

**AGREEMENT BETWEEN THE GOVERNMENT  
OF INDIA AND THE GOVERNMENT OF THE  
REPUBLIC OF SEYCHELLES RELATING  
TO AIR SERVICES**  
**New Delhi, 30 October 1978**

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The Government of INDIA

AND

The Government of the Republic of SEYCHELLES,  
(hereinafter described 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; and

DESIRING to conclude an Agreement supplementary to the said Convention for the purpose of establishing air services between and beyond their respective territories;

HAVE AGREED as follows :

*Article I*

DEFINITIONS

1. For the purpose of this Agreement, unless the context otherwise requires :
  - 1.1 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 and amendment adopted under Articles 90 and 94 thereof so far as those Annexes and amendments have become effective for, or been ratified by, both Contracting Parties;
  - 1.2 the term 'Contracting Party' means the Government of India on the one hand, and the Government of the Republic of Seychelles on the other;

- 1.3 the term 'aeronautical authorities' means, in the case of the Government of India, the Director General of Civil Aviation or any person or body authorised to perform a particular function to which this Agreement relates; and in the case of the Government of the Republic of Seychelles the Ministry of Transport or any person or body authorised to perform a particular function to which this Agreement relates;
- 1.4 the term 'designated airline' means airline which has been designated and authorised in accordance with Article 4 of this Agreement;
- 1.5 the term 'territory' in relation to a State has the meaning assigned to it in Article 2 of the Convention;
- 1.6 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; and
- 1.7 the term 'tariffs' means the prices to be paid for the carriage of passengers and cargo and the conditions under which those prices apply, including prices, commissions and conditions of agency and other auxiliary services, but excluding remuneration and conditions for the carriage of mail.

## *Article II*

### APPLICABILITY OF THE CHICAGO CONVENTION

2. The provisions of this Agreement shall be subject to the provisions of the Convention in so far as those provisions are applicable to international air services.

## *Article III*

### GRANT OF RIGHTS

- 3.1 Each Contracting Party grants to the other Contracting Party the following rights in respect of its scheduled international air services;
  - 3.1.1 the right to fly across its territory without landing; and
  - 3.1.2 the right to make stops in its territory for non-traffic purposes.
- 3.2 Each Contracting Party grants to the other Contracting Party the rights specified in this Agreement for the purpose of establishing scheduled international air services on the routes specified in the

appropriate Section of the Schedule annexed to this Agreement. Such services and routes are hereinafter called the 'agreed services' and the 'specified routes' respectively. While operating an agreed service on a specified route the airline designated by each Contracting Party shall enjoy, in addition to the rights specified in paragraph 3.1 of this Article, the right to make stops in the territory of the other Contracting Party at the points specified for that route in the Schedule to this Agreement for the purpose of taking on board and discharging passengers and cargo including mail.

- 3.3 Nothing in paragraph 3.2 of this Article shall be deemed to confer on the designated airline of one Contracting Party the privilege of taking on board, in the territory of the other Contracting Party, passengers and cargo, including mail, destined for another point in the territory of the other Contracting Party.

#### *Article IV*

##### DESIGNATION OF AIRLINES

- 4.1 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 on the specified routes.
- 4.2 On receipt of such designation, the aeronautical authorities of the other Contracting Party shall, without delay, and subject to the provisions of paragraph 4.3 and 4.4 of this Article, grant to the airline designated in accordance with paragraph 4.1 of this Article the appropriate operating authorizations.
- 4.3 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 to the operation of international air services by such authorities in conformity with the provisions of the Convention.
- 4.4 Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph 4.2 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 3 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 nationals of such Contracting Party.

- 4.5 When an airline has been so designated and authorized, it may operate the agreed services for which it is designated provided that tariffs established in accordance with the provisions of Article 7 of this Agreement are in force in respect of those services.

### *Article V*

#### REVOCATION OR SUSPENSION OF OPERATING AUTHORIZATIONS

- 5.1 Each Contracting Party shall have the right to revoke an operating authorization or to suspend the exercise of the rights granted under this Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights :
- 5.1.1 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
  - 5.1.2 in the case of failure by that airline to comply with the laws and regulations in force in the territory of the Contracting Party granting these rights; or
  - 5.1.3 in the case of that airline otherwise failing to operate in accordance with the conditions prescribed under this Agreement.
- 5.2 Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph 5.1 of this Article is essential to prevent further infringements of the laws or regulations or the provisions of this Agreement, such right shall be exercised only after consultation between the Contracting Parties. Unless otherwise agreed by the Contracting Parties, such consultations shall begin within a period of sixty (60) days from the date of receipt of the request for such consultation.

### *Article VI*

#### PRINCIPLES GOVERNING THE OPERATION OF AGREED SERVICES

- 6.1 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.
- 6.2 In operating the agreed services, the designated airline of each Contracting Party shall take into account the interests of the 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.

- 6.3 The agreed services to be 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 for the current and reasonably anticipated requirements for the carriage of passengers and cargo including mail originating from or destined for the territory of the Contracting Party which has designated the airline. Provision for the carriage of passengers and cargo including mail both taken on board and discharged at points on the specified routes in the territories of States other than designating the airline shall be made in accordance with the general principles that capacity shall be related to :
- 6.3.1 traffic requirements to and from the territory of Contracting Party which has designated the airline;
  - 6.3.2 traffic requirements of the area through which the agreed services pass, after taking account of other transport services established by airline of the States comprising the area; and
  - 6.3.3 the requirements of through airline operation.
- 6.4 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 shall be agreed from time to time between the designated airlines in accordance with the above principles. Such agreement shall be subject to the approval of the aeronautical authorities of the two Contracting Parties. Pending such agreement or settlement, the capacity and frequency entitlements already in force shall prevail.
- 6.5 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, 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 change concerning the agreed services.

*Article VII*

TARIFFS

- 7.1 Tariffs to be charged by the designated 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 costs of operation, reasonable profit, and the tariffs of other airlines.
- 7.2 Tariffs referred to in paragraph 7.1 of this Article shall, if possible, be agreed by the designated airlines of both Contracting Parties, after consultation with any other airlines operating over the whole or part of the routes, 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.
- 7.3 Tariffs so agreed shall be submitted for 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.
- 7.4 Approval of tariffs may be given expressly; or, if neither of the aeronautical authorities has expressed disapproval within thirty (30) days from the date of submission, in accordance with paragraph 7.3 of this Article, the tariffs shall be considered as approved. In the event of the period for submission being reduced, as provided for in paragraph 7.3, the aeronautical authorities may agree that the period within which any disapproval must be notified shall be less than thirty (30) days.
- 7.5 If tariffs cannot be agreed in accordance with paragraph 7.2 of this Article, or if, during the period applicable in accordance with paragraph 7.4 of this Article, one aeronautical authority gives the other aeronautical authority notice of its disapproval of tariffs agreed in accordance with the provisions of paragraph 7.2 of this Article, the aeronautical authorities of the two Contracting Parties shall endeavour to determine tariffs by mutual agreement.
- 7.6 If the aeronautical authorities cannot agree on tariffs submitted to them under paragraph 7.3 of this Article, or on the determination of tariffs under paragraph 7.5 of this Article, the dispute shall be settled in accordance with the provisions of Article 17 of this Agreement.

- 7.7 Tariffs established in accordance with the provisions of this Article shall remain in force until new tariffs have been established. Nevertheless, tariffs shall not be prolonged by virtue of this paragraph for more than twelve (12) months after the date on which they would otherwise have expired.

### *Article VIII*

#### CHANGE OF GAUGE

- 8.1 In operating any agreed service on any specified route the designated airline of one Contracting Party may substitute one aircraft for another at a point in the territory of the other Contracting Party on the following conditions only :

- 8.1.1 that it is justified by reason of economy of operation;
- 8.1.2 that the aircraft used on the section of the route more distant from the point of origin in the territory of the first Contracting Party is not larger in capacity than that used on the nearer section;
- 8.1.3 that the aircraft used on the more distant section shall operate only in connection with and as an extension of the service provided by the aircraft used on the nearer section and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft used on the nearer section, and its capacity shall be determined with primary reference to this purpose;
- 8.1.4 that there is an adequate volume of through traffic;
- 8.1.5 that the airline shall not hold itself out to the public by advertisement or otherwise as providing a service which originates at the point where the change of aircraft is made;
- 8.1.6 that the provisions of Article 6 of this Agreement shall govern all arrangements made with regard to the change of aircraft; and
- 8.1.7 that in connection with any one aircraft flight into the territory in which the change of aircraft is made only one flight may be made out of that territory.

### *Article IX*

#### EXEMPTION FROM CHARGES ON EQUIPMENT, FUEL, STORES, ETC.

- 9.1 Aircraft operated on international air 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 all customs duties, inspection fees and other duties and taxes on arriving in the territory of the other Contracting Party, provided that the aircraft is exported and such equipment and supplies remain on board the aircraft up to such time as they are re-exported or are used on the part of the journey performed over that territory.

9.2 There shall also be exempt from the same duties, fees and charges, with the exception of charges corresponding to the service performed :

9.2.1 aircraft stores taken on board in the territory of a Contracting Party, within limits fixed by the Customs authorities of the said Contracting Party and for use on board out bound aircraft engaged on an international air service of the other Contracting Party;

9.2.2 spare parts, including engines, introduced into the territory of either Contracting Party for the maintenance or repair of aircraft used on international air services by the designated airline of the other Contracting Party; and

9.2.3 fuels and lubricants supplied to an aircraft of the designated airline of one Contracting Party engaged on international air services operated by the designated airline of the other Contracting Party even when these supplies are to be used on a part of the flight performed over the territory of the Contracting Party in which they are taken on board.

9.3 Materials referred to in sub-paragraphs 9.2.1, 9.2.2 and 9.2.3 above may be required to be kept under Customs supervision or control.

### *Article X*

#### UNLOADING OF EQUIPMENT, ETC.

10. The regular airborne equipment, as well as the materials and supplies normally retained on board the aircraft of the designated airline of either Contracting Party, may be unloaded in the territory of the other Contracting Party only with the approval of the Customs authorities of that territory.

In such cases they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with Customs regulations.

*Article XI*

## COMPARABILITY OF FEES, CHARGES, APPLICATION OF REGULATIONS, ETC.

- 11.1 Fees and charges applied in the territory of either Contracting Party to the airline operations of the other Contracting Party for the use of airports and other aviation facilities shall not be higher than those applied to the operations of other airlines engaged in similar international air services.
- 11.2 The laws, regulations and instructions of one Contracting Party, relating to entry into or departure from its territory of aircraft or air services operated in international air navigation or to the operation of such aircraft or air services while within its territory shall apply to aircraft and agreed services of the designated airline of the other Contracting Party.

*Article XII*

## RECOGNITION OF CERTIFICATES AND LICENCES

12. Certificates of airworthiness, certificates of competency and licences issued, or validated, by one Contracting Party and unexpired shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services on the specified routes. Provided always that such certificates or licences were issued, or validated, in conformity with the standards established under the Convention subject to any differences which may be filed with the International Civil Aviation Organization. Each Contracting Party, however, reserves the right to refuse to recognize, for flights above its own territory, certificates of competency and licences granted to its own nationals by the other Contracting Party.

*Article XIII*

## PROVISION OF STATISTICS

13. The aeronautical authorities of one Contracting Party shall cause its designated airline to supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be necessary for the purpose of reviewing the capacity provided on the agreed services by the designated airline of the Contracting Party referred to first in this Article. Such statements shall include all information required to determine the amount of traffic carried by that airline

on the agreed services and the origins and destinations of such traffic.

*Article XIV*

TRANSFER OF EARNINGS

14. Each Contracting Party will grant to the designated airline of the other Contracting Party the right of transfer of the excess of receipt over expenditure earned by that designated airline in the territory of the former Contracting Party. The procedure for such remittances shall be made in accordance with the foreign exchange, tax etc. regulations of the Contracting Party in the territory in which the revenue accrued. Such transfers shall be effected on the basis of official exchange rates for current payments, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payments.

*Article XV*

AIRLINE REPRESENTATION

15. The designated airline of each Contracting Party shall be entitled, subject to the laws and regulations relating to entry and residence of the other Contracting Party, to introduce and maintain on the territory of such other Contracting Party its own representatives together with such technical and commercial staff as may reasonably be required for the provision of the agreed air services.

*Article XVI*

CONSULTATION AND AMENDMENT

- 16.1 In a spirit of close cooperation the aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the implementation of, and satisfactory compliance with, the provisions of this Agreement and any Schedules hereto, and shall consult when necessary to provide for modification thereof.
- 16.2 Either Contracting Party may request consultation, which shall begin within sixty (60) days of the date of the receipt of the request unless both Contracting Parties agree to an extension of this period. Such consultations may be either oral or in writing.
- 16.3 Any amendment or modification of this Agreement agreed by the

Contracting Parties shall come into effect when confirmed by exchange of Notes between the Contracting Parties.

### *Article XVII*

#### SETTLEMENT OF DISPUTES

17. 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 XVIII*

#### TERMINATION

18. Either Contracting Party may at any time give notice in writing to the other Contracting Party of its decision to terminate this Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. In such case this Agreement shall terminate twelve (12) months after the date when the notice has been received 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 (14) days after the receipt of the notice by the International Civil Aviation Organisation.

### *Article XIX*

#### REGISTRATION WITH ICAO

19. This Agreement and any amendment thereto shall be registered with the International Civil Aviation Organization.

### *Article XX*

#### ENTRY INTO FORCE

This Agreement shall come into force after all constitutional requirements have been completed

IN WITNESS WHEREOF the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

SIGNED at New Delhi on thirtieth day of October, 1978 in four

originals, two each in Hindi and English all texts being equally authentic.

In the case of any divergence of interpretation the English text shall prevail.

*Sd/-*  
PURUSHOTTAM KAUSHIK  
For the Government of  
India

*Sd/-*  
GUY SINON  
For the Government of the  
Republic of Seychelles

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**ANNEXURE**  
**ROUTE SCHEDULE**

**SECTION I**

***ROUTE TO BE OPERATED (IN BOTH DIRECTIONS) BY THE DESIGNATED  
AIRLINE OF INDIA :***

India, two intermediate points to be selected by India—Mahe—two points beyond to be selected by India—additional points beyond to be agreed.

The designated airline of India may on any or all flights omit calling at any of the above mentioned points, and may serve them in any order, provided always that the agreed services on the route begin at a point in India.

**SECTION II**

***ROUTE TO BE OPERATED (IN BOTH DIRECTIONS) BY THE DESIGNATED  
AIRLINE OF THE REPUBLIC OF SEYCHELLES :***

Seychelles, two intermediate points to be selected by Seychelles—Bombay—two points beyond to be selected by Seychelles—additional points beyond to be agreed.

The designated airline of the Republic of Seychelles may on any or all flights omit calling at any of the above mentioned points, and may serve them in any order, provided always that the agreed services on the route begin at a point in Seychelles.

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