

December 19, 1969

**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND  
THE GOVERNMENT OF THE KINGDOM OF THAILAND FOR  
AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES**

**Bangkok**

The Government of India and the Government of the Kingdom of Thailand,  
HEREINAFTER referred to as the Contracting Parties,  
BEING parties to the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and  
DESIRING to conclude an Agreement for the operation of air services between and beyond their respective territories,  
HAVE agreed as follows :

**Article 1**

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 amendment of the Annexes or Convention under Articles 90 and 94 thereof ;
2. the term "Aeronautical Authorities" means, in the case of the Kingdom of Thailand, the Director General of the Department of Aviation or any person or body authorised to perform any functions on civil aviation 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 on civil aviation exercised by the said Director General or similar functions ;

3. the term "designated airline" means an airline which one Contracting Party shall have designated, by written notification to the other Contracting Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the route specified in such notification ;
4. the term "territory", in relation to a State means the land areas and territorial waters adjacent thereto under the sovereignty of that state;
5. 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 ; and
6. the term "Schedule" means the Route Schedule to the present Agreement or as amended in accordance with the provisions of Article 12 of the present Agreement.
7. The Schedule forms an integral part of the present Agreement and all references to the Agreement shall include references to the Schedule except where otherwise provided.

## Article 2

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the route specified in the Schedule (hereinafter called "the agreed services" and "the specified routes"). The agreed services may be inaugurated at any time after the provisions of Article 3 of this Agreement have been complied with.
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 Schedule to the present Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail.
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 the aircraft or to the operation of such aircraft while within the territory shall apply to aircraft of the designated airlines of the other Contracting Party.

## Article 3

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, subject to the provisions of paragraphs (3) and (4) of this Article without delay grant to the designated airline the appropriate operating authorization.
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 in conformity with the provisions of the Convention to the operation of international commercial air services.

4. Each Contracting Party shall have the right to refuse to accept the designation of the airline and to withhold or revoke the grant to the airline of the rights specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those rights if, at any time, it is satisfied that there has been a significant change in the character of the designated airline, reducing substantially the degree of ownership or control of the designated airline by the Contracting Party designating the airline or by nationals of that Contracting Party.
5. 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 agreed services provided that a service shall not be operated unless the provisions of Article 8 of the present Agreement is in force in respect of that service and the provisions of paragraph (6) of Article 6 of this Agreement have been complied with.
6. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in paragraph (2) of Article 2 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 the airline fails to comply with the laws or regulations of the Contracting Party granting those rights or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

#### **Article 4**

Certificates of air worthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licences were issued or rendered valid are equal to or above the minimum standards which may be established pursuant to the Convention on International Civil Aviation.

#### **Article 5**

1. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores introduced into the territory of one Contracting Party; or taken on board the aircraft in that territory by or on behalf of the other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that airline shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national or local duties and charges:
  - I. in the case of fuel and lubricating oils remaining on board aircraft at the last airport of call before departure from the said territory, exemption; and
  - II. in the case of fuel and lubrication oils not included under (a) and spare parts, regular aircraft equipment and aircraft stores, treatment not less favourable than that accorded to similar supplies introduced into the said territory, or taken on board aircraft in that territory, and intended solely for use by or in the aircraft of a national airline of the first Contracting Party, or of the most favoured foreign airline, engaged in international air services.

2. The treatment specified in paragraph (1) of this Article shall be in addition to and without prejudice to that which each Contracting Party is under obligation to accord under article 24 of the Convention.

## Article 6

1. The designated airlines of each Contracting Party shall have fair and equal opportunity to carry on the agreed services traffic embarked in the territory of one Contracting Party and disembarked in the territory of the other Contracting Party or vice versa and shall regarding as being of supplementary character traffic embarked or disembarked in the territory of the other Contracting Party to and from points en route. The designated airlines of each Contracting Party in providing capacity for the carriage of traffic embarked in the territory of the other Contracting Party and disembarked at points on the specified route or vice versa shall take into consideration the primary interest of the designated airlines of the other Contracting Party in such traffic so as not to affect unduly that interest of the latter airlines.
2. The agreed services provided by the designated airlines of each Contracting Party shall be closely related to the requirements of the public and transportation of the specified route, and each shall have as its primary objective the provision of capacity adequate to meet the demands to carry passengers, cargo and mail embarked or disembarked in the territory of the Contracting Party which has designated the airlines.
3. Provisions of the carriage of passengers, cargo and mail embarked by a designated airline in the territory of the other Contracting Party and disembarked at points in third countries on the specified route or vice versa shall be made in accordance with the general principle that capacity shall be related to :
  - I. the requirement of traffic embarked or disembarked in the territory of the Contracting Party which has designated the airline;
  - II. the requirements of traffic of the areas through which the designated airlines pass, after taking account of other air services established by airlines of the States situated in the areas; and
  - III. the requirements of economy through airline operation.
  - IV. The capacity to be provided at the outset shall be agreed between both Contracting Parties before the agreed services are inaugurated. Thereafter the capacity to be provided shall be discussed from time to time between the Aeronautical Authorities of the Contracting Parties and any changes in capacity agreed upon shall be confirmed by an Exchange of Notes.
4. The interpretation and application of the foregoing paragraphs of this Article shall be as agreed from time to time between the Aeronautical Authorities of both Contracting Parties.
5. As long in advance as practicable, normally at least thirty days, before the introduction of an agreed service or any modification thereof, or within thirty days after receipt of a request from the Aeronautical Authorities the designated airlines of one Contracting Party shall provide to the Aeronautical Authorities of the other Contracting Party information regarding the nature of service, time-tables, types of aircraft including the capacity provided on the specified route and

any further information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party and the requirements of this Agreement are being duly observed.

#### **Article 7**

There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on their respective route.

The designated airlines of the two Contracting Parties shall enjoy the same facilities existing under the currency regulations of each Contracting Party in selling air transportation. Each Contracting Party shall grant to the designated airlines of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by those airlines in the territory of the first Contracting Party in connection with the carriage of passengers, mail and cargo. Such transfer shall be at the rate of exchange declared by the appropriate authorities on the date of transfer.

The designated airlines of each Contracting Party shall have the rights to establish and operate branch offices and staff of their own as well as to appoint any general sales agent and ground handling agent in the territory of the other Contracting Party.

In the event that laws or regulations issued by one Contracting Party prevent a designated airline of the other Contracting Party from enjoying any of the rights as stated above, the designated airlines of the first Contracting Party shall in reciprocity not enjoy such rights.

#### **Article 8**

1. The tariffs on each 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, including the rates of agency commission used in conjunction with them, free baggage allowances and other conditions shall be agreed in respect of each of the specified routes between the designated airlines concerned, and such agreement shall be guided by such decisions as are applicable under the traffic conference procedures 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 dispute shall be settled in accordance with the provisions of Article 11 of the present Agreement.
5. The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

## **Article 9**

The Aeronautical Authorities of each Contracting Party shall supply to the Aeronautical Authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided on the agreed services by the designated airline or airlines of the first Contracting Party. Such statements shall contain all information, including the points of embarkation and disembarkation within the territories of the Contracting Parties, required to determine the amount of traffic carried by the airlines on the agreed services.

## **Article 10**

There shall be regular and frequent consultation between the Aeronautical Authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

## **Article 11**

If any dispute arises relating to the interpretation or application of the present Agreement, the Aeronautical Authorities of the Contracting Parties shall in the first place endeavour to settle it by negotiation between themselves, failing which the dispute shall be referred to the Contracting Parties for settlement.

## **Article 12**

Consultations may be requested at any time by either Contracting Party for the purpose of initiating any amendments to the present Agreement. Such consultations shall begin within a period of sixty days from the date of the request. Any modification of the present Agreement as a result of such consultations shall come into effect when confirmed by an exchange of diplomatic notes.

## **Article 13**

Either Contracting Party may at any time give written notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. 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 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 Organisation.

## **Article 14**

The present Agreement and any amendments thereto shall be registered with the International Civil Aviation Organisation.

## **Article 15**

The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged as soon as possible. It shall come into force on the date of the Exchange of the Instruments of Ratification.

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

DONE at Bangkok on this 28th of Agrahayana, One Thousand Eight Hundred and Ninety-first year of the Saka Era (1969), corresponding to the 19th day of December, Two Thousand Five hundred and

Twelfth year of the Buddhist Era (1969), in six originals two each in Hindi, Thai and English languages, all the texts being equally authentic; in case of any divergence of interpretation, the English text shall prevail.

For the Government of India  
Sd/-  
P K BAJERJEE  
Ambassador of India  
in Thailand

For the Government of the  
Kingdom of Thailand  
Sd/-  
Deputy Minister for  
Foreign Affairs;

## **SCHEDULE**

### **Section I**

Routes to be operated in both directions by the airline or airlines designated by the Government of the Kingdom of Thailand :

1. Thailand
2. Rangoon
3. Dacca
4. Calcutta
5. Kathmandu
6. Delhi
7. Karachi or Kabul
8. Tehran or Cairo on Beirut or Istanbul
9. Rome and beyond to : either or
  - (i) Paris or London (i) Zurich or Frankfurt
  - (ii) New York (ii) Copenhagen or Amsterdam
  - (iii) New York.

### **Notes :**

1. Calcutta and Delhi shall not be served on the same flight but can be served only on different flights, i.e. the flight that operates to or through Calcutta shall not operate to or through Delhi and the flight that operates to or through Delhi shall not operate to or through Calcutta. This does not preclude technical landing in Calcutta.
2. On any or all flights, any of the points on the route may be omitted provided that the services on the route begin at a point in Thailand.

### **Section 2**

Routes to be operated in both directions by the airline or airlines designated by the Government of India :

1. India

2. Bangkok
3. Hong Kong
4. Manila
5. Osaka
6. Tokyo and beyond to : either or
  - (i) Honolulu (i) Anchorage or Vancouver
  - (ii) San Francisco (ii) Chicago
  - (iii) Los Angeles (iii) New York
  - (iv) New York.

Note : On any or all flights, any of the points on the route may be omitted provided that the services on the route begin at a point in India.