

No. 1471

**INDIA
and
NETHERLANDS**

**Agreement relating to air services (with annex). Signed
at New Delhi, on 24 May 1951**

Official text: English.

Registered by the International Civil Aviation Organization on 23 October 1951.



**INDE
et
PAYS-BAS**

**Accord relatif aux services aériens (avec annexe). Signé à
New-Delhi, le 24 mai 1951**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 23 octobre 1951.

No. 1471. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE NETHERLANDS RELATING TO AIR SERVICES. SIGNED AT NEW DELHI, ON 24 MAY 1951

The Government of India and the Government of the Netherlands, hereinafter described as the Contracting Parties,

Being Contracting Parties to the Convention² on International Civil Aviation and the International Air Services Transit Agreement,³ both signed at Chicago on the seventh day of December, 1944, the terms of which Convention and Agreement are binding on both parties,

And desiring to conclude an agreement for the operation of air transport services between and beyond their respective territories,

Have agreed as follows :

Article I

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").

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 are granted, on condition that :

1. The Contracting Party to whom the rights have been granted shall have designated an airline (hereinafter referred to as a "designated airline") for the specified air route.

2. The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline, which it shall do with the least

¹ Came into force on 17 June 1951, in accordance with article XII. The following information is provided by the International Civil Aviation Organization: "This Agreement replaces the Agreement concluded between the Netherlands and India on 31 May 1947, before the partition of India and Pakistan (registered with ICAO under No. 464 and with the United Nations under No. 268—United Nations, *Treaty Series*, Vol. 17, p. 65). This last mentioned Agreement is still in force between the Netherlands and Pakistan, according to a statement received from the Government of the Netherlands by the International Civil Aviation Organization on 5 September 1951."

² 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.

³ United Nations, *Treaty Series*, Vol. 84, p. 389.

possible delay, provided that the airline has, if called upon, complied with the requirements of paragraph (B) of this Article.

(B) The designated airline 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 international air services.

(C) The operation of each of the specified air services shall be subject to the agreement 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

The designated airlines of each Contracting Party operating the specified air services may, subject to the provisions of Article IV, set down or pick up in the territory of the other Contracting Party, at the points specified in the Annex, international traffic originating in or destined for the territory of the former Contracting Party or of a third country on the specified air route concerned.

Article IV

(A) The aeronautical authorities of the Contracting Parties shall jointly determine in respect of an agreed period the total capacity required for the carriage, at a reasonable load factor, of all traffic, that is to say passengers, cargo and mails, which may reasonably be expected to originate in the territory of each Contracting Party and to be disembarked in the territory of the other Contracting Party on the specified air services to be operated during that period on each of the specified air routes. The aeronautical authorities shall then determine the capacities and frequencies to be provided by the designated airline of each of the Contracting Parties.

(B) In this Article, "agreed period" means the first twelve months from the date this Agreement comes into force and, thereafter, every succeeding period of twelve months unless otherwise agreed between the aeronautical authorities.

(C) Pending the completion of any review of capacity in accordance with the provisions of this Article the designated airlines of the Contracting Parties shall be entitled to continue to make available on their air services the capacities and frequencies last agreed between the aeronautical authorities of the Contracting Parties.

Article V

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

(B) Each Contracting Party shall cause its designated airlines to provide to the aeronautical authorities of the other Contracting Party, as long in advance as practicable, copies of time tables, tariff schedules, including any modifications thereof, and all other relevant information concerning the operation of the specified air services including such information as may be required to satisfy the aeronautical authorities that the requirements of this Agreement are being duly observed.

(C) Each Contracting Party shall cause its designated airlines 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 VI

(A) Rates shall be fixed at reasonable levels, due regard being paid to all relevant factors, including costs of comparable economical operation, reasonable profit and differences of characteristics of service.

(B) The rates to be charged by the designated airlines of each Contracting Party in respect of traffic carried under this Agreement to or from the territory of the other Contracting Party shall be agreed in the first instance between the designated airlines of both the Parties 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 airlines and/or the aeronautical authorities, the Contracting Parties themselves shall endeavour to reach agreement and will 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 disagreement, the rates already established shall prevail.

Article VII

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 other Contracting Party or its designated airlines and intended solely for use by the latter's aircraft shall be accorded, with respect to customs duty, inspection fees 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.

Article VIII

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 it is not satisfied that substantial ownership and effective control of the airline are vested in nationals of the other Contracting Party, or in case of failure by a designated airline of the other Party to comply with the laws and regulations of the former Party, or in case, in the judgment 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 case of a 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 IX

(A) In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties will consult regularly with a view to assuring 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 the Agreement which it may deem desirable. 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) Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated airlines 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 this Agreement, the interests of any of their airlines are prejudiced by the carriage by a designated airline of the first Contracting Party of traffic between the territory of the second 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.

Article X

Either Contracting Party may at any time give notice to the other of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. This Agreement shall terminate one year after the date of receipt of the notice by the other Contracting Party, unless the notice is withdrawn by agreement before the expiration of this period. In the absence of acknowledgment 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 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 or some other person or body appointed by agreement between them; 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 established within the International Civil Aviation Organization, or, if there be no such tribunal, to the International Court of Justice.

(C) The Contracting Parties undertake to comply with any decision given, including any interim recommendation made, under paragraph (B) of this Article.

(D) If and so long as either Contracting Party or a designated airline of either Contracting Party fails to comply with the requirements of paragraph (C) 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 17th of June, 1951.

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", "international 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 India, the Director General of Civil Aviation, India, and in the case of the Netherlands, the Director General of Civil Aviation in the Netherlands, and in both cases any person or body authorized to perform the functions presently exercised by the above mentioned authorities.

Article XV

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

DONE this 24th day of May 1951 in duplicate at New Delhi in the English language.

For the Government of India :
(Signed) RASI AHMED KIDWAI

For the Government of the Netherlands :
(Signed) A. M. L. WINKELMAN

ANNEX

1. An airline designated by the Government of the Netherlands shall be entitled to operate air services in both directions on each of the routes specified and to make scheduled landings in India at the points specified in this paragraph.

Route. The Netherlands, points in Europe, points in the Near East and Middle East, points in Iran, a point in Pakistan, to either Delhi or Calcutta, a point in Burma, a point in Thailand and thence to

(a) a point in Malaya, Jakarta and/or Biak and if desired beyond; and

(b) a point in the Philippines or China and if desired beyond.

2. An airline designated by the Government of India shall be entitled to operate air services in both directions on each of the routes specified and to make scheduled landings in the Netherlands at the points specified in this paragraph.

Route (1). India, a point in Pakistan, points in Saudi Arabia, Iran, the Middle East and Near East, points in Europe to Amsterdam and, if desired, beyond.

Route (2). India, points in Pakistan, Burma, Thailand, Indo-China, Malaya, Indonesia to New Guinea and if desired beyond.

3. (A) Points on any of the specified routes may, at the option of the designated airline, 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 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, 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.