

No. 4505

**PAKISTAN
and
TURKEY**

**Agreement (with annex) relating to air services. Signed at
Karachi, on 2 November 1955**

Official texts : English and Turkish.

Registered by the International Civil Aviation Organization on 9 September 1958.

**PAKISTAN
et
TURQUIE**

**Accord de services aériens (avec annexe). Signé à Karachi,
le 2 novembre 1955**

Textes officiels anglais et turc.

Enregistré par l'Organisation de l'aviation civile internationale le 9 septembre 1958.

No. 4505. AGREEMENT¹ BETWEEN THE GOVERNMENT OF PAKISTAN AND THE REPUBLIC OF TURKEY RELATING TO AIR SERVICES. SIGNED AT KARACHI, ON 2 NOVEMBER 1955

The Government of Pakistan and the Government of Turkey hereinafter described as the Contracting Parties,

Being parties to the Convention on International Civil Aviation² and the International Air Services Transit Agreement,³ both opened for signature at Chicago on the Seventh day of December, 1944, (hereinafter referred to as the Convention or Transit Agreement, as the case may be),

Considering that it is desirable to organise international air services in a safe and orderly manner and to further as much as possible the development of international cooperation in this field,

Considering also that it is desirable to stimulate international air travel, at the lowest possible rates consistent with sound economic principles, as a means of promoting friendly understanding and goodwill among peoples and securing the many indirect benefits of this form of transportation to the common welfare of both countries,

And desiring to conclude an agreement for the purpose of promoting commercial scheduled air transport services between and beyond their respective territories,

Have accordingly appointed the undersigned plenipotentiaries for this purpose, who, being duly authorised to that effect by their respective governments, agree as follows :

Article I

1. Each Contracting Party grants to the other Contracting Party the right to operate the air services specified in the Annex⁴ to this Agreement (hereinafter referred to as the specified air services) on the routes specified in the said Annex (hereinafter referred to as the specified air routes).

¹ Came into force on 13 August 1956, as soon as both Contracting Parties notified each other that their constitutional requirements had been fulfilled, in accordance with article XIX.

² See footnote 2, p. 28 of this volume.

³ United Nations, *Treaty Series*, Vol. 84, p. 389 ; Vol. 139, p. 469 ; Vol. 178, p. 419 ; Vol. 199, p. 363, and Vol. 260, p. 462.

⁴ See p. 232 of this volume.

2. Subject to the provisions of this Agreement, any specified air service may be inaugurated in all or in part, immediately or at a later date, at the option of the Contracting Party to whom the rights are granted.

Article II

1. Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating, by virtue of the present Agreement, the specified air services.

2. On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article III of the present Agreement, without undue delay, grant to the airlines designated the appropriate operating permission.

3. The aeronautical authorities of one Contracting Party before granting operating permission to an airline designated by the other Contracting Party, may require the airline to satisfy them that it is qualified to fulfil the conditions prescribed under the laws, rules and regulations which they normally apply to the operation of scheduled air services, provided that such laws, rules and regulations do not conflict with the provisions of the Convention or of the present Agreement.

4. At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the specified air services.

Article III

1. Each Contracting Party shall have the right to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in Article V of the present Agreement, or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in the nationals of the Contracting Party designating the airline.

2. Each Contracting Party shall have the right to suspend the exercise by an airline of the rights specified in Article V of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those rights in any case where the airline fails to comply with the laws, rules and regulations of the Contracting Party granting these rights or to operate in accordance with the conditions prescribed in the present Agreement. Such action, however, shall not take place before the intention to do so is notified to the other Contracting Party and consultation between the aeronautical authorities of both Contracting Parties has not led to agreement within a period of twenty-eight days from the date of the said notification.

Article IV

1. The laws, rules and regulations of one Contracting Party especially those relating to :

- (a) entry into 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 airlines of the Contracting Party.
- (b) entry into or departure from its territory of passengers, crew or cargo of aircraft such as regulations relating to entry, clearance, immigration, passports, customs, quarantine and exchange regulations shall be applicable to the passengers, crew and cargo of the aircraft of the designated airlines of the other Contracting Party, in the territory of the former Contracting Party.

2. (a) In certain areas which either Contracting Party may delimit within its territory and notifies their descriptions as well as any subsequent alterations therein, to the other Contracting Party ; the operation of the air services specified by the latter Contracting Party shall be subject to the approval of the competent military authorities.

(b) Each Contracting Party shall designate the points of entry into and exit from its territory as well as the routes to be followed therein by the specified air services of the other Contracting Party.

Article V

1. In the operation of the specified air services, each Contracting Party grants to the designated airlines of the other Contracting Party, subject to the provisions of Articles VI and VII, the right of putting down and taking on in the territory of one Contracting Party international traffic originating in or destined for the territory of the other Contracting Party or of a third country.

2. Paragraph (1) of this Article shall not be deemed to confer on the airlines of one Contracting Party the right 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, whatever the origin or the ultimate destination for such traffic.

Article VI

1. There shall be a fair and equal opportunity for the designated airlines of each Contracting Party to operate on the specified air routes between their respective territories.

2. The air services provided by the designated airlines of either Contracting Party shall retain as their primary objective the provision, at a reasonable load factor,

of capacity adequate to the current and reasonably anticipated traffic demands between the territory of the Contracting Party designating the airlines and the countries of ultimate destination of the traffic.

3. In the operation of the specified air services of either Contracting Party the combined capacity provided by the designated airlines of both Contracting Parties for each sector of the specified air routes, one end of which is in the territory of either Contracting Party, together with the capacity provided by the other air services on the sectors, shall be maintained in reasonable relationship to the requirements of the public for air transportation.

Article VII

In the operation of the specified air services the rights granted to the airlines designated by either Contracting Party shall not be exercised to the detriment or the disadvantage of any airline of the other Contracting Party, operating on all or part of the same route.

Article VIII

Fuel and lubricating oils taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party shall, subject to compliance in other respects with the customs regulations of the latter Contracting Party, be exempted from customs duties, inspection fees and similar charges imposed in the territory of the latter Contracting Party.

This treatment shall be in addition to that accorded under Article 24 of the Convention.

Article IX

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, rate schedules and all other similar relevant information concerning the operation of the specified air services and copies of all modifications of such time tables, rate schedules and information.

Article X

When, for the purpose of economy of onward carriage through traffic, aircraft of different capacity are used by a designated airline of one Contracting Party on different sections of a specified air route, with the point of change in the territory of the other Contracting Party, such change of aircraft should not be inconsistent with 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 await its arrival except in the case of *force majeure*.

This change of aircraft in the territory of either Contracting Party can only take place in respect of traffic proceeding beyond that territory and at the last airport of call therein.

Article XI

1. Rates shall be fixed at a reasonable level, due regard being paid to all relevant factors, including cost of economical operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the rates charged by the other scheduled air service operators on the route concerned or part thereof.

2. The rates to be charged by any of the airlines designated under this Agreement in respect of traffic on any of the specified air routes between the territories of the two Contracting Parties or between the territory of a third country and the territory of one of the Contracting Parties shall be fixed either ;

(a) in accordance with such rate resolutions as may be adopted by an international organisation of airlines, to which the designated airlines under this Agreement are members, and accepted for that purpose by the Contracting Parties ; or,

(b) by agreement between the airlines designated by both Contracting Parties to operate the agreed air services where these airlines are not members of the same international organisation of airlines, or where no resolution as referred to in 2 (a) above has been adopted ; provided that, if either Contracting Party has not designated an airline in respect of any of the specified air routes and rates for that route have not been fixed in accordance with paragraph 2 (a) above, the airlines designated by the other Contracting Party to operate on that route may fix the rates therefor.

3. Rates so fixed shall be submitted for approval to the aeronautical authorities of the Contracting Parties and shall become effective thirty days after their receipt by the said aeronautical authorities unless either authority has given notice of disapproval.

4. In the event that rates are not fixed in accordance with paragraph 2 above, or that the aeronautical authorities of either Contracting Party disapprove of the rates so fixed, 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 XVI. Pending the settlement of the dispute by agreement, or until

it is decided under Article XVI, the rates already established, or if no rates have been established, reasonable rates shall be charged by the airline concerned.

Article XII

This Agreement shall be registered with the Council of the International Civil Aviation Organisation.

Article XIII

In a spirit of close collaboration, the aeronautical authorities of the Contracting Parties will consult each other at the request of either authority for the purpose of ensuring the observance of the principles and the fulfilment of the provisions set up in this Agreement and will exchange such information as is necessary for that purpose.

Article XIV

If a general multilateral convention on traffic rights for scheduled international air services comes into force, to which both Contracting Parties adhere, the present Agreement shall be amended so as to confirm with the provisions of such convention.

Article XV

If either Contracting Party considers it desirable to modify the terms of the Annex to this Agreement it may request consultation between the aeronautical authorities of the two Contracting Parties, and in that event such consultation shall begin within a period of sixty days from the date of the request. Modifications agreed between these authorities will come into effect when they have been confirmed by an exchange of notes through diplomatic channels.

Article XVI

Without prejudice to Article XVII of this Agreement :

1. 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.
2. If the Contracting Parties fail to reach a settlement by negotiation within ninety days,

(a) 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,

(b) if they do not agree, or having agreed to refer the dispute to an arbitral tribunal, they cannot reach agreement as to its composition within thirty days, either Contracting Party may submit the dispute for decision to the Council of the International Civil Aviation Organization.

3. The Contracting Parties undertake to comply with any decision given under paragraph 2 of this Article.

4. If, and so long as either Contracting Party or a designated airline of either Contracting Party, fails to comply with a decision given under paragraph 2 of this Article, the other Contracting Party may limit, withhold or revoke any rights which it has granted by virtue of the present Agreement to the Contracting Party in default or to the designated airline of the Contracting Party in default.

Article XVII

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 Council of the International Civil Aviation Organization. If such notice is given, this Agreement shall terminate twelve months after the date of 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 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 Council of the International Civil Aviation Organization.

Article XVIII

1. For the purpose of this Agreement, the term "aeronautical authorities" shall mean in the case of the Pakistan Government, the Director General of Civil Aviation, or any person or body duly authorised to act on his behalf; and in the case of the Turkish Government, the Ministry of Communications and any person or body authorised to perform any functions presently exercised by the said Ministry.

2. The term "designated airlines" shall mean the air transport enterprises which the aeronautical authorities of one Contracting Party have notified in writing to the aeronautical authorities of the other Contracting Party as being the airlines designated by it for the operation of the specified air services.

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

Article XIX

This Agreement shall come into force as soon as both Contracting Parties have notified each other that their constitutional requirements have been fulfilled.

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

DONE at Karachi the 2nd day of November 1955, in the English and Turkish languages each of which shall be of equal authenticity.

For the Government of Pakistan

(Signed) M. H. ALI

Joint Secretary

Ministry of Defence

For the Republic of Turkey :

(Signed) S. R. ARBEL

Ambassador for Turkey

A N N E X

An airline designated by the Government of Pakistan shall be entitled to operate an air service in both directions on the route specified and to land for traffic purposes in Turkey at the point specified in this paragraph :

Karachi — points in Middle East and /or Egypt— Istanbul — points in Europe to London and beyond in both directions.

2. The airlines designated by the Government of Turkey shall be entitled to operate air services in both directions on each of the routes specified and to land for traffic purposes in Pakistan at the points specified in this paragraph :

(i) Istanbul or Ankara — Beirut — Baghdad — Karachi and points beyond in both directions.

(ii) Istanbul or Ankara — Damascus — Baghdad — Karachi and points beyond in both directions.

3. In case the designated airlines of either Contracting Party do not handle their own traffic in the territory of the other Contracting Party through their own office and by their own personnel, the latter may require them to assign such functions to an organisation approved by its aeronautical authorities and bearing its nationality.