rights :
   I. to fly without landing across the territory of the other Contracting Party ;
   II. to make stops in the said territory for non-traffic purposes; and
   III. while operating an agreed service on a specified route to make stops in the said territory at the point specified for that route in the Annex to this Agreement for the purpose of putting down and talking on international traffic in passengers, cargo and mail originating in or destined for the territory of the first Contracting Party or of a third country.
3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the Privilege of taking on, in the territory of the other Contracting Party, passengers, cargo or mail destined for another point in the territory of that other Contracting Party.
4. The laws, regulations and instructions of one Contracting Party relating to entry into or departure from its territory, of aircraft or air services operated in international air navigation or to the operation of such aircraft or air services while within its territory shall apply to aircraft and agreed services to the designated airline of the other Contracting Party.

Article III

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services in the specified route.
2. On receipt of the designation, the other Contracting Party shall, through its own aeronautical authorities and subject to the provisions of paragraphs (3) and (4) of this Article without delay grant to the designated airline the appropriate operating authorisation.
3. The aeronautical authorities of one Contracting Party may require the airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied by them to the operation of international commercial air services.
4. Each Contracting Party shall have the right to refuse to accept the designation of an airline or to withhold or revoke the grant to an airline of the rights specified in paragraph (2) of Article II of this 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 other Contracting Party of its nationals. For the purpose of this paragraph, 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 any 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 a substantial 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.

Article IV

Each Contracting Party reserves the right to itself to revoke the operating authorisation or impose such appropriate conditions as it may deem necessary in case of failure by a designated airline of the other Party to comply with the laws and regulations of the former Party or in case, in the judgement of the former party, there is a failure to fulfil the conditions under which the rights are granted in accordance with this Agreement. Such action shall be taken only after consultation between the Contracting Parties in accordance with Article XV of this Agreement unless an immediate suspension of operation or imposition of conditions is necessary to avoid further infringements of laws, regulations or provisions of this Agreement.

Article V

The charges imposed in the territory of one Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline of the other Contracting Party shall not be higher than those paid by the aircraft of a national airline engaged in similar international air services.

Article VI

Supplies of fuel, lubricants, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of the designated airline 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 shall be accorded, with respect to customs duty, inspection fees or similar charges, treatment not less favourable than that granted by the second Contracting Party to the national airlines operating scheduled international air services or to the airlines of the most favoured nation.

Provided that neither Contracting Party shall be obliged to grant to the designated airline of the other Contracting Party exemption or remission of customs duty, inspection fees, or similar charges unless such other Contracting Party grants exemption or remission of such charges to the designated airline of the first Contracting Party.

Article VII

The designated airline of each Contracting Party shall, in all respects, enjoy fair and equal opportunity for the carriage of international traffic between and beyond the territories of the two Parties.

Article VIII

In the operation by the designated airline of either Contracting Party of the agreed services, the interests of the designated airline of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

Article IX

1. The capacity to be provided, the frequency of services to be operated and the nature of an air service, that is, transiting through or terminating in the territory of the other Contracting Party shall be agreed between the designated airlines in accordance with the principles laid down in

Articles VII and VIII and the provisions of this Article. Such agreement shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.

2. Any increase in the capacity to be provided or frequency of services to be operated by the designated airline of either Contracting Party shall be agreed, in the first instance, between the designated airlines and shall be subject to the approval of the aeronautical authorities on the basis of the estimated requirements of traffic to be jointly agreed and determined. Pending such agreement or settlement, the capacity and frequency already agreed to in accordance with the paragraph 1 of this Article shall prevail.

3. If the designated airlines of the Contracting Parties fail to agree on any matter on which their agreement is required under the provisions of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement thereon.

4. The capacity to be provided, the frequency of services to be operated and the nature of an air service, that is, transiting through or terminating in the territory of the other Contracting Party as agreed to in accordance with the provisions of this Article shall be specified in an exchange of letters between the aeronautical authorities of the Contracting Parties.

Article X

Each Contracting Party shall cause its designated airline to communicate to the aeronautical authorised of the other Contracting Party, as long in advance as practicable, prior to the inauguration of the agreed services, the type of service, the type of aircraft to be used, the flight schedules, and all other relevant information concerning the operation of the agreed services including such information as may be required to satisfy the aeronautical authorities that the requirements of the present Agreement are being duly observed. The requirements of this Article shall likewise apply to any changes concerning the agreed services.

Article XI

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried during each month on their air services to or from or through the territory of the other Contracting Party showing the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as early as possible.

Article XII

Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit to its head office the excess over expenditure of receipts earned in the territory of the first Contracting Party. The procedure for such remittances, however, shall be in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.

Article XIII

1. The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors including cost of operation, reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be fixed in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph (1) of this Article, together with the rates of agency commission used in conjunction with them shall, if possible, be agreed in respect of each of the

specified routes between he designated airlines concerned, and such agreement shall, wherever possible be reached through the ratifying machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

3. If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2) of this Article, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.
4. If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (2) of this Article or on the determination of any tariff under paragraph (3), the matter shall be referred to the Contracting Parties for settlement in accordance with the provisions of Article XV of this Agreement.
5. Pending determination of the tariffs in accordance with the provisions of this Article, the tariffs already in force shall prevail.

Article XIV

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall exchange views regularly on the application and interpretation of this Agreement.

Article XV

Consultations may be requested at any time by either Contracting Party for the purpose of initiating any amendments to this Agreement. Consultations may also be required on matters concerning the interpretation and application this Agreement if either Contracting Party considers that an exchange of views within the meaning of Article XIV has been without success. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of this Agreement as a result of such consultations shall come into effect after the respective constitutional requirements have been fulfilled and when it has been confirmed by an exchange of diplomatic notes.

Article XVI

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 negotiations they may agree to refer the dispute for decision to an arbitration tribunal or to any other person or organization. The arbitration tribunal shall be composed as follows :
    I. each Contracting Party shall nominate an arbitrator;
    II. the third arbitrator who shall preside shall be agreed upon between the Contracting Parties.
3. If the Contracting Parties do not agree to refer the dispute to an arbitration tribunal or having agreed to refer the dispute to an arbitration tribunal they cannot reach agreement as to the appointment of the third arbitrator, either Contracting Party may submit the matter for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organization or, if there is no such tribunal, to the Council of the said Organization.
4. The Contracting Parties undertake to comply with any decision given under this Article.

Article XVII
To the extent to which they are applicable to the air services established under this Agreement, the provisions of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to the Convention which shall have duly come into force in which case the Convention as amended shall remain in force for the duration of this Agreement.

Article XVIII
The annex attached 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.

This Agreement shall come into force as soon as the two Contracting Parties have notified to each other the fulfilment of their respective constitutional procedures.

Article XIX
Either Contracting Party may, at any time, give written notice to the other, of it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. 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 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 Organization.

Article XX
ThIS Agreement and any Exchange of Notes in accordance with Article XV shall be registered with the International Civil Aviation Organization.

DONE at Singapore this the 23rd day of January 1967 in four originals , two each in the Hindi and English languages, all the four texts being equally authentic. In case of any divergence of interpretations, the English text shall prevail.

Sd/-
For the Government of India

Sd/-
For the Government of the Republic of Singapore

ANNEX

SCHEDULE I
ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OF INDIA

Column 1	Column 2	Column 3	Column 4
Points of departure: Points in India	Intermediate points: Kuala Lumpur	Points in Singapore Singapore	Points beyond : Djakarta, Perth Sydney, Auckland

--Noumea, Nandi

SCHEDULE II
ROUTES TO BE OPERATED BY THE DESIGNATED AIRLINE OF SINGAPORE

Column 1 ---------------Column 2 ---------------Column 3 --------------- Column 4

Points of departure	Intermediate points:	Points in India :	Points beyond :
Singapore -	Points in --- Malaysia	Madras -	

Notes The points specified above including Singapore and Kuala Lumpur, need not necessary be serviced in the order named and any or some of the points on the specified routes in Schedules I and II of the Annex may at the option of the respective designated airline be omitted on any or all flights.

The designated airline of either Contracting Party shall have the right to terminate its services in the territory of the other Contracting Party.

EXCHANGE OF LETTERS

KERAJAAN SINGAPURA
PEJABAT TIMBALAN PERDANA MENTERI

GOVERNMENT OF SINGAPORE
DEPUTY PRIME MINISTER'S OFFICE

DPM.Cf.060/65 23 January 1968

Excellency,

With reference to the Air Services Agreement between the Government of Singapore and the Government of India signed today (hereinafter referred to as "the Agreement"), I have the honour to state the following is the understanding of the Government of Singapore :

Having regard to the decision taken by the Governments of Singapore and Malaysia to entrust to Malaysia-Singapore Airlines Limited alone, the operation of the air services proposed to be operated under their respective Air Services Agreement with the Government of India, it was recognised that consideration would need to be given to the total entitlement of Air India, the Airline designated by the Government of India, and Malaysia-Singapore Airlines Limited, by virtue of paragraph 1 of Article IX of the Agreement and the Agreement signed between the Government of India and the Government of Malaysia. Accordingly, subject to the provisions of the Agreement, it was agreed that :

1. there shall be no restrictions as to frequencies and traffic rights of the designated airline of India on the sector India/Singapore/Kuala Lumpur, provided that no traffic rights including own stop

over traffic rights, shall be exercised on the sector between Singapore and Kuala Lumpur. Air India shall be subject to the following limitations as to its frequencies beyond Singapore/Kuala Lumpur :

I. Air India shall be entitled to operate only two frequencies per week in both directions on the route specified in Schedule I of the Annex to the Agreement; and additionally ;

II. Air India shall be entitled to operate only one frequency per week in both directions terminating in Djakarta.

On the frequencies specified in (a) and (b) above, there shall be no restriction in respect of carriage of own stop-over traffic by Air India on sectors of the specified routes beyond Kuala Lumpur/Singapore.

However other-Fifth Freedom Traffic from Kuala Lumpur/Singapore to Djakarta, Perth, Sydney and Auckland may be carried by Air India only in accordance with commercial arrangements between Air India and Malaysia Singapore Airlines Limited. There will be no restriction in respect of carriage of Fifth Freedom Traffic from Kuala Lumpur/Singapore to Noumea and Fiji.

2. It was agreed that Air India and Malaysia Singapore Airlines Limited and the aeronautical authorities of the two countries shall have consultations with a view to determining frequencies before Malaysia Singapore Airlines Limited commences operations on the sector Madras/Singapore and/or Kuala Lumpur and vice versa, but such consultations shall be without prejudice to the grant of Traffic Rights to the designated airline of Singapore to operate on the said sector.

3. I. If Air India and Malaysia-Singapore Airlines Limited become parties to a commercial arrangement, whether entered into between them solely or in conjunction with other airlines, then to the extent that the said commercial arrangement mjay provide for the exercise by one or both of such airlines or Taffic Rights on routes and frequencies which would otherwise not be in compliance with the terms of the Agreement or with the terms of the Letter, the Traffic Rights on routes and frequencies so provided in the said commercial arrangement may nevertheless be exercised if so agreed between the aeronautical authorities of India and Singapore.

II. Im amplification of sub paragraph (a) of this paragraph, it is to be noted that the exercise by the designated airlines of both Governments of Traffic Rights in the circumstances set out in the said sub-paragraph (a) would include in the case of the designated airline of :

I. India, operations from Kuala Lumpur/Singapore to Bangkok, Hong Kong, Philippines, Taiwan and Japan ; and

II. Singapore, operations to other agreed points in India and agreed points in the Middle East, Europe and the United Kingdom.

I have the honour to request your Excellency to confirm that the above represents also the understanding of the Government of India.

Sd/-
WONG KENG SAM
Acting Permanent Secretary to the

Deputy Prime Minister
Singapore
Singapore
Date : 23rd January 1968

From :
The Ambassador of India
Singapore

Your Excellency,

I have the honour to acknowledge receipt of your letter which reads as follows :

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Sd/-
S S ALIRAJPUR
His Excellency WONG KENG SAM
Acting Permanent Secretary to the
Deputy Prime Minister
Singapore