

VAYUDOOT NON INTERNATIONAL CARRIAGE (PASSENGER AND BAGGAGE) CONDITIONS, 1982

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1. Short title and extent :-

(1) These conditions may be called Vayudoot Non-international Carriage (Passenger and Baggage) Conditions, 1982.

(2) It shall come into force from 1st January, 1982.

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

(4) These conditions do not apply to :-

(i) Carriage of mails;

(ii) Carriage of goods; and

(iii) Carriage of employees of Vayudoot when they are carried for the purpose of performing any duties assigned to them by Vayudoot on the aircraft.

2. Definitions :-

In these conditions, unless there is anything repugnant in the

subject or context.

(1) 'Government' means the Government of India;

(2) 'Company' means the Vayudoot Private Limited and for the purposes of these conditions, include any authorised person, officer or member of the staff assigned specific duties enforcement of and compliance with these conditions from time to time by the General Manager.

(3) 'Non-International carriage' means carriage other than international carriage as defined in the Carriage by Air Act, 1972.

(4) 'General Manager' means the General Manager of the Company or any such other person who may be assigned the duties functions and powers of the General Manager from time to time.

3. 3 :-

(1) The passenger ticket issued by the Company 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 Company 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 Company also reserve to itself the right to refuse to carry any person whom it considers unfit to travel or who in the opinion of the Company may constitute risk to the aircraft or to the persons on board.

In the case of a child less them 12 years travelling alone the written consent of his legal guardian will be necessary.

4. 4 :-

If at any stage it is found that the aircraft with the booked load or passengers etc. will be over-loaded, the Company 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 Company 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. Section 6 OF THE CARRIAGE BY AIR ACT, 1972 , Section 6 OF THE CARRIAGE BY AIR ACT,1972 , Section 6 OF THE CARRIAGE BY AIR ACT, 1972 and the rules contained in the Air Act, 1972, with certain exceptions, adaptations, modifications etc. as notified in the Government of India, Ministry of Tourism and Civil Aviation, Notification No. A.V. 11012/5/79A, 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 Company is liable for damage sustained in the event of the death of 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 (e) 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 Company for each passenger shall be Rs. 2,00,000, if the passenger be 12 or more years of age, and Rs. 1,00,000, if the passenger below 12 years of age, on the date of the accident.

(ii) In the event of any injury being caused to a passenger which results in temporary disablement entirely preventing the injured passenger from attending to his usual business or occupation or duties, the liability of the company for each passenger shall be limited to a sum equal to Rs. 200 per day for every day during which he continues to be so disabled or a sum of Rs. 40,000 whichever is less.

(c) If the Company proves that the damage was caused by or contributed to by the negligence of the injured person the Company 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 (c) below the Company 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 Company 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 company 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 Company 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, it shall be Rs. 1,00,000 only. If the disablement is temporary the compensation will be at the rate of Rs. 200 per day for every day during which he continues to be so disabled or a sum of Rs. 40,000 (whichever is less). The compensation for loss or destruction of the baggage will be Rs. 160 per kilogram of registered luggage and Rs. 1,000 in respect of the entire unregistered baggage of which the passenger takes charge himself.

6. 6 :-

The obligation of the Company 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 any 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 exit or entry for 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 passengers shall also observe the instructions of the Company its agents, servants or employees concerning all matters connected with the carriage, but no agent, servant or employee of the Company shall have authority to waive any provision of the conditions.

8. 8 :-

The Company 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 Company shall be subject to the rules of cancellation made by the Company for the time being in force which may be seen at any office of the Company 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 Company may be brought by a duly authorised representative of the passenger or by any person who would be the legal heirs 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 rought shall be for the benefit of all entitled persons.