

TRADE AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT OF THE REPUBLIC OF SEYCHELLES

PREAMBLE

The Government of the Republic of India and the Government of the Republic of Seychelles (hereinafter referred to as Contracting Parties), Having regard to the bonds of friendship that exist between the two countries:

Aspiring to continue and consolidate their historic ties of friendship and cooperation,

Wishing to further strengthen trade, commercial co-operation and economic relations between the two countries on the principles of equality and mutual benefit,

Have agreed as follows :-

ARTICLE I

1. The Contracting Parties shall accord to each other most favoured nation treatment in respect of import and export licences, customs duties and all other charges and taxes applicable to importation, exportation or transit of goods.
2. The Contracting Parties shall grant each other, in respect of import and export licences or permissions where such licences or permissions are

## ARTICLE II

Any advantages, favours, privileges or immunities which any Contracting Party has granted or may grant to a third country in respect of any product originating in the territory of that third country or destined for its territory, shall be granted immediately and unconditionally by such Contracting Party in respect of like products originating in the territory of the other Contracting Party or destined to be imported into its territory

## ARTICLE III

The provisions of Articles I and II above shall not however apply to the grant or continuance, if any, of :-

- a) Advantages which either of the Contracting Parties have granted or may grant to contiguous countries to facilitate frontier traffic;
- b) Preferences or advantages, accorded by either Contracting Party to any other country, in accordance with a bilateral preferential trade agreement or arrangement existing on the date of signature of this agreement, or in replacement of such preferences or advantages that existed prior to the 10<sup>th</sup> April 1947;
- c) Advantages or preferences which either of the Contracting Parties have granted or may grant under any scheme for the expansion of trade and economic cooperation among developing countries which scheme is open for participation by developing countries and to which either of the Contracting Parties is or may become a Party to;

- d) Advantages or preferences which results from membership of Customs Union and/or Free Trade Area to which either of

## ARTICLE IV

The Contracting Parties shall encourage and facilitate contacts between their natural and juridical persons, through, inter alia, exchange of visits of delegations of business, participation in fairs and exhibitions, and sharing of information.

## ARTICLE V

Import and export of goods and services shall take place on the basis of the contracts to be concluded between the natural and juridical persons of the two Contracting Parties at world market prices in accordance with their laws and regulations and international trade practices. Neither of the Contracting Parties shall be responsible for liabilities of natural and juridical persons arising from such commercial transactions.

## ARTICLE VI

All payments for goods and services between the two Contracting Parties shall be made in freely convertible currencies, in accordance with the foreign exchange laws and regulations in force in each country and following the international payment practices, unless otherwise specifically agreed upon between the Contracting Parties.

## ARTICLE VII

The Contracting Parties shall encourage investment and technological cooperation between their countries in accordance with their national laws and regulations to produce goods for their domestic markets or export to other countries.

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ARTICLE VIII

The Contracting Parties will hold regular consultations as may be necessary in order to facilitate the smooth implementation of this Agreement.

ARTICLE IX

1. If as a result of unforeseen developments and/or of the effect of the obligations incurred by a party under this Agreement, including tariff obligations, any product is being imported into the territory of that party in such increased quantities and under such conditions as to cause or threaten serious injury to domestic producers in that territory of like or directly competitive product, the party shall be free, in respect of such product and to the extent and for such time as may be necessary to prevent or remedy such injury, to suspend the obligation in whole or in part or to withdraw or modify the concession.
2. Before any Party takes such action, it shall give notice in writing to the other Party as far in advance as may be practicable and shall afford the other Party an opportunity to consult with it in respect of the proposed action. In critical circumstances, where delay would cause damage which would be difficult to repair, action under paragraph (1) of this Article may be taken provisionally without prior consultation, on the condition that consultation shall be effective immediately after taking such action.

ARTICLE X

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1. With the aim of securing the full and effective implementation of the provisions of this Agreement, a Joint Trade Committee may be established consisting of representatives of both Contracting Parties.

2. The Joint Committee shall endeavour to meet once every two years, alternatively in the Republic of India and in the Republic of Seychelles, in order to review the implementation of the provisions of this Agreement and to recommend to the Contracting Parties the steps to be taken for development and diversification of commercial exchanges.

## ARTICLE XI

1. Each Contracting Party may by written notice through the diplomatic channel, present to the other Party a request for modification or revision of this Agreement. Such modification or revision shall be made by written agreement between the Contracting Parties.
2. Any modification or revision of this Agreement shall be done without prejudice to the rights and obligations arising from contracts based upon this Agreement prior to or up to the date of such modification or revision.

## ARTICLE XII


In the event of termination of this Agreement, its provisions shall continue to apply in respect of all unfulfilled obligations contained in trade contracts entered into during the validity of this Agreement.

## ARTICLE XIII

1. This Agreement shall come into force on the date of signature and shall remain in force until terminated in terms of sub-article (ii).
2. This Agreement shall terminate on a day three months after the date upon which either Contracting Party has given the other Party notice, in writing, of the proposed termination.

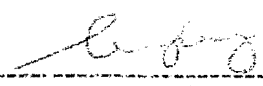
Done in Victoria on this eighteenth day of September 1998 in two (2) originals in English and both texts being equally authentic.

IN WITNESS WHEREOF, THE CONTRACTING PARTIES HAVE SIGNED THIS AGREEMENT.



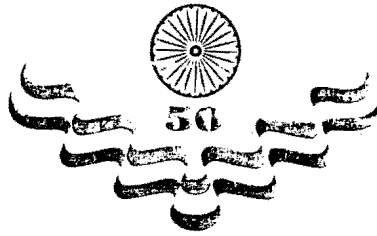
ON BEHALF OF THE  
GOVERNMENT OF THE  
REPUBLIC OF INDIA

H.E. Mr. River O'Neil Wallang  
High Commissioner  
of India to Seychelles



ON BEHALF OF THE  
GOVERNMENT OF THE  
REPUBLIC OF SEYCHELLES

Mr. Francis Chang-Leng  
Principal Secretary  
Ministry of Finance



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No.SEY/226/1/98

Dated 24.9.98

Dear Shri Ram,

Please refer to your earlier correspondence regarding the signing of the bilateral Trade Agreement with Seychelles. After considerable delay due to other preoccupations of the local authorities, the Agreement was finally signed on 18th September 1998. The Principal Finance Secretary, Mr. Francis Chang Leng signed on behalf of the govt. of Seychelles.

2. I have on 18th September informed the Commerce Secretary by fax about the signing of this agreement. I enclose herewith, a copy of the Agreement for further necessary action from your side. I also enclose a copy of the press coverage on the event.

With kind regards,

Yours sincerely,

(R.O. Wallang)

Shri Balbir Ram,  
Director, Ministry of Commerce,  
Udyog Bhavan,  
New Delhi.

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