

**No. 7297**

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**PAKISTAN  
and  
UNION OF SOVIET SOCIALIST REPUBLICS**

**Agreement (with annex) relating to air services. Signed at  
Karachi, on 7 October 1963**

*Official texts: English and Russian.*

*Registered by the International Civil Aviation Organization on 8 June 1964.*

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**PAKISTAN  
et  
UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES**

**Accord (avec annexe) relatif aux services aériens. Signé à  
Karachi, le 7 octobre 1963**

*Textes officiels anglais et russe.*

*Enregistré par l'Organisation de l'aviation civile internationale le 8 juin 1964.*

No. 7297. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS RELATING TO AIR SERVICES. SIGNED AT KARACHI, ON 7 OCTOBER 1963

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The Government of Pakistan and the Government of the Union of Soviet Socialist Republics, hereinafter described as the Contracting Parties, desiring to conclude an agreement for the purpose of establishing air services between their respective territories and beyond;

Have agreed as follows :

*Article 1*

For the purpose of this Agreement, unless the context otherwise requires :

1. " Aeronautical Authorities " means, in the case of Pakistan, the Director-General of Civil Aviation and any person or body authorized to perform any functions presently exercised by the said Director-General, and, in the case of the Government 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 any person or body authorized to perform any functions presently exercised by the said Chief of the General Department of the Civil Air Fleet under the Council of Ministers of the U.S.S.R.

2. " Territory " shall have the meaning as defined in the 3rd Edition of I.C.A.O. document DOC 7300/3 of 1963 named Convention on International Civil Aviation and shall remain so unless any change effected therein at a later date is accepted by Pakistan.

3. " Air Service " means any scheduled air service performed by the aircraft for the public transport of passengers, mail or cargo.

4. " International Air Service " means an air service which passes through the air space over the territory of more than one State.

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<sup>1</sup> Came into force on 7 October 1963, upon signature, in accordance with article 22 (2).

5. "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, cargo or mail.

6. "Designated Airline" means, in the case of Pakistan, "Pakistan International Airlines Corporation" (P.I.A.) and, in the case of U.S.S.R., the "General Department of the Civil Air Fleet under the Council of Ministers of the U.S.S.R." (Aeroflot).

7. "Capacity" in relation to an aircraft means the payload of that aircraft available on a route or section of a route; and "Capacity" in relation to "an agreed 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 the route.

### *Article 2*

Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing the air services to be operated by virtue of the said Agreement on the routes specified in the appropriate section of the Annex thereto (hereinafter called "the agreed services" and the "specified routes" respectively).

### *Article 3*

The airline designated by each Contracting Party shall enjoy, while operating the agreed services, the rights :

1. to make stops in the said territory for non-traffic purposes as specified under Article 18, para. (1),
2. subject to the provisions of Article 6, 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 4*

(1) The Government of Pakistan designate Pakistan International Airlines Corporation (hereinafter referred to as PIA), 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 agreed services.

(2) Operation of the agreed services will commence not before 30 days from the day notice of such intention is given by the Aeronautical Authorities of one Contracting Party to the Aeronautical Authorities of the other Contracting Party.

#### *Article 5*

Each Contracting Party reserves the right to suspend or revoke the rights specified in Article 3 of this Agreement where it is not satisfied that substantial ownership and effective control of the Airline designated by the other Contracting Party is vested in the nationals of that Contracting Party, or in the case where the designated airline of the other Contracting Party fails to comply with the laws and regulations of the Contracting Party granting rights or otherwise fails to operate in accordance with the conditions prescribed in this Agreement provided that, unless immediate suspension is considered necessary in the interest of safety, this authority shall be exercised only after consultation with the other Contracting Party.

#### *Article 6*

(1) There shall be fair and equal opportunity for the designated airline of each Contracting Party to operate the agreed services.

(2) The air services to be operated initially and their capacity shall be agreed between the Aeronautical Authorities of the two Contracting Parties in the first instance, and any changes thereafter shall be effected by mutual agreement of these Authorities.

(3) The primary objective in the operation of the agreed services shall be to provide capacity for the demands of direct traffic between the two Contracting Parties. The designated airline of one Contracting Party shall have the right to pick up and set down international traffic in passengers, mail and freight destined for third countries or coming from third countries at points in the territory of the other Contracting Party mentioned in the Annex, and this right shall be exercised in accordance with the general principles of orderly development of the air services and in such a manner that the carrying capacity shall be related to :

- (i) the requirements of traffic between the country of origin and the country of destination,
- (ii) the requirements of economic operation of the agreed services, and
- (iii) the requirements of traffic in the countries across which the agreed services will fly.

*Article 7*

The Aeronautical Authorities of one Contracting Party shall cause its designated airline to provide to the Aeronautical Authorities of the other Contracting Party copies of tariffs, schedules, including any modification thereof, and all other relevant information concerning the operation of the agreed services, including information about the capacity provided on each of the specified routes and any further 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.

*Article 8*

(1) The tariffs to be charged by the designated airline of each Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable level due regard being paid to all relevant factors including cost of operation, reasonable profit, and the tariffs of other airlines.

(2) The tariffs referred to in paragraph 1 of this Article shall be agreed upon by the designated airlines of both Contracting Parties, keeping in view the rates of tariffs of the other airlines operating over the whole or part of the route.

(3) The tariffs so agreed shall be submitted for the approval of the Aeronautical Authorities of the Contracting Parties at least thirty (30) days before the proposed date of their introduction; in special cases, this time limit may be reduced, subject to the agreement of the said Authorities.

(4) If the designated airlines cannot agree on any of these tariffs, or if for some reason a tariff cannot be fixed in accordance with the provisions of paragraph 2 of this Article, or if during the first 15 days of the 30 days' period referred to in paragraph 3 of this Article one designated airline gives the other designated airline notice of its dissatisfaction with any tariff agreed in accordance with the provisions of paragraph 2 of this Article, the Aeronautical Authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(5) If the Aeronautical Authorities cannot agree on the approval of any tariff submitted to them under paragraph 3 of this Article or on the determination of any tariff under paragraph 4, the dispute shall be referred to the Contracting Parties.

(6) Subject to the provisions of paragraph 3 of this Article, no tariff shall come into force if the Aeronautical Authorities of either Contracting Party have not approved it.

(7) The tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established in accordance with the provisions of this Article.

#### *Article 9*

(1) The commercial aspects of the agreed services shall be the subject of a separate agreement between PIA and Aeroflot, which shall, where necessary, be submitted for approval to the Aeronautical Authorities of the Contracting Parties.

(2) Such commercial agreement shall cover, *inter alia*, the matters dealt with in Articles 6 and 8 of the present Agreement, as well as other matters relating to commercial co-operation including the technical maintenance of aircraft on the ground, financial accounting and traffic handling arrangements and also arrangements for the sale of space on aircraft.

(3) The commercial agreement shall provide for the exchange of traffic statistics relating to the agreed services, which information shall also be provided to the Aeronautical Authorities of the Contracting Parties, if so required by them.

#### *Article 10*

(1) Aviation fuel, lubricants, spare parts and other material and equipment delivered or being delivered by the designated airline of one Contracting Party into the territory of the other Contracting Party exclusively for its operational needs shall be exempt from custom duties, taxes and other charges, and shall be kept in bond until re-exported under customs supervision.

(2) Aircraft operated on the agreed services, as well as stores of aviation fuel and lubricants, spare parts, equipment and provisions on board the aircraft of the designated airline of one Contracting Party shall be exempt from customs, inspection, and other duties and charges even when these materials will be used by such aircraft during flight over the territory of the other Contracting Party except in such cases where the afore-mentioned items are disposed of in the territory of that Contracting Party.

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

#### *Article 11*

(1) In a spirit of close collaboration, the Aeronautical Authorities of the two Contracting Parties will consult from time to time with a view to assuring the observance of the principles and the implementation of the provisions outlined in this Agreement.

(2) Either Contracting Party may, at any time, request consultation with the other Contracting Party with a view to initiating any amendments of this Agreement which it may deem desirable. Such consultation shall begin within a period of sixty days from the date of the request. Any amendments of this Agreement agreed to as a result of such consultation shall be approved by each Contracting Party in accordance with its constitutional procedures and shall enter into force on the date of exchange of diplomatic notes indicating such approval. If the amendment relates to the Annex or any understanding arrived at in respect of any matter connected with the Annex, the consultation shall be between the Aeronautical Authorities of both Contracting Parties. When these Authorities agree on a new or revised Annex, their recommendations on the matter will come into effect after they have been confirmed by exchange of diplomatic notes.

#### *Article 12*

Any dispute arising out of the interpretation or implementation of this Agreement and/or its Annex may be settled by means of direct negotiations, between the designated airlines themselves, failing which, the dispute may be settled by negotiations between the two Aeronautical Authorities. If the two Aeronautical Authorities also fail to reach an agreement, the matter shall be referred to the Contracting Parties for settlement.

#### *Article 13*

(1) Either Contracting Party grants to the designated airline of the other Contracting Party the right to maintain in the territory of the first Contracting Party the number of technical, operational and commercial staff, required by the airline in connection with the operation of the agreed services. The

Contracting Parties shall endeavour, on a reciprocal basis, to establish conditions which will enable the above-mentioned staff and their assistants to discharge their duties without let or hinderance.

(2) The representatives mentioned in this Article and the crew members of aircraft of the designated airline shall be citizens of either Contracting Party.

#### *Article 14*

(1) All accounts of the designated airline of each Contracting Party shall be settled in accordance with the procedure provided for in the Trade Agreement between the Government of the Islamic Republic of Pakistan and the Government of the Union of Soviet Socialist Republics, dated 27th June, 1956.

(2) The airline shall have the right to remit freely the sums which will be due to them in accordance with the above-mentioned Trade Agreement and to use these sums for buying goods or for payment of expenses in connection with their operational activities.

(3) Profits of the airline of one Contracting Party shall be free of taxes in the territory of the other Contracting Party.

#### *Article 15*

(1) The charges which one Contracting Party may impose, or permit to be imposed, on the designated airline of the other Contracting Party for the use of airports and other facilities shall be in accordance with the schedule of rates of the other Contracting Party.

(2) To provide for safety of flight on the agreed services, the Aeronautical Authorities of one Contracting Party shall grant to the aircraft of the designated airline of the other Contracting Party all necessary navigational, lighting, meteorological, communication and other facilities required for the safe operation of flights and shall convey to the Aeronautical Authorities of the other Contracting Party relevant data of all such services and information in regard to the main and alternate aerodromes where landings shall be effected, and in regard to the route or corridor to be followed within the limits of its territory.

(3) Matters pertaining to safety of flight and responsibility of the Contracting Parties in regard to the operation of the flights shall be agreed and confirmed by exchange of letters between the Aeronautical Authorities of the two Contracting Parties.



*Article 16*

(1) 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, crew and cargo arriving in or departing from the territory of that Contracting Party in aircraft of the airline designated by the other Contracting Party.

(2) Notwithstanding the provisions of paragraph (1) of this Article, visas for air crew 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 80 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.

(3) Crews employed on the specified air services may stay overnight at points of landing provided that they leave on the aircraft on which they arrive or on their next regularly scheduled flight. In this event, the crew shall be allowed freedom of movement in the cities in which the points of landing are located.

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

*Article 17*

(1) In case of a forced landing by or an accident to an aircraft of the designated airline of one Contracting Party within the territory of the other Contracting Party, the Party in whose territory the incident took place shall immediately notify the other Party and shall take necessary measures for the investigation of the causes of this accident, provide assistance to the crew members and passengers as required, and ensure the safety of the aircraft, mail, baggage and cargo on board.

(2) The Party conducting the investigation of the accident shall inform the other Party of the findings. The Contracting Party to whom the aircraft belongs shall have the right to appoint observers, who may be present at the investigation of the accident.

*Article 18*

(1) Aircraft of the designated airline of one Contracting Party, when operating into the territory of the other Contracting Party, shall conform to the laws and regulations of that Contracting Party governing points of entry

and exit and shall follow the route and corridor prescribed by that Party for flights through its territory.

(2) The aircraft of the designated airline of each Contracting Party shall bear its nationality and registration marks as prescribed for international navigation, and shall carry its certificate of registration, certificate of airworthiness, journey log book, radio station licence, a list of crew members, a list of passengers and a manifest of cargo and mails on board. The crew members shall each possess a valid licence and certificate of competency, issued or rendered valid by the Contracting Party to whom they belong.

(3) Each Contracting Party shall recognise the above-named documents issued or rendered valid by the other Contracting Party.

#### *Article 19*

Both Contracting Parties agree that the liability for the carriage of passengers, baggage and cargo on the agreed services shall be as provided in the Convention for the Unification of Certain Rules relating to International Carriage by Air signed on October 12, 1929,<sup>1</sup> at Warsaw, and as revised by the Hague Protocol of September 28, 1955.<sup>2</sup> The liability of the designated airline of one Contracting Party in respect of any damage caused by its aircraft to a third Party in the territory of the other Contracting Party shall be governed by the laws of the other Contracting Party.

#### *Article 20*

In the event of the conclusion of a Multilateral Convention or agreement concerning air transportation to which both the Contracting Parties adhere, this Agreement shall be modified to conform with the provisions of such Convention or Agreement.

#### *Article 21*

Each Contracting Party may, at any time, give notice to the other Contracting Party of its desire to terminate this Agreement. This Agreement shall terminate six months 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.

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<sup>1</sup> League of Nations, *Treaty Series*, Vol. CXXXVII, p. 11; for subsequent actions relating to this Convention, see references in General Indexes Nos. 6 to 9, as well as in Cumulative Index No. 3 of the United Nations *Treaty Series*.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 478, p. 371.

## Article 22

(1) 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.

(2) This Agreement comes into force on the day it is signed.

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

DONE this 7th day of October, 1963 in duplicate at Karachi in the English and Russian languages, both texts being equally authentic.

For the Government  
of Pakistan :

Hameeduddin AHMED

For the Government  
of the Union of Soviet  
Socialist Republics :

E. LOGINOV

## ANNEX

## SPECIFIED ROUTES OF AGREED SERVICES

(A) Route to be operated in both directions by the designated airline of Pakistan :

<i>From</i>	<i>To</i>	<i>Intermediate Points</i>	<i>Points Beyond</i>
A point in Pakistan	Moscow	Kabul or an Intermediate Point.	Four points in Europe including London.

(B) Route to be operated in both directions by the designated airline of the Union of Soviet Socialist Republics :

<i>From</i>	<i>To</i>	<i>Intermediate Points</i>	<i>Points Beyond</i>
1. Moscow/Tashkent	Karachi	Kabul or an Intermediate Point.	New Delhi
2. Moscow/Tashkent	Karachi	—do—	Colombo, Rangoon, Jakarta.

(C) A designated airline may, if it so desires, omit one or more of the points on the specified routes provided that the specified points in Pakistan and U.S.S.R. shall not be so omitted.