THE CARRIAGE BY AIR ACT, 1972

ARRANGEMENT OF SECTIONS

SECTIONS

1.Short title, extent and commencement.
2.Definitions.
3.Application of Convention to India.
4.Application of amended Convention to India.
4A. Application of Montreal Convention to India.
5.Liability in case of death.
6.Conversion of frances.
6A. Conversion of Special Drawing Rights.
7.Provisions regarding suits against High Contracting Parties who undertake carriage by air.
8.Application of Act to carriage by air which is not international.
8A. Power to make rules.
9.[*Repealed*.]

SCHEDULES

THE FIRST SCHEDULE.
THE SECOND SCHEDULE.

THE THIRD SCHEDUELE.

ANNEXURE

THE CARRIAGE BY AIR ACT, 1972

ACT NO. 69 OF 1972

[19*th December*, 1972.]

An Act to give effect to the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on the 12th day of October, 1929 and to the said Convention as amended by the Hague Protocol on the 28th day of September, 1955 [1][and also to the Montreal Convention signed on the 28th day of May, 1999 and to make provision for] applying the rules contained in the said Convention in its original form and in the amended form (subject to exceptions, adaptations and modifications) to non-international carriage by air and for matters connected therewith.

BE it enacted by Parliament in the Twenty-third Year of the Republic of India as follows:—

1. Short title, extent and commencement.—(*1*) This Act may be called the Carriage by Air Act, 1972.

(*2*) It extends to the whole of India.

(*3*) It shall come into force on such date[2] as the Central Government may, by notification in the Official Gazette, appoint.

2. Definitions.—In this Act, unless the context otherwise requires,—

(*i*) "amended Convention" means the Convention as amended by the Hague Protocol on the 28th day of September, 1955;

(*ii*) "Convention" means the Convention for the unification of certain rules relating to international carriage by air signed at Warsaw on the 12th day of October, 1929.

[3][(*iii*) "Montreal Convention" means the Convention for the unification of certain rules for international carriage by air signed at Montreal on the 28th day of May, 1999;

(*iv*) "Annexure" means the Annexure to this Act.]

3. Application of Convention to India.—(*1*) The rules contained in the First Schedule, being the provisions of the Convention relating to the rights and liabilities of carriers, passengers, consignors, consignees and other persons, shall, subject to the provisions of this Act, have the force of law in India in relation to any carriage by air to which those rules apply, irrespective of the nationality of the aircraft performing the carriage.

[4][(*2*) For the purpose of this Act, the High Contracting Parties to the Convention and the date of enforcement of the said Convention shall be such as are included in Part I of the Annexure.]

(*3*) Any reference in the First Schedule to the territory of any High Contracting Party to the Convention shall be construed as a reference to all the territories in respect of which he is a party.

(*4*) Any reference in the First Schedule to agents of the carrier shall be construed as including a reference to servants of the carrier.

[5][(*5*) The Central Government may, having regard to the objects of this Act, and if it considers necessary or expedient so to do, by notification in the Official Gazette, add to, or, as the case may be, omit from, Part I of the Annexure, any High Contracting Party and on such addition, or as the case may be, omission, such High Contracting Party shall be or shall cease to be, a High Contracting Party.]

1. Subs. by Act 28 of 2009, s. 2, for "and to make provision for" (w.e.f. 1-7-2009).

2. 15th May, 1973, *vide* notification No. S.O. 170(E), dated 23rd March, 1973, *see* Gazette of India, Extraordinary, Part II, sec. 3(*ii*).

3. Ins. by Act 28 of 2009, s. 3 (w.e.f. 1-7-2009).

4. Subs. by s. 4,*ibid*., for sub-section (*2*) (w.e.f. 1-7-2009).

5. Subs. by s. 4, *ibid*., for sub-section (*5*) (w.e.f. 1

4. Application of amended Convention to India.—(*1*) The rules contained in the Second Schedule, being the provisions of the amended Convention relating to the rights and liabilities of carriers, passengers, consignors, consignees and other persons, shall, subject to the provisions of this Act, have the force of law in India in relation to any carriage by air to which those rules apply, irrespective of the nationality of the aircraft performing the carriage.

[1][(*2*) For the purpose of this Act, the High Contracting Parties to the amended Convention and the date of enforcement of the said amended Convention shall be such as are included in Part II of the Annexure.

(*2A*) The Central Government may, having regard to the objects of this Act, and if it considers necessary or expedient so to do, by notification in the Official Gazette, add to, or, as the case may be, omit from, Part II of the Annexure, any High Contracting Party and on such addition, or, as the case may be, omission, such High Contracting Party shall be or shall cease to be, a High Contracting Party.]

(*3*) Any reference in the Second Schedule to the territory of any High Contracting Party to the amended Convention shall be construed as a reference to all the territories in respect of which he is a party.

(*4*) Any reference in the Second Schedule to agents of the carrier shall be construed as including a reference to servants of the carrier.

[2][**4A. Application of Montreal Convention to India.—**(*1*) The rules contained in the Third Schedule, being the provisions of the Montreal Convention relating to the rights and liabilities of carriers, passengers, consignors, consignees and other persons, shall, subject to the provisions of this Act, have the force of law in India in relation to any carriage by air to which those rules apply, irrespective of the nationality of the aircraft performing the carriage.

(*2*) For the purpose of this Act, the State Parties to the Montreal Convention and the date of enforcement of the said Montreal Convention shall be such as are included in Part III of the Annexure.

(*3*) Any reference in the Third Schedule to the territory of any State Party to the Montreal Convention shall be construed as a reference to all the territories in respect of which he is party.

(*4*) Any reference in the Third Schedule to agents of the carrier shall be construed as including a reference to servants of the carrier.

(*5*) The Central Government may, having regard to the objects of this Act, and if it considers necessary or expedient so to do, by notification in the Official Gazette, add to, or, as the case may be, omit from, Part III of the Annexure, any State Party and on such addition, or, as the case may be, omission, such State Party shall be or shall cease to be, a State Party.]

[3][(*6*) The Central Government may, having regard to the objects of the Act, and if it considers necessary or expedient so to do, by notification in the Official Gazette, give effect to the limits of liability, revised by the depository under rule 24 of Chapter III of the Third Schedule to this Act, for the purposes of determining the liabilities of the carriers and extent of compensation for damages under the said Chapter of that Schedule.]

5. Liability in case of death.—(*1*) Notwithstanding anything contained in the Fatal Accidents Act, 1855 (13 of 1855) or any other enactment or rule of law in force in any part of India, the rules contained in [4][the First Schedule, the Second Schedule and the Third Schedule] shall, in all cases to which those rules apply, determine the liability of a carrier in respect of the death of a passenger.

(*2*) The liability shall be enforceable for the benefit of such of the members of the passengers family as sustained damage by reason of his death.

1. Subs. by Act 28 of 2009, s. 5, for sub-section (*2*) (w.e.f. 1-7-2009).

2. Ins. by s. 6, *ibid*. (w.e.f. 1-7-2009).

3. Ins. by Act 12 of 2016, s. 2 (w.e.f. 21-3-2016).

4. Subs. by Act 28 of 2009, s. 7, for "the First Schedule and in the Second Schedule" (w.e.f. 1-7-2009).

Explanation.—In this sub-section, the expression "member of a family" means wife or husband, parent, step-parent, grand-parent, brother, sister, half-brother, half-sister, child, step-child and grandchild:

Provided that in deducing any such relationship as aforesaid any illegitimate person and any adopted person shall be treated or being, or as having been, the legitimate child of his mother and reputed father or, as the case may be, of his adopters.

(*3*) An action to enforce the liability may be brought by the personal representative of the passenger or by any person for whose benefit the liability is under sub-section (*2*) enforceable, but only one action shall be brought in India in respect of the death of any one passenger, and every such action by whomsoever brought shall be for the benefit of all such persons so entitled as aforesaid as either are domiciled in India or not being domiciled there express a desire to take the benefit of the action.

(*4*) Subject to the provisions of sub-section (*5*), the amount recovered in any such action, after deducting any costs not recovered from the defendant, shall be divided between the persons entitled in such proportion as the Court may direct.

(*5*) The Court before which any such action is brought may, at any stage of the proceedings, make any such order as appears to the Court to be just and equitable in view of the provisions of [1][the First Schedule or of the Second Schedule or the Third Schedule], as the case may be, limiting the liability of a carrier and of any proceedings which have been or are likely to be commenced outside India in respect of the death of the passenger in question.

6. Conversion of frances.—Any sum in francs mentioned in rule 22 of the First Schedule or of the Second Schedule, as the case may be, shall, for the purpose of any action against a carrier, be converted into rupees at the rate of exchange prevailing on the date on which the amount of damages to be paid by the carrier is ascertained by the Court.

[2][**6A. Conversion of Special Drawing Rights.**—Any sum in Special Drawing Rights mentioned in rules 21 and 22 of the Third Schedule shall, for the purpose of any action against a carrier, be converted into rupees at the rate of exchange prevailing on the date on which the amount of damages to be paid by the carrier is ascertained by the Court in accordance with the provisions of rule 23 of the said Third Schedule.]

7. Provisions regarding suits against High Contracting Parties who undertake carriage by air.—(*1*) Every High Contracting Party to the Convention or the amended Convention, as the case may be, who has not availed himself of the provisions of the Additional Protocol thereto, shall, for the purposes of any suit brought in a Court in India in accordance with the provisions of rule 28 of the First Schedule, or of the Second Schedule, as the case may be, to enforce a claim in respect of carriage undertaken by him, be deemed to have submitted to the jurisdiction of that Court and to be a person for the purposes of the Code of Civil Procedure, 1908 (5 of 1908).

(*2*) The High Court may make rules of procedure providing for all matters which may be expedient to enable such suits to be instituted and carried on.

(*3*) Nothing in this section shall authorise any Court to attach or sell any property of a High Contracting Party to the Convention or to the amended Convention.

8. Application of Act to carriage by air which is not international.—(*1*) The Central Government may, by notification in the Official Gazette, apply the rules contained in the First Schedule and any provision of section 3 or section 5 or section 6 to such carriage by air, not being international carriage by air as defined in the First Schedule, as may be specified in the notification, subject, however, to such exceptions, adaptations and modifications, if any, as may be so specified.

(*2*) The Central Government may, by notification in the Official Gazette, apply the rules contained in the Second Schedule and any provision of section 4 or section 5 or section 6 to such carriage by air, not being international carriage by air as defined in the Second Schedule, as may be specified in the notification, subject, however, to such exceptions, adaptations and modifications, if any, as may be so specified.

1. Subs. by Act 28 of 2009, s. 7, for "the First Schedule or of the Second Schedule"(w.e.f. 1-7-2009).
2. Ins. by s. 8, *ibid*(w.e.f. 1-7-2009).

[1][(*3*) The Central Government may, by notification in the Official Gazette, apply the rules contained in the Third Schedule and any provision of section 4A or section 5 or section 6A to such carriage by air, not being international carriage by air as defined in the Third Schedule, as may be specified in the notification, subject, however, to such exceptions, adaptations and modifications, if any, as may be so specified.]

[2][**8A. Power to make rules.**—(*1*) The Central Government may, by notification in the Official Gazette, make rules for carrying out the provisions of this Act.

(*2*) Every rule made and every notification issued under this Act shall be laid, as soon as may be after it is made or issued, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or the notification or both Houses agree that the rule or notification should not be made or issued, the rule or notification shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or notification.]

9. [*Repeal*.] *Rep. by the Repealing and Amending Act*, 1978 (38 *of* 1978), *s*. 2 *and First Schedule* (*w.e.f*. 26-11-1978).

1. Subs. by Act 28 of 2009, s. 9, for sub-section (*3*) (w.e.f. 1-7-2009).
2. Ins. by Act 12 of 2016, s. 3 (w.e.f. 21-3-2016).

THE FIRST SCHEDULE

(*See* section 3)

CHAPTER I

RULES

SCOPE—DEFINITIONS

1. (*1*) These rules apply to all international carriage of persons, luggage or goods performed by aircraft for reward. They apply also to such carriage when performed gratuitously by an air transport undertaking.

(*2*) In these rules, "High Contracting Party" means a High Contracting Party to the Convention.

(*3*) For the purposes of these rules, the expression "international carriage" means any carriage in which according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transhipment, are situated either within the territories of two High Contracting Parties, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another Power, even though that Power is not a party to the Convention. A carriage without such an agreed stopping place between territories subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party is not deemed to be international for the purposes of these rules.

(*4*) A carriage to be performed by several successive air carriers is deemed, for the purposes of these rules, to be one undivided carriage, if it has been regarded by the parties as a single operation, whether it has been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within a territory subject to the sovereignty, suzerainty, mandate or authority of the same High Contracting Party.

2. (*1*) These rules apply to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in rule 1.

(*2*) These rules do not apply to carriage performed under the terms of any international postal Convention.

CHAPTER II

DOCUMENTS OFCARRIAGE

*Part*I.—*Passenger ticket*

3. (*1*) For the carriage of passengers the carrier must deliver a passenger ticket which shall contain the following particulars:—

(*a*) the place and date of issue;

(*b*) the place of departure and of destination;

(*c*) the agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercised that right, the alteration shall not have the effect of depriving the carriage of its international character;

(*d*) the name and address of the carrier or carriers;

(*e*) a statement that the carriage is subject to the rules relating to liability contained in this Schedule.

(*2*) The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage, which shall nonetheless be subject to these rules. Nevertheless, if the carrier accepts a passenger without a passenger ticket having been delivered he shall not be entitled to avail himself of those provisions of this Schedule which exclude or limit his liability.

Part II.—*Luggage ticket*

4. (*1*) For the carriage of luggage, other than small personal objects of which the passenger takes charge himself, the carrier must deliver a luggage ticket.

(*2*) The luggage ticket shall be made out in duplicate, one part for the passenger and the other part for the carrier.

(*3*) The luggage ticket shall contain the following particulars:—

(*a*) the place and date of issue;

(*b*) the place of departure and of destination;

(*c*) the name and address of the carrier or carriers;

(*d*) thenumber of the passenger ticket;

(*e*) a statement that delivery of the luggage will be made to the bearer of the luggage ticket;

(*f*) the number and weight of the packages;

(*g*) the amount of the value declared in accordance with rule 22(*2*);

(*h*) a statement that the carriage is subject to the rules relating to liability contained in this Schedule.

(*4*) The absence, irregularity or loss of the luggage ticket does not affect the existence or the validity of the contract of carriage, which shall none the less be subject to these rules. Nevertheless, if the carrier accepts luggage without a luggage ticket having been delivered, or if the luggage ticket does not contain the particulars set out at (*d*), (*f*) and (*h*) of sub-rule (*3*), the carrier shall not be entitled to avail himself of those provisions of this Schedule which exclude or limit his liability.

Part III.—*Air consignment note*

5. (*1*) Every carrier of goods has the right to require the consignor to make out and hand over to him a document called an "air consignment note"; every consignor has the right to require the carrier to accept this document.

(*2*) The absence, irregularity or loss of this document does not affect the existence or the validity of the contract of carriage which shall, subject to the provisions of rule 9, be nonetheless governed by these rules.

6. (*1*) The air consignment note shall be made out by the consignor in three original parts and be handed over with the goods.

(*2*) The first part shall be marked "for the carrier" and shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier and shall accompany the goods. The third part shall be signed by the carrier and handed by him to the consignor after the goods have been accepted.

(*3*) The carrier shall sign an acceptance of the goods.

(*4*) The signature of the carrier may be stamped; that of the consignor may be printed or stamped.

(*5*) If, at the request of the consignor, the carrier makes out the air consignment note, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

7. The carrier of goods has the right to require the consignor to make out separate consignment notes when there is more than one package.

8. The air consignment note shall contain the following particulars:—

(*a*) the place and date of its execution;

(*b*) the place of departure and of destination;

(*c*) the agreed stopping places, provided that the carrier may reserve the right to alter the stopping places in case of necessity, and that if he exercises that right the alteration shall not have the effect of depriving the carriage of its international character;

(*d*) the name and address of the consignor;

(*e*) the name and address of the first carrier;

(*f*) the name and address of the consignee, if the case so requires;

(*g*) the nature of the goods;

(*h*) the number of the packages, the method of packing and the particular marks or numbers upon them;

(*i*) the weight, the quantity and the volume or dimensions of the goods;

(*j*) the apparent condition of the goods and of the packing;

(*k*) the freight, if it has been agreed upon, the date and place of payment, and the person who is to pay it;

(*l*) if the goods are sent for payment on delivery, the price of the goods, and if the case so requires, the amount of the expenses incurred;

(*m*) the amount of the value declared in accordance with rule 22(*2*);

(*n*) the number of parts of the air consignment note;

(*o*) the documents handed to the carrier to accompany the air consignment note;

(*p*) the time fixed for the completion of the carriage and a brief note of the route to be followed, if these matters have been agreed upon;

(*q*) a statement that the carriage is subject to the rules relating to liability contained in this Schedule.

9. If the carrier accepts goods without an air consignment note having been made out, or if the air consignment note does not contain all the particulars set out in rule 8 (*a*) to (*i*) inclusive and (*q*), the carrier shall not be entitled to avail himself of the provisions of this Schedule which exclude or limit his liability.

10. (*1*) The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air consignment note.

(*2*) The consignor will be liable for all damage suffered by the carrier or any other person by reason of the irregularity, incorrectness or incompleteness of the said particulars and statements.

11. (*1*) The air consignment note is *prima facie* evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.

(*2*) The statements in the air consignment note relating to the weight, dimensions and packing of the goods, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated; those relating to the quantity, volume and condition of the goods do not constitute evidence against the carrier except so far as they both have been, and are stated in the air consignment note to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the goods.

12. (*1*) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the goods by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey on any landing or, by calling for them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by requiring them to be returned to the aerodrome of departure. He must not exercise the right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(*2*) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(*3*) If the carrier obeys the orders of the consignor for the disposition of the goods without requiring the production of the part of the air consignment note delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air consignment note.

(*4*) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with rule13. Nevertheless, if the consignee declines to accept the consignment note or the goods, or if he cannot be communicated with, the consignor resumes his rights of dispositions.

13. (*1*) Except in the circumstances set out in rule 12, the consignee is entitled, on arrival of the goods at the place of destination, to require the carrier to hand over to him the air consignment note and to deliver the goods to him, on payment of the charges due and on complying with the conditions of carriage set out in the air consignment note.

(*2*) Uuless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the goods arrive.

(*3*) If the carrier admits the loss of the goods, or if the goods have not arrived at the expiration of seven days after the date on which they ought to have arrived, the consignee is entitled to put into force against the carrier the rights which flow from the contract of carriage.

14. The consignor and the consignee can respectively enforce all the rights given to them by rules 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

15. (*1*) Rules 12, 13 and 14 do not affect either the relations of the consignor or the consignee, with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(*2*) The provisions of rules 12, 13 and 14 can only be varied by express provision in the air consignment note.

16. (*1*) The consignor must furnish such information and attach to the air consignment note such documents as are necessary to meet the formalities of customs, octroi or police before the goods can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his agents.

(*2*) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

CHAPTER III

LIABILITY OF THE CARRIER

17. The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

18. (*1*) The carrier is liable for damage sustained in the event of the destruction or loss of, or of damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.

(*2*) The carriage by air within the meaning of sub-rule (*1*) comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft or, in the case of a landing outside an aerodrome, in any place whatsoever.

(*3*) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transhipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

19. The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or goods.

20. (*1*) The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

(*2*) In the carriage of goods and luggage the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

21. If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the Court may exonerate the carrier wholly or partly from his liability.

22. (*1*) In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 1,25,000 francs. Where damages may be awarded in the form of periodical payments, the equivalent

capital value of the said payments shall not exceed 1,25,000 francs. Nevertheless, by special contract the carrier and the passenger may agree to a higher limit of liability.

(*2*) In the carriage of registered luggage and of goods, the liability of the carrier is limited to a sum of 250 francs per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of the value at delivery and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the actual value to the consignor at delivery.

(*3*) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,000 francs per passenger.

(*4*) The sums mentioned in this rule shall be deemed to refer to the French franc consisting of sixty-five and a half milligrammes gold of millesimal fineness nine hundred.

23. (*1*) Any provision tending to relieve the carrier of liability or to fix a lower limit then that which is laid down in these rules shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract which shall remain subject to the provisions of this Schedule.

24. (*1*) In the cases covered by rules 18 and 19 any action for damages, however founded, can only brought subject to the conditions and limits set out in this Schedule.

(*2*) In the cases covered by rule 17, the provisions of sub-rule (*1*) also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

25. (*1*) The carrier shall not be entitled to avail himself of the provisions of this Schedule which exclude or limit his liability, if the damage is caused by his wilful misconduct or by such default on his part as is in the opinion of the Court equivalent to wilful misconduct.

(*2*) Similarly the carrier shall not be entitled to avail himself of the said provisions, if the damage is caused as aforesaid by any agent of the carrier acting within the scope of his employment.

26. (*1*) Receipt by the person entitled to delivery of luggage or goods without complaint is *prima facie* evidence that the same have been delivered in good condition and in accordance with the document of carriage.

(*2*) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within three days from the date of receipt in the case of luggage and seven days from the date of receipt in the case of goods. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the luggage or goods have been placed at his disposal.

(*3*) Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.

(*4*) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

27. In the case of the death of the person liable, an action for damages lies in accordance with these rules against those legally representing his estate.

28. An action for damages must be brought at the option of the plaintiff, either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.

29. The right of damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

30. (*1*) In the case of carriage to be performed by various successive carriers and falling within the definition set out in sub-rule (*4*) of rule 1, each carrier who accepts passengers, luggage or goods is subjected to the rules set out in this Schedule, and is deemed to be one of the contracting parties to the

contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(*2*) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

(*3*) As regards luggage or goods, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

CHAPTER IV

PROVISIONS RELATING TO COMBINED CARRIAGE

31. (*1*) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Schedule apply only to the carriage by air, provided that the carriage by air falls within the terms of rule 1.

(*2*) Nothing in this Schedule shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions ralating to other modes of carriage, provided that the provisions of this Schedule are observed as regards the carriage by air.

CHAPTER V

GENERAL AND FINAL PROVISIONS

32. Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Schedule, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to these rules, if the arbitration is to take place in the territory of one of the High Contracting Parties within one of the jurisdiction referred to in rule 28.

33. Nothing contained in this Schedule shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Schedule.

34. This Schedule does not apply to international carriage by air performed by way of experimental trial by air navigation undertakings with the view to the establishment of a regular line of air navigation, nor does it apply to carriage performed in extraordinary circumstances outside the normal scope of an aircarrier’s business.

35. The expression “days” when used in these rules means current days, not working days.

36. When a High Contracting Party has declared at the time of ratification of or of accession to the Convention that sub-rule (*1*) of rule 2 of these rules shall not apply to international carriage by air performed directly by the State, its colonies, protectorates or mandated territories or by any other territory under its sovereignty suzerainty or authority, these rules shall not apply to international carriage by air so performed.

THE SECOND SCHEDULE

(*See* section 4)

RULES

CHAPTER I

SCOPE-DEFINITIONS

1. (*1*) These rules apply to all international carriage of persons, baggage or cargo performed by aircraft for reward. They apply equally to gratuitous carriage by aircraft performed by an air transport undertaking.

(*2*) In these rules, "High Contracting Party" means a High Contracting Party to the amended Convention.

(*3*) for the purposes of these rules, the expression "International carriage" means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transhipment, are situated either within the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of these rules.

(*4*) Carriage to be performed by several successive air carriers is deemed, for the purposes of these rules, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

2. (*1*) These rules apply to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in rule 1.

(*2*) These rules shall not apply to carriage of mail and postal packages.

CHAPTER II

DOCUMENTS OF CARRIAGE

Part I.—*Passenger ticket*

3. (*1*) In respect of the carriage of passengers a ticket shall be delivered containing:

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(*c*) a notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the amended Convention may be applicable and that the amended Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss, or damage to, baggage.

(*2*) The passenger ticket shall constitute *prima facie* evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, nonetheless,be subject to these rules. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by sub-rule (*1*) (*c*) of this rule, the carrier shall not be entitled to avail himself of the provisions of rule 22.

Part II.—*Baggage check*

4. (*1*) In respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of sub-rule (*1*) of rule 3 shall contain:

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(*c*) a notice to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the amended Convention may be applicable and that the amended Convention governs and in most cases limits the liability of carriers in respect of loss of, or damage to, baggage.

(*2*) The baggage check shall constitute *prima facie* evidence of the registration of the baggage and of the conditions of the contract of carriage. The absence, irregularity or loss of the baggage check does not affect the existence or the validity of the contract of carriage which shall, nonetheless, be subject to these rules. Nevertheless, if the carrier takes charge of the baggage without a baggage check having been delivered or if the baggage check [unless combined with or incorporated in the passenger ticket which complies with the provisions of sub-rule (*1*) (*c*) of rule 3] does not include the notice required by sub-rule (*1*) (*c*) of this rule, he shall not be entitled to avail himself of the provisions of sub-rule (*2*) of rule 22.

Part III.*—Air waybill*

5. (*1*) Every carrier of cargo has the right to require the consignor to make out and hand over to him a document called an "air waybill"; every consignor has the right to require the carrier to accept this document.

(*2*) The absence, irregularity or loss of this document does not affect the existence or the validity of the contract of carriage which shall, subject to the provisions of rule 9, be nonetheless governed by these rules.

6. (*1*) The air waybill shall be made out by the consignor in three original parts and be handed over with the cargo.

(*2*) The first part shall be marked "for the carrier", and shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier and shall accompany the cargo. The third part shall be signed by the carrier and handed by him to the consignor after the cargo has been accepted.

(*3*) The carrier shall sign prior to the loading of the cargo or board the aircraft.

(*4*) The signature of the carrier may be stamped; that of the consignor may be printed or stamped.

(*5*) If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

7. The carrier of cargo has the right to require the consignor to make out separate waybills when there is more than one package.

8. The air waybill shall contain:

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;

(*c*) a notice to the consignor to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the amended Convention may by applicable and that the amended Convention governs and in most cases limits the liability of carriers in respect of loss of, or damage to, cargo.

9. If, with the consent of the carrier, cargo is loaded on board the aircraft without an air waybill having been made out, or if the air waybill does not include the notice required by rule 8(*c*), the carrier shall not be entitled to avail himself of the provisions of sub-rule (*2*) of rule 22.

10. (*1*) The consignor is responsible for the correctness of the particulars and statements relating to the cargo which he inserts in the air waybill.

(*2*) The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor.

11. (*1*) The air waybill is *prima facie* evidence of the conclusion of the contract, of the receipt of the cargo and of the conditions of carriage.

(*2*) The statements in the air waybill relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill to have been, checked by him in the presence of the consignor, or relate to the apparent condition of the cargo.

12. (*1*) Subject to his liability to carry out all his obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the aerodrome of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air waybill, or by requiring it to be returned to the aerodrome of departure. He must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and he must repay any expenses occasioned by the exercise of this right.

(*2*) If it is impossible to carry out the orders of the consignor the carrier must so inform him forthwith.

(*3*) If the carrier obeys the orders of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill delivered to the latter, he will be liable, without prejudice to his right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill.

(*4*) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with rule.

13. Nevertheless, if the consignee declines to accept the waybill or the cargo, or if he cannot be communicated with, the consignor resumes his right of disposition.

13. (*1*) Except in the circumstances set out in the preceding rule, the consignee is entitled on arrival of the cargo at the place of destination to require the carrier to hand over to him the air waybill and to deliver the cargo to him, on payment of the charges due and on complying with the conditions of carriage set out in the air waybill.

(*2*) Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

(*3*) If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee is entitled to put into force against the carrier the rights which flow from the contract of carriage.

14. The consignor and the consignee can respectively enforce all the rights given to them by rules 12 and 13, each in his own name, whether he is acting in his own interest or in the interest of another, provided that he carries out the obligations imposed by the contract.

15. (*1*) Rules 12, 13 and 14 do not affect either the relations of the consignor or the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(*2*) The provisions of rules 12, 13 an xpress provision in the air waybill.

(*3*) Nothing in these rules prevents the issue of a negotiable air waybill.

16. (*1*) The consignor must furnish such information and attach to the air waybill such documents as are necessary to meet the formalities of customs, octroi or police before the cargo can be delivered to the consignee. The consignor is liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier or his servants or agents.

(*2*) The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.

CHAPTER III

LIABILITY OF THE CARRIER

17. The carrier is liable for damage sustained in the event of the death or wounding of a passenger or a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

18. (*1*) The carrier is liabile for damage sustained in the event of the destruction or loss of, or of damage to, any registered baggage or any cargo, if the occurrence which caused the damage so sustained took place during the carriage by air.

(*2*) The carriage by air within the meaning of the preceding sub-rule comprises the period during which the baggage or cargo is in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.

(*3*) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transhipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

19. The carrier is liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo.

20. The carrier is not liable if he proves that he and his servants or agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

21. If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

22. (*1*) In the carriage of persons the liability of the carrier for each passenger is limited to the sum of 2,50,000 francs. Where, in accordance with the law of the Court seized of the case, damages may be awarded in the form of periodical payments the equivalent capital value of the said payments shall not exceed 2,50,000 francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

(*2*) (*a*) In the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of 250 francs per kilogramme, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special delaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that that sum is greater than the passenger’s or consignor’s actual interest in delivery at destination.

(*b*) In the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air

waybill, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(*3*) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to 5,00 francs per passenger.

(*4*) The limits prescribed in this rule shall not prevent the Court from awarding, in accordance with its own law, in addition, the whole or part of the Court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding Court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

(*5*) The sums mentioned in francs in this rule shall be deemed to refer to a currency unit consisting of sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies of the date of judgment.

23. (*1*) Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in these rules shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of these rules.

(*2*) Sub-rule (*1*) of this rule shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

24. (*1*) In the cases covered by rules 18 and 19 any action for damages, however founded, can only be brought subject to the conditions and limits set out in these rules.

(*2*) In the cases covered by rule 17, the provisions of the preceding sub-rule also apply, without prejudice to the questions as to who are the persons who have the right to bring suit and what are their respective rights.

25. The limits of liability specified in rule 22 shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment.

26. (*1*) If an action is brought against a servant or agent of the carrier arising out of damage to which these rules relate, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the limits of liability which that carrier himself is entitled to invoke under rule 22.

(*2*) The aggregate of the amounts recoverable from the carrier, his servants and agents, in that case, shall not exceed the said limits.

(*3*) The provisions of sub-rules (*1*) and (*2*) of this rule shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

27. (*1*) Receipt by the person entitled to delivery of baggage or cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the document of carriage.

(*2*) In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and at the latest, within seven days from the date of receipt in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.

(*3*) Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times afor

(*4*) Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

28. In the case of the death of the person liable, an action for damages lies in accordance with the terms of these rules against those legally representing his estate.

29. *(1*) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an estabilishment by which the contract has been made or before the Court having jurisdiction at the place of destination.

(*2*) Questions of procedure shall be governed by the law of the Court seized of the case.

30. (*1*) The right to damages shall be extinguished if an action is not brought within two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(*2*) The method of calculating the period of limitation shall be determined by the law of the Court seized of the case.

31. (*1*) In the case of carriage to be performed by various successive carriers and falling within the definition set out in sub- rule (*3*) of rule 1, each carrier who accepts passengers, baggage or cargo is subjected to the rules set out in this Schedule, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.

(*2*) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.

(*3*) As regards baggage or cargo, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during which the destruction, loss, damage or delay took place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

CHAPTER IV

PROVISIONS RELATING TO COMBINED CARRIAGE

32. (*1*) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of this Schedule apply only to the carriage by air, provided that the carriage by air falls within the terms of rule 1.

(*2*) Nothing in this Schedule shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Schedule are observed as regards the carriage by air.

CHAPTER V

GENERAL AND FINAL PROVISIONS

33. Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Schedule, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of cargo arbitration clauses are allowed, subject to these rules, if the arbitration is to take place within one of the jurisdictions referred to in sub-rule (*1*) of rule 29.

34. Nothing contained in this Schedule shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Schedule.

35. The provisions of rules 3 to 9 (inclusive) relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of an air carrier's business.

36. The expression "days" when used in these rules means current days, not working days.

[1][THE THIRD SCHEDULE

(*See* section 4A)

RULES

CHAPTER I

SCOPE OF APPLICATION

1. (*1*) These rules shall apply to all international carriage of persons, baggage or cargo performed by aircraft for reward. They shall apply also to such carriage when performed gratuitously by an air transport undertaking.

(*2*) In these rules, unless the context otherwise requires,—

(*a*) "baggage" means both checked baggage and unchecked baggage;

(*b*) "days" means calendar days and not working days;

(*c*) "depository" means the International Civil AviationOrganisation;

(*d*) "State Party" means a signatory or acceding State to the Montreal Convention whose instrument of ratification or accession has been deposited with the depository.

(*3*) For the purposes of these rules, the expression "international carriage" means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transhipment, are situated either within the territories of two State Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party. A carriage between two points within the territory of a single State Party without an agreed stopping place within the territory of another State shall not be deemed to be international carriage for the purposes of these rules.

(*4*) A carriage to be performed by several successive air carriers shall be deemed for the purposes of these rules, to be one undivided carriage if it has been regarded by the parties as a single operation, whether it has been agreed upon under the form of a single contract or of a series of contracts, and it shall not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

(*5*) These rules shall apply also to carriage as set out in Chapter V, subject to the terms contained therein.

2. (*1*) These rules shall apply to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in rule 1.

(*2*) In the carriage of postal items, the carrier shall be liable only to the relevant postal administration in accordance with the rules applicable to the relationship between the carriers and the postal administration.

(*3*) Except as provided in sub-rule (*2*), these rules shall not apply to the carriage of postal items.

CHAPTER II

DOCUMENTATION AND DUTIES OF THE PARTIES RELATING TO THE CARRIAGE OF PASSENGERS, BAGGAGE AND CARGO

3. (*1*) In respect of carriage of passengers, an individual or collective document of carriage shall be delivered containing—

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one of such stopping places.

1. Ins. by Act 28 of 2009, s. 10 (w.e.f. 1-7-2009).

(*2*) Any other means which preserves the information indicated in sub-rule (*1*) may be substituted for the delivery of the document referred to in that sub-rule. If any such other means is used, the carrier shall offer to deliver to the passenger a written statement of the information so preserved.

(*3*) The carrier shall deliver to the passenger a baggage identification tag for each piece of checked baggage.

(*4*) The passenger shall be given written notice to the effect that where these rules are applicable it governs and may limit the liability of carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay.

(*5*) Non-compliance with the provisions of sub-rules (*1*), (*2*) and (*3*) shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to these rules including those relating to limitation of liability.

4. (*1*) In respect of the carriage of cargo, an air waybill shall be delivered.

(*2*) Any other means which preserves a record of the carriage to be performed may be substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if so requested by the consignor, deliver to the consignor a cargo receipt permitting identification of the consignment and access to the information contained in the record preserved by such other means.

5. The air waybill or the cargo receipt shall include—

(*a*) an indication of the places of departure and destination;

(*b*) if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one of such stopping places; and

(*c*) an indication of the weight of the consignment.

6. The consignor may be required, if necessary to meet the formalities of customs, police and similar public authorities, to deliver a document indicating the nature of the cargo. This provision shall not create for the carrier any duty, obligation or liability resulting therefrom.

7. (*1*) The air waybill shall be made out by the consignor in three original parts. The first part shall be marked “for the carrier” and it shall be signed by the consignor. The second part shall be marked “for the consignee” and it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been accepted.

(*2*) The signature of the carrier and of the consignor may be printed or stamped.

(*3*) If, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.

8. When there is more than one package—

(*a*) the carrier has the right to require the consignor to make out separate air waybills;

(*b*) the consignor has the right to require the carrier to deliver separate cargo receipts when the other means referred to in sub-rule (*2*) of rule 4 are used.

9. Non-compliance with the provisions of rules 4, 5, 6, 7 and 8 shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to these rules including those relating to limitation of liability.

10. (*1*) The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to the carrier for

insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in sub-rule (*2*) of rule 4. The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.

(*2*) The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.

(*3*) Subject to the provisions of sub-rules (*1*) and (*2*), the carrier shall indemnify the consignor against all damages suffered by it, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in sub-rule (*2*) of rule 4.

11. (*1*) The air waybill or the cargo receipt shall be *prima facie* evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.

(*2*) Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are *prima facie* evidence of the facts stated therein; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor, or relate to the apparent condition of the cargo.

12. (*1*) Subject to its liability to carry out all its obligations under the contract of carriage, the consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or destination, or by stopping it in the course of the journey on any landing, or by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated, or by requiring it to be returned to the airport of departure. The consignor shall not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and shall reimburse any expenses occasioned by the exercise of this right.

(*2*) If it is impossible to carry out the instructions of the consignor, the carrier shall so inform the consignor forthwith.

(*3*) If the carrier carries out the instructions of the consignor for the disposition of the cargo without requiring the production of the part of the air waybill or the cargo receipt delivered to the latter, the carrier shall be liable, without prejudice to its right of recovery from the consignor, for any damage which may be caused thereby to any person who is lawfully in possession of that part of the air waybill or the cargo receipt.

(*4*) The right conferred on the consignor ceases at the moment when that of the consignee begins in accordance with rule 13. Nevertheless, if the consignee declines to accept the cargo, or cannot be communicated with, the consignor shall resume its right of disposition.

13. (*1*) Except when the consignor has exercised its right under rule 12, the consignee shall be entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the cargo to it, on payment of the charges due and on complying with the conditions of carriage.

(*2*) Unless it is otherwise agreed, it shall be the duty of the carrier to give notice to the consignee as soon as the cargo arrives.

(*3*) If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of seven days after the date on which it ought to have arrived, the consignee shall be entitled to enforce against the carrier the rights which flow from the contract of carriage.

14. The consignor and the consignee may respectively enforce all the rights given to them by rules 12 and 13, each in its own name, whether it is acting in its own interest or in the interest of another, provided that it carries out the obligations imposed by the contract of carriage.

15. (*1*) The provisions of rules 12, 13 and 14 shall not affect either the relations of the consignor and the consignee with each other or the mutual relations of third parties whose rights are derived either from the consignor or from the consignee.

(*2*) The provisions of rules 12, 13 and 14 shall be varied only by express provision in the air waybill or the cargo receipt.

16. (*1*) The consignor shall furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee. The consignor shall be liable to the carrier for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.

(*2*) The carrier shall be under no obligation to enquire into the correctness or sufficiency of such information or documents.

CHAPTER III

LIABILITY OF THE CARRIER AND EXTENT OF COMPENSATION FOR DAMAGES

17. (*1*) The carrier shall be liable for damages sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

(*2*) The carrier shall be liable for damages sustained in case of destruction or loss of, or of damage to checked baggage upon condition only that the event which caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the carrier. However, the carrier shall not be liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. In the case of unchecked baggage, including personal items, the carrier is liable if the damage has resulted from its fault or that of its servants or agents.

(*3*) If the carrier admits the loss of the checked baggage, or if the checked baggage has not arrived at the expiration of twenty-one days after the date on which it ought to have arrived, the passenger shall be entitled to enforce against the carrier the rights which flow from the contract of carriage.

18. (*1*) The carrier shall be liable for damages sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained took place during the carriage by air.

(*2*) However, the carrier shall not be liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:—

(*a*) inherent defect, quality or vice of that cargo;

(*b*) defective packing of that cargo performed by a person other than the carrier or its servants or agents;

(*c*) an act of war or an armed conflict; and

(*d*) an act of public authority carried out in connection with the entry, exit or transit of the cargo.

(*3*) The carriage by air within the meaning of sub-rule (*1*) comprises the period during which the cargo is in charge of the carrier.

(*4*) The period of the carriage by air shall not extend to any carriage by land, by sea or by inland waterway performed outside an airport. If, however, such carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or transhipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air. If a carrier, without the consent of the consignor, substitutes carriage by another mode of transport for the whole or part of a carriage intended by the agreement between the parties to be carriage by air, such carriage by another mode of transport is deemed to be within the period of carriage by air.

19. The carrier shall be liable for damage occasioned by delay in the carriage by air of passengers, baggage or cargo. Nevertheless, the car mage occasioned by delay if it proves

that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

20. If the carrier proves that the damages was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When by reason of death or injury of a passenger compensation is claimed by a person other than the passenger, the carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger. This rule applies to all the liability provisions of these rules, including sub-rule (*1*) of rule 21.

21. (*1*) For damages arising under sub-rule (*1*) of rule 17 not exceeding one lakh Special Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability.

(*2*) The carrier shall not be liable for damages arising under sub-rule (*1*) of rule 17 to the extent that they exceed for each passenger one lakh Special Drawing Rights if the carrier proves that—

(*a*) such damage was not due to the negligence or other wrongful act or omission of the carrier or its servants or agents; or

(*b*) such damage was solely due to the negligence or other wrongful act or omission of a third party.

22. (*1*) In the case of damage caused by delay as specified in rule 19 in the carriage of persons, the liability of the carrier for each passenger is limited to four thousand one hundred and fifty Special Drawing Rights.

(*2*) In the carriage of baggage, the liability of the carrier in the case of destruction, loss, damage or delay shall be limited to one thousand Special Drawing Rights for each passenger unless the passenger has made, at the time when the checked baggage was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required. In that case, the carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the passenger's actual interest in delivery at destination.

(*3*) In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or delay is limited to a sum of seventeen Special Drawing Rights per kilogramme, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required. In that case, the carrier shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.

(*4*) In the case of delay, destruction, loss or damage of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the package or packages concerned. Nevertheless, when the delay, destruction, loss or damage of a part of the cargo, or of an object contained therein, affects the value of other packages covered by the same air waybill, or the same receipt or, if they were not issued, by the same record preserved by other means referred to in sub-rule (*2*) of rule 4, the total weight of such package or packages shall also be taken into consideration in determining the limit of liability.

(*5*) The provisions of sub-rules (*1*) and (*2*) shall not apply if it is proved that the damage resulted from an act or omission of the carrier, its servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result:

Provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.

(*6*) The limits prescribed in rule 21 and in this rule shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the

amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.

23. The sums mentioned in terms of Special Drawing Right in these rules shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund and its conversion into national currencies shall, in case of judicial proceedings, be made in accordance with the method of valuation applied by the International Monetary Fund, in effect at the date of the judgment, for its operations and transactions.

24. (*1*) Without prejudice to the provisions of rule 25 and subject to sub-rule (*2*), the limits of liability prescribed in rules 21, 22 and 23 shall be reviewed by the depository at five-year intervals, the first such review to take place at the end of the fifth year following the date of coming into force of these rules. The measure of the rate of inflation to be used in determining the inflation factor shall be the weighted average of the annual rates of increase or decrease in the Consumer Price Indices of the States whose currencies comprise the Special Drawing Right mentioned in rule 23.

(*2*) If the review referred to in sub-rule (*1*) concludes that the inflation factor has exceeded ten per cent., the depositary shall notify State Parties of a revision of the limits of liability. Any such revision shall become effective six months after its notification to the State Parties. If within three months after its notification to the State Parties, a majority of the State Parties register their disapproval, the revision shall not become effective and the depositary shall refer the matter to a meeting of the State Parties. The depositary shall immediately notify all States Parties about the coming into force of any revision.

(*3*) Notwithstanding anything contained in sub-rule (*1*), the procedure referred to in sub-rule (*2*) shall be applied at any time provided that one-third of the State Parties express a desire to that effect and upon condition that the inflation factor referred to in sub-rule (*1*) has exceeded thirty per cent.since the previous revision or since the date of entry into force of the Montreal Convention if there has been no previous revision. Subsequent reviews using the procedure specified in sub-rule (*1*) shall take place at five-year intervals starting at the end of the fifth year following the date of the reviews under the provisions of this sub-rule.

25. A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability than those provided for in these rules or to no limits of liability whatsover.

26. Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in these rules shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of these rules.

27. Nothing contained in these rules shall prevent the carrier from refusing to enter into any contract of carriage, from waiving any defence available in these rules, or from laying down conditions, which are not contrary to the provisions of these rules.

28. Notwithstanding anything contained in any other law for the time being in force, where the aircraft accident results in death or injury of passengers, the carrier shall make advance payments without delay to a natural person or persons who are entitled to claim compensation in order to meet the immediate economic needs of such persons. Such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid as damages by the carrier.

29. In the carriage of passengers, baggage and cargo, any action for damages, however founded, whether under these rules or in contract or in tort or otherwise, can only be brought subject to the conditions and such limits of liability as are set out in these rules without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. In any such action, punitive, exemplary or any other non-compensatory damages shall not be recoverable.

30. (*1*) If an action is brought against a servant or agent of the carrier arising out of damage to which these rules relate, such servant or agent, if they prove that they acted within the scope of their employment, shall be entitled to avail themselves of the conditions and limits of liability which the carrier itself is entitled to invoke under these rules.

(*2*) The aggregate of the amounts recoverable from the carrier, its servants and agents, in that case, shall not exceed the said limits.

(*3*) Except in respect of the carriage of cargo, the provisions of sub-rules (*1*) and (*2*) shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with the knowledge that damage would probably result.

31. (*1*) Receipt by the person entitled to delivery of checked baggage or cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the document of carriage or with the record preserved by the other means referred to in sub-rule (*2*) of rule 3 and sub-rule (*2*) of rule 4.

(*2*) In the case of damage, the person entitled to delivery shall make a complaint to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt in the case of checked baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint shall be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.

(*3*) Every complaint shall be made in writing and given or dispatched within the period specified in sub-rule (*2*).

(*4*) If no complaint is made within the period specified in sub-rule (*2*), no action shall lie against the carrier, except in the case of fraud committed by the carrier.

32. In the case of the death of the person liable, an action for damages lies in accordance with these rules against those legally representing his or her estate.

33. (*1*) An action for damages shall be brought, at the option of the claimant of damages, in the territory of one of the State Parties, either before the court of the domicile of the carrier or of its principal place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination.

(*2*) In respect of damage resulting from the death or injury of a passenger, an action may be brought before one of the courts mentioned in sub-rule (*1*), or in the territory of a State Party in which at the time of the accident the passenger has his or her principal and permanent residence and to or from which the carrier operates services for the carriage of passengers by air, either on its own aircraft, or on another carrier's aircraft pursuant to a commercial agreement, and in which that carrier conducts its business of carriage of passengers by air from premises leased or owned by the carrier itself or by another carrier with which it has a commercial agreement.

(*3*) For the purposes of sub-rule (*2*)—

(*a*) “commercial agreement” means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;

(*b*) “principal and permanent residence” means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.

(*4*) Questions of procedure shall be governed by the law of the court seized of the case.

34.(*1*) Subject to the provisions of this rule, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under these rules shall be settled by arbitration. Such agreement shall be in writing.

(*2*) The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in rule 33.

(*3*) The arbitrator or arbitration tribunal shall apply the provisions of these rules.

(*4*) The provisions of sub-rules (*2*) and (*3*) shall be deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith shall be null and void.

35. (*1*) The right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

(*2*) The method of calculating the period shall be determined by the law of the court seized of the case.

36. (*1*) In the case of carriage to be performed by various successive carriers and falling within the definition set out in sub-rule (*4*) of rule 1, each carrier which accepts passengers, baggage or cargo shall be subject to the provisions of these rules and shall be deemed to be one of the parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under its supervision.

(*2*) In the case of carriage of this nature, the passenger or any person entitled to compensation shall be entitled to take action only against the carrier which performed the carriage during which the accident or the delay occurred, except where, by express agreement, the first carrier has assumed liability for the whole journey.

(*3*) In respect of baggage or cargo, the passenger or consignor shall have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery shall have a right of action against the last carrier, and further, each may take action against the carrier which performed the carriage during which the delay, destruction, loss or damage took place. These carriers shall be jointly and severally liable to the passenger or to the consignor or consignee.

37. Nothing in these rules shall prejudicially affect the right of a person liable for damages to take recourse against any other person.

CHAPTER IV

COMBINED CARRIAGE

38. (*1*) In the case of combined carriage performed partly by air and partly by any other mode of carriage, the provisions of these rules shall, subject to the provisions of sub-rule (*4*) of rule 18, apply only to the carriage by air, provided that the carriage by air falls within the meaning of rule 1.

(*2*) Nothing in these rules shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of these rules are observed with regard to carriage by air.

CHAPTER V

CARRIAGE BY AIR PERORMED BY A PERSON OTHER THAN THE CONTRACTING CARRIER

39. The provisions of this Chapter shall apply when a person (hereinafter referred to as the contracting carrier) as a principal makes a contract of carriage under these rules with a passenger or consignor or with a person acting on behalf of the passenger or consignor, and another person (hereinafter referred to as the actual carrier) performs, by virtue of authority from the contracting carrier, the whole or part of the carriage, but is not with respect to such part, a successive carrier within the meaning of these rules. Such authority shall be presumed in the absence of proof to the contrary.

40. If an actual carrier performs the whole or part of carriage which, according to the contract referred to in rule 39, is governed by these rules, both the contracting carrier and the actual carrier shall, except as otherwise provided in this Chapter, be subject to the provisions of these rules, the former for the whole of the carriage contemplated in the contract, the latter solely for the carriage which it performs.

41.(*1*) The acts and omissions of the actual carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the contracting carrier.

(*2*) The acts and omissions of the contracting carrier and of its servants and agents acting within the scope of their employment shall, in relation to the carriage performed by the actual carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or omission shall subject the actual carrier to liability exceeding the amounts referred to in rules 21, 22, 23 and 24. Any special agreement under which

the contracting carrier assumes obligations not imposed by the provisions of these rules or any waiver of rights or defences conferred by the provisions of these rules or any special declaration of interest in delivery at destination contemplated in rule 22 shall not affect the actual carrier unless agreed to by it.

42. Any complaint to be made or instruction to be given under the provisions of these rules to the carrier shall have the same effect whether addressed to the contracting carrier or to the actual carrier. Nevertheless, instructions referred to in rule 12 shall only be effective if addressed to the contracting carrier.

43. In relation to the carriage performed by the actual carrier, any servant or agent of that carrier or of the contracting carrier shall, if they prove that they acted within the scope of their employment, be entitled to avail themselves of the conditions and limits of liability which are applicable under the provisions of these rules to the carrier whose servant or agent they are, unless it is proved that they acted in a manner that prevents the limits of liability from being invoked in accordance with the provisions of these rules.

44. In relation to the carriage performed by the actual carrier, the aggregate of the amounts recoverable from that carrier and the contracting carrier, and from their servants and agents acting within the scope of their employment, shall not exceed the highest amount which shall be awarded against either the contracting carrier or the actual carrier under the provisions of these rules, but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to that person.

45. In relation to the carriage performed by the actual carrier, an action for damages may be brought, at the option of the complainant, against that carrier or the contracting carrier, or against both together or separately. If the action is brought against only one of these carriers, that carrier shall have the right to require the other carrier to be joined in the proceedings, the procedure and effects being governed by the law of the court seized of the case.

46. Any action for damages contemplated in rule 45 must be brought, at the option of the complainant, in the territory of one of the State Parties, either before a court in which an action may be brought against the contracting carrier, as provided under rule 33, or before the court having jurisdiction at the place where the actual carrier has its domicile or its principal place of business.

47. Any contractual provision tending to relieve the contracting carrier or the actual carrier of liability under this Chapter or to fix a lower limit than that which is applicable according to this Chapter shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Chapter.

48. Except as provided in rule 45, nothing in this Chapter shall affect the rights and obligations of the carriers between themselves, including any right of recourse or indemnification.

CHAPTER VI

GENERAL AND FINAL PROVISIONS

49. Any clause contained in the contract of carriage and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by these rules, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void.

50. State Parties shall require their carriers to maintain adequate insurance covering their liability under the provisions of these rules. A carrier may be required to furnish evidence that it maintains adequate insurance covering its liability under the provisions of these rules.

51. The provisions of rules 3, 4, 5, 7 and 8 relating to the documentation of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope of a carrier's business.

52. The expression "days" when used in this Schedule means calendar days and not working days.

ANNEXURE

[*See* sub-section (*2*) of section 3, sub-section (*2*) of section 4 and sub-section (*2*) of section 4A]

PART-I

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
1.	Afghanistan	21st May, 1969
2.	Algeria	31st August, 1964
3.	Angola	8th June, 1998
4.	Argentina	19th June, 1952
5.	Armenia	23rd February, 1999
6.	Australia	30th October, 1935
7.	Austria	27th December, 1961
8.	Azerbaijan	23rd April, 2000
9.	Bahamas	10th July, 1973
10	Bahrain	10th June, 1998
11.	Bangladesh	26th March, 1971
12.	Barbados	30th November, 1966
13.	Belarus	25th December, 1959
14.	Belgium	11th October, 1936
15.	Benin	1st August, 1960
16.	Bolivia	29th March, 1999
17.	Bosnia and Herzegovina	6th March, 1992
18.	Botswana	30th September, 1966
19.	Brazil	13th February, 1933
20.	Brunei Darussalam	1st January, 1984
21.	Bulgaria	23rd September, 1949
22.	Burkina Faso	9th March, 1962
23.	Cambodia	12th March, 1997
24.	Cameroon	1st January, 1960
25.	Canada	8th September, 1947
26.	Cape Verde	8th May, 2002
27.	Chile	31st May, 1979
28.	China	18th October, 1958
29.	Colombia	13th November, 1966
30.	Comoros	9th September, 1991

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
31.	Congo	15th August, 1960
32.	Costa Rica	8th August, 1984
33.	Cote d'Ivoire	7th August, 1960
34.	Croatia	8th October, 1991
35.	Cuba	19th October, 1964
36.	Cyprus	16th August, 1960

37.	Czech Republic	1st January, 1993
38.	Democratic People's Republic of Korea	30th May, 1961
39.	Democratic Republic of the Congo	30th June, 1960
40.	Denmark	1st October, 1937
41.	Dominican Republic	25th May, 1972
42.	Ecuador	1st March, 1970
43.	Egypt	5th December, 1955
44.	El Salvador	
45.	Equatorial Guinea	19th March, 1989
46.	Estonia	14th June, 1998
47.	Ethiopia	12th November, 1950
48.	Fiji	10th October, 1970
49.	Finland	1st October, 1937
50.	France	13th February, 1933
51.	Gabon	16th May, 1969
52.	Germany	29th December, 1933
53.	Ghana	9th November, 1997
54.	Greece	11th April, 1938
55.	Grenada	
56.	Guatemala	4th May, 1997
57.	Guinea	10th December, 1961
58.	Honduras	25th September, 1994
59.	Hungary	27th August, 1936
60.	Iceland	19th November, 1948
61.	India	15th August, 1947

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
62.	Indonesia	17th August, 1945
63.	Iran (Islamic Republic of)	6th October, 1975
64.	Iraq	26th September, 1972
65.	Ireland	19th December, 1935
66.	Israel	6th January, 1950
67.	Italy	15th May, 1933
68.	Japan	18th August, 1953
69.	Jordan	25th May, 1946
70.	Kazakhstan	
71.	Kenya	12th December, 1963
72.	Kuwait	9th November, 1975
73.	Kyrgyzstan	9th May, 2000

74.	Lao People's Democratic Republic	19th July, 1949
75.	Latvia	13th February, 1933
76.	Lebanon	22nd November, 1943
77.	Lesotho	4th October, 1966
78.	Liberia	31st July, 1942
79.	Libyan Arab Jamahiriya	14th August, 1969
80.	Liechtenstein	7th August, 1934
81.	Lithuania	
82.	Luxembourg	5th January, 1950
83.	Madagascar	26th June, 1960
84.	Malawi	25th January, 1978
85.	Malaysia	16th September, 1963
86.	Maldives	11th January, 1996
87.	Mali	26th April, 1961
88.	Malta	21st September, 1964
89.	Mauritania	4th November, 1962
90.	Mauritius	15th January, 1990
91.	Mexico	15th May, 1933
92.	Monaco	
93.	Mongolia	29th July, 1962

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
94.	Morocco	5th April, 1958
95.	Myanmar	4th January, 1948
96.	Nauru	31st January, 1968
97.	Nepal	13th May, 1966
98.	Netherlands	29th September, 1933
99.	New Zealand	5th July, 1937
100.	Niger	3rd August, 1960
101.	Nigeria	1st October, 1960
102.	Norway	1st October, 1937
103.	Oman	4th November, 1976
104.	Pakistan	14th August, 1947
105.	Panama	10th February, 1997
106.	Papua New Guinea	16th September, 1975
107.	Paraguay	26th November, 1969
108.	Peru	3rd October, 1998
109.	Philippines	7th February, 1991
110.	Poland	13th February, 1933
111.	Portugal	18th June, 1947

112.	Qatar	22nd March, 1987
113.	Republic of Korea	
114.	Republic of Moldova	19th June, 1997
115.	Romania	13th February, 1933
116.	Russian Federation	18th November, 1934
117.	Rwanda	1st July, 1962
118.	Saint Vincent and Grenadines	27th October, 1979
119.	Samona	1st January, 1962
120.	Saudi Arabia	27th April, 1969
121.	Senegal	17th September, 1964
122.	Serbia and Montenegro	27th April, 1992
123.	Seychelles	22nd September, 1980
124.	Sierra Leone	27th April, 1961
125.	Singapore	3rd December, 1971

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
126.	Slovakia	1st January, 1993
127.	Slovenia	25th June, 1991
128.	Solomon Islands	7th July, 1978
129.	South Africa	22nd March, 1955
130.	Spain	13th February, 1933
131.	Sri lanka	4th February, 1948
132.	Sudan	12th May, 1975
133.	Suriname	28th September, 2003
134.	Swaziland	
135.	Sweden	1st October, 1937
136.	Switzerland	7th August, 1934
137.	Syrian Arab Republic	2nd March, 1959
138.	The former Yugoslav Republic of Macedonia	17th September, 1991
139.	Togo	30th September, 1980
140.	Tonga	4th June, 1970
141.	Trinidad and Tobago	31st August, 1962
142.	Tunisia	13th February, 1964
143.	Turkey	23rd June, 1978
144.	Turkmenistan	20th March, 1995
145.	Uganda	22nd October, 1963
146.	Ukraine	12th November, 1959
147.	United Arab Emirates	3rd July, 1986
148.	United Kingdom	15th May, 1933
149.	United Kingdom for the following territories: - Bermuda - British Antarctic Territory	3rd March, 1935

	-Cayman, Turks, and Calcos Islands -Akrotiri and Dhekelia -Falkland Islands and Dependencies -Hong Kong -Monsserrat St. Helena and Ascension	
150.	United Republic of Tanzania	6th July, 1965
151.	United States	29th October, 1934
152.	Uruguay	2nd October, 1979

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
153.	Uzbekistan	28th May, 1997
154.	Vanuatu	24th January, 1982
155.	Venezuela	13th September, 1955
156.	Vietnam	9th January, 1983
157.	Yemen	4th August, 1982
158.	Zambia	24th October, 1964
159.	Zimbabwe	18th April, 1980

PART-II

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
1.	Afghanistan	21st May, 1969
2.	Algeria	31st August, 1964
3.	Angola	8th June, 1998
4.	Argentina	10th September, 1969
5.	Australia	1st August, 1963
6.	Austria	24th June, 1971
7.	Azerbaijan	23rd April, 2000
8.	Bahamas	10th July, 1973
9.	Bahrain	10th June, 1998
10.	Bangladesh	26th March, 1971
11.	Belarus	1st August, 1963
12.	Belgium	25th November, 1963
13.	Benin	1st August, 1963
14.	Bosnia and herzegovina	6th March, 1992
15.	Brazil	14th September, 1964
16.	Bulgaria	13th March, 1964
17.	Cambodia	12th March, 1997
18.	Cameroon	1st August, 1963
19.	Canada	17th July, 1964
20.	Cape Verde	8th May, 2002
21.	Chile	31st May, 1979
22.	China	18th November, 1975

23.	Colombia	13th November, 1966
24.	Congo	1st August, 1963
25.	Costa Rica	8th August, 1984

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
26.	Cote d'Ivoire	1st August, 1963
27.	Croatia	8th October, 1991
28.	Cuba	28th November, 1965
29.	Cyprus	21st October, 1970
30.	Czech Republic	1st January, 1993
31.	Democratic People's Republic of Korea	2nd February, 1981
32.	Denmark	1st August, 1963
33.	Dominican Republic	25th May, 1972
34.	Ecuador	1st March, 1970
35.	Egypt	1st August, 1963
36.	El Salvador	1st August, 1963
37.	Estonia	14th June, 1998
38.	Fiji	10th October, 1970
39.	Finland	23rd August, 1977
40.	France	1st August, 1963
41.	Gabon	16th May, 1969
42.	Germany	1st August, 1963
43.	Ghana	9th November, 1997
44.	Greece	21st September, 1965
45.	Grenada	13th November, 1985
46.	Guatemala	26th October, 1971
47.	Guinea	7th January, 1991
48.	Hungary	1st August, 1963
49.	Iceland	1st August, 1963
50.	India	15th May, 1973
51.	Iran (Islamic Republic of)	6th October, 1975
52.	Iraq	1st August, 1963
53.	Ireland	1st August, 1963
54.	Israel	3rd November, 1964
55.	Italy	2nd August, 1963
56.	Japan	8th November, 1967
57.	Jordan	13th February, 1974

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
58.	Kazakhstan	28th November, 2002

59.	Kenya	4th October, 1999
60.	Kuwait	9th November, 1975
61.	Kyrgyzstan	9th May, 2000
62.	Lao People's Democratic Republic	1st August, 1963
63.	Latvia	31st December, 1998
64.	Lebanon	8th August, 1978
65.	Lesotho	15th January, 1976
66.	Libyan Arab Jamahiriya	14th August, 1969
67.	Liechtenstein	3rd April, 1966
68.	Lithuania	19th February, 1997
69.	Luxembourg	1st August, 1963
70.	Madagascar	1st August, 1963
71.	Malawi	7th September, 1971
72.	Malaysia	19th December, 1974
73.	Maldives	11th January, 1996
74.	Mali	29th March, 1964
75.	Mauritius	15th January, 1990
76.	Mexico	1st August, 1963
77.	Monaco	8th July, 1979
78.	Morocco	15th February, 1976
79.	Nauru	31st January, 1968
80.	Nepal	13th May, 1966
81.	Netherlands	1st August, 1963
82.	New Zealand	14th June, 1967
83.	Niger	1st August, 1963
84.	Nigeria	29th September, 1969
85.	Norway	1st August, 1963
86.	Oman	2nd November, 1987
87.	Pakistan	1st August, 1963
88.	Panama	10th February, 1997
89.	Papua New Guinea	16th September, 1975
90.	Paraguay	26th November, 1969
91.	Peru	3rd October, 1988

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
92.	Philippines	28th February, 1967
93.	Poland	1st August, 1963
94.	Portugal	15th December, 1963
95.	Qatar	22nd March, 1987
96.	Republic of Korea	11th October, 1967
97.	Republic of Mo	ne, 1997

98.	Romania	1st August, 1963
99.	Russian Federation	1st August, 1963
100.	Rwanda	27th March, 1991
101.	Saint Vincent and the Grenadines	3rd March, 2002
102	Samona	14th January, 1973
103.	Saudi Arabia	27th April, 1969
104.	Senegal	17th September, 1964
105.	Serbia and Montenegro	27th April, 1992
106.	Seychelles	22nd September, 1980
107.	Singapore	4th February, 1968
108.	Slovakia	1st January, 1993
109.	Slovenia	25th June, 1991
110.	Solomon Islands	7th July, 1978
111.	South Africa	17th December, 1967
112.	Spain	6th March, 1966
113.	Sri Lanka	25th May, 1997
114.	Sudan	12th May, 1975
115.	Suriname	17th January, 2005
116.	Swaziland	18th October, 1978
117.	Sweden	1st August, 1963
118.	Switzerland	1st August, 1963
119.	Syrian Arab Republic	1st August, 1963
120.	The former Yugoslav Republic of Macedonia	17th September, 1991
121.	Togo	30th September, 1980
122.	Tonga	22nd May, 1977
123.	Trinidad and Tobago	8th August, 1983
124.	Tunisia	13th February, 1964
125.	Turkey	23rd June, 1978
126.	Ukraine	1st August, 1963
127.	United Arab Emirates	16th January, 1994
128.	United Kingdom	1st June, 1967
129.	United Kingdom for the following territories: - Bermuda - British Antarctic Territory - Cayman, Turks, and Calcos Islands	1st June, 1967

Sl. No.	High Contracting Parties to Convention	Date of enforcement of Convention
(1)	(2)	(3)
130.	United States	14th December, 2003
131.	Uzbekistan	28th May, 1997
132.	Vanuatu	24th January, 1982
133.	Venezuela	1st August, 1963
134.	Vietnam	9th January, 1983
135.	Yemen	4th August, 1982
136.	Zambia	23rd June, 1970
137.	Zimbabwe	25th January, 1981

PART-III

Sl. No	State Parties	Date of enforcement

(1)	(2)	(3)
1.	Albania	19th December, 2004
2.	Austria	28th June, 2004
3.	Bahrain	4th November, 2003
4.	Barbados	4th November, 2003
5.	Belgium	28th June, 2004
6.	Belize	4th November, 2003
7.	Benin	29th May, 2004
8.	Botswana	4th November, 2003
9.	Bulgaria	9th January, 2004
10.	Cameroon	4th November, 2003
11.	Canada	4th November, 2003
12.	Cape Verde	22nd October, 2004
13.	China	31st July, 2005
14.	Colombia	4th November, 2003
15.	Cuba	13th December, 2005
16.	Cyprus	4th November, 2003
17.	Czech Republic	4th November, 2003
18.	Denmark	28th June, 2004
19.	Egypt	25th April, 2005
20.	Estonia	4th November, 2003
21.	Finland	28th June, 2004
22.	France	28th June, 2004

Sl. No	State Parties	Date of enforcement
(1)	(2)	(3)
23.	Gambia	9th May, 2004
24.	Germany	28th June, 2004
25.	Greece	4th November, 2003
26.	Hungary	7th January, 2005
27.	Iceland	16th August, 2004
28.	Ireland	28th June, 2004
29.	Italy	28th June, 2004
30.	Japan	4th November, 2003
31.	Jordan	4th November, 2003
32.	Kenya	4th November, 2003
33.	Kuwait	4th November, 2003
34.	Latvia	15th February, 2005
35.	Lebanon	14th May, 2005
36.	Lithuania	29th January, 2005
37.	Luxembourg	28th June, 2004
38.	Maldives	30th December, 2005
39.	Malta	ly, 2004

40.	Mexico	4th November, 2003
41.	Monaco	17th October, 2004
42.	Mongolia	4th December, 2004
43.	Namibia	4th November, 2003
44.	Netherlands	28th June, 2004
45.	New Zealand	4th November, 2003
46.	Nigeria	4th November, 2003
47.	Norway	28th June, 2004
48.	Panama	4th November, 2003
49.	Paraguay	4th November, 2003
50.	Peru	4th November, 2003
51.	Portugal	4th November, 2003
52.	Qatar	14th January, 2005
53.	Romania	4th November, 2003
54.	Saint Vincent and the Grenadines	28th May, 2004
55.	Saudi Arabia	14th December, 2003
56.	Slovakia	4th November, 2003

Sl. No	State Parties	Date of enforcement
(1)	(2)	(3)
57.	Slovenia	4th November, 2003
58.	Spain	28th June, 2004
59.	Sweden	28th June, 2004
60.	Switzerland	5th September, 2005
61.	Syrian Arab Republic	4th November, 2003
62.	The Former Yugoslav Republic of Macedonia	4th November, 2003
63.	Tonga	19th January, 2004
64.	United Arab Emirates	4th November, 2003
65.	United Kingdom	28th June, 2004
66.	United Republic of Tanzania	4th November, 2003
67.	United States	4th November, 2003
68.	Vanuatu	8th January, 2006
69.	European Community	28th June, 2004.]