

TRADE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA AND THE GOVERNMENT OF THE REPUBLIC OF MAURITIUS

The Government of the Republic of India and the Government of the Republic of Mauritius (hereinafter referred to as Contracting Parties) having regard to the bonds of friendship between two countries:

Aspiring to continue and consolidate their historic friendship and cooperation,

Considering developments that are taking place in the arena of trade at the Multilateral and Regional levels,

Noting that both countries are members of World Trade Organisation (WTO) and are accordingly, bound by multilateral trade disciplines as enunciated by Uruguay Round Agreements, Decisions & Declaration,

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

Have agreed as follows:-

ARTICLE I

1. A Joint Trade Committee shall be established with the broad objective of increasing the commercial exchange of goods and services between the Contracting Parties. The illustrative terms of reference of the Joint Trade Committee are indicated in the Annexure to this agreement.

2. The Joint Trade Committee which shall comprise representatives from the Contracting Parties shall meet at least once every two years alternately in the Republic of Mauritius and the Republic of India to review the implementation of the provisions of present agreement and to recommend to the Contracting Parties the steps to be taken for development and diversification of commercial exchanges.

3. Either Contracting Party can request for a special meeting of this Trade Committee to discuss important and emergent issues concerning trade between the two parties which will be held at a mutually convenient place and date within three months of receiving such a request.

ARTICLE II

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

ARTICLE III

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 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 except in case where it is a party to such a commercial contract.

ARTICLE IV

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 of the Contracting Parties and following the international payment practices, unless otherwise specifically agreed upon between the Contracting Parties.

ARTICLE V

1. If as a result of unforeseen development and 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 it 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 effected immediately after taking such action.

ARTICLE VI

The Contracting Parties agree that the authorities responsible for the implementation of the provision of this Agreement and other matters relating thereto shall, in the case of Mauritius be the Ministry responsible for International Trade and in the case of India the Ministry of Commerce and Industry, Department of Commerce.

ARTICLE VII

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.

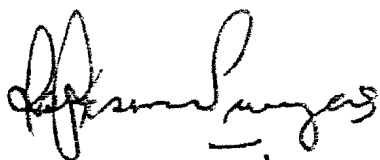
ARTICLE VIII

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.

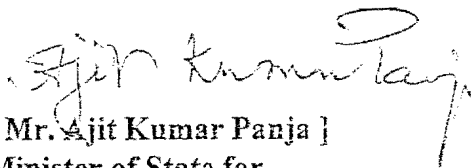
- i) This Agreement shall come into force on the date of signature and shall remain in force until terminated in terms of sub-articles (ii).
- ii) This Agreement shall terminate on a day three months after the date upon which either Contracting Party has given the other notice in writing of the proposed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

In witness whereof the representatives duly authorised by their respective Governments have signed this Agreement.

Done at Port Louis on this 10th day of March The year Two Thousand in two (2) originals each in English and Hindi, both Texts being equally authentic. In case of doubt, English Text shall prevail.



[The Hon. Rajkeshwar Purryag]
Deputy Prime Minister,
Minister of Foreign Affairs &
International Trade
For the Government of
Republic of Mauritius



[Mr. Ajit Kumar Panja]
Minister of State for
External Affairs

For the Government of
Republic of India

Annexure

Terms of Refrence of The Joint Trade Committee

- i) take stock of developments on trade taking place at the multilateral and regional levels;
- ii) examine the trade pattern and flows of trade at the bi-lateral level;
- iii) formulate measures and recommendations to promote and facilitate trade between the Contracting Parties, with due regard to laws and regulations of the parties;
- iv) monitor the implementation of the measures elaborated on a regular basis;
- v) work out common strategies with regard to trade negotiations and other trade related issues at the Multilateral and Regional levels;
- vi) advise on the setting up of joint ventures in the trade and trade-related sectors, including shipping and transport facilities;
- vii) work out technical cooperation programmes in the trade sector and monitor their implementation;
- viii) facilitate the exchange of information on Trade and Trade related matters;
- ix) address any other trade-related issue referred to it by any one of the Contracting Parties.