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No. 7165837

Issued by

Passenger Ticket and Baggage Check

## # Indiam Airlines

Airlines House, New Delhi-1

Member of International Air Transport Association

Each passenger should carefully examine this ticket, particularly the conditions on the next pages.

## इंडियन एयरलाइन्स Indian Airlines

Non-International Carriage (Passenger and Baggage) Regulations, 1973.

In exercise of the powers conferred by clause (g) of sub-section (2) of section 45 of the Air Corporations Amendment Act 1971 (49 of 1971) and in supersession of the Indian Airlines (Conditions of Carriage) Regulations, 1967, the Indian Airlines, hereby makes the following Regulations relating to the conditions of non-international carriage (passenger and baggage), performed by the Indian Airlines namely:—

## 1. Short title and extent .-

- (1) These regulations may be called the Indian Airlines Non-international Carriage (Passenger and Baggage) Regulations, 1973.
- (2) These regulations apply to all non-international carriage of passengers and baggage.
- (3) These regulations do not apply to:—
  - (i) carriage of mails:

- (ii) carriage of goods; and
  (iii) carriage of employees of
  the Indian Airlines when
  they are carried for the
  purpose of performing
  any duties assigned to
  them by the Indian Airlines on the aircraft.
- 2. Definitions.—In these regulations, unless there is anything repugnant in the subject or context:
  - (1) "Government" means the Government of India:
  - (2) "Corporation" means the Indian Airlines; and
  - (3) "Non-international carriage" means carriage other than international carriage as defined in the Carriage by Air Act, 1972.
- 3. (1) The passenger ticket issued by the Corporation will be valid only for the service for which it is issued and shall not be transferable.

- (2) In the case of children under 12 years of age travelling unaccompanied, the written consent of the legal guardian shall be required.
- (3) The Corporation reserves to itself the right, without assigning any reason, to cancel or delay the commencement or continuance of the flight or to alter the stopping place or places or to deviate from the route of the journey or to change the type of aircraft in use without thereby incurring any liability in damages or otherwise to the passengers or any other person on any ground whatsoever. The Corporation also reserves to itself the right to refuse to carry any person whom it considers unfit to travel or who in the opinion of the Corporation may constitute risk to the aircraft or to the persons on board.
- 4. If at any stage it is found that the aircraft with the booked load or passengers etc. will be

- over-loaded, the Corporation will have the right to decide which passengers or articles shall be off-loaded and such decision shall be binding.
- 5. The liability of the Corporation for damage sustained in the event of the death or wounding of a passenger, or any other bodily injury suffered by a passenger, or by his registered baggage during the course of carriage by air will be governed by the provisions of Sections 4, 5, 6 and the rules contained in the second schedule of Carriage by Air Act. 1972, with certain exceptions, adaptations, modifications etc. as notified in the Government of India, Ministry of Tourism & Civil Aviation Notification No. AV. 11012/8/72-A dated 30th March, 73, published in Part II Section 3 sub-section (II) of the Gazette of India, dated 30-3-73
- (a) In particular the Corpo-

ration 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.

- (b) Subject to the provisions of sub-clause (c) below:
- (i) In the event of death of a passenger, or any bodily injury or wound suffered by a passenger which results in a permanent disablement incapacitating him from engaging in or being occupied with his usual business or occupation, the liability of the Corporation for each passenger shall Rs. 1,00,000, if the passenger be 12 or more years of age, and Rs. 50,000 if the passenger below 12 years of age, on the date

- of the accident.
- (iii) In the event of wounding of a passenger or any other bodily injury suffered by a passenger which results in a temporary disablement entirely preventing the injured passenger from attending to his usual business or occupation or duties, the liability of the Corporation shall be limited to a sum equal to Rs. 100 per day for every day during which he continues to be so disabled or a sum of Rs. 20,000 whichever is less.
- (c) If the Corporation proves that the damage was caused by or contributed to by the negligence of the injured person the Corporation will be liable to only such liability, if any, as may be determined by a Court of Law, such liability, in any case, not exceeding that provided in sub-clause (b) above
- (d) Subject to the provisions of sub-clause (e) below the Corporation is liable for damage sustained in the event of the destruction or loss of or of damage to any registered and unregistered baggage, if the occurrence which caused the damage so sustained took place during the carriage by air. The liability of the Corporation shall be limited to a sum of Rs. 125 per kilogram for registered luggage and Rs. 500 (Rupees five hundred) in respect of entire unregistered baggage of which the passenger takes charge himself
- (e) In the carriage of baggage the Corporation will not be liable if it 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, it and its agents had taken all necessary measures to avoid the damage or that it was

- impossible for it or them to take such measures.
- (f) The Corporation is not liable for damage occasioned by delay in the carriage by air of passengers or baggage.
- 6. The obligation of the Corporation is expressly limited to the journey between the airports of departure and destination and shall not in any event subsist previous or subsequent thereto, and in particular, no part of any journey undertaken by the passenger whether such journey be by land or waterborne previous or subsequent to the carriage specified on the ticket, shall be deemed to form part of such carriage.
- 7. The passenger shall comply with all Government rules, regulations, promulgations or notifications for the time being in force as may be introduced from time to time, and shall fulfil all
- requirements of law and at present all exists or entry or other documents, required by law and shall not be entitled to any refund of the fare paid inthe event of non-performance of the journey arising out of any cause directly or indirectly attributable to his failure to comply with such rules, regulations etc. of the Government or law. The passenger shall also observe the instructions of the Corporation its agents, servants or employees concerning all matters connected with the carriage, but no agent servant or employee of the Corporation shall have authority to waive any provision of these regulations.
- The Corporation shall not accept for carriage passenger's property or baggage or both with a special declaration of value at delivery.
- 9. The ticket issued by the

- Corporation shall be subject to the rules of cancellation made by the Corporation for the time being in force which may be seen at any office of the Corporation on request.
- 10. Receipt without complaint, of registered baggage on the termination of the journey shall be *prima facie* evidence that the baggage has been delivered correctly and in good condition.
- 11. Any action to enforce liability against the Corporation may be brought by a duly authorised representative of the passenger or by any person who would be the legal heir of the passenger according to law. But only one action shall be brought in respect of the death of any one passenger and every such action by whomsoever brought shall be for the benefit of all entitled persons.

## IMPORTANT NOTICE

Reservations Reconfirmation Procedure

"RQ" "Applied for Reservation" is only a request for reservation of seat(s) and is not a confirmed seat until the ticker is endorsed to that effect.

If you are holding "Applied for Ticket", please contact our Booking Office at boarding station to confirm the reservation within 12 hours after arrival there.

Failure to confirm will automatically render the request invalid.

ENSURE SAFE CUSTODY OF YOUR TICKET
NO REFUND IS PERMISSIBLE ON LOST DOCUMENTS

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MR SHAM LAL, GRAIN **Departure information** Reporting time at the Tele 311470 Dealer. Fliaht · Flight Address of the city office City office Airport Number Coupon Deb 26-5-1974 -1974 Returned by FI in Tourse The times shown on the flight coupons are the Flight departure times. You are requested to arrive at the airport or city office not later Carrier reserves the right to refuse than the time stated on this cover. Upon arrival carriage to any person who has acquired a ticket in violation of applicable law at the airport, please report at the IA counter to permit the completion of the formalities. or carrier's tariffs, rules or regulations.