

Agreement relating to Air Services

September 19, 1960

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

Prague

The Government of India and the Government of the Czechoslovak Socialist Republic, hereinafter referred to as the "Contracting Parties",

Desiring to conclude an agreement for the operation of air services,

Have agreed as follows

Article I

The Contracting Parties mutually grant the rights specified in the present Agreement and in the Annex thereto, for the purpose of operating agreed air services.

Article II

1. Agreed air services may be inaugurated immediately or at a later date at the option of the Contracting Party, to whom the rights under this Agreement and the Annex thereto are granted, on condition that

- I. the Contracting Party, to whom the rights are granted, designates an airline for operating agreed air services;
- II. the other Contracting Party shall issue to the designated airline the appropriate operating permission.

2. Either 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 the present Agreement and the Annex thereto or to impose such conditions on the exercise of those rights, as it may be considered necessary, in any case in which it is not satisfied that substantial ownership and effective

1. Came into force on 7 June 1961, the date of the exchange of the instrument of ratification and note of approval, in accordance with the provisions of article XIV (2) control of the designated airline are vested in the other Contracting Party or its nationals.

Article III

1. The designated airline of one Contracting Party shall have the right to use in the territory of the other Contracting Party

- I. for traffic purposes the airports provided for public use at the point specified in the Annex to this Agreement and the aids provided for public use on the specified air routes;
- II. in emergency or necessity of diversionary landing, the airports and aids available for this purpose.

2. The laws, regulations and instructions of one Contracting Party relating to entry into or departure from its territory of aircraft or air services operating in international air navigation or to the operation of such aircraft or air services while within its territory shall apply to aircraft and agreed air services of the designated airline of the other Contracting Party.

Article X

1. The designated airline of each Contracting Party shall enjoy fair and equal rights for the operation of air services between the territories of the Contracting Parties.
2. The capacity, frequency, type of aircraft and the nature of air service, such as transiting through or terminating in the territory of the other Contracting Party, operated by the designated airline of either Contracting Party on the specified air route, shall be agreed in the first instance between the designated airlines and shall be effective only upon the approval of the aeronautical authorities. If one Contracting Party has not designated an airline, or the designated airlines are unable to come to an agreement, the aeronautical authorities shall endeavour to come to an agreement, failing which the matter shall be settled by the Contracting Parties.
3. Any increase in capacity or frequency or change in the type of aircraft or nature of the air services 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 aeronautical authorities on the basis of mainly third and fourth freedom traffic and any other subsidiary traffic to be jointly agreed and determined. In the event of one Contracting Party not having designated an airline, or the designated airlines being unable to come to an agreement, the aeronautical authorities shall endeavour to come to an agreement, failing which the matter shall be settled by the Contracting Parties. Pending such agreement or settlement, the arrangements already in force shall prevail.

Article V

The designated airline of each Contracting Party shall be entitled to keep on the territory of the other Contracting Party such number of technical and commercial personnel as may be considered adequate by the Contracting Parties for the air services operated.

Article VI

1. The aeronautical authorities of both Contracting Parties shall exchange information on current authorisations extended to their respective designated airline for operation of air services into, through or from, the territory of the other Contracting Party, including changes, amendments and exemptions.
2. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party as promptly as possible copies of time tables and tariff schedules including any modification thereof and all other usual information concerning the operation of agreed air services including those data as may be required to satisfy the aeronautical authorities that conditions of present Agreement are being duly observed.
3. Each Contracting Party shall cause its designated airline to provide to the aeronautical authorities of the other Contracting Party statistical data relating to the traffic carried during each month on their air services to, or from the territory of the other Contracting Party and the points of embarkation and disembarkation of such traffic.

Article VII

Supplies of fuel, lubricating oils, 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 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 other foreign airlines engaged in similar international services : 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 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 party, to comply with the laws and regulations of the former party, or in case, in the judgment of the former party, there is a failure to fulfil the conditions under which the rights are granted in accordance with this Agreement. Except in case of failure to comply with laws and regulations, such action shall be taken only after consultation between the parties.

Article IX

With a view to ensuring the observance of the principles and the implementation of the provisions specified in the present Agreement, the aeronautical authorities of both Contracting Parties shall hold consultations, if so required by the aeronautical authorities of either Contracting Party. Such consultations shall commence within 60 days from the date of receipt of the request.

Article X

1. Either Contracting Party may at any time suggest to the other Contracting Party any modification of the present Agreement, which it may consider necessary, whereby the discussions of the proposed change must be opened within 60 days from the date of receipt of the request by either Contracting Party.
2. If either of the Aeronautical Authorities consider it necessary to amend the Annex to the present Agreement, the Aeronautical Authorities of both Contracting Parties may agree on such amendments amongst themselves. The provisions stipulated in paragraph I above, for initiating amendments to the Agreement shall apply in the case of amendments to the Annex.
3. Any modification of this Agreement agreed as a result of discussions pursuant to paragraph I of this Article shall come into effect when it has been confirmed by an exchange of Diplomatic Notes between the Contracting Parties.

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 settle it by negotiation between themselves.
2. If any dispute arises relating to the interpretation or application of the Annex to the present Agreement, the aeronautical authorities of the Contracting Parties shall endeavour to settle it by negotiation between themselves, failing which the dispute shall be referred to the Contracting Parties for settlement.
3. If the Contracting Parties fail to settle the dispute by negotiations, then either Contracting Party may limit, withhold or revoke any right which it has granted by virtue of the present Agreement.

Article XII

For the purpose of this Agreement

1. the terms "territory", "air service", "international air service". "airline" shall have the meanings respectively assigned to them in the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December, 1944;
2. the term "aeronautical authorities" shall mean in the case of Czechoslovak Socialist Republic, The Ministry of Transport and Communications-Department of Civil Aviation and in the case of India, The Director General of Civil Aviation, India, and in both cases, any body or person entitled to perform the functions presently exercised by the above-mentioned authorities; the term "agreed air services" and "specified routes" shall mean the international air services and the routes specified in the Annex to this Agreement;
3. the term "designated airline" shall mean the airline that one Contracting Party has notified to the other Contracting Party to be the airline which will operate the agreed air services.

Article XIII

The Annex to this Agreement shall be considered as part of the Agreement and all references to the "Agreement" shall mean also references to "Annex" unless otherwise explicitly specified.

Article XIV

1. The present Agreement shall be subject to ratification or approval in accordance with the procedures of the Contracting Parties and the instrument of ratification and the note of approval shall be exchanged as soon as possible.
2. The present Agreement shall come into force on the date of exchange of instrument of ratification and the note of approval.
3. 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 International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate twelve (12) 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 (14) days after receipt of the notice by the International Civil Aviation Organisation.

IN WITNESS WHEREOF, the undersigned Plenipotentiaries, having been duly authorised to that effect by their respective Governments have signed the present Agreement.

DONE at Prague in duplicate the Nineteenth day of September, 1960 in Hindi, Czech and English languages, all three texts being equally authentic except in the case of doubt, when the English text shall prevail.

For the Government of India :
B.K. ACHARYA.

For the Government of the Czechoslovak Socialist Republic:
KAREL STEKL.

ANNEX

SECTION I

The route to be operated by the airline designated by the Government of the Czechoslovak Socialist Republic shall be

Czechoslovakia, point in Switzerland, points in Southeast Europe, point in Italy, points in United Arab Republic, points in West Czechoslovakia Air Services 19 Sep. 1960 Asia, point in Pakistan, point in India and to such points beyond India as may be agreed by the aeronautical authorities of the Contracting Parties.

1. Subject to the provisions of the present Agreement and the Annex thereto, the airline designated by the Government of Czechoslovak Socialist Republic shall have :

I.the right to embark in India passengers, cargo and mail destined to Czechoslovakia or to other States :

II.the right to disembark in India passengers, cargo and mail embarked on Czechoslovak territory or on territory of other States;

III.the right to omit landing at any specified point provided that the services shall commence in the Czechoslovak territory.

SECTION II

1. The route to be operated by the airline designated by the Government of India shall be :

India, point in Pakistan, points in West Asia, points in United Arab Republic, point in Italy, points in Southeast Europe, point in Switzerland, point in Czechoslovakia and to such points beyond Czechoslovakia as may be agreed by the aeronautical authorities of the Contracting Parties.

Subject to the provisions of the present Agreement and the Annex thereto, the airline designated by the Government of India shall have :

I.the right to embark in Czechoslovakia passengers, cargo and mail destined to India or to other States;

II.the right to disembark in Czechoslovakia passengers, cargo and mail embarked on Indian territory or on territory of other States;

III.the right to omit landing at any specified point provided that the services shall commence in the Indian territory.

SECTION III

1. The tariffs on any agreed air 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 same route.

2. The tariffs shall be agreed between designated airlines of the Contracting Parties with regard to recommendations of the International Air Transport Association and shall become effective after approval by the aeronautical authorities.

3. If designated airlines cannot reach any agreement or if a tariff cannot be approved by one of the aeronautical authorities, the Contracting Parties shall endeavour to come to an agreement,

failing which the matter shall be settled in accordance with the provisions of Article XT of the present Agreement.

SECTION IV

The specified air services shall be operated by the designated airlines of the Contracting Parties in a commercial partnership arrangement or such other arrangement between them as may be mutually agreed. The commercial and other aspects of such operation shall, in the first instance, be agreed between the designated airlines and such agreement will be subject to the approval of the respective aeronautical authorities