

Agreement on Air Services

April 06, 1967

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

New Delhi

The Government of India and the Government of the Kingdom of Belgium,
BEING parties to the Convention on International Civil Aviation and
DESIRING to conclude an Agreement for the purpose of establishing 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 Belgium, the Minister of Communications (Civil Aviation Administration) and any person or body authorised to perform any functions at present exercised by the said Minister 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 "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 series on the route specified in such notification ;
4. the terms "territory", "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

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 appropriate Section of the Annex thereto (hereinafter called "the agreed services" and "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 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 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.

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 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 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 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 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 the major 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.

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 Articles 5 and 9 of the present Agreement have been complied with in respect of that service.

6. Each Contracting Party shall have the right to suspend the exercise by 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 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

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, spare parts, supplies of fuels and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other duties or taxes 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.
2. Supplies of fuels, lubricants, spare parts, regular equipment and aircraft stores introduced into the territory of one Contracting Party by or on behalf of a designated airline of the other Contracting Party or taken on board the aircraft operated by such designated airline and intended solely for use in the operation of international services shall be exempt from customs duties, inspection fees or similar charges imposed in the territory of the first Contracting Party, even when these supplies are to be used on the parts of the journey performed over the territory of the Contracting Party in which they are taken on board. The materials referred to above may be required to be kept under customs supervision or control.
3. The regular airborne equipment, spare parts, aircraft stores and supplies of fuels and lubricants retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Party, who may require that these materials be placed under their supervision up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.
4. Fuel, lubricating oils, spare parts, regular aircraft equipment and aircraft stores taken on board aircraft of one Contracting Party in the territory of the other Contracting Party and used solely on flights between two points in the territory of the latter Contracting Party shall be accorded with respect to customs duties, inspection fees and other similar duties and charges treatment not less favourable than that granted to national airlines or to the most favoured airline operating such flights.

Article 5

Each Contracting Party shall cause its designated airline to communicate to the aeronautical authorities 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 6

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation or flights of such aircraft over that territory shall apply to the designated airline of the other Contracting Party.
2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, cargo or mail, such as formalities regarding entry, exit, emigration and immigration, as well as customs and sanitary measures shall apply to passengers, crew, cargo or mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Each Contracting Party undertakes not to grant any preferences to its own designated airline with regard to the designated airline of the other Contracting Party in the application of the laws and regulations provided for by the present Article.

4. 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 airlines engaged in similar international air services.

Article 7

1. Certificates of air worthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall, during the period of their validity be recognised as valid by the other Contracting Party.

2. In the operation of the designated airline of either Contracting Party of the agreed air 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.

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

I. 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 airline and shall be subject to the approval of the aeronautical authorities on the basis of the estimated requirements of traffic between the territories of the two Parties and any other traffic to be jointly agreed and determined. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

II. If the designated airlines of the Contracting Parties fail to agree on any matter on which their agreement is required under the provisions of paragraph (3.2) of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement thereon.

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

Article 9

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 the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and such agreement shall, where possible, be reached through the rate-fixing 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 dispute shall be settled in accordance with the provisions of Article 14 of the present Agreement.

5. No tariff shall come into force if the aeronautical authorities of each Contracting Party are dissatisfied with it except under the revisions of paragraph (3) of Article 14 of the present Agreement.

6. When tariffs have been established in accordance with the provisions of this Article these tariffs shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

Either Contracting Party undertake to grant the other Party free transfer, at the official rate of exchange, of the excess of receipts over expenditure achieved on its territory in connection with the carriage of passengers, baggage, mail shipments and freight by the designated airline of the other Party, wherever the payments system between the Contracting Parties is governed by a special agreement, such special agreement shall apply.

Article 11

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 countries of origin and destination and/or the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as early as possible.

Article 12

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

Article 13

1. Consultations may be requested at any time by either Contracting Party for the purpose of initiating any amendments to the present Agreement. Consultations may also be required on matters concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article 12 has been without success. Such consultation 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 after the respective constitutional requirements have been fulfilled and when it has been confirmed by an exchange of diplomatic notes.

2. If a general multilateral agreement concerning air transport comes into force in respect of both Contracting Parties, this agreement shall be amended so as to conform with the provisions of that Agreement.

Article 14

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present 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 :

I. they may agree to refer the dispute for decision to an arbitral tribunal appointed by agreement between them or to some other person or body ; or

II. If they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition, either Contracting Party may submit the dispute for decision to any tribunal competent to decide it which may hereafter be established within the International Civil Aviation Organisation or, if there is no such tribunal, to the Council of the said Organisation.

III. The Contracting Parties undertake to comply with any decision given under paragraph (2) of this Article.

IV. If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with a decision given under paragraph (2) of this Article, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement of the Contracting Party in default or to be designated airline of that Contracting Party or to the designated airline in default.

Article 15

Either Contracting Party may at any time give 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 16

The present Agreement and any Exchange of Notes in accordance with Article 13 shall be registered with the International Civil Aviation Organisation.

Article 17

1. The Annex attached 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.

2. The present Agreement shall be subject to ratification and the instruments of ratification shall be exchanged as soon as possible in Brussels. It shall come into force on the date of exchange of instruments of ratification.

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

DONE at New Delhi this 6th day of April 1967 in two originals in the French, Dutch, English and Hindi languages, the four texts being equally authentic. In case of any divergence of interpretations, the English text shall prevail.

Sd/-
S CHAKRAVARTI
For the Government of
India

Sd/-
JEAN LEROY
For the Government of the
Kingdom of Belgium

ANNEX

SECTION I

The airline designated by the Government of India shall be entitled to operate air services in both directions on the route specified in this Section and to land for traffic purposes in the territory of Belgium at the point therein specified :

Points in India - Bahrain - Kuwait - Baghdad - Tehran - Dhahran - Beirut - Cairo - Nicosia - Athens - Rome - Moscow - Prague - Budapest - Balgrade - Warsaw - to Brussels and if desired beyond to Paris - London - points in U.S.A. and/or Canada.

SECTION II

The airline designated by the Government of Belgium shall be entitled to operate air services in both directions on the route specified in this Section and to land for traffic purposes in the territory of India at the point therein specified :

Points in Belgium - Vienna - Athens - Warsaw - Balgrade - Budapest - Nicosia - Istanbul - Tel Aviv - Damascus - Amman - Dhahran - Tehran - Baghdad - Karachi to Bombay and if desired beyond to Bangkok - Pnom Penh - Saigon - Manila - Tokyo.

SECTION III

Points need not be served in the order in which these have been specified and may, at the option of the designated airline, be omitted on any or all flights.

New Delhi
Date : April 6, 1967

From
Secretary
Ministry of Tourism and Civil Aviation
New Delhi

Excellency,

With reference to the Air Services Agreement between the Government of India and the Government of Kingdom of Belgium signed today, I have the honour to record hereunder the understanding of the Government of India.

1.

I. The airlines designated by the Government of India shall be entitled to operate one service per week in each direction on the route specified in Section I of the Annex to the said Agreement.

II. The airline designated by the Government of the Kingdom of Belgium shall be entitled to operate one service per week in each direction on the route specified in Section II of the Annex to the said Agreement.

III. Any increase in the frequency entitlement referred to at (i) and (ii) above shall be agreed in accordance with the provisions of Article 8 of the said Agreement. So long as the frequency entitlement of each designated airline is limited to one service per week in each direction, each operation shall be irrespective of the nature of air services i.e. transiting through or terminating in the territory of the other Contracting Party. It was, however, recognised that while determining any increase in the frequency entitlement, the question of relationship of terminating services to transiting series may need to be considered.

2. I have the honour to request you kindly to confirm that this is also the understanding of the Government of the Kingdom of Belgium, and to request that this letter and your reply thereto shall constitute an Agreement between our Governments in this regard.

3. I avail myself of this opportunity to renew to you the assurances of my highest consideration.

Sd/-

S CHAKRAVARTI

His Excellency

Mr JEAN LEROY

Ambassador of Belgium

New Delhi.

New Delhi

Date : April 6, 1967

From

Ambassador of Belgium

New Delhi

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows :

1. "With reference to the Air Services Agreement between the Government of India and the Government of Kingdom of Belgium signed today, I have the honour to record hereunder the understanding of the Government of India.

I. The airlines designated by the Government of India shall be entitled to operate one service per week in each direction on the route specified in Section I of the Annex to the said Agreement.

II. The airline designated by the Government of the Kingdom of Belgium shall be entitled to operate one service per week in each direction on the route specified in Section II of the Annex to the said Agreement.

III. Any increase in the frequency entitlement referred to at (i) and (ii) above shall be agreed in accordance with the provisions of Article 8 of the said Agreement. So long as the frequency entitlement of each designated airline is limited to one service per week in each direction, each operation shall be irrespective of the nature of air services i.e. transiting through or terminating in

the territory of the other Contracting Party. It was, however, recognised that while determining any increase in the frequency entitlement, the question of relationship of terminating services to transiting services may need to be considered.

2. I have the honour to request you kindly to confirm that this is also the understanding of the Government of the Kingdom of Belgium, and to request that this letter and your reply thereto shall constitute an Agreement between our Governments in this regard.

3. I avail myself of this opportunity to renew to you the assurances of my highest consideration.”

I have the honour to confirm on behalf of my Government that the above represents also the understanding of the Government of Kingdom of Belgium.

Please accept, Sir, the assurances of my highest consideration.

Sd/-

JEAN LEROY

Mr S CHAKRAVARTI

Secretary,

Ministry of Tourism and Civil Aviation

New Delhi