

No. 8863

**PAKISTAN
and
LEBANON**

**Agreement relating to scheduled air services (with annex).
Signed at Karachi, on 4 February 1964**

Official texts: Arabic and English.

Registered by the International Civil Aviation Organization on 18 December 1967.

**PAKISTAN
et
LIBAN**

**Accord relatif aux services aériens réguliers (avec annexe).
Signé à Karachi, le 4 février 1964**

Textes officiels arabe et anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 18 décembre 1967.

No. 8863. AGREEMENT¹ BETWEEN THE GOVERNMENT OF PAKISTAN AND THE GOVERNMENT OF THE REPUBLIC OF LEBANON RELATING TO SCHEDULED AIR SERVICES. SIGNED AT KARACHI, ON 4 FEBRUARY 1964

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

Being Contracting Parties to the Convention on International Civil Aviation signed at Chicago on the seventh day of December 1944,² the terms of which Convention are binding on both Parties,

And desiring to conclude an agreement for the operation of scheduled 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 scheduled air services specified in the Annex to this Agreement (hereinafter referred to as the "specified air services") and to carry traffic to, from and in transit over its territory as provided in the Agreement and its 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 or airlines (hereinafter referred to as a "designated airline or the designated airlines") for the specified air routes.
- (2) The Contracting Party which grants the rights shall have given the appropriate operating permission to the airline or airlines which it shall do with the least possible delay, provided that the airline or airlines have, if called upon, complied with the requirements of paragraph (B) of this Article.

¹ Came into force on 17 December 1965, the date of the exchange of the instruments of ratification of Rawalpindi, in accordance with article XV (B).

² United Nations, *Treaty Series*, Vol. 15, p. 295; for the texts of the Protocols amending this Convention, see Vol. 320, pp. 209 and 217; Vol. 418, p. 161, and Vol. 514, p. 209.

(B) The designated airline or airlines 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 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.

(D) Certificates of airworthiness, certificates of competency, qualifications and licences issued or rendered valid by one Contracting Party and still in force shall 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 recognize, for the purpose of flight over its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

(E) 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 or airlines of the other Contracting Party.

(F) 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, quarantine, etc.) shall be applicable to the passengers, crew and senders of air cargo as well as to their representatives.

Article III

The designated airline or airlines of 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 air services operating on the specified air routes, 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 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 or airlines 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 service and the country of destination on the specified air routes;
- (2) to the air transport needs of the area through which the airline passes; and
- (3) to the requirements of through airline operation.

Article V

(A) The Aeronautical Authorities of both Contracting Parties shall exchange information as promptly as possible concerning the current authorizations extended to their respective designated airlines to operate service to, through and from the territory of the other Contracting Party. This will include copies of current certificates and authorizations for service on the specified air routes, together with amendments, exemption orders and authorized 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.

(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 and from 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, together with 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 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 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 XII. Pending settlement of any disagreement, the rates already established shall prevail.

Article VII

In respect of customs duties, inspection fees and similar national duties or charges on supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of the designated airlines of one Contracting Party in the territory of the other Contracting Party and intended solely for use by or in such aircraft and remaining on board on departure from the last airport of call in that territory, the designated airlines of the first Contracting Party shall be accorded treatment not less favourable than that granted by the second Contracting Party to the airlines of the most favoured nation or to its national airlines engaged in international air services, provided that neither Contracting Party shall be obliged to grant to the designated airlines of the other Contracting Party, exemption or remission of customs duty, inspection fees or similar national duties or charges unless such other Contracting Party grants exemption or remission of such charges to the designated airlines of the first Contracting Party.

Article VIII

Each Contracting Party reserves the right to withhold, 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 airlines 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. 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 XII shall not be prejudiced.

Article IX

Either Contracting Party undertakes to offer assistance in its territory to aircraft in distress of the other Contracting Party, used for the exploitation of specified air services, in the same measure as if it were concerning its own aircraft operating similar international services.

Article X

(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) 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 an exchange of diplomatic notes.

Article XI

Either Contracting Party may, at any time, give notice to the other Contracting Party of its desire to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. 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 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 International Civil Aviation Organisation.

Article XII

(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 mutual agreement between them; or
- (ii) if they do not so agree or if, having agreed to refer the dispute to an arbitral tribunal or some other person or body, 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 Organisation, 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 XIII

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 XIV

For the purpose of this Agreement :

(A) The terms “ air service ”, “ International air services ”, and “ airline ” have the meanings specified in the Convention on International Civil Aviation.

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.

(B) The term “ Aeronautical Authorities ” means, in the case of the Government of Pakistan, the Director General of Civil Aviation, and in the case

of Lebanon, the Minister of Public Works and Transport, and in both cases, any person or body authorized to perform the functions presently exercised by the above mentioned authorities.

(C) The term “ capacity ” in relation to an aircraft means the payload of that aircraft available on a route or section of a route.

(D) 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.

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

(F) 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 accordance with the terms of Article 9 of the Convention on International Civil Aviation.

Article XV

(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 and shall come into force from the date of exchange of the instruments of ratification.

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

DONE in duplicate this fourth day of February, 1964 at Karachi in the Arabic and English Languages, both texts being equally authentic, except that, in case of doubt, the English text shall prevail.

For the Government
of Pakistan :
Khan A. SABUR KHAN

For the Government
of Lebanon :
Pierre GEMAYEL

ANNEX

SECTION I

Routes to be operated by the designated airline or airlines of Pakistan

1. Karachi—Teheran—Beirut—Rome—Geneva—Frankfurt—London—New York and/or Montreal and vice versa.

NOTE

The designated airline or airlines of Pakistan may, on any or all flights, omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at a point in Pakistan.

SECTION II

Routes to be operated by the designated airline or airlines of Lebanon

1. Beirut—Kuwait—Bahrein—Dhahran—Teheran—Kabul—Karachi—Bombay—New Delhi—Points beyond and vice versa.

NOTE

The designated airline or airlines of Lebanon may on any or all flights, omit calling at any of the above mentioned points, provided that the agreed services on these routes begin at a point in Lebanon.
