

No. 938

**CEYLON
and
THAILAND**

**Agreement relating to air transport services (with annex). Signed at
Bangkok, on 24 February 1950**

Official text: English.

Registered by the International Civil Aviation Organization on 5 October 1950.

**CEYLAN
et
THAÏLANDE**

**Accord relatif aux services de transports aériens. Signé à Bangkok, le
24 février 1950**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 5 octobre 1950.

No. 938. AGREEMENT¹ BETWEEN THE GOVERNMENT OF CEYLON AND THE GOVERNMENT OF THAILAND RELATING TO AIR TRANSPORT SERVICES. SIGNED AT BANGKOK, ON 24 FEBRUARY 1950

The Government of Ceylon and the Government of Thailand,

Being parties to the Convention² on International Civil Aviation done at Chicago on the seventh day of December, 1944,

And desiring to conclude an Agreement relating to air transport services between Ceylon and Thailand,

Have accordingly appointed duly authorized plenipotentiaries for this purpose, who have agreed as follows:

Article 1

Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to this Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the "agreed services"). The agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

Article 2

(a) Each of the agreed services may be put into operation as soon as the Contracting Party to whom the rights specified in the Annex have been granted, has designated an airline or airlines to operate the specified routes.

(b) The airline or airlines thus designated by one of the Contracting Parties may be required to satisfy the competent aeronautical authorities of the other Contracting Party that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by these authorities to the operation of commercial airlines.

Article 3

In order to prevent discriminatory practices and to assure equality of treatment, the Contracting Parties agree that:

¹ Came into force on 24 February 1950, as from the date of signature, in accordance with article 12.

² United Nations, *Treaty Series*, Volume 15, page 295; Volume 26, page 420; Volume 32, page 402; Volume 33, page 352; Volume 44, page 346, and Volume 51, page 336.

(a) The charges which either of the Contracting Parties may impose or permit to be imposed on the designated airline or airlines of the other Contracting Party for the use of airports and other facilities shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one Contracting Party by or on behalf of the airlines designated by the other Contracting Party and intended solely for use by the aircraft of such designated airlines 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 national airlines engaged in similar international services or the airline of the most favoured nation.

(c) Aircraft of one Contracting Party, used in the operation of the agreed services and supplies of fuel, lubricating oils, spare parts, normal equipment, and aircraft stores retained on board such aircraft shall be exempt, on entry into or departure from 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.

(d) 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 under customs supervision until re-exportation.

Article 4

Certificates of airworthiness, certificates of competency, and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flights above its own territory, certificates of competency and licences granted to its own nationals by another State.

Article 5

(a) The laws and regulations of one Contracting Party relating to the admission to or departure from its territory of aircraft engaged in international air navigation or to the operation and navigation of such aircraft while within its territory, shall apply to the aircraft of the designated airline or airlines of the other Contracting Party, and shall be complied with by such aircraft upon entering into or departing from or while within the territory of the first Party.

(b) The laws and regulations of one Contracting Party relating to the admissions to or departure from its territory of passengers, crew, or cargo of aircraft such as regulations relating to entry, clearance, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of aircraft of the designated airline or airlines of the other Contracting Party upon entrance into or departure from or while within the territory of the first Contracting Party.

Article 6

Each Contracting Party reserves the right to withhold or revoke the exercise of the rights specified in the Annex to this Agreement by an airline designated by the other Contracting Party in the event it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, or in case of failure by the designated airline to comply with the laws and regulations of the other Contracting Party over whose territory it operates as described in Article 5, or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement.

Article 7

This Agreement shall be registered with the International Civil Aviation Organization set up by the Convention on International Civil Aviation.

Article 8

If either of the Contracting Parties considers it desirable to modify any provision or provisions of the Annex to this Agreement, such modification may be made by direct agreement between the competent aeronautical authorities of the Contracting Parties. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

Article 9

If a general multilateral Convention concerning air transport which is accepted by both Contracting Parties comes into force, the present Agreement shall be amended so as to conform with the provisions of the said Convention.

Article 10

Any dispute between the Contracting Parties relating to the interpretation or application of this Agreement or of the Annex thereto shall be referred for decision to the Council of the International Civil Aviation Organization, unless the Contracting Parties agree to settle the dispute by reference to an Arbitral

Tribunal appointed by agreement between the Contracting Parties, or to some other person or body. The Contracting Parties undertake to comply with the decision given.

Article 11

Either Contracting Party may at any time give notice to the other if it desires to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of the 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 Organization.

Article 12

This Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Bangkok this twenty-fourth day of February in the two thousand four hundred and ninety-third year of the Buddhist Era, corresponding to the one thousand nine hundred and fiftieth year of the Christian Era, in the English language.

For the Government of Ceylon:

J. L. KOTELAWALA

For the Government of Thailand:

P. SARASIN

A N N E X

TO THE AGREEMENT BETWEEN THE GOVERNMENT OF CEYLON AND THE GOVERNMENT OF THAILAND
RELATING TO AIR TRANSPORT SERVICES

1. Airlines of Ceylon authorized under the present Agreement are accorded rights of transit and non-traffic stop in the territory of Thailand as well as the rights to pick up and discharge international traffic in passengers, cargo and mail in Thailand on the following routes:

Ceylon via intermediate points to Bangkok and beyond in both directions.

2. Airlines of Thailand authorized under the present Agreement are accorded rights of transit and non-traffic stop in the territory of Ceylon as well as the rights to pick up and discharge international traffic in passengers, cargo and mail in Ceylon on the following routes:

Thailand via intermediate points to Colombo and beyond in both directions.

3. Points on any of the specified routes may, at the option of the designated airline, be omitted on any or all flights.

4. Rates to be charged by the airlines shall, in the first instance, be agreed between them. Any rates so agreed shall be subject to the approval of the competent aeronautical authorities of the Contracting Parties, and, in the event of disagreement, settlement will be reached in accordance with the provisions of Article 10 of this Agreement.
