



AIR TRANSPORT AGREEMENT

BETWEEN

THE GOVERNMENT OF INDIA

AND

THE GOVERNMENT OF THE RUSSIAN FEDERATION

The Government of India and the Government of the Russian Federation hereinafter referred to as the "Contracting Parties";

In consideration of the fact that India and the Russian Federation are Parties to 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 air services between and beyond their respective territories;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

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

(a) the term "Aeronautical Authorities" shall mean, in the case of India, the Director General of Civil Aviation and in the case of the Russian Federation, the Federal Aviation Authority of Russia or in both cases, any person or body authorised to perform the function presently exercised by the said authorities;

(b) "Convention" means the Convention on International Civil Aviation opened for signature at Chicago on the Seventh day of December 1944 and includes any annex and amendment thereto adopted under Article 90 of the Convention to the extent that such Annex and amendments thereto are applicable to the Contracting Parties and any amendment of the



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convention adopted under Article 94 of the Convention ratified by India and by the Russian Federation respectively.

(c) the term "designated airline" shall mean an airline which one Contracting Party has designated in writing to the other Contracting Party, and authorised by the latter in accordance with Article 3 of this agreement;

(d) the term "territory" in relation to a State shall mean land areas, territorial sea and internal waters and air space above them under the sovereignty of that State;

(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.

ARTICLE 2

GRANT OF RIGHTS

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing scheduled international air services on the routes specified in the Annex thereto. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of this Agreement, the airline(s) designated by each Contracting Party shall enjoy the following rights:

(a) to fly without landing across the territory of the other contracting party;

(b) to make stops in the territory of the other contracting party for non-traffic purposes;

(c) while operating an agreed service on a specified route, the airlines designated by each Contracting Party shall also enjoy the right to embark and disembark, in the territory of the other Contracting Party at the point(s) specified for that route in the Annex to this Agreement, international traffic in passengers, cargo and mail.



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3. Nothing in paragraph (2) of this Article shall be deemed to confer on the airline of one Contracting Party the privilege of taking on, in the territory of the other Contracting Party passengers, cargo and mail destined for another point in the territory of that other Contracting Party.

ARTICLE 3
DESIGNATION OF AIRLINES

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one or more airlines for the purpose of operating the agreed services on the specified routes.

2. On receipt of such designation, the other Contracting Party shall, subject to the provisions of paragraphs 3 and 4 of this Article grant to the airline(s) designated the appropriate operating authorization(s).

3. The Aeronautical Authorities of one Contracting Party may require an airline designated by the other Contracting Party to satisfy them that it is qualified to fulfil the conditions prescribed under the laws and 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 to grant the operating authorisations referred to in paragraph (2) of this Article or to impose such conditions as it may deem necessary on the exercise by the designated airline of the rights specified in Article 2, 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.

5. The airline so designated and authorised may begin to operate the agreed services at any time provided that the provisions of this Article and of Articles 11 and 13 have been complied with.



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ARTICLE 4
REVOCATION OR SUSPENSION OF OPERATING AUTHORISATION

1. Each Contracting Party reserves the right to itself to revoke or suspend the operating authorisation or impose such appropriate conditions as it may deem necessary:

(a) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party; or

(b) in the case of failure by that airline to comply with the laws or regulations of the Contracting Party granting these rights; or

(c) in case the airline otherwise fails to operate in accordance with the conditions prescribed under the present Agreement.

2. Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 1 of this Article is essential to prevent further infringement of laws or regulations, such rights shall be exercised only after consultations with Aeronautical Authorities of the other Contracting Party.

ARTICLE 5
USER CHARGES

The charges imposed in the territory of one Contracting Party for the use of airports and other aviation facilities by the aircraft of the designated airline(s) of the other Contracting Party shall not be higher than those paid by the aircraft of an airline of the first Contracting Party engaged in similar international air services.

ARTICLE 6
CUSTOMS CHARGES AND PROCEDURES

1. Aircraft operated on the agreed services by the designated airline(s) of one Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, aircraft stores (including food, beverages and tobacco) on



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board the aircraft shall be exempt from all customs duties, 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. There shall also be exempt from the same duties, fees and charges with the exception of charges corresponding to the services performed including storage and custom clearance:

(a) aircraft stores taken on board in the territory of one Contracting Party, within limits fixed by the authorities of the said Contracting Party, and for use on board the aircraft operated on the agreed services by the designated airline(s) of the other Contracting Party;

(b) spare parts introduced into the territory of one Contracting Party for the maintenance or repair of aircraft engaged in operation on agreed services by the designated airline(s) of the other Contracting Party;

(c) fuels and lubricants intended for use in the operation of the agreed services by aircraft of the designated airline(s) of one Contracting Party, even when these supplies are to be used on the part of the route performed within the territory of the other Contracting Party in which they are taken on board.

3. Regular airborne equipment, as well as the materials, supplies and spare parts retained on board the aircraft operated by a designated airline(s) of one Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of Customs Authorities of that Contracting Party.

4. Materials referred to in paragraph 2 and 3 above may be required by the custom authorities to be kept under their supervision control or supervision.

5. Neither Contracting Party shall be obliged to grant to the designated airline(s) of the other Contracting Party exemption or remission of customs duty, inspection fees or similar charges unless such other Contracting Party grants exemption or remission of such charges to the designated airline(s) of the first Contracting Party.



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6. Passengers, baggage and cargo in direct transit across the territory of one Contracting Party and not leaving the area of one airport reserved for such purpose shall only be subject to a simplified control. Baggage and cargo in direct transit shall be exempt from customs duties and other similar taxes.

ARTICLE 7
REPRESENTATION

1. The designated airline(s) of one Contracting Party shall be allowed on the basis of reciprocity, to maintain in the territory of the other Contracting Party their representatives and commercial, operational and technical staff as required in connection with the operation of the agreed services. However, number of citizens of the State of one Contracting Party to be stationed by its designated airlines in the territory of other Contracting Party shall be agreed between the Aeronautical Authorities of both Contracting Parties.

2. These staff requirements may, at the option of the designated airline, be satisfied by its own personnel or by using the services of another organisation, company or airline operating in the territory of the other Contracting Party, and authorised to perform such services in the territory of that Contracting Party.

3. The representatives and staff shall be subject to the laws and regulations in force of the other Contracting Party, and consistent with such laws and regulations, each Contracting Party shall, on the basis of reciprocity and with the minimum of delay, grant the necessary work permits, employment visas or other similar documents to the representatives and staff referred to in paragraph (1) of this Article.

4. Based on the principle of reciprocity, each Contracting Party grants to the designated airline(s) of the other Contracting Party the right to engage in the sale of air transportation in its territory directly and, at its discretion, through its agents. Each designated airline shall have the right to sell such transportation and any person shall be free to purchase such transportation in local currency and/or in any freely convertible currency.



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ARTICLE 8
APPLICABILITY OF NATIONAL LAWS AND REGULATIONS

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

ARTICLE 9
CAPACITY PROVISION

1. The designated airlines of the Contracting Parties shall have fair and equal opportunity to operate the agreed services on the specified routes between their respective territories.
2. In operating the agreed services, the designated airline(s) of one Contracting Party shall take into account the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the services which the latter provides on whole or any part of the same route.
3. Prior to the commencement of the agreed services, the capacity to be provided and the frequency of services to be operated shall be agreed between the Aeronautical Authorities of the two Contracting Parties in accordance with the principles laid down in paragraph (1) and (2) of this Article.
4. Any increase in the capacity to be provided and/or frequency of services to be operated by the designated airline(s) of either Contracting Party shall be based primarily on the estimated requirements of traffic between



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the territories of the Contracting Parties and shall be subject to agreement between the two Aeronautical Authorities. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.

ARTICLE 10
COMMERCIAL ASPECTS

1. The commercial aspects of the agreed air services shall be the subject of an agreement between the designated airlines of the two Contracting Parties which shall where necessary, be submitted for approval of the Aeronautical Authorities of the Contracting Parties.

2. Such a commercial agreement shall cover inter alia the matters relating to commercial cooperation including but not limited to 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.

3. For the purpose of providing the ground handling services for their aircraft, the designated airline(s) of each Contracting Party will enjoy the right to have agents in the territory of the other Contracting Party from amongst such agents which are authorized under the local laws/regulations to undertake such activity.

ARTICLE 11
TARIFFS

1. For the purpose of the following paragraphs, the term "tariff" means the prices 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.



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3. The tariffs referred to in paragraph (2) of this Article shall, if possible be agreed between the designated airlines of the two Contracting Parties and such agreement shall, wherever possible, be reached using the procedures of the International Air Transport Association.

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 above 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 paragraph (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 paragraph (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 paragraph (3) of this Article, or if, during the period applicable in accordance with paragraph (5) 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 paragraph (3), 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 paragraph (4) of this Article, or on the establishment of any tariff under paragraph (6), the dispute shall be settled in accordance with the provisions of Article 18 of this Agreement.

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



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ARTICLE 12
TRANSFER OF EARNINGS

1. Each Contracting Party shall grant to the designated airline(s) of the other Contracting Party the right to transfer freely the excess of receipts over expenditure earned by the said designated airline(s) in connection with the operation of the agreed services.

2. Such transfers shall be effected on the basis of the official exchange rate of currency payment or where there are no official exchange rates, at the prevailing foreign exchange market rates for currency payment.

ARTICLE 13
PROVISION OF OPERATING INFORMATION

The designated airline(s) of each Contracting Party shall communicate to the Aeronautical Authorities of the other Contracting Party, as far in advance as practicable, prior to the inauguration of the agreed services, the type of service, the type of aircraft to be used, the flight schedules, tariff schedules, and all other relevant information concerning the operation of the agreed services including such information as may be required to satisfy the Aeronautical Authorities that the requirements of this agreement are being duly observed. The requirements of this Article shall likewise apply to any changes concerning the agreed services.

ARTICLE 14
PROVISION OF STATISTICS

The designated airline(s) of each Contracting Party shall furnish to the Aeronautical Authorities of the other Contracting Party statistics relating to the traffic carried during each month on the agreed services to and from the territory of that other Contracting Party, showing the countries of origin and destination and the points of embarkation and disembarkation of passengers, baggage, cargo and mail. Such statistics shall be furnished as soon as possible after the end of each month.



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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 the present 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 14th September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16th December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23rd September 1971.

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 Contracting Parties shall act in conformity with the aviation security provisions and technical requirements, established by the International Civil Aviation Organisation and designated as Annexes to the Convention to the extent that such security provisions and requirements are applicable to the Contracting 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 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 and requirements referred to in paragraph (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 sympathetic consideration to any request from the other Contracting Party for reasonable special security measures to meet a particular threat.



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5. When an incident or threat of an incident of unlawful seizure of civil aircraft or other unlawful acts 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

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.

7. Any departure from the provisions of this Article may constitute grounds for application of Article 4 of this Agreement.

ARTICLE 16 **CONSULTATION**

From time to time there shall be consultations between the Aeronautical Authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfillment of the present Agreement.

ARTICLE 17 **MODIFICATION OF AGREEMENT**

If either of the Contracting Parties considers it desirable to modify the provisions of this Agreement and Annex thereto, it may request a consultation between the Aeronautical Authorities of both Contracting Parties in relation to the proposed modification. Such consultation shall begin within a period of sixty (60) days from the date of the request unless the Aeronautical Authorities of the Contracting Parties agree upon the prolongation of that period. Any modification so agreed shall come into effect when confirmed by an exchange of notes through diplomatic channels. The modifications of Annex may be made by an agreement between the Aeronautical Authorities of the Contracting Parties.



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ARTICLE 18
SETTLEMENT OF DISPUTES

If any dispute arises relating to the interpretation or application of this Agreement, the Aeronautical Authorities of the Contracting Parties shall endeavor to settle it by negotiations between themselves, failing which the dispute shall be referred to the Contracting Parties for settlement.

ARTICLE 19
ANNEX

The Annex attached to this Agreement shall be deemed to be a part of the Agreement and all references to the Agreement shall include reference to the Annex, except where otherwise expressly provided.

ARTICLE 20
REGISTRATION

The present Agreement and any subsequent amendments thereto shall be registered with the International Civil Aviation Organisation.

ARTICLE 21
TERMINATION

Either Contracting Party may at any time give written 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. If such notice is given, this Agreement shall terminate twelve months 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. 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.



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ARTICLE 22
ENTRY INTO FORCE

This agreement shall enter into force on the date of the last written notification through diplomatic channels confirming that the Contracting Parties have fulfilled their internal procedures necessary for the entry into force of this Agreement.

From the date of entry into force of this Agreement, the Agreement between the Government of India and the Government of the Union of Soviet Socialist Republics relating to Air Services (with Annexes) signed in New Delhi on 2nd June, 1958 shall stand terminated as between the Contracting Parties.

DONE at New Delhi this 21st day of December, 1998 in two originals each in Hindi, Russian and English languages, all texts being equally authentic. In case of any divergence of interpretation the English text shall be used.


FOR THE GOVERNMENT OF
INDIA


FOR THE GOVERNMENT OF THE
RUSSIAN FEDERATION



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ANNEX
TO THE AIR TRANSPORT AGREEMENT
BETWEEN
THE GOVERNMENT OF INDIA
AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION

1. Routes which shall be operated by the designated airline(s) of India in both directions:

Points in India	Intermediate points	Points in the Russian Federation	Points beyond
Any points in India	to be agreed	Moscow, St.Petersburg, a third point to be agreed	Points in Europe.

2. Routes which shall be operated by the designated airline(s) of the Russian Federation in both directions:

Points in the Russian Federation	Intermediate points	Points in India	Points beyond
Any points in the Russian Federation	to be agreed	Delhi, Calcutta, a third point to be agreed	Points in Asia.

Notes:

(a) The right of the designated airline of one Contracting Party to transport passengers, cargo and mail between points in the territory of the other Contracting Party and points in the territory of third country shall be subject to agreement between the Aeronautical Authorities of the Contracting Parties.

(b) Intermediate points and points beyond referred to in paragraphs (1) & (2) above may be omitted by the designated airline(s) at its discretion.



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(c) Intermediate and/or beyond points other than those specified in its Route Schedule may be served by the airline(s) of either Contracting Party but without exercising traffic rights between such points and the points in the territory of the other Contracting Party.

(d) The designated airlines of the Russian Federation shall be entitled to operate to Delhi and Calcutta on the same flight subject to no traffic rights being exercised between Delhi and Calcutta. Reciprocally the designated airlines of India shall be entitled to operate to Moscow and St. Petersburg on the same flight subject to no traffic rights being exercised between Moscow and St. Petersburg.

(e) Not more than one airline of each Contracting Party can be designated for scheduled services between any city pair on its route schedule.

(f) Flights along Transsiberian, Transpolar and Transeast Routes in the Russian airspace can be carried out based on respective agreements between the Aeronautical Authorities of the Contracting Parties only.

(g) Any types of co-operative marketing arrangements such as joint operation and code-sharing operations with the airlines of third countries are subject to special agreement between the Aeronautical Authorities of both countries.

(h) While considering matters related to charter flights of non-designated airlines on agreed routes between the Contracting Parties operated by their designated airlines, the Contracting Parties shall take into account the interest of the designated airlines so as not to affect unduly their opportunity to offer services on the above mentioned routes.