

**AGREEMENT¹ BETWEEN THE GOVERNMENT OF
INDIA AND THE GOVERNMENT OF THE
ISLAMIC REPUBLIC OF PAKISTAN
RELATING TO RAIL
COMMUNICATION
Islamabad, 28 June 1976**

Pursuant to the objective of normalising relations between India and Pakistan as envisaged in para 3 of the Simla Agreement² and in terms of para 6 of the Joint Statement signed by the Foreign Secretaries of India and Pakistan at Islamabad on May 14, 1976 the Government of India and the Government of Pakistan, desiring to restore rail communications between the two countries

HAVE agreed as follows :

Article I

SCOPE

This Agreement relates to the resumption of India-Pakistan rail communications both in respect of goods and passenger traffic across the Attari-Wagah border. The traffic shall be resumed on a suitable date between July 17 and July 24, 1976. The actual date of introduction of train services during this stipulated period shall be decided by the Railway Administrations of both the countries through mutual consultation.

Article II

PASSENGER TRAFFIC

1. An Express train shall be introduced between Amritsar and Lahore.
2. The Express train will have two classes of accommodation—Upper Class (the present I Class on both the Railways) and Lower Class

1. Came into force on 28 June 1976.

2. IBTA Vol. 7 Doc. No. 463.

(the present II Class on the Indian Railways III Class on the Pakistan Railway).

3. This Express train shall cater to through international traffic only.
4. The coaches for the rake will be contributed by the two Governments on a 50:50 basis, the details of which have been mutually agreed upon. There shall be no hire charges and consequently no financial adjustment in respect of the scheduled block rake.
5. The primary maintenance of the rake of the Express train shall be at Amritsar and the secondary maintenance at Lahore.
6. Both the countries shall provide coaches in good condition. These coaches shall be fully equipped with all fittings and the revised nomenclature of the class shall be painted before the introduction of the service.
7. In case a coach belonging to one country goes under repair in the other country, the country in which the coach goes under repair shall provide a coach of similar type. The damaged coach shall normally be repaired within 24 hours, but within a period of three days in case of heavy repairs like wheel changing and attention to hot boxes. After repairs within the prescribed period, the original coach shall be restored to the rake.
8. The timings of the Express train shall be decided upon from time to time through mutual consultations between the two Railway Administrations as agents of their respective Governments.
9. The train shall be worked by Pakistan Railway Locomotives, Crews and Guards between Lahore and Attari, and by Indian Railway Locomotives, Crews and Guards between Amritsar and Attari.
10. Mechanical interchange and billing for damages/deficiencies shall be carried out at Attari for Up and Down Passenger Vehicles. Pakistan Railway Carriage and Wagon staff shall take over/make over the coaching vehicles at Attari.
11. On the Indian side, Customs, Immigration and Health checks shall be conducted at Attari railway station. On the Pakistan side these checks shall be conducted at Lahore railway station.
12. Each country shall collect passenger fare and luggage charges for the journey on its respective system upto the international border. The free luggage allowance for the passenger shall be fixed

through mutual discussions between the two Railway Administrations.

13. In case of a heavy rush of passengers, the booking railway may attach one extra coach which shall not be subject to any hire charges. The coach shall, however, be returned to the parent railway system by the next pairing train.

Article III

GOODS TRAFFIC

1. Goods traffic between India and Pakistan shall be interchanged at the border of the two countries. For the time being Attari station on the Indian side shall be the junction station for purpose of interchange.
2. Both the Railways shall work to a zero balance in the Wagon pool to start with. The position shall be reviewed three months after the date on which rail communication is resumed and the pool balance will be re-determined, if necessary.
3. "Standard Wagons" as mutually agreed upon shall be used for the interchange of goods traffic between India and Pakistan. In case any other type of goods stock is required for the movement of goods traffic between the two countries, the details thereof shall be worked out separately by the two Railway Administrations.
4. All goods traffic between India and Pakistan shall be freighted on Paid to Pay basis. Each country shall collect the freight charges upto the international border on its system.
5. Mechanical interchange of goods stock shall be carried out on a dual control system. The Indian Railways shall carry out mechanical examination of goods stock offered by Pakistan Railway at Wagah station and the Pakistan Railway shall carry out mechanical examination of goods stock offered by Indian Railways at Attari station.
6. The rules for the interchange of Rolling Stock between Indian Railways and Pakistan Railway have been mutually agreed upon.
7. Goods trains between Attari and Wagah/Lahore shall be worked by Pakistan Railway locomotives and staff. Goods trains between Attari and Amritsar shall be worked by Indian Railways locomotives and staff.

8. Goods traffic in "smalls" i.e. consignments less than a wagon load can be booked from any station on the Pakistan Railway to any station which is open for the booking of smalls on the Indian Railways.
9. Goods traffic in "smalls" from Pakistan Railway shall be sent in sealed wagons for Amritsar re-packing point only. They shall be cleared by the Indian Customs at Amritsar.
10. Goods traffic in "smalls" from India to Pakistan shall be booked to Lahore (Goods) only in sealed wagons for direct delivery. If an economic load can be obtained by clubbing consignments, Indian Railways may book such traffic in through sealed vans to the following six stations :
 1. Karachi City
 2. Hyderabad
 3. Multan City
 4. Lyallpur
 5. Rawalpindi
 6. Peshawar Cantt.
11. Extension of this facility to other stations in Pakistan reached via Lahore shall be reviewed by Pakistan Railway in due course.
12. Hire charges for the use of Goods stock, except the brake vans, shall be provisionally fixed at forty Indian rupees for a Broad Gauge 4-wheeler unit per day. This rate is subject to re-fixation from April 1, 1977 and subsequently after every two years by mutual agreement between the two Railway Administrations.
13. If the pool balance of a railway system exceeds the agreed target by 10%, the railway having excess wagons shall be liable to pay penalty charges. The penalty clause shall automatically come into force if the wagon balance of any country remains over 10% of the targetted wagon balance for a period of ten continuous days. In such a case, the penalty shall be applicable from the tenth day from the date on which the actual balance exceeded the wagon target by more than 10%. However, when the agreed target pool balance is zero to 50 wagons, the free allowance shall be reckoned as five wagons.
14. The penalty charge shall be one one hundred and sixty Indian rupees per Broad Gauge 4-wheeler unit per day. This shall be subject to revision whenever the basic hire charge is revised.

Article IV

MECHANICAL MAINTENANCE AND OPERATING ARRANGEMENTS

1. Indian Railways shall provide Running Room facilities for the Pakistan Railway's Crews and Guards and locomotive servicing facilities for Pakistan Railway locomotives at Attari. The charges incurred thereof shall be set off against the services rendered by the Pakistan Railway locomotives in hauling both Goods and Coaching stock over a distance of 2.4 Kms between Attari Railway Station and the international border. There shall, therefore, be no financial adjustments between the two Railway Administrations on this account.
2. Likewise, there shall be no financial adjustments between the two Railway Administrations in respect of the primary maintenance at Amritsar of the coaching stock contributed by the Pakistan Railway for the scheduled passenger rake since this shall be set off by the extra kilometerage earned by the Pakistan Railway coaches over Indian territory and the secondary maintenance of the Indian Railway coaches at Lahore.

Article V

Provision of telephone facilities between Attari and Wagah railway stations through the respective railway control circuits of Amritsar Railway Control and Lahore Railway Control have been accepted in principle. The necessary equipment required for linking up the controls shall be provided by the respective Railway Administrations upto the international border.

Article VI

PAYMENT PROCEDURE

All payments due to the Railway Administration of one country shall be arranged by the Railway Administration of the other country in freely convertible currency acceptable to the receiving Administration at the exchange rates prevailing on the date of payment at a place to be mutually agreed upon in accordance with the foreign exchange regulations in force from time to time in each country.

Article VII

VISAS

Multiple entry visas valid for one year shall be granted to members of the railway staff on duty in connection with the interchange of rail traffic, as approved by the respective Railway Administrations. Facilities under the visa would be on a reciprocal basis. Such persons shall be exempt from the provisions of para 5 of Visa Agreement between the Government of India and the Government of Pakistan, signed on September 14, 1974.¹

Article VIII

REVIEW

This Agreement may be reviewed periodically in such a manner as the two Governments may determine on a mutual basis from time to time. The purpose of this review shall be to ensure the smooth working of this Agreement and to make recommendations to the two Governments about its modification, if any.

Article IX

MODIFICATIONS AND DURATION

1. This Agreement shall come into force with effect from the date of signature.
2. The technical and operational aspects have been agreed to between the delegations of the two Governments and are set out in the record of discussions on traffic and technical matters and Annexures I to VI² thereof which constitute an integral part of this Agreement. These technical and operational aspects may be amended from time to time by an agreement in writing between the two Railway Administrations on behalf of their respective Governments.
3. This Agreement may be modified from time to time by mutual consent of the two Governments.
4. This Agreement shall continue to be in force for a period of three years from the date specified in paragraph 1. Either side can terminate this Agreement by giving a notice of three months of its intention to do so.

1. IBTA Vol. 8 Doc. No. 535.

2. Not printed.

IN WITNESS WHEREOF the undersigned duly authorised for this purpose have signed this Agreement in two originals on Monday the Twenteighth of June Nineteen Hundred and Seventy Six at New Delhi.

For the Government of
India

For the Government of
Pakistan

Sd/-

R. SRINIVASAN
Director, Traffic (Transportation),
Ministry of Railways (Railway Board),
Government of India

Sd/-

SHAIKH ANWAR HUSSAIN
Joint Secretary
Ministry of Railways,
Government of Pakistan
