

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF  
INDIA AND THE GOVERNMENT OF THE  
REPUBLIC OF MALDIVES RELATING  
TO AIR SERVICES  
Male, 5 November 1979**

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The Government of INDIA

AND

The Government of the Republic of MALDIVES,

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,

AND desiring to conclude an Agreement for the purpose of establishing air services between 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 India, the Director General of Civil Aviation and in the case of the Republic of Maldives, the Ministry of Transport or in both cases, any person or body authorised to perform the functions presently exercised by the said Director General or by the said Ministry of Transport.
- (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 III of the present Agreement.

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1. Came into force on 5 November 1979.

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

### *Article II*

Each Contracting Party grants to the other Party the rights specified in the present Agreement for the purpose of establishing air services on the routes 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 III 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 embarking or disembarking traffic in passengers, cargo or mail.
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.
4. 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 III*

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 Route Schedule.

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 air carriers and of international commercial 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 and XII have been complied with.

#### *Article IV*

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 party to comply with the laws and regulations of the former party, or in case, in the judgement of the former party, there is failure to fulfill 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 III are not complied with. Such action shall be taken only after consultation between the Contracting Parties in accordance with Article XIV of the present Agreement unless an immediate suspension of operations or imposition of conditions is necessary to avoid further infringement of laws, regulations or provisions of the present Agreement.

#### *Article V*

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 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 VI*

Supplies of fuel, lubricating oils, spare parts, regular equipment and aircraft stores introduced into or taken on board aircraft of the designated airline of one Contracting Party and intended solely for use by or in such aircraft and remaining on board on departure from the last airport of call in that territory shall be accorded, with respect to customs duty, inspection fees or similar charges, treatment not less favourable than that granted by the second Contracting Party to the national airlines operating scheduled international air services or to the airlines of the most favoured nation.

Provided that neither Contracting Party shall be obliged to grant to the designated airline 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 of the first Contracting Party.

#### *Article VII*

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

#### *Article VIII*

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

*Article IX*

1. The capacity to be provided, and the frequency of services to be operated shall be agreed between the designated airlines in accordance with the principles laid down in Articles VII and VIII 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. 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.
4. The capacity to be provided and the frequency of services to be operated 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.

*Article X*

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 XI*

The aeronautical authorities of either Contracting Party shall cause its designated airline to furnish to the aeronautical authorities of the other Contracting Party statistics relating to the traffic carried during each month on its air services to or from 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 XII*

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 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 concerned for 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, after consultation with the aeronautical authorities of any other State whose advice they consider useful, 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 XV 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 XIII*

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. Such transfers shall be affected on the basis of official exchange rates for current payment, or where there are no official exchange rates, at the prevailing foreign exchange market rates for current payment.
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 of this Article.

#### *Article XIV*

1. In a spirit of close collaboration, the aeronautical authorities of the two Contracting Parties shall exchange views regularly on the application and interpretation of the present Agreement.
2. Consultations 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 referred to in paragraph 1 above, 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 consultations shall come into effect after the respective constitutional requirements have been fulfilled and when it has been confirmed by an exchange of letters.

*Article XV*

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 XVI*

1. 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 Convention as amended shall remain in force for the duration of present Agreement.
2. Pending adherence by the Government of the Republic of Maldives to the International Air Services Transit Agreement opened for signature at Chicago on the 7th December, 1944, the provisions thereof shall apply as between the Contracting Parties as if the Government of the Republic of Maldives has adhered to the International Air Services Transit Agreement.

*Article XVII*

1. The Annex attached to the present Agreement shall be deemed to be part of the Agreement and all references to the Agreement shall include reference to the Annex, except where otherwise expressly provided.
2. The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged as soon as possible.
3. The present Agreement shall come into force on the date of the exchange of instruments of ratification.

*Article XVIII*

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 fourteen days after the receipt of the notice by the International Civil Aviation Organisation.

DONE at Male this 5th day of November, 1979 in two originals in the English language, both the texts being equally authentic.

*Sd/-*

MOHD. SHAFI QURESHI  
For the Government of India

*Sd/-*

HASSAN ZAREER  
For the Government of  
the Republic of Maldives

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### ANNEX SECTION I

The airline designated by the Government of India on the routes specified in this Section and to land for traffic purposes in the territory of the Republic of Maldives at the points therein specified.

	Points of Origin	Intermediate Point	Points in Maldives
1.	Points in India	Colombo	Male
2.	Points in India	—	Any other point to be specified by the designated airline of India.

NOTE: The intermediate point on the specified route may, at the option of the designated airline, be omitted on any or all flights.

### SECTION II

The airline designated by the Government of the Republic of Maldives shall be entitled to operate air services in both directions on the routes specified in this Section and to land for traffic purposes in the territory of India at the points therein specified.

	Points of Origin	Intermediate Point	Points in India
1.	Points in Maldives	Colombo	Madras
2.	Points in Maldives	—	Trivandrum

NOTE: The intermediate point on the specified route may, at the option of the designated airline, be omitted on any or all flights.

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