

No. 1319

SWITZERLAND
and
INDIA

Provisional Agreement relating to air services (with annex).
Signed at Berne, on 24 June 1949

Official texts: English and French.

Registered by the International Civil Aviation Organization on 18 July 1951.

SUISSE
et
INDE

Accord provisoire relatif aux services aériens (avec annexe).
Signé à Berne, le 24 juin 1949

Textes officiels anglais et français.

Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.

No. 1319. PROVISIONAL AGREEMENT¹ BETWEEN SWITZERLAND AND INDIA RELATING TO AIR SERVICES. SIGNED AT BERNE, ON 24 JUNE 1949

The Swiss Federal Council and the Government of India, hereinafter described as the Contracting Parties,

considering:

That the possibilities of Commercial Aviation for the purposes of transport have notably increased;

That it is desirable to organise regular Air Services in a safe and orderly manner and to further as much as possible international co-operation in this field; and

That therefore it is necessary to conclude between Switzerland and India an agreement for the operation of air services on regular routes;

Agree as follows :

Article 1

(a) Each Contracting Party grants to the other in times of peace the right to establish international air services on routes which traverse or terminate in their countries, as specified in the Annex to this agreement.

(b) Each Contracting Party will designate one or more Air Transport Companies hereinafter referred to as Companies for operation on the specified routes and it will decide on the date of commencement of the services.

Article 2

(a) Each Contracting Party will, subject to the provisions of article 10 below, issue the necessary authorisation for operation to the Company or Companies designated by the other Contracting Party :

(b) Nevertheless, before being so authorised to commence any or all of the services agreed upon, the Companies may be called upon to satisfy the aeronautical authorities of the Contracting Party granting the authorisation that they are qualified to fulfil the conditions prescribed by or under the laws and regulations normally applied by such authorities.

¹ Came into force on 24 June 1949, as from the date of signature, in accordance with article 13.

Article 3

The Contracting Parties agree that :

(a) The Companies of each Contracting Party shall enjoy equal opportunities for the operation of Air Services, between the territories of the two parties;

(b) The transport capacities afforded by the Companies appointed by each Contracting Party shall bear a close relation to the needs of traffic;

(c) The Companies appointed by the Contracting Parties shall respect each other's interests on the common air routes so as not to affect in any undue manner their respective operational services :

(d) The services provided by the Companies shall have as their primary objective the providing of capacity adequate to the traffic demands between the country to which the Company belongs and the countries of ultimate destination of the traffic;

(e) The right to embark and the right to disembark at points, specified in the Annex, international traffic destined for or coming from third countries on the specified air routes shall be applied in accordance with the general principles of orderly development to which both the parties subscribe and shall be subject to the general principles that capacity shall be related :

- (i) to traffic requirements between the country of origin and the countries of destination;
- (ii) to the requirements of through airline operation; and
- (iii) to the traffic requirements of the areas through which the airline passes after taking account of local and regional services.

Article 4

When, for the purpose of economy of onward carriage of through traffic, different aircraft are used in different sections of a route specified, 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 service 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 5

Rates shall be fixed at reasonable levels, due regard being paid to economic operation, reasonable profit and the differences of characteristics of each air service as for example speed and comfort and shall have regard to the recom-

recommendations made by the International Air Transport Association. In the absence of such recommendations rates to be charged shall be decided in consultation with other companies operating on the same routes. 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 Companies, the aeronautical authorities of the Contracting Parties themselves shall endeavour to reach agreement and will take steps to give effect to such agreement. Should the aeronautical authorities of the Contracting Parties fail to agree, the dispute shall be dealt with in accordance with article 11 of this agreement.

Article 6

(a) Each of the Contracting Parties agrees that the charges leviable for the utilization of the airports and other facilities by the companies of the other Contracting Party will not exceed such charges as are levied for utilization of such airports and facilities by aircraft pertaining to their own airlines or to other international airlines.

(b) Fuel, lubricating oils and spare parts introduced into or taken on board an aircraft, in the territory of one of the Contracting Parties by, or on behalf of, the other of the Contracting Parties or its airlines and intended solely for use by the latter's aircraft shall be accorded, with respect to customs duty, inspection fees and/or other charges imposed by the former Contracting Party, treatment not less favourable than that granted to its national airlines engaged in international public transport or to the airlines of the most favoured nation.

(c) All aircraft which the Companies utilise on the routes specified as well as supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board such aircraft shall be exempt, in the territory of the other Contracting Party, from customs duties, inspection fees, similar duties or charges, even though such supplies be used or consumed by or aboard such aircraft on flights in that territory.

Article 7

Certificates of airworthiness and other certificates or licences issued or deemed valid by one Contracting Party and still in force will be recognised by the other Contracting Party for the purpose of operation of services on the routes agreed upon. Each Contracting Party, however, reserves the right of not recognising as valid in its own territory, certificates and licences issued by another State to its own nationals.

Article 8

(a) The aeronautical authorities of the Contracting Parties shall exchange information as promptly as possible concerning the authorisations extended to their respective airlines to render service to, through and from, the territory of the other Contracting Party. This will include copies of current certificates and authorisations for service on the air routes specified together with admenments, exemption orders and authorised service patterns.

(b) The aeronautical authorities or the airlines of each Contracting Party shall provide to the aeronautical authorities of the other Contracting Party, as long in advance as possible, time-tables, tariff schedules and all other relevant information concerning the operation of the air services and of all modifications thereof.

(c) The aeronautical authorities of each Contracting Party shall 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 destination and the origin of the traffic.

Article 9

(a) In the territory of each one of the Contracting Parties, the laws and regulations governing the entry and departure of aircraft belonging to International Traffic or to the flights of such aircraft over the said territory, will be applicable to the aircraft of the Companies of the other Contracting Party.

(b) In the territory of each one of the Contracting Parties, the laws and regulations governing the entry, stay and departure of the passengers, crew or freight, as well as such laws and regulations concerning formalities, immigration, passports, customs and quarantine, will be applicable to passengers, crew and/or freight transported by the aircraft of the Companies of the other Contracting Party during the time the aircraft remains on the said territory.

Article 10

Each Contracting Party reserves the right to itself to withhold or revoke authorisation for operation to a company or companies appointed by the other Contracting Party in the event of a major part of the property and of effective control of the company or companies not vesting in the other Contracting Party or its nationals or in the event of failure to fulfil conditions under which the rights are granted in accordance with this Agreement.

Article 11

(a) The Contracting Parties agree to submit to arbitration all disputes concerning and/or relating to the interpretation and/or to the application of this agreement or its Annex which are not settled by negotiations between themselves.

(b) Such dispute will be brought before the Council of the International Civil Aviation Organisation established by the International Civil Aviation Convention signed at Chicago on the 7th December, 1944.¹

(c) Notwithstanding the above, however, the Contracting Parties may with mutual agreement refer the dispute to an Arbitral Council or to any other person or organisation.

(d) The Contracting Parties undertake to comply with any decision given under paragraphs (b) and (c) above.

Article 12

This Agreement and all contracts referring thereto will be registered with the International Civil Aviation Organisation founded by the International Civil Aviation Convention, signed at Chicago on the 7th December, 1944.

Article 13

(a) This Agreement comes into force on the day it is signed.

(b) The aeronautical authorities of the Contracting Parties will, from time to time, consult one another in a spirit of close collaboration, with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

(c) This Agreement and its Annex shall be modified to conform to the provisions of any multilateral Convention or Agreement on air transport which is accepted by both Contracting Parties.

(d) Changes to the Annex to this Agreement may be agreed upon between the aeronautical authorities.

(e) Either Contracting Party may terminate the Agreement by notifying the other party a year in advance.

Article 14

(a) For the purpose of this Agreement the terms "Territory", "Air Service", and "International Air Service" shall have the meaning specified in the International Civil Aviation Convention of the 7th December, 1944.

¹ United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

(b) The term "aeronautical authorities" shall mean in the case of Switzerland, the Federal Air Office, and in the case of India, the Directorate General of Civil Aviation in India, and in both cases any persons or bodies authorised by competent authorities to perform the functions presently exercised by the above-mentioned authorities.

(c) The term "capacity" shall mean pay load expressed in metric ton-kilometers offered en route concerned during a specified period of time.

(d) The term "traffic" shall mean transport of passengers, baggage, cargo and mail.

(e) 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, being duly authorised thereto by their respective Governments, have signed the present Agreement.

DONE at Berne in duplicate this twenty-fourth day of June, nineteen hundred forty-nine, in the French and English languages, both texts being equally authentic.

For the Government of India :
(Signed) Dhirajlal B. DESAI

For the Swiss Federal Council :
(Signed) MAX PETITPIERRE

A N N E X

1. Airlines designated by the Swiss Federal Council shall be entitled to operate air services in both directions on the routes specified, and to land for traffic purposes in India at the points specified, in this paragraph :

From Switzerland via any points in Italy, Greece, Palestine, Lebanon, etc., to Bombay or such points in India as may be agreed between the Contracting Parties and beyond via intermediate points.

2. Airlines designated by the Government of India shall be entitled to operate air services in both directions on the routes specified, in this paragraph :

From India via any points in Pakistan, the Persian Gulf, the Middle East, North Africa and Italy to Geneva or such points in Switzerland as may be agreed between the Contracting Parties and therefrom to Paris, or Brussels, and/or London and beyond via intermediate points.

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