

## MEMORANDUM OF UNDERSTANDING (MOU)

1. Delegations representing the Government of the Republic of India and the Government of the State of Qatar met in New Delhi on 10-12 May 2005, to discuss matters relating to air services between the two countries. The discussions were held in a friendly and cordial atmosphere. The list of the two delegations is attached as Appendix 'A'.

2. The two sides noted that a new low-cost airline in India – Air India Express (AIE) – has planned to commence operations to Qatar. In accordance with the provision for multiple designation of airlines in the India/Qatar Air Services Agreement (ASA), the Qatar side agreed to accept the designation of AIE under the ASA. However, the Qatar side stated that AIE would be required to adhere to the tariff clause stipulated in the ASA. Both sides agreed that the designated airlines of each party would follow the tariff clause of the ASA between the two countries. The tariffs offered by the low cost carrier could be lower in comparison to the fares offered by the other carriers subject to the approval of the Aeronautical Authority of the State of Qatar.

3. The two sides agreed on the following :

- a) Schedule 2 of the Annex to the ASA shall be amended to include new Routes V (Delhi) and VI (Nagpur), as set out in Appendix 'B' to this MOU.

۲۰۰۵

۲۱

- b) Schedule 1 of the Annex to the ASA shall be amended to include any one point to be agreed as an additional beyond point under Route II, as set out in Appendix 'C' to this MOU.
- c) In addition to the existing entitlements, the designated airline(s) of Qatar shall be entitled to operate 2500 seats per week in each direction with immediate effect, subject to the following:
- i) On Route II (BOM, CCU, TRV) of Schedule 2, up to a maximum of 7 flights/1239 seats per week to/from Mumbai.
  - ii) On Route V (DEL) of Schedule 2, up to 7 flights/1904 seats per week to/from New Delhi.
  - iii) Over and above the additional 2500 seats per week mentioned above, the designated airline(s) of Qatar may operate up to 7 flights per week on Route VI (NAG) of Schedule 2. The Qatar side agreed to commence 2 out of the 7 flights at the earliest.
- e) Reciprocally, the designated airline(s) of India shall be entitled to operate an additional 2500 seats per week with immediate effect on Route II of Schedule 1 of the Annex to the ASA.
- f) The operations of the designated airline(s) of Qatar on Routes III and IV of Schedule 2 of the Annex to the ASA will continue to be subject to the currently applicable terms and conditions of the Air India/Qatar Airways Commercial Agreement, up to the extent of

←.ε

ε1

500 seats per week on each route, which would be reviewed in due course.

4. On the request of the Qatar side, Indian side agreed to have a joint meeting of the Gulf Air Owner States to resolve the situation arising out of the withdrawal of Qatar's stake in Gulf Air. Indian side also clarified that the enhancement of traffic rights as agreed upon in this MOU is in anticipation of the resolution of this issue.
5. The provisions contained in this MOU shall enter into force with immediate effect and supercede all previous MOUs to the extent applicable.

Done in New Delhi, India on 12<sup>th</sup> May 2005.



(Abdul Aziz Mohd Al-Noaimi)  
Leader of Qatari Delegation



(Satendra Singh)  
Leader of Indian Delegation

## Appendix B

### Schedule 2

The designated airline(s) of the State of Qatar shall be entitled to operate the agreed services in both directions on the following routes:

<b>Points of Origin (1)</b>	<b>Intermediate Points (2)</b>	<b>Points of Destination (3)</b>	<b>Points Beyond (4)</b>
<b>Route I</b> Points in Qatar	Points in the UAE, Muscat	Mumbai, Delhi, Kolkata, Chennai, Thiruvanthapuram	Three Points
<b>Route II</b> Points in Qatar	To be agreed	Mumbai, Kolkata, Thiruvanthapuram	To be agreed
<b>Route III</b> Points in Qatar	NIL	Hyderabad	NIL
<b>Route IV</b> Points in Qatar	NIL	Kochi	NIL
<b>Route V</b> Points in Qatar	NIL	New Delhi	NIL
<b>Route VI</b> Points in Qatar	NIL	Nagpur	NIL

#### **Notes:**

(1) The designated airline(s) of the State of Qatar may, on all or any flights, omit calling at any of the points in columns (2) and (4), provided that the services originate/terminate at a point in column (1)

(2) Not more than one point in India shall be served on any one flight. However, on Route II, Kolkata can be combined with Mumbai on the same flight without exercising traffic rights between Kolkata and Mumbai.

(3) On Route I, the designated airline(s) of the State of Qatar shall not exercise fifth freedom traffic rights between points in India and points beyond India.

(4) Intermediate and/or beyond points not specified may be served by the designated airline(s) of the State of Qatar without exercising fifth freedom traffic rights.

← 2

SL

Appendix C

**Schedule 1**

The designated airline(s) of the State of India shall be entitled to operate the agreed services in both directions on the following routes:

Points of Origin (1)	Intermediate Points (2)	Points of Destination (3)	Points Beyond (4)
<b>Route I</b> Points in India	Any Points in Asia excluding points in the UAE, Oman and Bahrain	Doha	Any Points in Europe, North America and Asia excluding points in the UAE, Oman and Bahrain
<b>Route II</b> Points in India	UAE, Oman and Bahrain and any other points to be agreed	Doha	1. Any one point out of  (i) Damascus (ii) Beirut (iii) Istanbul (iv) Amman  2. Any one point out of  (i) Paris (ii) Zurich (iii) Amsterdam (iv) Athens  3. UAE, Oman, Bahrain  4. Any one point to be agreed.

**Notes:**

(1) The designated airline(s) of India may, on all or any flights, omit calling at any of the points in columns (2) and (4), provided that the services originate/terminate at a point in column (1)

(2) The designated airline(s) of India shall be entitled to exercise intermediate and beyond 5<sup>th</sup> freedom traffic rights between Doha and the points specified in columns (2) and (4) above.

(3) Intermediate and/or beyond points not specified may be served by the designated airline(s) of India without exercising fifth freedom traffic rights.

2

2