



सत्यमेव जयते

No. 2/2/2K-FT(WANA)

भारत सरकार

वाणिज्य एवं उद्योग मंत्रालय

वाणिज्य विभाग

नई दिल्ली-110011

GOVERNMENT OF INDIA

MINISTRY OF COMMERCE & INDUSTRY

DEPARTMENT OF COMMERCE

NEW DELHI Dated the 28<sup>th</sup> Sept., 2000

OFFICE MEMORANDUM

Subject: Signing of Air Services Agreement between  
India and Algeria

.....

The undersigned is directed to refer to the Ministry of Civil Aviation's O.M. No. AV. 12012/14/94-A dated the 14<sup>th</sup> September, 2000 on the above subject and to state that the Air Services Agreement between India and Algeria was actually signed on 25<sup>th</sup> June, 2000. The agreement was originally slated for signature on 26<sup>th</sup> June but had to be pre-poned to 25<sup>th</sup> June because our Minister had to pre-poned his departure due to announcement of strike by Air France staff on 26.6.2000. As the agreement was actually signed on 25<sup>th</sup> June, 2000, we feel that it will be appropriate if the date is indicated as the actual one. The Ministry of Civil Aviation is accordingly requested to correct the date of signature as 25<sup>th</sup> June, 2000 in the English version of the agreement. The original of the English version of the agreement is returned herewith. We are separately advising our Mission in Algiers to get the date corrected in the English version kept with them and also ensure the same date on the Hindi as well as Arabic versions of the agreement.

(P.K. Das)

Deputy Secretary to the Govt. of India

Tel. 3013624/Fax. 3014418

To

Ministry of Civil Aviation  
( Shri V.J. Menon, Under Secretary)  
'B' Block, Rajiv Gandhi Bhavan  
Safdarjung Airport  
New Delhi

2992000  
A



**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF INDIA**  
**AND**  
**THE GOVERNMENT OF THE DEMOCRATIC AND**  
**POPULAR REPUBLIC OF ALGERIA**  
**RELATING TO AIR SERVICES**

The Government of the Republic of India and the Government of the Democratic and Popular Republic of Algeria hereinafter called the Contracting Parties;

BEING Parties to the Convention on International Civil Aviation, opened for signature at Chicago on the seventh day of December, 1944;

DESIRING to promote their mutual relations in the field of civil aviation and to conclude an agreement for the purpose of establishing and operating air services between and beyond their respective territories;

HAVE AGREED as follows :

**Article 1**  
**Definitions**

1. For the purpose of the present Agreement, unless the context otherwise requires :

- (a) the term "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the seventh day of December 1944, and includes any Annex adopted under Article 90 of that Convention and any amendment of the Annexes or the Convention under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for or have been adopted by both Contracting Parties;

*SA*

*[Signature]*



:: 2 ::

- (b) the terms "territory" in relation to a State has the meaning assigned to it in Articles 2 of the Convention;
- (c) the term "aeronautical authorities" means, in the case of India, the Director General of Civil Aviation, and in the case of Algeria, the Ministry of Transports - Directorate of Civil Aviation and Meteorology, and, in both cases, any person or body authorised to perform the functions currently exercised by the said authorities;
- (d) the term "designated airline" means an airline which has been designated and authorised by each Contracting Party in accordance with Article 3 of the present Agreement.
- (e) the terms "air service", "international air service", "airline" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 96 of the Convention.
- (f) the term "this Agreement" includes the Annex hereto and amendment to it or to this Agreement; and
- (g) the term "user charges" means a charge made to airlines by the competent authority or permitted by them to be made for the provision of airport property or facilities or of air navigation facilities, including related services and facilities for aircraft, their crews, passengers and cargo.

Article 2  
Grant of Rights

(1) Each Contracting Party grants to the other Contracting Party the rights provided for in this Agreement to enable its designated airline to establish and operate international air services on the routes specified in the Annex. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of this Agreement, the designated airline of each Contracting Party shall have the following rights :-

- (a) the right to fly across the territory of the other Contracting Party without landing;



:: 3 ::

(b) the right to land in the territory of the other Contracting Party for non-traffic purposes; and

(c) the right to land or make stops in the territory of the other Contracting Party for the purpose of taking on board and discharging international traffic in passengers, baggage, cargo and mail while operating an agreed service on the specified routes.

3. Subject to the provisions of Sub-Articles (3) and (4) of Article 3 of this Agreement, the airlines of each Contracting Party, other than those designated under Article 3 of this Agreement, shall also enjoy the rights specified in sub-paragraphs (a) and (b) of Sub-Article (2) of this Article.

4. Nothing in Sub-Article (2) of this Article shall be deemed to confer on the designated airline of one Contracting Party the right of taking on board in the territory of the other Contracting Party, passengers, baggage, cargo and mail destined for another point in the territory of that other Contracting Party.

### Article 3 Designation and Authorisation

1. Each Contracting Party shall have the right to designate in writing, through the diplomatic channel, to the other Contracting Party one or more airlines to operate the agreed services on the specified routes and to withdraw, substitute or alter, in writing, any designation of an airline.

2. The agreed services may begin at any time, in whole or in part, but not before -

(a) the Contracting Party to whom the rights have been granted shall have designated pursuant to Sub-Article (1) of this Article an airline for the specified route;

(b) the Contracting Party granting the rights shall have given, with the least possible delay and subject to the provisions of Article 4, the appropriate operating authorisation to the airline concerned;



:: 4 ::

- (c) a tariff established in accordance with the provisions of Article 10 is in force; and
- (d) a timetable has been filed in accordance with the provisions of Article 11 and has not been disapproved.

3. For the purpose of granting the appropriate operating authorisation provided for in Sub-Article (2) of this Article, the aeronautical authorities of one Contracting Party may require the designated airline of the other Contracting Party to satisfy it that the airline concerned is qualified to fulfil the conditions prescribed in terms of the laws and the regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse the grant of the operating authorisation referred to in Sub-Article (2) of this Article, or to impose such conditions as it may deem necessary on the exercise by a designated airline of the rights specified in Article 2(2) of this Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in its nationals. For the purpose of this Sub-Article, the expression "substantial ownership and effective control" means that in any case where the designated airline operates the agreed services by entering into any agreement (excluding financial lease agreements) with the airline of any other country or the Government or nationals of any other country, the Contracting Party designating the airline or its nationals shall not be deemed to have substantial ownership and effective control of the designated airline, unless the Contracting Party or its nationals, in addition to the ownership of the major part of the assets of the designated airline, have also -

- (i) effective control in the management of the designated airline; and
- (ii) ownership and effective control of the major part of the fleet of aircraft and equipment of the designated airline.



:: 5 ::

**Article 4**  
**Revocation and Limitation of Authorisation**

1. The aeronautical authorities of each Contracting Party shall, with respect to a designated airline of the other Contracting Party, have the right to withhold the authorisation referred to in Article 3, to revoke or suspend such authorisation or impose conditions thereon, temporarily or permanently, at any time -

- a) in the event of failure by such airline to comply with the laws and regulations normally applied by the aeronautical authorities of that Contracting Party in conformity with the Convention ;or
- b) in the event that the said Contracting Party is not satisfied that substantial ownership and effective control of such airline are vested in the Contracting Party designating the airline or in its nationals; or
- c) in the event that such airline fails to operate in accordance with the conditions prescribed in this Agreement.

2. Unless immediate action is essential to prevent further infringement of the laws and regulations referred to in paragraphs (a), (b) or (c) of Sub-Article (1) of this Article, the rights referred to in that Sub-Article shall be exercised only after consultations with the aeronautical authorities of the other Contracting Party, in accordance with Article 17.

**Article 5**  
**Application of Laws, Regulations and Procedures**

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory of aircraft engaged in international air navigation, or the operation and navigation of such aircraft while within its territory, shall be applied to aircraft of the designated airline of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, stay in and departure from its territory of passengers, baggages, crew and cargo including



:: 6 ::

mail, such as those regarding passports, customs, currency and health and quarantine, shall apply to passengers, baggages, crew, cargo and mail carried by the aircraft of the designated airline of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party shall give preference to its own or to any other airline over a designated airline of the other Contracting Party engaged in similar international air services in the application of its customs, immigration, quarantine and similar regulations.

4. Passengers, baggage, cargo and mail in direct transit across the territory of either Contracting Party and not leaving the area of the airport reserved for such purposes shall, except in respect of security measures, narcotics control or in special circumstances, be subject to no more than a simplified control. Baggages and cargo in direct transit shall be exempt from Customs duties and other similar taxes.

**Article 6**  
**Recognition of Certificates and Licences**

1. Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party, and still in force, shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes, provided that such certificates and licences are at least equal to or above the minimum standards which are established pursuant to the Convention.

2. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of operating the said agreed services over its own territory, certificates of competency and licences granted to its own nationals, or rendered valid, by the other Contracting Party.

**Article 7**  
**User Charges**

1. Neither Contracting Party shall impose or permit to be imposed on the designated airline of the other Contracting Party user charges higher than those imposed on their own airlines operating similar international air services.



:: 7 ::

2. Each Contracting Party shall encourage consultations on user charges between its competent charging authorities and airlines using the services and facilities provided by those charging authorities, where practicable, through those airlines representative organisations. Reasonable notice of any proposals for changes in user charges may be given to such users to enable them to express their views before changes are made.

**Article 8**  
**Customs Duties and other Charges**

1. Aircraft operated on international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants, and aircraft stores (including food, beverages, and tobacco) on board such aircraft shall be exempt from all customs duties, inspection fees and other similar charges on arriving in the territory of the other Contracting Party, provided such equipment and supplies remain on board the aircraft up to such time as they are re-exported.

2. The following shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed :

- (a) fuel and lubricants destined to supply outbound aircraft operated on international services by the designated airline of the other Contracting Party, even when these supplies are to be used on the part of the journey performed over the territory of the Contracting Party in which they are taken on board.
- (b) aircraft stores taken on board in the territory of the Contracting Parties within limits fixed by the authorities of the said Contracting Party, and for use on board outbound aircraft engaged in an international service of the other Contracting Party.
- (c) spare parts introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international services by the designated airline of the other Contracting Party.

A small, handwritten mark or signature in the bottom left corner of the page.

A larger, handwritten signature in the bottom right corner of the page.





:: 8 ::

3. The regular equipment on board, supplies of fuel and lubricants, aircraft stores as well as spare parts on board such aircraft operating international services by the designated airline of each Contracting Party, shall not be discharged in the territory of the other Contracting Party without permission of the customs authorities of that Contracting Party. In this case, they will be kept under customs supervision until such time as they are re-exported, or subject to a customs declaration, although remaining property of the designated airline.

4. The equipment, stores and other materials generally being exempted from customs duties or charges, in accordance with above mentioned Sub-Articles, while in the territory of the other Contracting Party, shall not be disposed off without authorisation of the customs authorities of that contracting Party.

#### Article 9

#### Principles Governing the Operation of the Agreed Services

1. There shall be fair and equal opportunity for the designated airlines of both Contracting Parties to operate the agreed services on the specified routes between their respective territories.

2. In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the designated airline of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

3. The agreed services provided by the designated airlines of the Contracting Parties shall bear close relationship to the requirements of the public for transportation on the specified routes and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, baggage, cargo and mail between the territories of the Contracting Parties.

4. Any provision for the carriage of passengers, baggage, cargo and mail both taken up and discharged at points on the specified routes in the territories of third States, shall be made in accordance with the general principles that capacity shall be related to :



:: 9 ::

- (a) traffic requirements to and from the territory of the Contracting Party which has designated the airline;
- (b) traffic requirements of the area through which the agreed services pass, after taking account of other transport services established by airlines of the States comprising the area; and
- (c) the requirements of through airline operation.

5. Based upon the principles enshrined in the preceding Sub-Articles of this Article, the capacity to be provided on the agreed services shall be first discussed between the designated airlines of the two Contracting Parties. The levels of capacity so discussed shall be submitted to the respective aeronautical authorities for approval. The capacity shall become effective from the date it has been approved by both the aeronautical authorities and the services can commence thereafter.

6. The procedure outlined above shall also be followed for any subsequent increase in the capacity.

7. If the designated airlines fail to agree on the capacity as per Sub-Articles 5 and 6 above, the aeronautical authorities of the Contracting Parties shall endeavour to settle the problem.

#### Article 10 Tariffs

1. For the purpose of the following Sub-Articles, the term "tariff" means the price to be paid for the carriage of passengers and cargo and the conditions under which these prices apply, including prices and conditions for agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

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



:: 10 ::

3. The tariffs referred to in Sub-Article (2) of this Article shall, if possible, be agreed to by the relevant designated airlines of the Contracting Parties and such agreement shall, whenever possible, be reached by the use of the procedures of the International Air Transport Association for the determination of tariffs, or by the use of such other procedures for the establishment of tariffs as may be agreed by both Contracting Parties.

4. The tariffs so agreed shall be submitted for the approval of the aeronautical authorities of both Contracting Parties at least ninety (90) days before the proposed date of their introduction. In special cases, this period may be reduced, subject to the agreement of the said authorities.

5. The approval may be given expressly. If neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with Sub-Article (4) of this Article, those tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in Sub-Article (4), the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.

6. If a tariff cannot be agreed in accordance with Sub-Article (3) of this Article, or if, during the period applicable in accordance with Sub-Article (5) of this Article, the aeronautical authorities of one Contracting Party give the aeronautical authorities of the other Contracting Party notice of disapproval of a tariff agreed in accordance with the provisions of sub-Article (3) of this Article, the aeronautical authorities of the two Contracting Parties shall endeavour to establish the tariff by mutual agreement.

7. If the aeronautical authorities cannot agree on any tariff submitted to them under sub-Article (4) of this Article, or on the establishment of any tariff under Sub-Article (6) of this Article, the dispute shall be settled in accordance with the provisions of Article 16 of this Agreement.

8. A tariff established in accordance with the provisions of this Article shall remain in force until a new tariff has been established. Nevertheless, the use of an existing tariff shall not be prolonged by virtue of this Sub-Article for more than twelve (12) months after the date on which it otherwise would have expired.



:: 11 ::

**Article 11**  
**Timetable**

1. The designated airline of each Contracting Party shall submit to the aeronautical authorities of the other contracting Party for approval, at least thirty (30) days in advance, the timetable of its intended services, specifying the frequency, type of aircraft, configuration and number of seats to be made available to the public.

2. The procedure outlined in Sub-Article (1) above shall also apply to any change in the approved time-table of a designated airline.

3. If a designated airline wishes to operate flights supplementary to those covered in the approved timetables, it shall obtain the prior permission of the aeronautical authorities of the Contracting Party concerned.

4. The designated airline shall also furnish any other 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 12**  
**Provision of Information**

The aeronautical authorities of each Contracting Party shall provide or shall cause its designated airline to provide the aeronautical authorities of the other Contracting Party, upon request, such periodic or other statements of statistics as may be required for the purpose of reviewing the operation of the agreed services, including, but not limited to statements of statistics related to the traffic carried during each month by its designated airline between points in the territories of the other Contracting Party and other points on the specified routes. Such statistics shall be furnished as soon as possible after the end of each month but not later than 30 days following the month to which they relate.

**Article 13**  
**Transfer of Earnings**

1. Each Contracting Party shall grant to the designated airline of the other Contracting Party the right of free transfer of the excess of receipts over expenditure earned by



:: 12 ::

such designated airline in the territory of such Contracting Party in connection with the carriage of passengers, baggage, cargo and mail. Such transfers shall be effected in accordance with the respective applicable national laws and regulations governing current payments. These transfers shall be effected at the official rate of exchange and where there is no official exchange rate such transfers shall be effected at the prevailing foreign exchange market rate for current payments.

2. If the form of payment between the Contracting Parties is governed by a special Agreement, such an Agreement shall apply.

Article 14  
Airline's Representation

1. The designated airline of each Contracting Party shall be entitled, on the basis of reciprocity, to establish airline offices in the territory of the other Contracting Party and, subject to the laws and regulations relating to entry, employment and residence in the territory of that other Contracting Party, to introduce into and maintain in the territory such specialists in the technical, managerial and operational fields, as well as such other specialists as may reasonably be required for the provision of the agreed services.

2. Subject to the laws and regulations prevailing in each country, and based on the principle of reciprocity, each Contracting Party grants to the designated airline of the other Contracting Party the right to engage in the sale of air transportation in its territory.

Article 15  
Aviation Security

1. Consistent with their rights and obligations under international law, the Contracting Parties reaffirm that their obligation to each other to protect the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement. Without limiting the generality of their rights and obligations under international law, the Contracting Parties shall, in particular, act in conformity with the provisions of the Convention on Offences and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September, 1963, the



:: 13 ::

Convention for the suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16th December, 1970, and the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971, the Protocol for Suppression of Unlawful Acts of Violence at Airports Serving International Civil Aviation, signed at Montreal on 24 February 1988.

2. The Contracting Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of civil aircraft, and other unlawful acts against the safety of such aircraft, their passengers and crew, airports and air navigation facilities, and any other threat to the security of civil aviation.

3. The Parties shall, in their mutual relations, act in conformity with the aviation security provisions established by the International Civil Aviation Organisation and designated as annexes to the Convention on International Civil Aviation, to the extent that such security provisions are applicable to the Parties. They shall require that operators of aircraft of their registry or operators of aircraft who have their principal place of business or permanent residence in their territory and the operators of airports in their territory act in conformity with such aviation security provisions.

4. Each Contracting Party agrees that such operators of aircraft may be required to observe the aviation security provisions referred to in Sub-Article(3) above required by the other Contracting Party for entry into, departure from, or while within, the territory of that other Contracting Party. Each Contracting Party shall ensure that adequate measures are effectively applied within its territory to protect the aircraft and to inspect passengers, crew, carry-on items, baggage, cargo and aircraft stores prior to and during boarding or loading. Each Contracting Party shall also give a sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.

5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful act against the safety of such aircraft, their passengers and crew, airports or air navigation facilities occurs, the Contracting Parties shall assist each other by facilitating communications and other appropriate measures intended to terminate rapidly and safely such incident or threat thereof.



:: 14 ::

6. Each Contracting Party shall take measures, as it may find practicable, to ensure that an aircraft subjected to an act of unlawful seizure or other acts of unlawful interference which has landed in its territory is detained on the ground unless its departure is necessitated by the overriding duty to protect human life. Wherever practicable, such measures shall be taken on the basis of mutual consultations.

**Article 16**  
**Settlement of Disputes**

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of this Agreement, the Contracting Parties shall in the first place endeavour to settle such dispute by negotiation.

2. If the Contracting Parties fail to reach a settlement by negotiation, they may agree to refer the dispute to some competent person or body for mediation.

3. . (a) If settlement is not reached in accordance with Sub-Articles 1 or 2 of this Article the dispute shall, at the request of either Contracting Party be submitted for decision to a tribunal of three arbitrators.

(b) Each Contracting Party shall appoint one arbitrator and the third arbitrator, to be jointly appointed by the two arbitrators so appointed, shall act as President of the tribunal.

(c) Each Contracting Party shall appoint its arbitrator within a period of sixty (60) days from the date or receipt of a notice by either Contracting Party from the other, through diplomatic channels, requesting arbitration of the dispute by such a tribunal, and the third arbitrator shall be appointed within a further period of sixty (60) days commencing on the day immediately following the last calendar day of the period allowed for the appointment of the first two arbitrators.



:: 15 ::

(d) If either Contracting Party fails to appoint an arbitrator within the period specified, or if the third arbitrator is not appointed within the period specified, the President of the Council of the International Civil Aviation Organisation may be requested by either contracting Party to appoint an arbitrator or arbitrators, as the case may require. In such case, the arbitrator or arbitrators appointed by the said President shall not be nationals or permanent residents of the States party to this Agreement. In the event that the President of the Council is a national of either Contracting Party, one of the Vice-Presidents of the Council who is a national of a third State shall be requested to appoint the said arbitrator or arbitrators.

4. The Contracting Parties shall comply with any provisional decision of the said tribunal during the sitting and shall comply with the final decision reached by the said tribunal.

5. If, and so long as, either Contracting Party fails to comply with a decision reached by the arbitral tribunal, the other Contracting Party may limit, withhold or revoke any rights or privileges which it has granted by virtue of the present Agreement to the Contracting Party in default.

6. Each Contracting Party will be responsible for the cost of its arbitrator and half of the cost of the President of the tribunal.

#### Article 17 Consultation

1. In a spirit of close co-operation, the Contracting Parties or the aeronautical authorities of the Contracting Parties may at any time request consultations on the implementation, interpretation or application of this Agreement. Such consultations may be through discussion or by correspondence and shall begin within a period of sixty (60) days from the date of receipt of the request, unless both Contracting Parties agree to an extension of this period.

A handwritten signature in the bottom left corner of the page.

A handwritten signature in the bottom right corner of the page.





:: 16 ::

**Article 18**  
**Amendment of Agreement**  
**and Applicability of Multilateral Air Convention**

1. If either of the Contracting Parties considers it desirable to amend this Agreement, it may request consultation with the other Contracting Party. Such consultation shall begin within a period of sixty (60) days of the date of the request. Any amendments so agreed between the Contracting Parties, shall enter into force when confirmed by an exchange of diplomatic notes.

2. Notwithstanding the provisions of Sub-Article 1 of this Article, amendments to the Annex to this Agreement may be agreed to directly between the aeronautical authorities of the Contracting Parties. Such amendments shall come into force on the date mutually agreed between the said aeronautical authorities and confirmed by an exchange of notes.

3. This Agreement shall, mutatis mutandis, be deemed to have been amended by those provisions of any international Convention or multilateral agreement affecting air transport which are binding on both Contracting Parties.

**Article 19**  
**Registration of Agreement and Amendments**

This Agreement and any subsequent amendments thereto shall be submitted by the Contracting Parties to the International Civil Aviation Organisation for registration.

**Article 20**  
**Termination of Agreement**

1. Either Contracting Party may at any time from the entry into force of this Agreement give notice in writing through the diplomatic channel to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be communicated simultaneously to the International Civil Aviation Organisation (ICAO). The Agreement shall terminate one (1) year 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.



2. In default of acknowledgment of receipt of a notice of termination by the other Contracting Party, the notice shall be deemed to have been received by that other Contracting Party fourteen (14) days after the date on which ICAO acknowledged receipt thereof unless the notice to terminate is withdrawn by agreement before the expiry of this period.

Article 21  
Entry into Force

The present Agreement shall come into force on the date on which both Governments have given written notification to each other that their respective constitutional requirements for entry into force have been fulfilled.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed the present Agreement.

Done at... *Algiers* .....this..... *26th* .....day of... *June, 2000* .....in two originals each in Hindi, English and Arabic languages, all the texts being equally authentic. In case there is a divergence in interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF  
REPUBLIC OF INDIA

Omar ABDULAH  
Minister of <sup>State for</sup> Commerce  
and Industry

FOR THE GOVERNMENT OF THE  
DEMOCRATIC AND POPULAR  
REPUBLIC OF ALGERIA

Hamid LOUNAOUCI

Minister of Transport



:: 18 ::

ANNEX

(Route Schedule)

SECTION I

For the designated airline of the Republic of India

Points of origin	Intermediate Points	Points in Algeria	Points Beyond
(1)	(2)	(3)	(4)
Points in India	Three Points to be agreed	Algiers	two Points to be agreed.

SECTION II

For the designated airline of the Democratic and Popular Republic of Algeria

Points of Origin	Intermediate Points	Points in India	Points Beyond
(1)	(2)	(3)	(4)
Points in Algeria	Three points to be agreed	Either Delhi or Mumbai	Two points to be agreed

Notes :

1. Any point on the above routes may, at the option of the airline concerned, be omitted on any or all flights provided that every service begins or terminates in the territory of the country designating the airline.
2. Unless specifically agreed otherwise, intermediate and/or beyond points not specified in Section I and II may be served without exercising fifth freedom traffic rights.
3. The designated airlines of the Algeria shall choose one point out of Delhi or Mumbai for all its services at any point of time.

✓