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AN OVERVIEW OF THE AIR CARRIER LIABILITY

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ABSTRACT

The word 'liability' in this context refers to some hindrance which set someone in a position of disadvantage, or which gives rise to some mishappening. There are some liabilities which the aircraft has to bear. Basically, the air carrier liability refers to the rule and procedures which states and synchronizes the liability of an Airport by taking into consideration the type and limitation of their obligation, in case of an accident. The matter of Air carrier liability has given rise to various controversies majorly in our country after there were certain incidences like the air crash which took place in Mangalore. The Carriage by Air Act, 1972 deals with the topic of air carrier liability. This act consists of conventions like the Montreal and Warsaw Conventions[223], it also deals with its applicability. The act also states about certain liability which occurs in the due course of the airport operations and it also deals with various rights and applications. Keeping in mind, various factors, it is very essential to address this topic for a better understanding not only for the academic purpose but also for the practical viewpoint. This research paper will put some light on various conventions, applicability's, case laws, a comparative study and all the legal liabilities which an aerodrome has to bear. It will be an attempt to obtain a better understanding on the topic and to gather an in-depth knowledge; also, to be able to form a conclusion and give suggestions, if needed.

INTRODUCTION

The Airport has the duty to bear all the legal liability which occurs due to injuries, damage of properties, payments, destruction etc., all these damages and injuries should take place in the course of statutory duty or while performing certain functions related to the operations of the Airport. There have been various steps taken for the development of civil aviation, and the matter which aroused quite early in this field was about the liability for the injury/loss which

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[223]The "Warsaw Convention" of 1929.

is caused to the passenger or a party during the time of their travel through the means of airplane.

When the civil aviation was in an elementary stage, where it was just being developed, misfortunes were quite frequent which resulted in death or injuries to the parties.[224] Global rumination in the twentieth century, gave rise to the Warsaw Convention[225], it was adopted to deal with liability which occurs to the barrier in case of any damage or injury. The object for the implementation of this convention was to achieve a degree of uniformity among the aviation laws which are applicable in various States. Even though this convention states about the liability of the carrier, but it bends more towards the carrier in spite of orienting more towards a victim. This reflects on the defence available and the limits faced by the Carrier in case of any liability. The definite reason for this is that the civil aviation and the technology concerning it, was in the elementary stage of being developed, and in this case if a heavy burden would have been imposed on the carriers then it would have resulted in restraining the development and growth of the field.

Thus, there was a subsequent spread of awareness which led to various amendments in the Warsaw Convention[226] and these amendments[227] increased the domain and were more oriented towards the interest and benefit of the aggrieved. Our country is a member of all these conventions, namely, Warsaw and Montreal[228] convention along with the Hague Protocol[229]. Therefore, these conventions and acts along with the judicial decisions would provide a path for the understanding of the concept.

AERONAUTICS AND ITS ACCOUNTABILITY

In case there is a plane crash which caused bodily injuries, death or damage to property, then very often it becomes onerous to identify the cause due to which accident has been caused.

Difficulty in determining the root cause of the Accident:

In case of plane crash there is quite difficulty in determining the correct cause of the incident. There can be various assertions like,

[224]Paul Dempsey & Laurence Gesell, Air Transportation: Foundations for the 21st century 74 (1997).
[225]Warsaw Convention in the year 1929: it consists of certain rules related to the International Carriage by Air; 137 LNTS 11.
[226]Amendments in the form of Hague Protocol 1955, Guadalajara Convention 1961, Guatemala City Protocol 1971 and four Montreal Protocols of 1975.
[227]*Ibid.*
[228]Montreal Convention of 1975.
[229]Hague Protocol of 1955.

- Was it the fault of the Pilot?
- Is this a case of /negligence?
- Was there a malfunction of the Airplane?

Airports often face incidents that cause liability ranging from a small amount of money to millions of rupees. Coverage of the liability of airport operators is designed to address such incidents and the airport operator shall be protected from the coinciding defence costs, and settlement of claims.

There can be many reasons due to which damage/injury/death can be caused, few of the failures are listed below:

Failure of Aircraft:

Aircraft can shatter in many ways –

- Faulty design
- Defective construction
- Bad maintenance

If any of the aforementioned factor exists, then it may cause the failure of any part of the aircraft.

Fault on Manufacturer's part:

The manufacturer can also be at the position of answerability. However, to make a manufacturer liable for the fault, there must be a defect of manufacturing or a defect in designing the airplane. For example-

- Default in the parts manufactured
- Inaccurate emergency guidelines
- Failure on the part of the manufacturer to lay warning about the known concerns
- Incapacity of the parts to respond

Failure on the part of the operator:

In order to make the operator liable for the damage caused, it must be proved that there was negligence on the part of the operator. For example-

- Lack of dominance
- Poor training
- Wrong use of the Aircraft
- Failure in deciding (in case the operator makes a wrong decision to fly the airplane in a stormy or a bad weather)

- Fallacious response

Failure of the owner:

An owner can also be held responsible in certain ways-

- Negligence in repairing the damaged Aircraft
- Negligence in making alterations
- Lack in proper inspection
- Using the aircraft despite of the danger
- Lack in proper identification of inadequacies

There can be different types of damages caused due to these faults. The damage may be caused to the individual or to the property of the aircraft or to other external properties. Also, there is a responsibility of the passengers to assume the risk before being involved in an activity. For example, A passenger travelling through its own private jet when suggested to delay its departure for the reason of bad weather, but he still insisted and was willing to take risk, then in this case the passenger can not held any other party liable for any injury or damage so caused "(Doctrine of added peril i.e., if a workman while performing his duty does something which is not required to do and which involves extra danger, the employer would not be liable to pay compensation if any injury caused to him.)"[230]. There can also be the case of "Volenti Non-Fit Injuria and Res Ispa Loquitor"[231].

AIR CARRIER LIABILITY

The first international conference on the matter of Private Air Law was held in France[232]. The need for a uniform legislation for regulating the laws regarding aviation was considered. The subsequent conference was held in the year 1929, it was convened in Warsaw.

The various conventions applicable in this matter are –

"WARSAW CONVENTION OF THE YEAR 1929"[233]:

This convention was adopted in Warsaw, the capital city of Poland. The convention was passed on 12th of October in the year 1929. This convention is globally accepted and around

[230]Social Security Legislations: Their Interpretation by Judiciary p. 344 (See here: https://shodhganga.inflibnet.ac.in/bitstream/10603/58757/11/11_chapter%205.pdf).
[231]It means that if someone willingly places themselves in a position where harm might result.
[232]Held in Paris from 27 October to 6 November 1925.
[233]*Supra note 5.*

190 countries are the parties to it. Experts from about 31 nations contributed in framing this convention, which till date binds the countries in the worldwide.

It regulates the liability of international carriage for luggage, goods which is performed by an airplane for the purpose of a reward.

Two goals of the conventions:

1) Instituting a uniform procedure to deal with claims as well as to lay down the procedure of documentation.

2) Constraining potential liability of the air carriers in case of an accident. The threshold on liability was deemed appropriate to facilitate the airlines to increase capital required for the purpose of expanding the operational processes and to lay a clearly defined basis on which the rates for the insurances can be calculated.

Applicability:

This convention is generally applicable to Air travel between republics of 2 parties of this conventions. For example, it would be applicable to the Air Carriage between Australia and India[234]. This convention regulates the shipment from one Airport to the another, it does not govern beyond the specified area of the Airport. Also, it requires Airway bill and in case of its absence, then it results in liability of the Airport.

Purpose:

- Determining the Ari Carriers liability in case an accident occurs, it determines the liability with respect to the passenger, luggage and the freight.[235]
- It makes mandatory for the Air Carriers to provide travel tickets to the passengers.[236]
- It makes it essential for the Carriers to issue "baggage checks"[237] for the luggage which has been verified.
- Imposes a period determining the limitation within which the claim is supposed to be brought into consideration. The period of limitation set is of 2 years.[238]

Liability imposed under the Convention:

[234]Contracting parties to the convention for the unification of certain rules relating to International carriage by Air, signed at Warsaw on 12th Oct, 1929 and the Protocol modifying the said convention signed at the Hague on 28th Sept., 1955, {Available online at: https://www.icao.int/secretariat/legal/list%20of%20Parties/WC-HP_EN.pdf}.

[235]Chapter III, Article 17-30 (Liability of the Carrier), Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929 - Warsaw Convention 1929.

[236]*Id.*, Chapter II, Section I, Article 3 (Passenger Ticket).

[237]*Id.,* Chapter II, Section II, Article 4 (Luggage Ticket).

[238]*Supra note 15.*

In case some death or injury occurs to the passengers, then the liability which the carrier has to bear is about 125,000 Francs[239], which is about 1,00,36,263.75 in Indian rupees. For the checked baggage the liability is about 250 Francs/kg[240], which is about the value of 20080.14 in Indian rupees. With respect to the items that the traveller himself takes care of, the liability limit for each person shall be about 5000 Francs[241] i.e., 401602.74 in Indian rupees.

There is no restriction in the matter of liability in case there is a delay. The evolved jurisprudence would be applied so that the concerned passenger and freight will make it applicable if there is a delay. There is no restriction or no specified liability in case the damage has occurred due to wilful deception[242] or in case when there is a failure of comply with Chapter II of the Warsaw Convention.

When the Carrier is not liable:

When the standard measure of care has been taken by the Carrier and its agents, in order to avoid damages and injuries, or when the situation which occurred made it impossible for the carrier to take definite measure in order to prevent the accident. The Carrier is not liable, when it proves that due measure was taken in navigating and handling the airplane.[243]

Defences available to the Carrier:

The convention is not absolute; thus, it leaves various defences which can be taken by the Carrier. The kinds of defences available are as follows –

"*The Plea of Abundanti Cautela*"[244] : When the carrier proves that all the standard measure was taken, or it was impossible for the carrier and its agents to take measures in order to avoid the accidents. In this case he frees himself from any kind of liability.

"*The Plea of Contributory Negligence*"[245] : When the carrier beyond the reasonable doubt proves that the injury has been caused or has been contributed by the victim's negligence, then this plea absolves the carrier from the liability either wholly or partly. (This defence cannot be availed in a case where there has been death of the passengers.)[246]

[239] *Id.,* Chapter III, Article 22.
[240] *Id.,* Chapter III, Article 22(2).
[241] *Id.,* Chapter III, Article 22(3).
[242] *Id.,* Chapter III, Article 25.
[243] *Id.,* Chapter III, Article 20.
[244] C.J. Greenwood, International Law Reports - The Plea of Abundanti Cautela refers to, something done solely or primarily to forestall some perceived risk, p. 57.
[245] *Supra 15.,* Chapter III, Article 21.
[246] The Hague Protocol, 1955.

"*The Plan of Limitation*"[247] : As accordance to the Article 29 of the Convention, the right to claim for damages will no longer be available if the matter is not brought into consideration within two years of time period.

"*The Plea of Jurisdiction*"[248] : The Carrier in his defence can plea that there is a lack of jurisdiction, if the matter is not brought under the court which has the jurisdiction or where the carrier actually resides or where the establishment of the contract has taken place.

Rightfulness of the Convention:

The convention has been implemented with an assertion of uniformity and also it imposes uniform liability on the part of the Carrier.[249] Without the conventions, the commonly applicable law would put the burden of proof on the victim unless it is a case of "*res ipsa loquitor".*

Also, the Convention protects the passengers in various cases and it clearly makes the carrier liable in case there is failure to issue a proper passenger and baggage ticket. As mentioned above, this convention also imposes liability on Owner, operator, manufacturer etc.[250] It also grants the passengers the right to choose where the matter has to be brought, among the four jurisdictions which are available[251]. The following court possess the jurisdiction (as accordance to the Warsaw convention):

- Which consists of Domicile.
- The place where the business of the Carrier took place
- The Case, in which the carrier has a place of residence/workplace where the contract was concluded.
- Which is at the place of the destination

After the amendment, the matter can now be brought under the court of that country where the victim resides, if the Airplane has a mercantile presence in that respective country.

The convention concerns more about carrier's liability rather than being oriented to the aggrieved, the reason for which is that it was implemented at an initial stage of the Aviation sector, so there was a need to protect and to give rise to the growth of this sector. But there

[247] *Supra 25.,* Chapter III, Article 29.
[248] *Id.,* Chapter III, Article 28.
[249] *Supra.,* Chapter III, Article 20.
[250] Coultas v. K.L.M., (S.D.N.Y. 1961).
[251] Berner v. United Airlines, 157 N.Y.S.2d 884 (Ct. App. 1957).

were amendments made in order to improve the scenario. The Convention has been amended in the year 1955 and 1975 at Hague and Montreal respectively.

"HAGUE PROTOCOL & MONTREAL CONVENTION"[252]:

Hague Protocol:

The Hague Protocol was signed in Hague (Netherlands), it consists of 41 Articles in total. This protocol is applicable to every international carriers'[253]. It certainly applies to aircraft freight carried out by an air transportation service.[254] It is only applicable to the parties to the Convention[255].

It states the direction as to what all information should the passenger ticket and the baggage check should consist of[256]. Whereas, Section 3 of the Protocol wholly consists of Air waybill, it states about all the basis information and parts of the Air waybill[257].

Chapter III of the Convention deals about the liability that the Carrier has to bear, it states that the Carrier is liable to pay the damages in case of death or wound suffered by the passenger, but only if the damage caused took place on board or due to the course of duty of the undertaking[258]. It also states about when a carrier can be held liable and in what conditions (in case of delay, or damage to baggage etc[259]).

It also consists of various provision with context to 'Combined Carriage'[260] and it also consists of general clauses (stating the time period, explanation of term like, High contracting party etc.)[261]

Montreal convention:

The Montreal Convention consist of 57 Articles. The contents of the Conventions are:

- "General Provisions"[262]
- "Documentation and Duties of the Parties relating to the Carriage of Passengers, Baggage and Cargo"[263]

[252]The Hague Protocol, 1955 & Montreal Convention, 1975.
[253]Chapter I, Article 1(1) of The Warsaw Convention as amended at The Hague 1955.
[254]*Ibid.*
[255]*Id.,* Chapter I, Article 2(1).
[256]*Id.,* Chapter II, (Section 1) Article 3 & (Section 2) Article 4.
[257]*Id.,* Chapter II, (Section 3) Article 5-16.
[258]*Id.,* Chapter III, Article 17 & 18.
[259] *Id.,* Chapter III, Article 19-30.
[260]*Id.,* Chapter IV, Article 31.
[261]*Id.,* Chapter V, Article 32-41.
[262]Article 1 & 2, Montreal convention 1999.

- "Liability of the Carrier and Extent of Compensation for Damage"[264]
- "Combined Carriage"[265]
- "Carriage by Air performed by a Person other than the Contracting Carrier"[266]
- "Other provisions"[267]
- "Final Clauses"[268]

Article 17-37 talks about the liability and compensation.

Article 17 specifically elucidates on when the carrier can be held liable -

When death or injury occurs: The carrier is held liable for death or injury caused the passenger, the only condition for this is that the accident should take place during the operation of the aircraft.[269]

Damage occurred to the baggage checked: The Carrier may be held liable for the damage caused to the checked baggage; the only condition exists is that the damage should occur on board when the checked baggage is under the responsibility of the Carrier.

When the Carrier admits: The Carrier when makes an admission for the loss caused. Then it can be held liable for the damage caused.

Article 18 speaks about damage caused to the Cargo[270]; the carrier can damage the cargo maybe during the take-off or landing or damage can be caused while loading. Also, the carrier must be in-charge of the cargo.

Article 19 and 20 states about the case of delay; in case there's a delay then the carrier can be held liable. Whereas, exceptions do exist, in this case the exceptions are as follows:

- If it can be proved that the standard measures were taken by the agents
- It was completely impossible to take preventive measure
- If the case is of contributory negligence[271]

Whereas Article 21 and 22 states about compensation and limit liability.

Applicability of Montreal convention in India[272] :

[263] *Id.,* Article 3-16.
[264] *Id.,* Article 17-37.
[265] *Id.,* Article 38.
[266] *Id.,* Article 39-48.
[267] *Id.,* Article 49-52.
[268] *Id.,* Article 53-57.
[269] *Id.,* Article 17.
[270] *Id.,* Article 18.
[271] *Supra note 25.*
[272] Section 4A of The Carriage by Air act, 1972.

These conventions are applicable to India. India recently accepted this convention and it has therefore become the 91st party of the Convention for the unification of civil aviation. It obtrudes strict liabilities on the air carriers in the matter of death caused due to negligence and it also imposes high premium of insurance in case of an air disaster.

As the step for the incorporation of these conventions under the Indian legislation, the Carriage by Air Act, 1972 was amended by the Amendment Act of the year 2008. It was taken into consideration by the Parliament in the month of February 2009 and the same was notified in the month of March.

The Amendment Act of the year 2009 covers the wide ambit of International passengers, goods, luggage etc. This convention thrusts a limited liability up to 72 lakhs in case of death of a passenger during the board, in this case the burden of proof lies on the Carrier, if it proves that the act caused was a not due to the negligence or any wilful omission. In order to avoid extra damages, the Carriage has to prove that the accident caused was due to the negligent act of the other party or the person who is claiming the damage. The Carrier is responsible to pay for the delay, death; the Carrier has to compensate the advance amounts without any obstruction.

Since the Warsaw Convention, 1929, The Montreal Convention of the year 1999, was the first step in revising the clauses which considers the matter of death, wound or any kind of loss.

"AIR CARRIAGE ACT, 1972"[273]

This Act consists of total 9 Sections, where the 9th Section has been repealed. It also consists of three schedules. As accordance to the Schedule I, the provisions of the aforementioned conventions which deals with right and liabilities of the passengers, carriage etc, will be applicable in India.[274] And the amended convention[275] are also applicable as according to the Schedule II of Act.

As mentioned above, the Montreal convention is applicable in the Indian Law (Section 4A of the Act).

Liability in case of death or injury caused to a passenger:

[273]The Carriage by Air Act, 1972, {Available online at: http://legislative.gov.in/sites/default/files/A1972-69_0.pdf.}
[274]Section 3 of The Carriage by Air act, 1972.
[275]*Id*., Section 4.

The Carrier shall be held liable for any accident which cause death or any kind of injury to the passengers during the transportation, all the three schedules states the same.[276] The first and second schedule states about death, wound or any injury whereas, the schedule three talks only about death and injury caused in the body. There have been many controversies regarding the interpretation of the term 'bodily injury'[277]. The controversy is more about injury caused psychologically. In many countries it is accepted that mere psychological injury is not subject to any kind of compensation.[278] Whereas, it was held that in order to compensate such injuries there needs a physical damage to exist[279].

In this matter, the aggrieved bears the burden of proof, and it has to prove that the damage which is caused has been caused on board while functioning the operations of the aircraft. "Thus, mere proof of death or injury is not sufficient, but the plaintiff has to prove the occurrence of accident, which is interpreted as 'happening of unexpected event', causing the damage"[280].

The liabilities mentioned in all the three schedules differ. The First Schedule imposes a fine of 1,25,000 F in case of death or injury[281]. But if there exists a special contract then the liability limit may be increased. If the damage has caused wilfully or due to negligence, then the limited liability is lifted, and unlimited liability is imposed.[282] The second schedule imposes a liability of about 2,50,000 F[283]. the limit can be increased in the similar way to the first schedule. In case of the act done intentionally, the limit of the liability would be uplifted.[284]

The third schedules impose a different liability which consists of two folds. The first folds make the carrier obligated up to the amount of 1,00,000 SDR[285]. In this case, the carrier cannot avail any defence plea, excluding the defence of contributory negligence[286]. The second fold, makes the carrier liable for the amount of 1,00,000 SDR or above, depending on

[276] *Id.*, Rule 17 of First and Second Schedules, and Rule 17(1) of Third Schedule.
[277] Eastern Airlines, Inc. v. Floyd, 499 U.S. 530 (1991).
[278] Husserl v. Swiss Air Transport Co. 388 F. Supp. 1238 (S.D.N.Y. 1975).
[279] Alvarez v. American Airlines Inc., (1999) 27 Avi 17, 214.
[280] Air France v. Saks, (1985) 470 US 392.
[281] *Supra note 19.*
[282] *Supra*, Rule 25(1) of the First Schedule.
[283] *Supra*, Rule 22(1) of the Second Schedule.
[284] *Supra note 66.*
[285] *Id.*, Rule 21(1) of the Third Schedule.
[286] *Id.*, Rule 20 of the Third Schedule.

the type of fault[287]. In order to dissolve the charges, the carrier has to prove that the negligence was on the part of the third party and there was no negligence or omission on his part of the duty.[288] In the third schedule (case of death or injury) the liability shifts from fault based to strict liability, with only one defence available i.e., the defence of the contributory negligence[289].

In the matter of Ypma[290], A passenger tried to keep the baggage in the overhead cabin, wherein it dropped on the head and shoulder of the passenger travelling named, Ypma. The injured passenger left the plane and claimed damages against Martin air. The court observed that the incident that took place and the fact that it took place in the carriage are just a matter of circumstances. The court considered the Article 17 of the Warsaw convention, by keeping in mind the genesis of the same, there should be a connection established between the accident and the aircraft's operation. Therefore, it was held Martin air is not liable to pay the damages (Article17[291], not applicable)

This difference which has been outlined in the above analysis depicts that there has been a difference between all the three schedules. This difference gave rise to many critical issues in the field of the liability on the air carrier. The main reason which is inferred in the conflicting nature of all the three instruments namely, the Warsaw Convention, Montreal convention and the Hague Protocol.

Delay:

The delay can be caused in two factors, Passenger delay and baggage delay. In case of Passenger delay, the carrier is liable for the damages unless it is proved beyond the reasonable doubt that all the standard measures were taken.[292] Baggage delay, the carrier is liable to pay the damage unless reasonable care was taken.[293] In the matter of Transavia[294], the flight going to Amsterdam was delayed by 19hrs. the passengers claimed reimbursement of the amount charged due to taking another flight, damages for the damages suffered due to the delay. The court held that Transavia is responsible to pay the damages, (Article 23 of the Warsaw Convention was made applicable in the present matter).

[287] *Id*., Rule 21(2) of the Third Schedule.
[288] *Ibid.*
[289] *Supra note 25.*
[290] Ypma v. Martin air (28th August, 2003), SES 2004/56.
[291] Article 17 of the Warsaw Convention, 1929.
[292] *Supra*, Chapter III, Section 19.
[293] *Ibid.*
[294] Touw C.S. v. Transavia, 18 December, 2001.

Destruction or loss in baggage:

The carrier is liable for the destruction or the losses which it causes. In case of the damage in checked baggage[295], the carrier will be liable even if there's not fault. And in the matter of unchecked luggage[296] the carrier is only liable when it is at fault. In one case, the passengers claimed for the damages for the compensation of the spoiled trip, costs of the taxi and for the exchange of the goods caused. There was a theft of the luggage during the consideration. The court held that, Article 22(2) of the Convention will be applied and therefore, the Carrier will be liable for the damages (restricted to 17 SDR/kg) caused.[297]

Jurisdiction:

The first and second schedule of the act states about the jurisdiction. The jurisdiction is adhered as per the conventions. The 5th Jurisdiction of the third schedule is oriented to the victim's interest.[298] The victims are given the freedom to choose the beneficial jurisdiction.

Determination of the compensation:

The conventions do not provide a specific regulation as to simplify the mode for computation of the damages. There are multiple elements in which the compensation is computed, this a topic of wide discussion more importantly under the Third Schedule. The question of determining the compensation also came in consideration in the matter of Ushaben[299]; due to bad weather conditions the pilots decided to land but it caused an accident. It took 22 years in deciding the compensation. The court decided the amount on the basis of the income of the victim. But that amount was considerably low as to the amount that should actually be paid in the claim with regards to aviation. The aggrieved further appealed and it resulted in the case of *S. Abdul Salam v. UOI*[300], "Assessing all the factors cumulatively, the Court concluded that the plaintiffs are entitled to a minimum of 1,00,000 SDR on the basis of no-fault liability under the Third Schedule, The first and second schedule states about limit liability, which is not expressly mentioned in third schedule. Therefore, the Supreme Court's stand on the issue of computation of compensation is eagerly awaited."[301]

[295] *Supra*, Chapter III, Section 17(2).
[296] *Ibid.*
[297] Talamini v. Transavia, 8 June 2005.
[298] *Supra*, Rule 33(2) of the Third Schedule.
[299] Airport Authority of India v. Ushaben Shirishbhai Shah, (2010) 1 G.L.R. 321.
[300] I.L.R. 2011 (3) Ker. 457.
[301] *Ibid.*

SUGGESTIONS

Failure to achieve uniformity in international standards governing the liability of carriers, is constantly mirrored in Indian existing laws which are embraced to execute the liability standards of the carriers. The three different instruments and their three different approaches is a matter of concern for the aviation sector in the Indian Law. As the three instruments were adopted in different point of time and the developing scenario of the aviation sector varied in all the three time, therefore, these instruments tackle with different interests of various stakeholders', based as per the requirement during that particular period. This resulted in variations and led to contradictions in many matters, such as, in the matter of computing the compensation or in the matter of jurisdiction. The problem with respect to the jurisdiction may be solved in a due time period, once parties of the Warsaw Convention becomes the parties to Montreal Convention as well; this is because of the reason that the Montreal Convention supersedes the Warsaw Convention. However, it is difficult to assume a time period which will be required for the resolution of the problem. The matter of domestic carriage also needs to be given attention. The Central Government has to take a flexible step in order to eliminate the discrimination between the international and the domestic carriage.

CONCLUSION

Therefore, it can be asserted that the laws pertaining to the Aviation sector of our country is not yet at par. However, the conventions and the acts do help in deciding various matters and in providing the rules, which has to be followed. It is obvious that there is a need to make changes is ordered to balance the situation and to achieve a more uniform legislation, with less of contradictions. Also, there's a need of more uniform legislations for achieving a properly developed legislations in the Aviation Sector.

As for now, the conventions and the acts does lay a platform for determining the carrier's liability. The laws pertaining at this point of time does protect the interest of the carrier as well as the air passengers, but the benefits could be maximized by implementing various amendments and by simplifying the existing laws.