

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT  
OF INDIA AND THE GOVERNMENT OF THE  
POLISH PEOPLE'S REPUBLIC RELATING  
TO AIR SERVICES**

**New Delhi, 25 January 1977**

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The Government of the Republic of INDIA

AND

The Government of the POLISH PEOPLE'S REPUBLIC,  
HEREINAFTER described as the "Contracting Parties",

BEING parties to the Convention on International Civil Aviation (hereinafter referred to as "the Convention") opened for signature at Chicago on the 7th December, 1944,

DESIRING to conclude an Agreement for the purpose of establishing air services between and beyond their respective territories,

HAVE AGREED as follows :

*Article I*

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

- (a) the term "aeronautical authorities" shall mean, in the case of Polish People's Republic, the Minister for Transport and in the case of India, the Director General of Civil Aviation, and in both cases any person or body authorised to perform the functions presently exercised by the said Minister for Transport or by the said Director General;
- (b) the term "designated airline" shall mean an airline which the aeronautical authorities of one Contracting Party have designated in writing to the aeronautical authorities of the other Contracting Party, in accordance with Article IV of the present Agreement;

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1. Came into force on 25 January 1977.

- (c) the terms "territory", "air services", "international air services" and "stop for non-traffic purposes" have the meanings respectively assigned to them in Article 2 and 96 of the Convention.

### *Article II*

1. Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the route specified in the Annex thereto (hereinafter called "the agreed services" and "the specified routes"). The agreed services may be inaugurated at any time after the provisions of Article IV have been complied with.
2. Subject to the provisions of the present Agreement, the airline 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; and
  - (c) while operating an agreed service on a specified route, to make stops in the territory of the other Contracting Party at the point specified for that route in the Annex to the present Agreement, for the purpose of putting down or taking on international traffic in passengers, cargo and mail, originating in or destined for the territory of the first Contracting Party or of a third country.
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 or mail destined for another point in the territory of that other Contracting Party.

### *Article III*

1. The laws, regulations and instructions of one Contracting Party governing the admission to, remaining in and departure from its territory of aircraft engaged in international navigation and the operation and navigation of aircraft while within the limits of its territory, shall also be applied to the aircraft of the designated airline of the other Contracting Party.
2. The laws, regulations and instructions of one Contracting Party governing the admission to, remaining in and departure from its

territory of passengers, crews, mail and cargo transported on board aircraft and in particular those regarding passports, customs, emigration, immigration, public security, sanitary control and currency regulations shall be applied to passengers, crews, mail and cargo of the aircraft of the airline designated by the other Contracting Party upon entrance into, or departure from, and while within the territory of the first Contracting Party.

*Article IV*

1. Each Contracting Party shall have the right to designate in writing to the other Contracting Party one airline for the purpose of operating the agreed services in accordance with the Annex to this Agreement.
2. On receipt of the designation, the Contracting Party shall, through its own aeronautical authorities and subject to the provisions of paragraphs 3 and 4 of this Article, without delay grant to the designated airline the appropriate operating authorisation.
3. The aeronautical authorities of one Contracting Party may require the 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 by them to the operation of international air services.
4. Each Contracting Party shall have the right to refuse to accept the designation of the airline or to withhold the grant to the airline of the rights specified in paragraph 2 of Article II of the present Agreement or to impose such conditions as it may deem necessary on the exercise by the airline of those rights in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the other Contracting Party or 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 its services under this Agreement by entering into any agreement 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 used in the operation of the services.
5. The airline so designated and authorised may begin to operate the agreed services at any time provided that the provisions of Article X, paragraph 3, Articles XI and XIII have been complied with.

#### *Article V*

Each Contracting Party reserves the right to itself to revoke the operating authorisation or impose such appropriate conditions as it may deem necessary in case of failure by a designated airline of the other Contracting Party to comply with the laws and regulations of the former Contracting Party, or in case, in the judgement of the former Contracting Party, there is a failure to fulfil the conditions under which the rights are granted in accordance with the present Agreement. This shall also apply if the provisions of paragraph 4 of Article IV are not complied with. Such action shall be taken only after consultation between the Contracting Parties in accordance with Article XVII of the present Agreement unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringements of laws, regulations or provisions of the present Agreement.

#### *Article VI*

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

#### *Article VII*

1. Aircraft engaged in international services by the designated airline of either Contracting Party, as well as their regular equipment, supplies of fuel and lubricants, and aircraft stores (including food, beverages and tobacco) on board such aircraft shall be exempt from customs duties, inspection fees and other duties or taxes on arriving in and departing from the territory of the other Contracting Party, provided this aircraft is re-exported and such equipment, supplies and stores remain on board this aircraft upto such time as they are re-exported.
2. There shall also be exempt from the same duties, fees and taxes

with the exception of charges corresponding to the performed service :

- (a) aircraft stores taken or stored in the territory of either Contracting Party, within limits fixed by the authorities of the said Contracting Party, and destined for use on board outbound aircraft operated on an international service by the designated airline of the other Contracting Party,
  - (b) spare parts and regular equipment entered into the territory of either Contracting party for incorporation in or use on the aircraft used on international services by the designated airline of the other Contracting party,
  - (c) fuel and lubricants destined to supply aircraft engaged in an international service by the designated airline of the other Contracting Party even when those supplies are to be used on the part of the flight performed over the territory of the Contracting Party in which they are taken on board.
- (3) If national laws or regulations of either Contracting Party so require material referred to in paragraphs 1 and 2 of this Article shall be kept under customs control of the said Contracting party.
4. The regular airborne equipment, as well as the materials and supplies retained on board the aircraft operated by the designated airline of either Contracting Party may be unloaded in the territory of other Contracting Party only with the approval of the customs authorities of such territory. In such use, they may be placed under the supervision of the said authorities upto such time as they are re-exported or otherwise disposed of with the consent of the same authorities.

#### *Article VIII*

The designated airline of each Contracting Party shall, in all aspects, enjoy fair and equal opportunity for the carriage of international traffic between and beyond the territories of the two Contracting Parties.

#### *Article IX*

In the operation by the designated airline of either Contracting Party of the agreed air services, the interests of the designated airline of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

*Article X*

1. The capacity to be provided, the frequency of services to be operated and the nature of air service, that is, transiting through or terminating in the territory of the other Contracting Party shall be agreed between designated air lines in accordance with the principles laid down in Articles VIII and IX and the provisions of this Article. Such agreement shall be subject to the approval of the aeronautical authorities of the two Contracting Parties.
2. Any increase in the capacity to be provided or frequency of services to be operated by the designated airline of either Contracting Party shall be agreed, in the first instance, between the designated airlines and shall be subject to the approval of the aeronautical authorities on the basis of the estimated requirements of traffic between the territories of the two parties and any other traffic to be jointly agreed and determined. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.
3. The specified air services shall be operated by the designated airlines of the Contracting Parties in a commercial partnership arrangement or such other arrangement between them as may be mutually agreed. The commercial and other aspects of such operation shall, in the first instance, be agreed between the designated airlines and such agreement shall be subject to the approval of the respective aeronautical authorities.
4. The capacity to be provided, the frequency of services to be operated and the nature of air service, that is, transiting through or terminating in the territory of the other Contracting Party as agreed to in accordance with the provisions of this Article shall be specified in an exchange of letters between the aeronautical authorities of the Contracting Parties.
5. If the designated airlines of the Contracting Parties fail to agree on any matter on which their agreement is required under the provisions of this Article, the aeronautical authorities of the Contracting Parties shall endeavour to reach agreement thereon.

*Article XI*

Each Contracting Party shall cause its designated airline to communicate to the aeronautical authorities of the other Contracting Party, as long 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 the present Agreement are being duly observed. The requirements of this Article shall likewise apply to any changes concerning the agreed services.

#### *Article XII*

The aeronautical authorities of either Contracting Party shall furnish to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried during each month on their air services to or from or through the territory of the other Contracting Party showing the countries of origin and destination and the points of embarkation and disembarkation of such traffic. Such statistics shall be furnished as early as possible.

#### *Article XIII*

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 rate of commission 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 airline 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.
3. The tariffs referred to in paragraph 2 of this Article shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with the other airlines operating over the whole or part of the route, and such agreement shall, wherever possible, be reached by the use of the procedures of the International Air Transport Association for the working out of tariffs.
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. This 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 of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of a tariff agreed in accordance with the provisions of paragraph 3, the aeronautical authorities of the two Contracting Parties shall endeavour to determine 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 determination of any tariff under paragraph 6 of this Article, the dispute shall be settled in accordance with the provisions of Article XVIII of the present 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, a tariff shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which it, otherwise, would have expired.

#### *Article XIV*

1. Each designated airline shall have the right to designate reciprocally, General Agents in the territory of the other Contracting Party and moreover each designated airline shall have the right to station representatives with all necessary personnel required for maintaining of agreed services in accordance with national laws and regulations of the other Contracting Party.
2. Personnel of the designated airline of one Contracting Party employed on the territory of the other Contracting Party shall be nationals of one or other Contracting Party.

#### *Article XV*

1. Each Contracting Party grants to the designated airline of the other Contracting Party the right to remit to its head office the excess over expenditure of receipts earned in the territory of the first Contracting Party. Such remittances, however, shall be made in accordance with the foreign exchange regulations of the Contracting Party in the territory of which the revenue accrued.



2. In case special arrangements ruling the settlement of payments are in force between the two Contracting Parties, the provisions of such arrangements shall be applied to the transfer of funds under paragraph 1 hereabove and to all mutual accounts under this Agreement.

#### *Article XVI*

In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall exchange views regularly on the application and satisfactory compliance with the provisions of the present Agreement and the Annex thereto.

#### *Article XVII*

1. Consultation may be requested at any time by either Contracting Party for the purpose of initiating any amendments to the present Agreement. Consultations may also be required on matters concerning the interpretation and application of the present Agreement if either Contracting Party considers that an exchange of views within the meaning of Article XVI has been without success. Such consultations shall begin within a period of sixty days from the date of the request. Any modification of the present Agreement as a result of such consultation shall come into effect after the respective constitutional requirements have been fulfilled and when it has been confirmed by an exchange of letters.
2. The aeronautical authorities of both Contracting Parties may agree upon any amendments to the Annex which shall come into force when confirmed by an exchange of letters between the Contracting Parties.

#### *Article XVIII*

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

#### *Article XIX*

To the extent to which they are applicable to the air services established under the present Agreement, the provisions of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties

ratify any amendment to the Convention, which shall have duly come into force in which case the Convention as amended shall remain in force for the duration of the present Agreement.

#### *Article XX*

1. The annex attached to the present Agreement shall be deemed to be part of the Agreement and all references to the Agreement include reference to the annex, except where otherwise expressly provided.
2. The present Agreement shall come into effect on the date of signature by the duly authorised representatives of the Contracting Parties.

#### *Article XXI*

Either Contracting Party may, at any time, give written notice to the other, of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, the present 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 acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received by fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

DONE at New Delhi, this twenty fifth day of January 1977 in two originals, in the English language, two each in the Hindi and Polish languages, all the texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

*Sd/-*

K. RAGHU RAMAIAH  
For the Government of the  
Republic of India

*Sd/-*

EMIL WOJTASZEK  
For the Government of the  
Polish People's Republic

**ANNEX**  
**ROUTE SCHEDULE**  
**SECTION-I**

Routes to be operated in both directions by the airline designated by the Government of Polish People's Republic.

Route	Points of origin	Intermediate points	Points in India	Points beyond
1.	Points in Poland	Any two points to be selected from: Athens, Damascus, Baghdad, Amman, Istambul, Cyprus	Bombay or Delhi	Any two points to be selected from: Bangkok, Manila, Saigon, Hanoi, Hongkong.
2.	Points in Poland	Any two points to be selected from: Athens, Damascus, Baghdad, Amman, Beirut, Istambul, Teheran, Cyprus	Calcutta	Any two points to be selected from: Bangkok, Manila, Hongkong, Saigon, Hanoi, Singapore.

**NOTE : 1.** The designated airline of the Polish People's Republic may, on any or all flights, omit calling at any points.

2. The points above need not be served in the order specified.

**SECTION-II**

Routes to be operated in both directions by the airline designated by the Government of India.

Route	Points of origin	Intermediate points	Point in points	Points Polandbeyond
1.	Points in India	Any two points to be selected from: Beirut, Cairo, Baghdad, Kuwait, Dubai, Teheran	Warsaw or GDANSK	Any two points to be selected from: Rome, Copenhagen, Frankfurt, Amsterdam, Paris.
2.	Points in India	Any two points to be selected from: Beirut, Cairo, Baghdad, Kuwait, Teheran, Dubai, Bahrain, Dhahran	Warsaw or GDANSK	Any two points to be selected from: Rome, Copenhagen, Frankfurt, Amsterdam, Paris, London.

**NOTE : 1.** The designated airline of India may, on any or all flights, omit calling at any points.

2. The points above need not be served in the order specified.