

No. 4717

**PAKISTAN
and
AFGHANISTAN**

**Agreement (with annex) relating to air services. Signed
at Kabul, on 23 June 1957**

Official texts : English and Persian.

Registered by Pakistan on 23 March 1959.

**PAKISTAN
et
AFGHANISTAN**

**Accord (avec annexe) relatif aux services aériens. Signé à
Kaboul, le 23 juin 1957**

Textes officiels anglais et persan.

Enregistré par le Pakistan le 23 mars 1959.

No. 4717. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE ISLAMIC REPUBLIC OF PAKISTAN AND THE ROYAL GOVERNMENT OF AFGHANISTAN RELATING TO AIR SERVICES. SIGNED AT KABUL, ON 23 JUNE 1957

The Government of the Islamic Republic of Pakistan and the Royal Government of Afghanistan, hereinafter described as the Contracting Parties,

Being Contracting Parties to the Convention on International Civil Aviation² 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 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").

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 routes.

¹ Came into force on 12 October 1957 by the exchange of the instruments of ratification, in accordance with article XIV.

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 ; Vol. 51, p. 336 ; Vol. 139, p. 469 ; Vol. 178, p. 420 ; Vol. 199, p. 362 ; Vol. 252, p. 410, and Vol. 324.

³ United Nations, *Treaty Series*, Vol. 84, p. 389 ; Vol. 139, p. 469 ; Vol. 178, p. 419 ; Vol. 199, p. 363 ; Vol. 260, p. 462, and Vol. 324.

⁴ See p. 80 of this volume.

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 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.
- (D) The operation of the air services in the areas declared as prohibited areas by each Contracting Party shall be subject to the approval of the respective Contracting Party.
- (E) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall normally be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the Annex. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight over its own territory, certificates of competency and licences granted to its own nationals by another State.
- (F) The laws, regulations and instructions of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to the operation of such aircraft while within its territory shall apply to aircraft of the designated airline of the other Contracting Party.
- (G) The laws, regulations and instructions of each Contracting Party relating to the entry into, stay at or departure from its territory of passengers, crew or cargo or aircraft (such as regulations relating to entry, exit, immigration, passport, customs and quarantine) shall be applicable to the passengers, crew and senders of air cargo as well as to their representatives.

Article III

The airlines designated by each Contracting Party shall enjoy, while operating the specified air services, the rights :

- (i) to fly their aircraft across the territory of the other Contracting Party ;
- (ii) to make stops in the said territory for technical landing purposes ; and

- (iii) subject to the provisions of Article IV to make stops in the said territory at the points specified in the Annex to this Agreement for the purposes of setting down and picking up international traffic in passengers, cargo and mail.

Article IV

In order to maintain equilibrium between the capacity of the specified air services and the requirements of the public for air transport on the specified air routes and in order to maintain proper relationship between the specified air services and other services operating on the specified air routes or sections thereof, the Contracting Parties agree as follows :

(A) In the operation by the airlines of either Contracting Party of the specified air services the interests of the airlines of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same route.

(B) The air transport offered by the airlines of each Contracting Party on different sections of the specified air routes shall bear a close relationship to the needs of the public for air transport and to the traffic interests of the airlines concerned as defined in this Agreement.

(C) The services provided by a designated airline under this Agreement shall retain as their primary objective the general principle that capacity shall be related :

1. to the requirements of traffic between the country of origin of the air services and destinations on the specified air routes ;
2. to the air transport needs of the area through which the airline passes ; and
3. to the adequacy of other air transport services established by airlines of the States concerned between their respective territories.

Article V

(A) The aeronautical authorities of both Contracting Parties shall exchange information as promptly as possible concerning the current authorisations 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 authorisations 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, traffic schedules including any modification thereof, and all other relevant information concerning the operation of the specified air services including information about the capacity provided on each of the specified air routes and any further relevant and reasonable information as may be required to satisfy the Aeronautical Authorities of the other Contracting Party 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 cost 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 Contracting 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 both 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 settlement of any such disagreement, the rates already established shall prevail.

Article VII

Fuel, lubricants, stores 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 of the most favoured nation.

Article VIII

Each Contracting Party reserves the right to itself to withhold or revoke, or impose 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 the nationals of the other Contracting Party, or in case of failure by a designated airline of the other Contracting Party to comply with the laws and regulations of the former Contracting Party, or in case, in the judgement of the former Contracting Party there is a failure to comply with laws and regulations, such action shall be taken only after consultation between the Contracting Parties. 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 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 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 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

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

For the purpose of this Agreement :

(A) The terms "air service", "International Air Services", and "airline" have the meanings specified in the Convention.

(B) The term "territory" in relation to a Contracting Party means the land areas and territorial waters adjacent thereto under the sovereignty, suzerainty, protection or trusteeship of that Contracting Party.

(C) The term "Aeronautical Authorities" means, in the case of Pakistan, the Director General of Civil Aviation, and in the case of Afghanistan, the President, Afghan Air Authority and in both cases any person or body authorised to perform the functions presently exercised by the above mentioned authorities.

(D) The term "capacity" in relation to an aircraft means the pay load of that aircraft available on the route or section of a route.

(E) The term "capacity" in relation to a specified air service means the capacity of the aircraft used on such service, multiplied by the frequency operated by such aircraft over a given period and route or section of a route.

(F) The term "designated airline" means an airline or airlines designated by one Contracting Party to the Aeronautical Authorities of the other Contracting Party in accordance with Article II of this Agreement.

(G) The term "prohibited area" shall mean the area and the air space above that area over or through which any prohibition to the flying of aircraft of any description may be imposed by the Contracting Party concerned in terms of Article 9 of the Convention on International Civil Aviation.

Article XIV

(A) 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.

(B) This Agreement is subject to ratification by both Contracting States. The Instruments of Ratification shall become operative from the date such exchange takes place.

Article XV

Nothing in this Agreement or its Annex will affect in any way the political stand of the two countries or the political difference existing between them, and the Contracting Parties fully reserve their right with regard to these subjects.

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

DONE this twenty-third day of June 1957 in duplicate at Kabul in the Persian and the English languages, texts of which are equally valid.

For the Royal Government
of Afghanistan :

(Signed) Abdul Hay AZIZ

For the Government
of the Islamic Republic of Pakistan :

(Signed) S. N. BAKAR

ANNEX

(A) An airline designated by the Government of Pakistan shall be entitled to operate air services in both directions on each of the routes specified hereafter and to make scheduled landings for traffic purposes in Afghanistan at the points specified, subject to cabotage.

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points in Afghanistan</i>	<i>Points beyond</i>
1. Karachi	Kabul	Kandahar	Kandahar Kabul	Nil
2. Karachi	Kandahar	Nil	Nil	Nil
3. Lahore	Kandahar and beyond	Nil	Kandahar	Tehran and if desired beyond
4. Karachi	Kandahar and beyond	Nil	Kandahar	Tehran and if desired beyond
5. A point or points in Pakistan to a point or points in Afghanistan as mutually agreed between the Contracting Parties at a later date.				

(B) An airline designated by the Government of Afghanistan shall be entitled to operate air service in both directions on each of the routes specified hereafter and to make scheduled landings for traffic purposes in Pakistan on the points specified, subject to cabotage.

<i>From</i>	<i>To</i>	<i>Intermediate points</i>	<i>Points in Pakistan</i>	<i>Points beyond</i>
1. Kabul	Karachi	Kandahar	Karachi	Nil
2. Kandahar	Karachi	Nil	Nil	Nil
3. Kandahar	Lahore and beyond	Nil	Lahore	Delhi and if desired beyond
4. Kandahar	Karachi and beyond	Nil	Karachi	Bombay and if desired beyond
5. A point or points in Afghanistan to a point or points in Pakistan as mutually agreed between the Contracting Parties at a later date.				

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