



AGREEMENT

BETWEEN

THE GOVERNMENT OF INDIA

AND

THE REPUBLIC OF SLOVENIA

RELATING TO SCHEDULED AIR SERVICES

The Government of India and the Government of the Republic of Slovenia, hereinafter referred to as 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 develop co-operation in the field of air transport, and desiring to establish the necessary basis for the operation of air services between their respective territories;

Have agreed as follows:

Article 1

DEFINITIONS

1. For the purpose of the present Agreement:
 - a) the term "the 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 convention under article 90 and 94 thereof, so far as those annexes and amendments are applicable for both contracting Parties;

- b) the term "aeronautical authorities" means in the case of the Republic of India, the Director General of Civil Aviation and in the case of the Republic of Slovenia, the Ministry of Transport and Communications, or in both cases, any person or body authorised to perform the functions presently assigned to the said authorities;
- c) the term "designated airline" means an airline which has been designated and authorised in accordance with Article 3 of the present Agreement for the operation of the agreed air services;
- d) the term "tariff" means the prices to be paid for the carriage of passengers, baggage and cargo and the conditions under which these prices apply, including commission charges and other additional remuneration for agency or sale of transportation documents but excluding remuneration and conditions for the carriage of mail;
- e) the term "territory" in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- f) 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;



2. The Annex forms an integral part of the present Agreement. All references to the Agreement shall include the Annex unless explicitly agreed otherwise.

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 operating air services on the routes specified in the schedules of the Annex. Such services and routes are hereinafter called "the agreed services" and "the specified routes" respectively.

2. Subject to the provisions of the present Agreement the airline(s) designated by each Contracting Party shall while operating international air services enjoy:

- (a) the right to fly across the territory of the other Contracting Party without landing;
- (b) the right to make stops in the territory of the other Contracting Party for non-traffic purposes;
- (c) the right to embark and disembark in the territory of the other Contracting Party, at the points specified in the Annex of the present Agreement, passengers, baggage, cargo and mail, separately or in combination, destined for or coming from points in the territory of the Contracting Party designated the airline;



(d) the right to embark and disembark in the territory of third countries at the points specified in the Annex of the present Agreement, passengers, baggage, cargo and mail, separately or in combination, destined for or coming from points in the territory of the other Contracting Party, specified in the Annex of the present Agreement.

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

4. Nothing in this Article shall be deemed to confer on the designated airline(s) of one Contracting Party the privilege of embarking, in the territory of the other Contracting Party, passengers, baggage, cargo and mail carried for remuneration or hire and destined for another point in the territory of that Contracting Party.

Article 3

DESIGNATION AND OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to designate to the other Contracting Party up to two airlines for the purpose of operating the agreed services on the specified routes and to withdraw or alter such designation. Such designation shall be effected by virtue of a written notification between the aeronautical authorities of both Contracting Parties.



2. The aeronautical authorities which have received the notification of designation shall, subject to the provisions of paragraph 3 and 4 of this Article, without delay grant to the designated airline(s) of the other Contracting Party the necessary operating authorization.

3. The aeronautical authorities of one Contracting Party may require an airline designated by the other Contracting Party to prove that it is qualified to fulfil the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the said authorities in conformity with the provisions of the Convention.

4. Each Contracting Party shall have the right to refuse to grant the operating authorization referred to in paragraph 2 of this Article, or to impose such conditions as it may deem necessary on the exercise of the rights specified in Article 2 of the present Agreement, whenever the said Contracting Party is not satisfied that the 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 paragraph, 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 agreement) with the airline of any other country or the Government or nationals of any other country, the Contracting Party designating the airlines 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. Having received the operating authorization provided for under paragraph 2 of this Article, the designated airline may at any time begin to operate the agreed services, provided that the airline complies with the applicable provisions of this Agreement.

Article 4

REVOCATION AND SUSPENSION OF OPERATING AUTHORIZATION

1. Each Contracting Party shall have the right to revoke or suspend an operating authorization for the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of such rights, if:

- a) the said airline can not prove that the substantial ownership and effective control are vested in the Contracting Party designating the airline or in its nationals; or
- b) the said airline fails to comply with the laws or regulations of the Contracting Party granting those rights; or
- c) the said airline fails to operate the agreed services in accordance with the conditions prescribed under the present Agreement.



2. Such right shall be exercised only after consultation with the other Contracting Party, unless immediate revocation, suspension or imposition of the conditions provided for under paragraph 1 of this Article is essential to prevent further infringements of laws and regulations.

Article 5

EXERCISE OF RIGHTS

1. The designated airlines shall enjoy fair and equal opportunities to operate the agreed services between the territories of the Contracting Parties.
2. The designated airline(s) of each Contracting Party shall take into consideration the interests of the designated airline(s) of the other Contracting Party so as not to affect unduly the agreed services of the latter airline.
3. The main objective of the agreed services shall be to provide capacity corresponding to the estimated air transport requirements of the travelling public between the territories of the Contracting Parties.
4. The right of each of the designated airlines to carry international traffic between the territory of the other Contracting Party and the territories of third countries shall be exercised in conformity with the general principles of normal development of air transport to which both Contracting Parties subscribe, and shall be subject to the condition that the capacity shall be adapted:



- (a) to traffic demand to and from the territory of the Contracting Party which has designated the airline;
- (b) to traffic demand of the areas through which the agreed service passes, local and regional services being taken into account;
- (c) to the requirements of an economical operation of the agreed services.

5. Based upon the principles enshrined in the preceding paragraphs, the capacity to be provided and the frequency of services to be operated by the designated airlines of each Contracting Party shall be agreed between the aeronautical authorities of the Contracting Parties. For this purpose, at the first instance, the designated airlines of both Contracting Parties shall meet to reach joint recommendations, if possible.

6. Any increase in the capacity to be provided shall be based primarily on the increased requirements of traffic between the territories of the Contracting Parties and shall at the first instance, be discussed between the designated airlines of both 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.

7. Neither Contracting Party shall unilaterally restrict the operations of the designated airline(s) of the other Contracting Party, except according to the terms of the present Agreement or by such uniform conditions as may be contemplated by the Convention.



Article 6

CUSTOMS DUTIES AND PROCEDURES

1. Aircraft operated on international air services by the designated airline(s) of either Contracting Party, as well as their regular equipment, supplies of fuels and lubricants and aircraft stores already on board, introduced into or taken on board such aircraft and intended solely for use by or in such aircraft shall, with respect to all customs duties, inspection fees and other similar charges be accorded in the territory of the other Contracting Party treatment no less favourable than that granted by the other Contracting Party to its own airline(s) operating scheduled international air services or to the airlines of the most favoured nation.

2. The same treatment shall be accorded to spare parts entered into the territory of either Contracting Party for the maintenance or repair of aircraft used on the international services by the designated airline(s) of the other Contracting Party.

3. 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.

4. The regular airborne equipment as well as the materials and supplies retained on board the aircraft of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of such territory.

5. Materials referred to in paragraphs 1, 2, and 4 of this Article may be required to be kept under Customs supervision or control.



Article 7

APPLICATION OF LAWS AND REGULATIONS

1. The laws and regulations of one Contracting Party governing entry into and departure from its territory or aircraft engaged in international air navigation, or flights of such aircraft within that territory, shall apply to the designated airline(s) of the other Contracting Party.

2. The laws and regulations of one Contracting Party governing entry into, sojourn in, and departure from its territory of passengers, crew, baggage, cargo or mail, such as formalities regarding entry, exit, emigration and immigration as well as customs, currency and sanitary measures, shall apply to passengers, crew, baggage cargo or mail carried by the aircraft of the designated airline(s) of the other Contracting Party while they are within the said territory.

3. Neither Contracting Party may grant any preference to its own airline over the designated airline(s) of the other Contracting Party in the application of the laws and regulations provided for in this Article.

4. Passengers in direct transit across the territory of either Contracting Party shall be subject to no more than a very simplified control. Baggage and cargo in direct transit shall be exempt from Customs duties and other similar taxes.

Article 8

RECOGNITION OF CERTIFICATES AND LICENCES

1. Certificates of airworthiness, certificates of competency and licences issued, or rendered valid, by one of the Contracting Parties shall, during the period of their validity, be recognized as valid by the other Contracting



Party, provided that the minimum standards established under the Convention are met.

2. Each Contracting Party, however, reserves the right, to refuse to recognize as valid for the purpose of flights over its own territory, certificates of competency and licences granted to, or rendered valid for, its own nationals by the other Contracting Party or by any other State.

Article 9

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 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at the Hague on 16 December 1970, the Convention for the Suppression of Unlawful Acts against the Safety of Civil Aviation, signed at Montreal on 23 September 1971 and its supplementary Protocol for the 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 Contracting 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 to the extent that such security provisions 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 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 paragraph 3 of this Article 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.

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.

Article 10

USER CHARGES

Each Contracting Party may impose or permit to be imposed on the designated airline(s) of the other Contracting Party just and reasonable user charges for the use of airport and air navigation facilities and services. These user charges shall be based on sound economic principles.

2. Such user charges levied by one Contracting Party on the designated airline(s) of the other Contracting Party shall not be higher than those which have to be paid by national aircraft operating on scheduled international services.

3. 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 organizations. 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 11

COMMERCIAL ACTIVITIES

1. The designated airline(s) of one Contracting Party shall be permitted to maintain adequate representations in the territory of the other Contracting Party. These representations may include commercial, operational and technical staff, which may consist of transferred or locally engaged personnel or the services of another Organisation, company or airline operating in the territory of the other Contracting Party, and authorized to perform such services in the territory of that Contracting Party.
2. For the commercial activities the principle of reciprocity shall apply. The representatives and staff shall be subject to the laws and regulations of the other Contracting Party, and consistent with such laws and regulations, such Contracting Party shall take all necessary steps to ensure that the representations of the airline(s) designated by the other Contracting Party may exercise their activities in an orderly manner.
3. In particular, each Contracting Party grants to the designated airline(s) of the other Contracting Party the right to engage in to he sale of air transportation in its territory directly and, at the airline's discretion, through its agents. Each airline shall have the right to sell such transportation, and any person shall be free to purchase such transportation, and any person shall be free to purchase such transportation in the currency of that territory or in freely convertible currencies of other countries in accordance with the foreign exchange regulations in force.



Article 12

Conversion and Transfer of Revenues

1. Each designated airline shall have the right to convert and remit to its country, in accordance with the foreign exchange regulations in force, receipts in excess if sums locally disbursed.
2. Such transfer shall be effected on the basis of the official exchange rate for currency payment, or where there are no official exchange rates, at to he prevailing foreign, exchange market rates for currency payment.
3. If payments between the Contracting Parties are regulated by a special agreement, this special agreement shall apply.

Article 13

TARIFFS

1. The tariffs to be applied by each designated airline in connection with any transportation to and 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, the characteristics of each service and the tariffs charged by other airlines.
2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be established by mutual agreement by the designated airlines of both Contracting Parties and after consultation with the other airlines operating over the whole or part of the same route. The designated Airline shall, whenever possible, reach such agreement through the rate fixing procedure established by the international body which formulates proposals in this matter.



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3. The tariffs so agreed shall be submitted for approval to the aeronautical authorities of the Contracting Parties at least sixty 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. If within thirty days after the submission of the tariffs neither of the aeronautical authorities notifies to the other aeronautical authorities its disapproval, these tariffs shall be considered approved.

4. If the designated airlines cannot agree, or if a tariff is not approved by the aeronautical authorities of one Contracting Party, the aeronautical authorities of both Contracting Parties shall endeavour to determine the tariff by mutual agreement. Such negotiations shall begin within thirty days from the date when it becomes obvious that the designated airlines cannot agree upon a tariff or the aeronautical authorities of one Contracting Party have notified to the aeronautical authorities of the other Contracting Party their disapproval of a tariff.

5. If the aeronautical authorities cannot reach an agreement pursuant to the paragraph 4 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

6. A tariff already established shall remain in force until a new tariff has been established in accordance with the provisions of this Article or Article 17 of the present Agreement but not longer than twelve months from the date on which it would otherwise have expired.

7. The aeronautical authorities of each Contracting Party shall exercise their best efforts to ensure that the



designated airlines conform to the agreed tariffs filed with the aeronautical authorities of the Contracting Parties.

Article 14

TIME TABLE SUBMISSION

1. Not later than sixty days prior to the beginning of the operation of the agreed services, the designated airline(s) shall submit the envisaged time-table for approval to the aeronautical authorities of the other Contracting Party. Similar information shall also be supplied at least 30 days in advance as and when any changes are to be introduced regarding operation of the agreed services.

2. For supplementary flights which a designated airline of one Contracting Party wishes to operate on the agreed services outside the approved time-table, it has to request prior permission from the aeronautical authorities of the other Contracting Party. Such request shall be submitted at least fourteen days before operating such flights.

3. The designated airlines 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 15

PROVISION OF STATISTICS

The aeronautical authorities of each Contracting Party shall provide or cause its designated airline(s) to provide 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 points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as soon as possible after the end of each month, but no later than 60 days following the month to which they relate.

Article 16

CONSULTATIONS

Either Contracting Party may at any time request consultations on the implementation, interpretation, application or amendment of the present Agreement. Such consultations, which may be between the aeronautical authorities and which may be through discussions or by correspondence, shall begin within a period of sixty days from the date the other Contracting Party receives the written request, unless otherwise agreed by the Contracting Parties.

Article 17

SETTLEMENT OF DISPUTES

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

**Article 18****MODIFICATIONS**

1. If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall enter into force on the date when the Contracting Parties have notified to each other the fulfilment of their constitutional procedures.

2. Modifications to the Annex of the present Agreement may be agreed directly between the aeronautical authorities of the Contracting Parties and shall enter into force on the date determined by them.

3. In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be modified so as to conform to the provisions of such convention.

Article 19**TERMINATION**

1. Each Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization.

2. 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.

3. In default of acknowledgement of receipt by the other contracting Party, the notice shall be deemed to have been received fourteen days after the date on which the International Civil Aviation Organization has received communication thereof.

Article 20

REGISTRATION WITH INTERNATIONAL CIVIL AVIATION ORGANIZATION

The present Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

Article 21

ENTRY INTO FORCE

The present Agreement shall enter into force on the date when the Contracting Parties have notified each other of the fulfillment of their Constitutional formalities in this regard.

On the date this Agreement enters into force, the provisions of the Air Transport Agreement between the Government of the Socialist Federal Republic of Yugoslavia and the Government of India, dated 31.10.1989 shall cease to be effective with regard to operation of air transport services between India and the Republic of Slovenia.



In witness whereof, the plenipotentiaries of the two Contracting Parties have signed the present Agreement.

Done at New Delhi.....this 16th day of February 2014, in two originals each in the Hindi, Slovenian and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Government of
India

For the Government of
Republic of Slovenia



ANNEX

ROUTE SCHEDULES

SCHEDULE I

Routes on which air services may be operated by the designated airline(s) of the Republic of Slovenia

Points of departure	Intermediate points	Points in India	Points beyond
Points in Slovenia	To be agreed	To be agreed	To be agreed

SCHEDULE II

Routes on which air services may be operated by the designated airline(s) of the Republic of India.

Points of departure	Intermediate points	Points in Slovenia	Points beyond
Points in India	To be agreed	To be agreed	To be agreed