

## **Agreement on Shipping**

January 02, 1964

### **AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC ON SHIPPING SERVICE**

#### **Cairo**

In conformity with the Trade Agreement dated the 8th July, 1953, between the Government of the United Arab Republic and the Government of India, and in accordance with the Protocols attached to it signed on the 18th October, 1961, and the 14th January, 1963, respectively, the Government of the United Arab Republic and the Government of India, desirous of consolidating the friendly relations and economic ties, and of promoting the development of shipping between the two countries, and for this purpose have appointed as their Plenipotentiaries :

#### ***For the Government of the United Arab Republic :***

Mr. MOHAMED MOHAMED NADIM,  
Chairman of the Board of Directors of the Egyptian General Organisation for Maritime Transport-  
Cairo.

#### ***For the Government of India :***

Dr. NAGENDRA SINGH,  
Additional Secretary to the Government of India, Ministry of Transport, New Delhi.  
WHO having exchanged their full powers and found them good and in due form have agreed as follows :

#### **Article I**

A permanent and regular Shipping Service will be established between the ports of the United Arab Republic and the ports of India.

In furtherance of this object, the Egyptian General Organisation for Maritime Transport of the United Arab Republic and the Ministry of Transport of the Government of India will be designated the Competent Authorities of the respective Governments to organise the said regular shipping service.

The respective Competent Authorities will conclude appropriate agreement specifying the conditions governing the terms for the establishment of this regular shipping line and in particular, the order of ships' traffic, distribution of cargo, tariffs and other terms pertaining thereto, based on the principles laid down in the present Agreement on shipping between the two countries.

It is understood that the said service shall commence as soon as the Competent Authorities have come to an agreement on the terms and conditions of services.

#### **Article II**

Each contracting party will grant the other contracting party the most favoured nation treatment on equal terms with the other party and on equal terms with any other third party-special treatment and terms granted by the United Arab Republic to the other Arab countries excluded-in connection with :

1. The establishment and functioning of branch offices of the shipping organisations in either country in accordance with the internal laws and regulations of the concerned contracting parties.

2. The entry, leave and stay of the ships, crews and cargoes in its ports and territorial waters granting the same treatment and privileges as are or will be granted to its ships, crews and cargoes in its own ports and territorial waters.
3. The berthing, anchorage, loading and unloading, supply and fuel, lubricants, fresh water, provisions, customs and harbour and other shipping dues and taxes, use of ports facilities, cranes, warehouses, shipyards, dry-docks, repair-shops as well as the application of all regulations relating to the ports including sanitary and quarantine formalities.
4. The measures taken to handle the ships speedily and to reduce the stay of ships in the ports, taking into account the international obligations, internal laws and port regulations of each contracting party.

Notwithstanding the position arising out of (ii) and (iii) of this Article, each party reserves exclusive rights and privileges to its own vessels with respect to the coasting trade, inland navigation and national fisheries.

#### **Article III**

The contracting parties, on the basis of reciprocity will recognise the nationality of their ships on the evidence of documents issued by the appropriate authorities of the other contracting party, the documents being on board the ships.

The contracting parties, on the basis of reciprocity, will recognise all documents pertaining to the construction and equipment of ships, crew lists and other documents issued by the appropriate authorities of the other contracting party, the documents being on board the ships, provided that the measures, certificates and regulations of the Suez Canal authorities, applicable to all vessels of all flags will be respected and complied with by the two parties.

#### **Article IV**

All payments arising out of this Agreement will be made in accordance with the provisions of the Trade and Payments Agreements between the two contracting parties that may be in force from time to time.

#### **Article V**

Each contracting party will endeavour to grant the other contracting party for transportation by ships of its flags 50% of the cargoes from the United Arab Republic to India and from India to the United Arab Republic providing that the share of either party flag vessels of freight must be 50% of the total freight resulting from the transportation of the cargoes moving between the two countries at the end of every year.

#### **Article VI**

Each contracting party will nominate the Competent Authorities to conclude appropriate agreements for the distribution of cargoes, for fixation of tariff rates and for the settlement of other questions resulting from the present Agreement.

#### **Article VII**

The shipping organisations of each contracting party shall independently manage the exploitation of its ship and bear the responsibility for both financial results and all claims which may arise in connection with the exploitation of the ships.

**Article VIII**

The commencement of the regular shipping service under this Agreement will be subject to the settlement of the question of taxation on freight earned in Indian Ports.

**Article IX**

The contracting parties shall establish a Joint Committee for the purpose of evaluation and reviewing the working of this Agreement and for the purpose of consultation between the two countries on further improvement of sea transportation in accordance with the principles determined by the present Agreement. The Joint Committee will meet upon request by either party and atleast once a year. The Joint Committee shall be established by exchange of letters between the Egyptian General Organisation for Maritime Transport of the United Arab Republic and the Ministry of Transport of India.

**Article X**

Any dispute arising under this Agreement shall be settled by negotiation.

**Article XI**

The present Agreement is subject to ratification and shall enter into force provisionally on the date of its signature and finally on the date of exchange of instruments of ratification.

The Agreement will remain in force until 1st January, 1969 and will automatically continue to remain in force for a period of five years unless either of the contracting party terminates it by giving the other party a notice in writing three months prior to the expiry date.

On termination of the present Agreement, the terms thereof shall remain applicable in so far as it may be necessary for the settlement of any outstanding claims that may remain as a result of the operation of the shipping line under this Agreement.

IN WITNESS THEREOF the representatives of the two parties have signed the Agreement.

DONE in Cairo, this day, 2nd January, 1964, in two originals in Arabic, English and Hindi texts all the three being equally authentic, and in case of any dispute the English text will prevail.

On behalf of the Government of the United Arab Republic

Sd /--

M. M. NADIM

Chairman of the Board of  
Directors of the Egyptian General  
Organisation for Maritime Transport.

On behalf of the Government of India

Sd /-

-NAGENDRA SINGH

Additional Secretary to the  
Government of India  
Ministry of Transport  
New Delhi.