

**INDIAN AIRLINES NON-INTERNATIONAL CARRIAGE :
(PASSENGER AND BAGGAGE) REGULATIONS, 1980**

CONTENTS

1. Short title and extent
2. Definitions
3. 3
4. 4
5. 5
6. 6
7. 7
8. 8
9. 9
10. 10
11. 11

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¹1. Gazette of India, 1981, Part III, Sec.4, p.1037 In exercise of the powers conferred by clause (g) of sub-section (2) of Section 45 of the Air Corporations Act, 1953 (27 of 1953) as amended from time to time and in supersession of the Indian Airlines Non-international Carriage (Passengers and Baggage) Regulations, 1973, 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 Airhnes Non-International Carriage (Passenger and Baggage) Regulations, 1980.

(2) It shall come into force from 19th July, 1980.

(3) These regulations apply to all non-international carriage of passengers and baggage.

(4) 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 Carriage by Air Act, 1972.

3. 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.

A child less than 12 years of age travelling alone will have to produce the written consent of his legal guardian.

4. 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. 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 Sees. 4, 5, 6 and the rules contained in the Carriage by Air Act, 1972 , with certain exceptions, adaptations, modifications etc. as notified in the Government of India, Ministry of Tourism and Civil Aviation Notification No. AV. 11012/5/79-A dated 5th July, 1980 published, in Part II Sec. 3 sub-section (H) of the Gazette of India, dated 19th July, 1980.

(a) In particular the Corporation 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 duties or business or occupation, the liability of the Corporation for each passenger shall be Rs. 2,00,000, if the passenger is 12 or more years of age, and Rs. 1,00,000, if the passenger is below 12 years of age, on the date of the accident.

(ii) In the event of wounding of a passenger or any bodily injury suffered by the passenger which results in a temporary disablement preventing the injured passenger from attending to his usual duties or business or occupation, the liability of the Corporation for each passenger shall be limited to a sum calculated at the rate of Rs. 200 per day, the period during which he continues to be so disabled or a sum of Rs. 40,000 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, in any, as may be determined by a Court of Law, such liability, if any case, and 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. 160 per kilogram for registered luggage and Rs. 1000 (Rupees one thousand) 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.

The compensation payable in case of death or permanent disablement of the passenger is Rs.2,00,000 if he is 12 or more years of age and in case he is less than 12 years of age then the same shall be Rs. 1,00,000 only. The compensation for loss or destruction of luggage will be Rs. 160 per kilogram of registered luggage and Rs. 1000 in respect of the entire unregistered luggage of which the passenger takes charge himself.

6. 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 water-borne previous or subsequent to the carriage specified on the ticket, shall be deemed to form part of such carriage.

7. 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 present all entry or entry other documents, required by law and shall not be entitled to any refund of the fare paid in the 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.

8. 8 :-

The Corporation shall not accept for carriage passenger's property or baggage or both with a special declaration of value at delivery.

9. 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. 10 :-

Receipt without complaint, of registered baggage on the termination of the journey shall be prima fade evidence that the baggage has been delivered correctly and in good condition.

11. 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.