

**No. 550**

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**PAKISTAN  
and  
NORWAY**

**Agreement relating to air services (with annex). Signed  
at Karachi, on 23 June 1949**

*English official text communicated by the Secretary-General of the International  
Civil Aviation Organization. The registration took place on 7 September  
1949.*

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**PAKISTAN  
et  
NORVEGE**

**Accord relatif aux services aériens (avec annexe). Signé  
à Karachi, le 23 juin 1949**

*Texte officiel anglais communiqué par le Secrétaire général de l'Organisation  
de l'aviation civile internationale. L'enregistrement a eu lieu le 7 septembre  
1949.*

No. 550. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF NORWAY AND THE GOVERNMENT OF PAKISTAN RELATING TO AIR SERVICES. SIGNED AT KARACHI, ON 23 JUNE 1949

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The Government of Norway and the Government of Pakistan both having ratified the Convention on International Civil Aviation, done at Chicago on the 7th of December 1944,<sup>2</sup> and having agreed to conclude an agreement relating to air services between Norway and Pakistan have accordingly appointed duly authorized plenipotentiaries for this purpose, who have agreed as follows:

*Article I*

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

(B) The air line(s) designated as provided in Article II hereof shall have the right to use

- (i) for traffic purposes, airports provided for public use at the points specified in the Annex to this Agreement and ancillary services provided for public use on the air routes specified in the said Annex (hereinafter referred to as the "specified air routes") and
- (ii) for non-traffic purposes, all airports and ancillary services provided for public use on the specified air routes. Provided that the places of first landing and final departure shall be customs airports.

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<sup>1</sup> Came into force on 23 June 1949, as from the date of signature, in accordance with article XII.

<sup>2</sup> United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402, and Volume 33, page 352.

## Article II

(A) Each of the specified 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 are granted, on condition that:

- (i) the Contracting Party to whom the rights have been granted shall have designated an air line or air lines (hereinafter referred to as the "designated air line(s)") for the specified air route;
- (ii) the Contracting Party which grants the rights shall have given the appropriate operating permission to the air line(s) pursuant to Paragraph (C) of this Article which it shall do with the least possible delay.

(B) Substantial ownership and effective control of the designated air line(s) of each Contracting Party shall be vested in that Party or its nationals.

(C) The designated air line(s) may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that it is qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by those authorities to the operation of commercial air services.

(D) The operation of each of the specified air services shall be subject to the approval of the Contracting Party concerned that the route organisation available for civil aviation on the specified air route is adequate for the safe operation of air services.

## Article III

A designated air line may, subject to provision of Article IV, carry across, set down and pick up in the territory of one Contracting Party traffic originating in, or destined for, the territory of the other Contracting Party or of a third country on the specified air route.

## Article IV

In order to achieve and maintain equilibrium between the capacity of the specified air services and the requirements of the public for air transport on the specified air routes or sections thereof and in order to achieve and maintain proper relationship between the specified air services *inter se* and between these

air services and other air services operating on the specified air routes or sections thereof, the Contracting Parties agree as follows:

(A) The air lines of each Contracting Party shall enjoy equal rights in the operation of air services for the carriage of traffic between the territories of the two Parties.

(B) To the extent that the air lines of one of the Contracting Parties are temporarily unable to make use of the rights referred to in paragraph (A), the situation will be mutually examined by the two Parties for the purpose of aiding as soon as possible the air lines of the Contracting Party concerned increasingly to make their proper contribution to the services contemplated up to the maximum of 50 per cent of the total traffic.

(C) In the operation by the air lines of either Contracting Party of the specified air services the interests of the air lines of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

(D) The air transport offered by the air lines of each Contracting Party on different sections of the specified air routes shall bear a close relationship to the needs of the public for air transport and to the traffic interests of the air lines concerned as defined in this Agreement.

(E) The services provided by a designated air line under this Agreement shall retain as their primary objective the provision (jointly with the air lines of the other States concerned) of capacity adequate to the traffic demands between the country of which such air line is a national and the country of ultimate destination of the traffic, and the right of the designated air line(s) of either Party to embark and to disembark at points in the territory of the other Party international traffic destined for or coming from third countries on specified air routes shall be applied in accordance with the general principles of orderly development to which both Parties subscribe and shall be subject to the general principle that capacity shall be related:

- (1) to the traffic requirements between the country of origin of the air service and the countries of destination,
- (2) to the requirements of through air operation, and

- (3) to the traffic requirements of the area through which the air line passes after taking account of local and regional services.

#### *Article V*

When, for the purpose of economy of onward carriage of through traffic, different aircraft are used on different sections of a specified air route, with the point of change in the territory of one of the Contracting Parties, such change of aircraft shall not affect the provisions of this Agreement relating to the capacity of the air services and the carriage of traffic. In such cases the second aircraft shall be scheduled to provide a connecting service with the first aircraft, and shall normally await its arrival.

#### *Article VI*

(A) Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including costs of comparable economic operations, reasonable profit, differences of characteristics of service and the rates charged by any other operators on the route.

(B) The rates to be charged by any of the air lines, designated under this Agreement, in respect of traffic between the territories of the two Parties shall be agreed in the first instance between the designated air lines in consultation with other air lines operating on the route or any section thereof, and shall have regard to relevant rates adopted by the International Air Transport Association. Any rates so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties. In the event of disagreement between the air lines, the Contracting Parties themselves shall endeavour to reach agreement and shall take all necessary steps to give effect to such agreement. Should the Contracting Parties fail to agree, the dispute shall be dealt with in accordance with Article XI. Pending the settlement of any dispute by agreement or until it is decided under Article XI the rates already established shall prevail.

(C) Pending the acceptance by both Parties of any recommendations which the International Civil Aviation Organization may make with regard to the regulation of rates for traffic other than that defined in paragraph (B) of this Article, the rates to be charged by an air line of one Contracting Party in respect of traffic between the territory of the other Contracting Party and a third country shall be fixed on the basis of the principles set out in paragraph (A) of this Article and after taking into consideration the interests of the air line(s)

of the other Party and shall not vary unduly in a discriminatory manner from the rates established by the air line(s) of the other Party operating air services on that part of the specified air routes concerned. Provided, however, that a designated air line under the Agreement shall not be required to charge rates higher than those established by any other air line operating on the specified air routes.

(D) If the International Civil Aviation Organization fails to establish a means of determining rates for traffic defined in paragraph (C) of this Article in a manner acceptable to both Parties, within a reasonable time, consultation shall be inaugurated in accordance with Article X of this Agreement with a view to such modification of paragraph (C) of this Article as appears desirable.

#### *Article VII*

(A) The aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the authorizations extended to their respective designated air lines to render service to, through and from the territory of the other Contracting Party. This will include copies of current authorizations for service on the specified air routes, together with amendments, exemption orders and authorized service patterns.

(B) Each Contracting Party shall cause its designated air lines to provide the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, tariff schedules and all other relevant information concerning the operation of the specified air services and of all modifications thereof.

(C) Each Contracting Party shall cause its designated air lines to provide to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried on their air services to, from or over the territory of the other Contracting Party showing the origin and destination of the traffic.

#### *Article VIII*

(A) Fuel, lubricating oils and spare parts introduced into or taken or board aircraft in the territory of one Contracting Party by, or on behalf of, the other Contracting Party or its designated air line(s) and intended solely

for use by the latter's aircraft, shall be accorded with respect to customs duties, inspection fees or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to its national air lines engaged in international public transport or to the air lines of the most favoured nation.

(B) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated air lines 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 until re-exportation under customs supervision.

#### *Article IX*

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 air line of the other Party to comply with the laws and regulations of the former Party, or in case, in the judgement 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 a case of failure to comply with laws and regulations, such action shall be taken only after consultation between the Parties. In the event of action by one Party under this Article, the rights of the other Party under Article XI shall not be prejudiced.

#### *Article X*

(A) In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to ensuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

(B) Either Contracting Party, may, at any time, request consultation with the other with a view to initiating any amendments of this Agreement which may be desirable in the light of experience. Such consultation shall begin within a period of sixty days from the date of the request. Any modification of

this Agreement agreed to as a result of such consultation shall come into effect when it has been confirmed by an exchange of diplomatic notes.

(C) When the procedure for consultation provided for in paragraph (B) of this Article has been initiated, either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement as provided in Paragraph (E) of this Article. Such notice shall simultaneously be communicated to the International Civil Aviation Organization.

(D) Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated air lines in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authorities of either Contracting Party may therefore proceed unilaterally to make such changes, provided, however, that notice of any change shall be given without delay to the aeronautical authorities of the other Contracting Party. If such latter aeronautical authorities find that, having regard to the principles set forth in Article IV of this Agreement, the interests of any of their air lines are prejudiced by the carriage by a designated air line of the first Contracting Party and the new point in the territory of a third country, the latter Party may request consultation in accordance with the provisions of Paragraph (B) of this Article.

(E) This Agreement shall terminate one year after the date of receipt by the other Contracting Party of the notice to terminate, unless the notice is withdrawn by agreement before the expiration 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 receipt of the notice by the International Civil Aviation Organization.

#### *Article XI*

(A) 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.

(B) If the Contracting Parties fail to reach a settlement by negotiation:

- (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 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 Organization or, if there is no such tribunal, to the Council of the said Organization, or failing that, to the International Court of Justice.

(C) The Contracting Parties undertake to comply with any decision given under Paragraph (B) of this Article.

(D) If and so long as either Contracting Party or a designated air line of either Contracting Party fails to comply with a decision given under Paragraph (B) of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement.

#### *Article XII*

This Agreement shall come into force on the day it is signed. The Agreement and all relative contracts shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

#### *Article XIII*

In the event of the conclusion of a multilateral convention or agreement concerning air transport to which both Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such convention or agreement.

#### *Article XIV*

(A) For the purpose of this Agreement the terms "territory", "air service", and "air line" shall have the meaning specified in the Convention on International Civil Aviation signed at Chicago on December 7, 1944.

(B) The term "aeronautical authorities" shall mean, in the case of Norway, the Ministry of Transport and Communications, the Directorate of Civil Aviation, and in the case of Pakistan, the Director General of Civil Aviation and in both cases any person or body authorized to perform the functions presently exercised by the above-mentioned authorities.

The Annex to this Agreement shall be deemed to be part of the Agreement and all references to the "Agreement" shall include references to the "Annex", except where otherwise expressly provided.

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

DONE this 23rd day of June, 1949 in duplicate at Karachi in the English language.

For the Government of Norway:  
(Signed) E. Krogh HANSEN

For the Government of Pakistan:  
(Signed) A. T. NAQVI

#### ANNEX

1. Air lines designated by the Government of Norway shall be entitled to operate air services on the route specified in this paragraph:

*Route:* Norway—Amsterdam—Geneva—Rome—Cairo—Basra—Karachi—Bombay—Calcutta—Bangkok—Hongkong—Shanghai, and to points beyond, in both directions.

2. Air lines designated by the Government of Pakistan shall be entitled to operate air services in both directions on a route to, from and across Norway to be mutually agreed upon later.

3. (A) Points on any of the specified routes may at the option of the designated air line, be omitted on any or all flights.

(B) If, at any time, scheduled flights on any of the specified air services of one Contracting Party are desired to be operated so as to terminate in the territory of the other Contracting Party and not as part of a through air service extending beyond such territory, prior consent of the Party in whose territory a service is to terminate must be obtained. The latter Party shall have the right to nominate the terminal point of such scheduled flights on the specified air route in its territory. The latter Party shall give not less than six months notice to the other Party if it decides to nominate a new terminal point for such scheduled flights.