

No. 5650

**INDIA
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement (with annexes) relating to air services. Signed
at New Delhi, on 2 June 1958**

Official texts: Hindi, Russian and English.

Registered by the International Civil Aviation Organization on 27 March 1961.

**INDE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord (avec annexes) relatif aux services aériens. Signé
à New Delhi, le 2 juin 1958**

Textes officiels hindi, russe et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 27 mars 1961.

No. 5650. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO AIR SERVICES. SIGNED AT NEW DELHI, ON 2 JUNE 1958

The Government of India and the Government of the Union of Soviet Socialist Republics,

Desiring to conclude an Agreement for the purpose of establishing air services between their respective territories,

Have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the right to operate air services specified in the Annex 1² to this Agreement (hereinafter referred to as the "specified air services") and to carry traffic to and from its territory as provided in this Agreement.

Article 2

The Government of India designate Air-India International Corporation (hereinafter referred to as "A.I.I.") and the Government of the Union of Soviet Socialist Republics designate the General Department of the Civil Air Fleet under the Council of Ministers of the U.S.S.R. (hereinafter referred to as "Aeroflot") to operate the specified air services.

Article 3

(A) In operating the specified air services :

- (a) A.I.I. is authorised to carry international traffic in passengers, cargo and mail to and from Tashkent and Moscow;
- (b) Aeroflot is authorised to carry international traffic in passengers, cargo and mail to and from Amritsar and Delhi;

¹ Came into force on 2 June 1958, upon signature, in accordance with article 19.

² See p. 44 of this volume.

- (c) A.I.I. and Aeroflot are not authorised to carry for hire or reward domestic traffic in passengers, cargo and mail in the aircraft operating the specified air services within the territory of either of the Contracting Parties.

(B) The routes to be followed by the aircraft within the territory of each Contracting Party and the corridors of overflight of the State boundary shall be established by the aeronautical authorities of each Contracting Party on its territory. The corridors so established shall be reasonably direct.

Article 4

(A) The commercial aspects of the specified air services shall be the subject of an agreement between A.I.I. and Aeroflot, which shall where necessary, be submitted for approval of the aeronautical authorities of the Contracting Parties.

(B) Such a commercial agreement shall cover *inter alia* the matters dealt with in Articles 5 and 6 of the present Agreement as well as other matters relating to commercial cooperation including but not limited to the technical maintenance of aircraft on the ground, pooling of revenues earned and other financial, accounting and traffic handling arrangements and also arrangements for the sale of space on aircraft and carriage of traffic to and from third countries between and beyond the territories of the two Contracting Parties.

(C) The commercial agreement shall also provide for the exchange of statistics relating to the traffic carried during each month by A.I.I. and Aeroflot respectively on their aircraft operating on the specified air services in the form mutually agreed, which shall also be provided, if so required to aeronautical authorities of the Contracting Parties.

Article 5

(A) The capacity provided by A.I.I. and Aeroflot on the specified air routes shall be closely related to the estimated requirements of air traffic between the territories of the two Parties. The frequency and scheduling of the services to be operated by each designated airline and the type of aircraft to be used shall be agreed between the designated airlines on the basis of complete equality and mutual benefit.

(B) Any dispute arising out of paragraph (A) of this Article shall be referred to the aeronautical authorities of the Contracting Parties.

Article 6

The tariffs to be charged for the carriage of passengers, baggage and cargo and the commercial practices, discounts, rebates, agency commission etc., to be applied to the sale of transportation on the specified air services shall be agreed between A.I.I. and Aeroflot and shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

Article 7

Arrangements for the safe operation of the specified air services shall be made in accordance with Annex 2¹ to the present Agreement. The terms of this Annex 2 may be amended from time to time by agreement in writing between the aeronautical authorities of the Contracting Parties.

Article 8

(A) In respect of customs duties, inspection fees and similar charges on supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of A.I.I. in the territory of the U.S.S.R. and intended solely for use by or in such aircraft and remaining on board on departure from the last airport of call in the U.S.S.R., A.I.I. shall be accorded treatment not less favourable than that granted by the Government of India to Aeroflot in the territory of India.

(B) Aircraft of the designated airline of one Contracting Party on a flight to, from or in the territory of the other Contracting Party shall be admitted temporarily free of duty subject to its customs regulations.

(C) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory. Goods so exempted may only be unloaded with the approval of the Customs authorities of the other Contracting Party. These goods, which are to be re-exported, shall be kept in bond, until re-exportation under customs supervision.

¹ See p. 44 of this volume.

Article 9

(A) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, departure from, and flight over the territory of the first Contracting Party.

(B) The aeronautical authorities of each Contracting Party shall have the right to suspend the operation of the specified air services by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on that airline's operations, in any case where the airline fails to comply with the laws or regulations of the first Contracting Party or where that airline or the Contracting Party designating it fails to comply with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

(C) The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations regarding passport, customs, currency and medical and quarantine formalities, shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(D) Notwithstanding the provisions of paragraph (C) of this Article, visas for aircrew members and other staff shall be granted well in advance, with a validity of at least six months, to a total number of up to 100 persons for each airline. These visas shall be valid for any number of flights into and out of the territory of the other Contracting Party during the period of their validity.

(E) Crews employed on the specified air services may stay overnight at points of landing provided that they leave on the aircraft on which they arrived or on their next regularly scheduled flight. In this event, the crews of A.I.I. or Aeroflot aircraft will be allowed to move about freely in the cities in which the points of landing are located.

(F) Each Contracting Party shall supply to the other copies of the relevant laws and regulations referred to in this Article.

Article 10

Each Contracting Party may impose reasonable charges on the designated airline of the other Contracting Party for the use of the airport and air navigation facilities, including radio and meteorological services in its territory.