

**No. 2603**

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**PAKISTAN  
and  
SWITZERLAND**

**Agreement (with annex) relating to air services. Signed at  
Karachi, on 17 March 1952**

*Official texts: English and French.*

*Registered by the International Civil Aviation Organization on 30 June 1954.*

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**PAKISTAN  
et  
SUISSE**

**Accord (avec annexe) relatif aux services aériens. Signé à  
Karachi, le 17 mars 1952**

*Textes officiels anglais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 30 juin 1954.*

No. 2603. AGREEMENT<sup>1</sup> BETWEEN PAKISTAN AND SWITZERLAND RELATING TO AIR SERVICES. SIGNED AT KARACHI, ON 17 MARCH 1952

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

Having ratified the Convention on International Civil Aviation<sup>2</sup> and the International Air Services Transit Agreement<sup>3</sup> both signed at Chicago on the 7th day of December 1944, and

Desiring to conclude an agreement for the purpose of establishing and operating air services between and beyond the territories of Pakistan and Switzerland, Agree as follows :

*Article I*

Each Contracting Party grants to the other Contracting Party the rights to operate the air services specified in the Annex<sup>4</sup> to this Agreement (hereinafter referred to as the "agreed air services") and to carry traffic to, from and in transit over the territory of that other Contracting Party as provided in this Agreement.

*Article II*

A. Each of the agreed air services may be inaugurated as soon as :

- (1) the Contracting Party to whom the rights are granted shall have designated an airline (hereinafter referred to as a "designated airline") for the operation of the air routes specified in the Annex (hereinafter referred to as the "specified air routes") ;
- (2) the Contracting Party which grants the rights shall have given the appropriate operating permission to the said airline pursuant to Paragraph B of this Article which it shall do with the least possible delay.

B. The designated airline may, however, before being authorised to inaugurate the agreed services, be required to satisfy the aeronautical authority 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 that authority to the operation of international air services.

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<sup>1</sup> Came into force on 24 July 1953, by an exchange of notes giving notice of the ratification of the agreement, in accordance with article XV.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 15, p. 295 ; Vol. 26, p. 420 ; Vol. 32, p. 402 ; Vol. 33, p. 352 ; Vol. 44, p. 346 ; Vol. 51, p. 336 ; Vol. 139, p. 469, and Vol. 178, p. 418.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 84, p. 389 ; Vol. 139, p. 469, and Vol. 178, p. 418.

<sup>4</sup> See p. 252 of this volume,

The Contracting Party granting the rights may also require the proof that substantial ownership and effective control of the designated airline of the other Contracting Party shall be vested in this Party or its nationals.

### *Article III*

A. Subject to the provisions of this Agreement, the designated airline of one Contracting Party shall enjoy, while operating an agreed air service on a specified air route, the rights :

- (1) to fly its aircraft across the territory of the other Contracting Party ;
- (2) to make stops in the said territory for non-traffic purposes ; and
- (3) to make stops in the said territory at the points specified for that route in the Annex to this Agreement for the purposes of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points as specified.

B. Paragraph A of this Article shall not be deemed to confer on the designated airline of one Contracting Party the rights to take up in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

C. Each Contracting Party undertakes not to enter into any arrangements which specifically grant any privilege of the nature referred to in Paragraph B of this Article on an exclusive basis to any other State or airline of any other State and not to claim any such exclusive privilege from any other State.

### *Article IV*

In order to achieve and maintain equilibrium between the capacity of the agreed 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 agreed air services, the Contracting Parties agree as follows :

A. The designated airline of each Contracting Party shall enjoy fair and equal opportunity for the operations of air services between the territories of the Contracting Parties.

B. The agreed air services shall retain as their primary objective the provision of the capacity adequate to the traffic demands between the country of which the designated airline is a national and the countries of ultimate destination of the traffic and the rights of the designated airline of either Contracting Party to embark and to disembark at points in the territory of the other Contracting Party 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 Contracting Parties subscribe and shall be subject to the general principle that capacity shall be related :

- (1) to the requirements of the traffic between the country of which the designated airline is a national and destinations on the specified air routes ;
- (2) to the requirements of through airline operations ;
- (3) to the air transport needs of the areas through which the designated airline passes, local and regional air services being taken into account.

#### *Article V*

The designated airline of one Contracting Party may for the purpose of economy of operation make a change of gauge (that is change of aircraft of different capacity) in the territory of the other Contracting Party subject to the following conditions :

- (1) that the aircraft used on the section of a specified air route more distant from its country of origin shall be smaller in capacity than those used on the nearer section ;
- (2) that such smaller aircraft shall be scheduled to provide a connecting service with and shall normally await the arrival of the aircraft of larger capacity ;
- (3) that such smaller aircraft shall be operated for the primary purpose of carrying onward to their ultimate destinations passengers who have travelled in the larger aircraft ; the capacity of such smaller aircraft shall be determined with primary reference to the traffic travelling in the larger aircraft and normally requiring to be carried onward, and to the provisions of Article IV.

#### *Article VI*

A. The tariffs to be charged by the designated airlines of any of the agreed air services shall be fixed on reasonable levels due regard being paid to all relevant factors, including economical operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the tariffs charged by other airlines on the specified air route or any section thereof. These tariffs shall be determined in accordance with the following provisions of this Article.

B. The tariffs shall, if possible, be agreed in respect of each specified air route between the designated airlines, in consultation with other airlines operating on the same air route or any section thereof. Such agreement shall, where possible, be reached through the rate fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

C. If the tariffs cannot be agreed in accordance with the provisions of Paragraph B of this Article, or in the event of disagreement between the designated airlines concerning the tariffs, the aeronautical authorities of the Contracting Parties shall endeavour to determine them by agreement between themselves.

D. If these authorities fail to agree, the matter shall be dealt with in accordance with the provisions of Article XI.

E. Pending the settlement of any disagreement of the nature referred to in Paragraphs C and D of this Article the tariffs already in force shall be charged.

#### *Article VII*

A. The aeronautical authority of each Contracting Party shall upon request provide the aeronautical authority of the other Contracting Party as promptly as possible with information concerning the authorisations extended to its designated airline to operate air services to, through and from the territory of that other Contracting Party. This will include copies of current certificates and authorisations for service on the specified air routes, together with amendment, exemption orders and authorised services patterns as applicable.

B. The aeronautical authority of the designated airline of each Contracting Party shall provide the aeronautical authority of the other Contracting Party, as long in advance as practicable, with time tables, tariff schedules and all other relevant information concerning the operation of the agreed services and of all modifications thereof.

C. The aeronautical authority of each Contracting Party shall upon request provide the aeronautical authority of the other Contracting Party with statistics relating to the traffic carried on its air services to, from and over the territory of that other Contracting Party showing the origin and destination of the traffic.

#### *Article VIII*

A. For the use of airports and other facilities offered by one Contracting Party the designated airline of the other Contracting Party shall not be liable to pay charges exceeding those payable by 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 other Contracting Party or its designated airline and intended solely for use by or in the aircraft of that designated airline, shall be accorded, with respect to customs duties, inspection fees or other duties and charges imposed by the former Contracting Party, treatment not less favourable than that granted to its national airlines engaged in international public transport provided that neither Contracting Party shall be bound to accord to the designated airline of the other Contracting

Party treatment more favourable than accorded reciprocally by such other Contracting Party.

C. Aircraft of one Contracting Party on a flight to, from or across the territory of the other Contracting Party shall be exempt from all duties fixed by the customs regulations. Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of the one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties and charges, even though such supplies be used or consumed 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, and shall be kept, until re-exportation, under customs supervision and control.

#### *Article IX*

A. Each Contracting Party reserves the right to itself, after consultation with the other Contracting Party, to withhold or revoke, or impose such conditions as it may deem necessary with respect to, an operating permission in case of failure by the designated airlines of that other Contracting Party to comply with the laws and regulations of the first Contracting Party, or in case, in the judgement of the first Contracting Party, there is a failure to fulfil the conditions under which the rights are granted in accordance with this Agreement.

B. In the event of action by one Contracting Party under this Article, the rights of the other Contracting Party under Article XI shall not be prejudiced.

#### *Article X*

A. In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties will consult regularly with a view to ensuring the observance of the principles of this Agreement.

B. Either Contracting Party may at any time request consultation between the aeronautical authorities of the Contracting Parties with a view to initiating any amendments to this Agreement which may be 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 notes through the diplomatic channel.

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 in accordance with the provisions of Article XIV. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation.

D. Changes made by either Contracting Party in the specified air routes, except those which change the points served by the designated airline of this Party in the territory of the other Contracting Party, shall not be considered as modifications of this Agreement. The aeronautical authority 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 authority of the other Contracting Party. If such latter aeronautical authority finds that, having regard to the principles set forth in Article IV, the interests of its designated airline are prejudiced by the carriage by the 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 the third country, the latter Party may request consultation in accordance with the provisions of Paragraph B of this Article.

#### *Article XI*

A. If any dispute arises between the Contracting Parties relating to the interpretation or application of this 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 :

- (1) 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
- (2) 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 which may hereafter be established within the International Civil Aviation Organisation or, if there be no such tribunal, to the Council of the said Organisation.

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

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

#### *Article XII*

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 XIII*

A. For the purpose of this Agreement the terms "air service", "international air service" and "airline" shall have the meanings respectively assigned to them in the Convention on International Civil Aviation.

B. The term "territory" in relation to a State shall mean the land areas and territorial waters adjacent thereto under the sovereignty, protection or trusteeship of that State.

C. The term "aeronautical authority" shall mean, in the case of Pakistan, the Director General of Civil Aviation, and in the case of Switzerland, the Federal Air Office, and in both cases any person or body authorised to perform the functions presently exercised by the abovementioned authorities.

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

*Article XIV*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate this Agreement. The 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 the receipt of the notice by the International Civil Aviation Organisation in accordance with the provisions of Paragraph C of Article X.

*Article XV*

This Agreement shall come into force on the day its ratification is mutually notified by an exchange of diplomatic notes.

The Agreement shall be registered with the International Civil Aviation Organisation.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement and affixed their seals thereto.

DONE at Karachi, this seventeenth day of March 1952, in duplicate in the French and English languages, both texts being equally authentic.

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

For the Swiss Federal Council:  
(Signed) Walter HOFER



## ANNEX

1. A Pakistani designated airline shall be entitled to operate air services in both directions on an air route to be agreed upon.
  2. A Swiss designated airline shall be entitled to operate air services in both directions on the air route hereinafter specified, and to land for traffic purposes in Pakistan :  
Points in Switzerland — Rome — Athens — Cairo or Lydda or Damascus or Beyrouth — Basra and/or Abadan — Koweit — Bahrein — Dhahran — Points in Pakistan — Points in India and beyond.
  3. Points on any of the specified air routes may, at the option of the designated airline of one Contracting Party, be omitted on any or all flights provided that the points in Pakistan or Switzerland respectively are not so omitted.
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