

No. 5650

**INDIA
and
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement (with annexes) relating to air services. Signed
at New Delhi, on 2 June 1958**

Official texts: Hindi, Russian and English.

Registered by the International Civil Aviation Organization on 27 March 1961.

**INDE
et
UNION DES RÉPUBLIQUES SOCIALISTES
SOVIÉTIQUES**

**Accord (avec annexes) relatif aux services aériens. Signé
à New Delhi, le 2 juin 1958**

Textes officiels hindi, russe et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 27 mars 1961.

No. 5650. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO AIR SERVICES. SIGNED AT NEW DELHI, ON 2 JUNE 1958

The Government of India and the Government of the Union of Soviet Socialist Republics,

Desiring to conclude an Agreement for the purpose of establishing air services between their respective territories,

Have agreed as follows :

Article 1

Each Contracting Party grants to the other Contracting Party the right to operate air services specified in the Annex 1² to this Agreement (hereinafter referred to as the "specified air services") and to carry traffic to and from its territory as provided in this Agreement.

Article 2

The Government of India designate Air-India International Corporation (hereinafter referred to as "A.I.I.") and the Government of the Union of Soviet Socialist Republics designate the General Department of the Civil Air Fleet under the Council of Ministers of the U.S.S.R. (hereinafter referred to as "Aeroflot") to operate the specified air services.

Article 3

(A) In operating the specified air services :

- (a) A.I.I. is authorised to carry international traffic in passengers, cargo and mail to and from Tashkent and Moscow;
- (b) Aeroflot is authorised to carry international traffic in passengers, cargo and mail to and from Amritsar and Delhi;

¹ Came into force on 2 June 1958, upon signature, in accordance with article 19.

² See p. 44 of this volume.

- (c) A.I.I. and Aeroflot are not authorised to carry for hire or reward domestic traffic in passengers, cargo and mail in the aircraft operating the specified air services within the territory of either of the Contracting Parties.

(B) The routes to be followed by the aircraft within the territory of each Contracting Party and the corridors of overflight of the State boundary shall be established by the aeronautical authorities of each Contracting Party on its territory. The corridors so established shall be reasonably direct.

Article 4

(A) The commercial aspects of the specified air services shall be the subject of an agreement between A.I.I. and Aeroflot, which shall where necessary, be submitted for approval of the aeronautical authorities of the Contracting Parties.

(B) Such a commercial agreement shall cover *inter alia* the matters dealt with in Articles 5 and 6 of the present Agreement as well as other matters relating to commercial cooperation including but not limited to the technical maintenance of aircraft on the ground, pooling of revenues earned and other financial, accounting and traffic handling arrangements and also arrangements for the sale of space on aircraft and carriage of traffic to and from third countries between and beyond the territories of the two Contracting Parties.

(C) The commercial agreement shall also provide for the exchange of statistics relating to the traffic carried during each month by A.I.I. and Aeroflot respectively on their aircraft operating on the specified air services in the form mutually agreed, which shall also be provided, if so required to aeronautical authorities of the Contracting Parties.

Article 5

(A) The capacity provided by A.I.I. and Aeroflot on the specified air routes shall be closely related to the estimated requirements of air traffic between the territories of the two Parties. The frequency and scheduling of the services to be operated by each designated airline and the type of aircraft to be used shall be agreed between the designated airlines on the basis of complete equality and mutual benefit.

(B) Any dispute arising out of paragraph (A) of this Article shall be referred to the aeronautical authorities of the Contracting Parties.

Article 6

The tariffs to be charged for the carriage of passengers, baggage and cargo and the commercial practices, discounts, rebates, agency commission etc., to be applied to the sale of transportation on the specified air services shall be agreed between A.I.I. and Aeroflot and shall be subject to the approval of the aeronautical authorities of the Contracting Parties.

Article 7

Arrangements for the safe operation of the specified air services shall be made in accordance with Annex 2¹ to the present Agreement. The terms of this Annex 2 may be amended from time to time by agreement in writing between the aeronautical authorities of the Contracting Parties.

Article 8

(A) In respect of customs duties, inspection fees and similar charges on supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of A.I.I. in the territory of the U.S.S.R. and intended solely for use by or in such aircraft and remaining on board on departure from the last airport of call in the U.S.S.R., A.I.I. shall be accorded treatment not less favourable than that granted by the Government of India to Aeroflot in the territory of India.

(B) Aircraft of the designated airline of one Contracting Party on a flight to, from or in the territory of the other Contracting Party shall be admitted temporarily free of duty subject to its customs regulations.

(C) Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of one Contracting Party shall be exempt in the territory of the other Contracting Party from customs duties, inspection fees or similar duties or charges, even though such supplies be used 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. These goods, which are to be re-exported, shall be kept in bond, until re-exportation under customs supervision.

¹ See p. 44 of this volume.

Article 9

(A) The laws and regulations of each Contracting Party shall apply to the navigation and operation of the aircraft of the airline designated by the other Contracting Party during entry into, departure from, and flight over the territory of the first Contracting Party.

(B) The aeronautical authorities of each Contracting Party shall have the right to suspend the operation of the specified air services by the airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on that airline's operations, in any case where the airline fails to comply with the laws or regulations of the first Contracting Party or where that airline or the Contracting Party designating it fails to comply with the conditions prescribed in this Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringement of laws or regulations, this right shall be exercised only after consultation with the aeronautical authorities of the other Contracting Party.

(C) The laws and regulations of each Contracting Party relating to the arrival in or departure from its territory of passengers, crews or cargo of aircraft, and in particular regulations regarding passport, customs, currency and medical and quarantine formalities, shall be applicable to passengers, crews and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(D) Notwithstanding the provisions of paragraph (C) of this Article, visas for aircrew members and other staff shall be granted well in advance, with a validity of at least six months, to a total number of up to 100 persons for each airline. These visas shall be valid for any number of flights into and out of the territory of the other Contracting Party during the period of their validity.

(E) Crews employed on the specified air services may stay overnight at points of landing provided that they leave on the aircraft on which they arrived or on their next regularly scheduled flight. In this event, the crews of A.I.I. or Aeroflot aircraft will be allowed to move about freely in the cities in which the points of landing are located.

(F) Each Contracting Party shall supply to the other copies of the relevant laws and regulations referred to in this Article.

Article 10

Each Contracting Party may impose reasonable charges on the designated airline of the other Contracting Party for the use of the airport and air navigation facilities, including radio and meteorological services in its territory.

Article 11

(A) A.I.I. is authorised to remit to its head office or any branch office in sterling at the official rate of exchange at the day of payment the sums due to it in accordance with the accounting arrangements agreed between the airlines.

(B) Aeroflot is authorised to remit to its head office in sterling the sums due to it in accordance with the accounting arrangements agreed between the airlines.

(C) Such sums shall be freely remittable and not subject to any kind of taxation or any other restriction.

(D) Intending passengers shall be free, when buying tickets in either India or U.S.S.R. for the journey between Delhi/Amritsar and Tashkent/Moscow to fly by either A.I.I. or Aeroflot.

(E) Intending passengers, whatever their nationality, shall be free to buy tickets for the specified air services in Indian Rupees in India or in Roubles in U.S.S.R.

(F) The principles set out in paragraphs (D) and (E) of this Article shall apply also to cargo and baggage.

Article 12

(A) Every aircraft used on the specified air services shall—

(a) bear its appropriate nationality and registration marks, and

(b) carry the following documents :

(i) its certificate of registration;

(ii) its certificate of airworthiness;

(iii) the appropriate licences or certificates for each member of the crew;

(iv) the aircraft radio station licence;

(v) if it carries passengers, a list of their names and places of embarkation and destination;

(vi) if it carries cargo, a manifest and detailed declaration of the cargo.

(B) Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party shall be recognized as valid by the other Contracting Party.

Article 13

(A) In the event of a forced landing or other accident affecting an aircraft of the airline designated by one Contracting Party on the territory of the other Contracting Party, the aeronautical authorities of the Contracting Party on

whose territory the event has occurred shall without delay inform the aeronautical authorities of the other Contracting Party of the particulars and circumstances of the occurrence and give any assistance that may be necessary to the crew and passengers.

(B) If a forced landing or other accident results in the death of, or serious injury to, any person, or substantial damage to an aircraft, the aeronautical authorities of the Contracting Party on whose territory the event has occurred shall in addition :

- (a) ensure the protection of evidence and the safe custody of the aircraft and its contents, including mail, luggage and cargo;
- (b) grant immediate access to the aircraft to accredited representatives of the aeronautical authorities of the other Contracting Party and to the accredited representatives of the airline whose aircraft is involved;
- (c) conduct an inquiry into the circumstances of the occurrence;
- (d) grant the aeronautical authorities and airline of the other Contracting Party full facilities to be represented at the inquiry;
- (e) if so requested by the aeronautical authorities of the other Contracting Party, leave the aircraft and its contents undisturbed (so far as is reasonably practicable) pending their inspection by a representative of those authorities;
- (f) release the aircraft and its contents as soon as these are no longer necessary for the inquiry;
- (g) send to the aeronautical authorities of the other Contracting Party the report of the inquiry as soon as it is available.

Article 14

Each Contracting Party grants to the airline designated by the other Contracting Party the right to maintain in the territory of the first Contracting Party the number of technical and commercial staff required by the airline in connection with the operation of the specified air services.

The above stated staff as well as crews of the aircraft of the designated airlines of the Contracting Parties shall be nationals of these Contracting Parties.

Article 15

Each Contracting Party shall ensure the provision at a reasonable price or facilitate the import into its territory, of aviation fuel and oil of the grade, quality and specification required by the airline of the other Contracting Party.

Article 16

(A) With a view to ensuring the observance of the principles and implementation of the provisions set forth in this Agreement, the aeronautical authorities of the two Contracting Parties shall hold consultations between them, if so required by the aeronautical authorities of either Contracting Party. Such consultations shall begin within a period of sixty days from the date of the request.

(B) Any modification of this Agreement agreed to as a result of such consultations shall come into effect when it has been confirmed by an exchange of notes through the diplomatic channel.

Article 17

(A) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement, the Contracting Parties shall settle it by negotiation between themselves.

(B) If the Contracting Parties fail to settle the dispute by negotiations, then either Contracting Party may limit, with-hold or revoke any rights which it has granted by virtue of the present Agreement.

Article 18

For the purposes of this Agreement :

- (a) The term “air service” means any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo. The term “international air service” means an air service which passes through the air space over the territory of more than one State.
- (b) The term “aeronautical authorities” means in the case of India, the Director General of Civil Aviation, and in the case of the Union of Soviet Socialist Republics, the Chief of the General Department of the Civil Air Fleet under the Council of Ministers of the U.S.S.R. and in both cases any person or body authorised to perform the functions presently exercised by the above mentioned authorities.
- (c) The Annexes 1 and 2 to this Agreement shall be deemed to be part of the Agreement and all references to the “Agreement” shall include references to the Annexes, except where otherwise expressly provided.

Article 19

This Agreement shall come into force on the day it is signed and shall remain in force until six months after the receipt by one Contracting Party of a notice of intention to terminate it given by the other Contracting Party.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement.

DONE in duplicate at New Delhi this 2nd day of June, 1958 in the Hindi, Russian and English languages, all three texts being equally authentic.

For the Government
of India :

M. M. PHILIP

For the Government
of the Union of Soviet
Socialist Republics :

P. ZHIGAREV

ANNEX 1

(1) Air India International shall be entitled to operate air services in both directions on the route Delhi-Amritsar-Tashkent-Moscow.

(2) Aeroflot shall be entitled to operate air services in both directions on the route Moscow-Tashkent-Amritsar-Delhi.

(3) Any points on the specified air route may, at the option of the designated airline, be omitted on any or all flights.

ANNEX 2

General

1. The Contracting Parties undertake to take all necessary measures to ensure the safe and efficient operation of the specified air services. For this purpose each Contracting Party shall provide for the aircraft of the air line designated by the other Contracting Party all radio, lighting, technical, meteorological and other services necessary to operate the specified air services.

2. The information and assistance provided in accordance with the terms of this Annex by each Contracting Party shall be sufficient to meet the reasonable requirements of the airline designated by the other Contracting Party.

Provision of Information

3. The information to be provided by each Contracting Party shall include particulars of the main and alternate aerodromes to be used for the specified air services, the routes to be followed within the territory of that Contracting Party, the radio and other navigational aids available, and other Air Traffic Control facilities and procedures.

4. The information shall also include all relevant meteorological information to be provided both before and during flights on the specified air services. The

aeronautical authorities of the Contracting Parties shall notify each other of the codes to be used for the transmission of meteorological information, and shall agree appropriate meteorological forecast periods, taking into account the schedules established for the specified air services.

5. The aeronautical authorities of the Contracting Parties shall supply a continuous service for keeping up-to-date the information provided in accordance with paragraphs three and four of this Annex, and for providing immediate warning of any changes. This shall be done by means of a service of NOTAMS transmitted either by teleprinter, with later printed confirmation where applicable, or in print only, provided that sufficient advance notice can be given to the addressee. NOTAMS sent by teleprinter will be transmitted in the international NOTAM code.

6. The aeronautical authorities shall exchange as soon as possible all necessary information on the following subjects :

- (a) Routes to be followed by aircraft of the two countries on the specified air services, including compulsory reporting points, height restrictions, all available primary and secondary radio facilities, and any other relevant navigational information.
- (b) Air Traffic Control facilities and procedures, including full details of Air Traffic Control stations, flight plan requirements, requirements for en route position reports, separation standards, altimeter setting procedures, details of codes to be used, radio communication failure procedures; action required in the event of deviation from the prescribed route, and pre-departure procedure.
- (c) Instrument approach procedures, instrument approach charts and sufficient details of available landing aids to enable aircraft of the other country to make use of these aids.
- (d) Details of the main aerodromes to be used together with a sufficient number of alternate aerodromes to provide for safe landing on or near the prescribed routes. For each of these aerodromes the following information shall be provided :
 - (i) elevation of aerodrome above mean sea level, and if possible the elevation of the threshold of each runway;
 - (ii) the direction, dimensions, surface and bearing strength of each runway;
 - (iii) full details of obstructions in the take off and approach flight paths for each runway;
 - (iv) the width and bearing strength of taxiways;
 - (v) the height of runway and taxiway lights;
 - (vi) the marking of each runway (i.e., is the QDM painted at the beginning of each runway?);
 - (vii) the gradient of each runway;
 - (viii) details of any "STOPWAY" areas available;

- (ix) details of snow clearance;
 - (x) details of all approach, runway, threshold, taxiway and general aerodrome obstruction lighting available;
 - (xi) details of fire and rescue equipment available.
- (e) Particulars of the meteorological broadcasts, reports and forecasts which will be available for the specified air services, including the methods of distributing this information, and the meteorological codes to be used.
- (f) Details of fixed telecommunications which it is proposed to use or establish in connection with the specified air services.
- (g) Topographical maps overprinted to show the approved air routes and all Air Traffic Control and other navigational information related to the routes of the specified air services.
- (h) Details of search and rescue services and areas into which such services are divided for the purpose; details of rescue co-ordination centres; details of communication facilities available at each rescue co-ordination centre for immediate communication with the associated A.T.S. unit; direction finding and position fixing stations in the area; equipment available at each rescue unit for giving prompt assistance to the aircraft in distress, such as long range, medium range search aircraft, mobile ground vehicles, etc; procedures currently in force as to the action to be initiated by distress aircraft and by ground authorities, including the airline representatives in case of emergency and details of any special signals that are applicable.

Standards of safety and operating procedures

7. The aeronautical authorities shall exchange full information on the following subjects :

- (a) The technical standards with which their aircraft and ground radio equipments used by aircraft are bound under national regulations to comply.
- (b) The safety requirements laid down for aircraft operation, including in particular those concerned with aircraft performance and fuel reserves.

Fuel and refuelling equipment

8. The aeronautical authorities of the two Contracting Parties agree that they would provide such samples and facilitate such tests as might be necessary to ensure that suitable fuel for the aircraft to be used on the specified air services would be available at the airports to be used. Each aeronautical authority undertakes to facilitate the import into its country, if that should become necessary, both of the appropriate fuel and of any necessary refuelling equipment.

Flight Planning and Air Traffic Control Procedures

9. The crews of aircraft used on the specified air services by the airline designated by the Contracting Party shall be fully conversant with the Air Traffic Control procedures used by the aeronautical authorities of the other Contracting Party.

10. The aeronautical authorities of each Contracting Party shall supply before each flight to the crews of aircraft of the airline designated by the other Contracting Party both a written statement and supplementary verbal information about conditions on the route. This pre-flight information shall include information about the state of aerodromes and aids to navigation necessary for the execution of the flight, together with statements of the actual weather on the whole route and at the destination and forecasts of weather at the destination.

The aeronautical authorities of each Contracting Party shall exchange weather forecasts and hourly aeras, upper air information and storm warnings before and during flight between the main and alternate airports on the designated routes.

11. Before each flight, the commander of the aircraft shall submit a flight plan to be approved by the Air Traffic Controls authorities in the country from which the flight is starting. The flight shall be carried out in accordance with the approved plan. No change shall be made in the flight plan except with the permission of the appropriate Air Traffic Control authorities, except in cases of emergency requiring immediate action; in such cases the appropriate Air Traffic Control authorities shall be informed as soon as possible of the change in the flight plan.

12. The commander of the aircraft shall ensure the maintenance of a continuous watch on the radio frequencies of the appropriate Air Traffic Control authorities and a readiness to transmit immediately on the frequencies of those authorities.

13. Unless otherwise agreed between the aeronautical authorities of the Contracting Parties, communication between aircrafts and Air Traffic Control authorities shall be carried out by radio telephone. If communication by radio telephone is impossible, radio telegraphy may be employed using the international "Q" code provided that this is acceptable to the aeronautical authorities of the Contracting Party concerned.

Equipment of aircraft

14. The aircraft used on the specified air services by the airline designated by each Contracting Party shall be equipped to use one or more appropriate navigational and landing aids which are available in the territory of the other Contracting Party.

15. The aircraft used on the specified air services shall be fitted with the appropriate radio equipment both for communication and for navigational, approach and landing aids and be capable of using these facilities in any of the internationally accepted frequency bands for the appropriate facilities, namely communication, navigational, approach and landing aids.

International standards

16. As far as possible, for the purposes specified in this Annex, the standards, procedures and codes established or recommended by the International Civil Aviation Organisation (and where appropriate the World Meteorological Organisation) shall be adopted.

Telecommunication facilities

17. For the purpose of exchanging the information which is essential for the operation of the specified air services, including the transmission of NOTAMS, and for Air Traffic Control purposes, the aeronautical authorities of the Contracting Parties shall :

- (a) establish a direct 2-way radio circuit between Delhi or Bombay and Moscow/Tashkent. This circuit may also be used for the exchange of information between the airlines of the Contracting Parties with a view to ensuring the regular and satisfactory operation and commercial use of the specified air services.
- (b) If this is agreed to be necessary, establish a teleprinter connection between Delhi or Bombay and Moscow/Tashkent.

Preliminary flights

18. The airlines designated by the Contracting Parties shall each be entitled to operate two proving flights, or as many more as may be agreed between the aeronautical authorities of the Contracting Parties, in advance of the opening of regular scheduled services. Fare-paying passengers shall not be carried on these flights.

Charges for aerodrome facilities

19. Charges for aerodrome facilities in the territory of each Contracting Party shall be paid by the airline designated by the other Contracting Party in accordance with the scale of charges officially established by the first Contracting Party.

20. The aeronautical authorities of the two Contracting Parties agree that the charges for aerodrome facilities to be paid by A.I.I. at an airport in the U.S.S.R. would be no more than the equivalent in roubles at the official rate of exchange of the charge for which the aircraft concerned is liable at an airport in India.

Unforeseen interruption of services

21. The aeronautical authorities of the two Contracting Parties agree that, if as a result of action by a third country the services of the airline designated by one of the Contracting Parties had to be suspended, then the question of the future operation of the specified air services would be discussed between the aeronautical authorities of the Contracting Parties.