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THE AIR CODE OF THE U.S.S.R.

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CHAPTER I

GENERAL PRINCIPLES

Section 1. The U.S.S.R. has complete and exclusive sovereignty over the airspace of the U.S.S.R.

Airspace of the U.S.S.R. shall mean the airspace above the land and water territory of the U.S.S.R., including the territorial waters, as determined by U.S.S.R. law and international agreements, entered into by the U.S.S.R.

Section 3. The provisions of the Air Code of the U.S.S.R. shall apply:

(1) to all aspects of civil aviation and civil aeronautics within the U.S.S.R., except as regards aviation and aeronautics of the aviation industry for purposes of design-testing, experimental and research work, aviation industry aircraft in the process of testing, as well as to aviation of the All-Union Voluntary Auxiliary Association of the Army, Air Force, and Navy;

(2) while abroad, to all civil aircraft, entered in the State Register of Civil Aircraft of the U.S.S.R. (section 10), unless otherwise provided by the laws of the host country of the aircraft.

Section 4. Civil aviation and civil aeronautics in the U.S.S.R. shall be utilized for the following purposes:

(1) air transportation of passengers, baggage, cargo, mail;

(2) performance of special tasks within the various branches of the national economy (utilization of aviation in agriculture, forest protection, air surveys, etc.);

(3) rendering medical and other aid to the population and execution of sanitary measures;

(4) execution of testing, experimental and research and development work;

(5) training, cultural-educational and sport purposes.

CHAPTER II

AIRCRAFT

Section 9. All aerial craft (lighter, as well as heavier than air), except aerial craft constituting components of the Armed Forces, shall be deemed civil aircraft.

Section 11. From the moment of registration of a civil aircraft in the State Register of Civil Aircraft of the U.S.S.R., all prior entries relating

† This is an unofficial translation of selected portions. See biographical sketch of translator at p. 22 *supra*.

to such aircraft in the aircraft registers of foreign states shall not be recognized by the U.S.S.R.

The U.S.S.R. will equally not recognize the registration of a U.S.S.R. aircraft in the aircraft register of a foreign state, unless the aircraft has been stricken, in accordance with established procedure, from the State Register of Civil Aircraft of the U.S.S.R.

Section 12. An aircraft, entered in the State Register of Civil Aircraft of the U.S.S.R., may be stricken from the register in case of:

- (1) withdrawal of the aircraft from operation;
- (2) destruction of the aircraft;
- (3) missing aircraft, when the aircraft search has been abandoned (Section 67);
- (4) sale or transfer of the aircraft, in accordance with established procedure, to a foreign state, a foreign juridical entity or to an alien.

Section 13. Upon registration of an aircraft in the State Register of Civil Aircraft of the U.S.S.R., a State-registration identification mark, to be exhibited on the aircraft, shall be assigned thereto.

In addition thereto, the Red Cross or Red Crescent emblem shall be exhibited upon civil aircraft reserved for medical-sanitary service. Such craft shall be white-colored.

The Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R. shall establish identification markings for civil aircraft and the regulations concerning exhibition thereof.

In addition to the identification mark, an aircraft may be awarded, in accordance with the procedure established by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R., a distinctive name, to be recorded in the register and exhibited on the aircraft.

Section 14. An aircraft may be licensed for operation only upon determination that it satisfies flight safety requirements.

Accordingly:

- (1) a newly designed aircraft shall be cleared for operation only after completion of the state operational tests;
- (2) an aircraft of established design shall be cleared for operation only after completion of the factory tests;
- (3) when the design of an aircraft has been changed, as well as after repair and expiration of the prescribed period of operation of the aircraft, it is subject to new tests in accordance with established procedure.

An airworthiness certificate shall be issued on the basis of completed tests.

The Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R. shall establish the procedure for the issuance of an airworthiness certificate, as well as that for periodical testing of every aircraft licensed for operation.

Section 15. The following aircraft documents shall be aboard the aircraft:

- (1) aircraft registration certificate;
- (2) aircraft airworthiness certificate;
- (3) aircraft log;

- (4) radio station operating license;
- (5) other aircraft documents, as determined by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R.

The radio station operating license may be included in the aircraft registration certificate.

CHAPTER III

AIRCRAFT CREW

Section 18. An aircraft crew consists of a commander, other flight personnel and service personnel.

The Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R. shall determine the composition of the aircraft crew according to the type, class and purpose of the aircraft. The aircraft crew shall receive special flight training for each type of craft.

Aircraft flights with incomplete crews shall not be authorized.

Section 19. Only citizens of the U.S.S.R. may be crew members of aircraft registered in the State Register of Civil Aircraft of the U.S.S.R.

Deviations from this provision may be made in accordance with the procedure established by the Council of Ministers of the U.S.S.R.

Section 20. Members of an aircraft crew shall have special training according to their assigned duties, know the U.S.S.R. Air Code, the principal rules governing flight in U.S.S.R. airspace and the other rules, regulations and instructions governing their work.

Flight crew personnel shall be classified according to specialty, training level and work experience and issued corresponding certificates of one year validity. When on duty, flight crew personnel shall be in possession of said certificate and exhibit same to persons authorized to so request.

The classification procedure and that for issuance of certificates shall be established by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R.

Section 22. Only a person specialized as a pilot (aviator), and who also has the training and experience required for independent operation of the given type of aircraft, may be an aircraft commander.

The aircraft commander assigns all crew duties, insures rigid discipline and order aboard the aircraft, compliance with the aircraft navigational and operational rules, and also takes the necessary measures to secure the safety of persons aboard, the preservation of the aircraft and of property.

Section 24. Orders of the aircraft commander shall, without exception, be unquestioningly carried out by all persons aboard. While in flight, the aircraft commander has authority to take all necessary measures against persons endangering flight safety by their actions and disobeying his orders.

Persons who by their actions endangered flight safety and disobeyed the orders of the commander, may, upon landing of the aircraft at the nearest airport, be removed from the craft, and if an offense has been

committed, shall be surrendered to the appropriate authorities.

When an aircraft in flight is endangered or in distress, the aircraft commander shall take all measures for the preservation of the life and health of the persons, the craft, and the property aboard.

The commander is authorized to jettison from the craft baggage, cargo or mail, if such is necessary for the rescue of the passengers and crew, the preservation of the craft and to insure the safety of flight continuation and landing.

The entire crew, and in necessary instances the passengers as well shall participate in the rescue of the craft and persons.

In order to secure the safety of a distressed craft, and of the property aboard, the commander is authorized to enter into agreements on behalf of the organization having jurisdiction over said craft, concerning removal of the craft, cargo, baggage, mail, and to take other measures required by the circumstances.

In the event of distress, no crew member is authorized to abandon the craft without the commander's permission. The commander is the last to abandon the craft.

Section 26. An aircraft commander receiving a distress signal from another aircraft or from a sea-going or river vessel, or encountering an aircraft, sea-going or river vessel in distress or persons in danger, shall render such assistance as he is able to offer without endangering the aircraft passengers and crew in his charge, pinpoint on the map the location of the distress and report the distress to the traffic control authority.

CHAPTER IV

AIRDROMES AND AIRPORTS

Section 27. Airdromes and airports shall be organized to service aircraft engaged in flights for the purpose of transporting passengers, baggage, freight and mail, as well as for other purposes (Section 4).

CHAPTER V

FLIGHTS WITHIN U.S.S.R. AIRSPACE

Section 45. Scheduled aircraft flights in the U.S.S.R. airspace shall be performed on established permanent routes (airways).

Airways shall be equipped with radio-light-technical and other devices, insuring scheduled day or night aircraft traffic under unfavorable as well as favorable meteorological conditions.

The direction of airways, their width and facilities inventory shall be determined in accordance with the procedure established by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R. Crossing of airways shall be authorized only at predetermined points and at prescribed altitudes.

Aircraft flights outside the airways shall be performed on a prescribed route valid for a single flight.

An aircraft in flight straying beyond the airway limits or single route shall, immediately upon discovery thereof, correct the flight course.

Section 51. An aircraft shall be granted flight clearance only if in possession of:

- (1) aircraft documents (Section 15);
- (2) flight readiness accompanied by the flight plan and take-off clearance;
- (3) a crew, licensed to fly the particular type of aircraft under prevailing conditions;
- (4) the required amount of fuel, including the prescribed navigational reserve;
- (5) documents relating to the passengers, baggage, cargo and mail aboard the aircraft;
- (6) flight charts and other documents required by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R.

The Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R. may make exception to the requirements prescribed by this section for aircraft engaged in test flights.

Section 52. Every aircraft flight shall be made to accord with a flight plan, approved in conformity with established procedure. Deviations from the flight plan shall be permissible only by authorization of the traffic control authority.

All traffic control instructions shall be deemed mandatory for aircraft crews and they shall comply therewith fully. However, in case of manifest threat to flight safety, the aircraft commander, acting in accordance with prescribed flight regulations, may, depending upon the gravity of the situation, freely decide to deviate from the flight plan and from the instructions of the traffic control authority. The aircraft commander shall immediately notify the traffic control authority of the decision made.

Section 59. Constant radio communication shall be maintained between aircraft in flight and the traffic control service.

The procedure relating to the maintenance of radio communication shall be established by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R. In case of interruption of communication the aircraft commander and the traffic control service shall take appropriate measures for its resumption. In the event of impossibility of resumption of communication the aircraft shall land at the nearest airdrome and inform the traffic control service of its position.

Section 62. An aircraft entering U.S.S.R. airspace without authorization, or found within U.S.S.R. airspace without a state-registered marking or violating the established flight altitude, shall be regarded as a delinquent aircraft and shall, upon failure to obey the instructions of the flight control organs, be forced to land.

A delinquent aircraft shall, upon receipt of a landing instruction, effectuate the landing in the area assigned to it.

Upon landing and clarification of the reason for its violation, the aircraft may resume its flight only upon authorization by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R.

Section 68. In the event of collision of two or several aircraft, as well as in the event of damage caused by one aircraft to another, and even without collision, financial liability of the aircraft owners shall be determined according to the following situations:

(1) damage, caused through the fault of one party, shall be compensated fully by that party;

(2) where the damage was caused through the fault of both (or several) parties, liability of each of these shall be determined in proportion to the degree of fault, or in the event of impossibility to determine the degree of fault of each party, liability shall be apportioned among them in equal parts.

Absent any fault of the parties in the causation of the damage, neither of them has a right to claim damage compensation from the other party.

The carrier is financially liable for damage resulting in consequence of death, personal injury or other damage to health of aircraft passengers, as well as for damage caused to third party property aboard aircraft or entrusted to an air-transportation enterprise, in accordance with the provisions of this Code; however, he is entitled to reimbursement (redress) from the other party (parties) through whose fault the damage has been caused, in accordance with paragraphs 1 and 2 of this section.

CHAPTER VI

INTERNATIONAL FLIGHTS

Section 76. Pilotless foreign aircraft shall be authorized to navigate in U.S.S.R. airspace pursuant solely to special authorization, issued in accordance with established procedure by the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R., and in compliance with the conditions set forth at the time of issuance of such authorization.

The state of registry of the pilotless aircraft shall provide the appropriate U.S.S.R. authorities with the means to control the flight of such aircraft within U.S.S.R. airspace in order to avoid the possibility of collision thereof with other aircraft in flight.

CHAPTER VII

AIR TRANSPORTATION OF PASSENGERS, BAGGAGE, CARGO, AND MAIL

Section 81. Air transportation of passengers, baggage, cargo, and mail may be undertaken solely by air transportation enterprises of the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R.

Other aircraft owning enterprises, organizations, and establishments may undertake transportation of passengers, baggage, cargo, and mail solely for the satisfaction of their own needs.

International transportation of passengers, baggage, cargo, and mail may also be undertaken by foreign aircraft.

Section 84. A passenger air transportation contract shall be evidenced by a ticket, the checking of baggage—by a baggage check.

A cargo transportation contract shall be evidenced by an airway bill.

An airway bill shall be issued in the name of a designated consignee, accompanies the cargo on its entire indicated route and shall be transferred to the consignee at the point of destination together with the cargo. One copy of the airway bill shall be issued to the consignor upon acceptance of the cargo for transportation.

A mail transportation contract shall be evidenced by a postal receipt.

Section 88. A passenger has a right to cancel a flight and to be reimbursed for the paid transportation fare in the event of:

- (1) illness of the passenger, certified by a medical institution;
- (2) delayed departure of the aircraft at the point of departure or substitution of the aircraft with a different type craft;
- (3) return of the craft to the point of departure, without completion of the flight;
- (4) notice to the carrier of cancellation of the flight, not later than within the time limit established by the transportation regulations. In the event of the passenger's flight cancellation later than the time limit prescribed by the regulations, the passenger is entitled to be reimbursed for the paid transportation fare, minus an established fee. The amount of the fee shall not exceed twenty-five per cent of the tariff rate for one way fare transportation.

The passenger is entitled to refuse continuation of a flight and to be reimbursed for an appropriate part of the paid transportation fare, where the flight has been interrupted as a result of a forced landing or for any other reason or where the departure of the passenger from an intermediate landing airport did not take place on schedule, as well as in the event of the passenger's illness.

Section 92. In carrying out his shipping plan the carrier shall make available the planned transportation facilities, whereas the consignor shall present the planned cargo for shipment.

In the event of failure to make available the planned transportation facilities and failure to present for shipment the planned cargo, both carrier and consignor are subject to pay each other a penalty amounting to twenty-five per cent of the shipping cost of the not shipped or not transported cargo load readied for shipment.

Carrier and consignor shall be subject to like liability for failure to carry out the obligation undertaken by the carrier upon application of the consignor to transport unplanned or plan-exceeding cargo.

Section 93. The consignor shall be relieved of liability for nondelivery of cargo for shipment or for delivery of a lesser quantity thereof, where such was the result of an event of elemental character, as well as of disaster at the consignor's enterprises, resulting in production stoppage for a period of not less than seventy-two hours.

The carrier shall be relieved of liability for not making available transportation facilities, where such was the result of an Act of God, as well as inability of aircraft to fly for meteorological reasons.

Section 94. The consignor shall, upon delivery of cargo for shipment, indicate in the air waybill the exact description of the cargo, and where

necessary its peculiar properties as well. The carrier shall have the right to verify the accuracy of such information.

The cargo weight shall be ascertained at the time of acceptance of the cargo for shipment and be indicated in the air waybill.

The consignor shall deliver to the carrier together with the air waybill all documents required pursuant to health, quarantine and other regulations.

The consignor is responsible for the accuracy of the information entered by him in the air waybill, and obligated to compensate the carrier or third persons for damage resulting from incorrectness, inaccuracy or incomplete information.

Section 101. A carrier is subject to financial liability pursuant to the laws of the U.S.S.R. and of the Union Republics for death, personal injury or other injury to health, caused to a passenger during start, flight or landing of an aircraft, as well as during enplanement and deplanement of a passenger, unless shown that the damage was the result of malice aforethought of the victim itself.

In case where death, personal injury or other injury to health to a passenger resulted from an insuperable force, the carrier is statutorily liable unless shown that causation or enhancement of the damage was intended by or the result of gross negligence of the victim itself. In other instances, when the carrier shows that gross negligence of the victim itself caused the occurrence or enhancement of the damage, the amount of damage compensation shall either be reduced or denied in accordance with the general principles of civil law.

Section 102. A carrier is responsible for the protection of baggage, cargo and mail from the time of acceptance thereof for transportation to the time of delivery to the consignee or delivery thereof to another organization in accordance with existing regulations.

A carrier shall be relieved of liability, where it is shown that the loss, deterioration or damage to the baggage, cargo or mail occurred as a result of unavoidable circumstances, or circumstances beyond its control, especially the following:

- (1) fault of the consignor or consignee;
- (2) peculiar natural properties of the articles carried;
- (3) defective containers or packaging, undetectable through external inspection at the time of acceptance of the baggage, cargo and mail for shipment;
- (4) delivery of baggage, cargo and mail for shipment without mention in the air waybill of its special properties requiring special conditions or precautionary measures for their protection during shipment and storage.

A carrier is responsible for the protection of a passenger's personal un-checked belongings only where it is shown that the loss, deterioration, or damage thereof were the result of the carrier's fault.

Section 103. A carrier shall be relieved of liability for loss, loss of weight, deterioration or damage to cargo accepted for shipment; where such were the result of:

(1) circumstances relating to loading or unloading with the consignor's or consignee's facilities;

(2) failure of the consignor's or consignee's representatives, who accompany the cargo, to take the necessary measures for the protection of the cargo;

(3) natural cargo shrinkage, within the established limits, during shipment.

Where loss, loss of weight, deterioration or damage to the cargo could have resulted from any of the several above causes, it shall be deemed to have been thus caused unless the claimant or plaintiff shall have proved otherwise.

Section 104. A carrier shall be relieved of liability for shortage of cargo arriving properly packed and with intact consignor's seals, where the claimant or plaintiff fails to prove that the cargo shortage resulted as a result of loss of or damage to the cargo by the carrier.

Section 105. A carrier is liable for loss of or damage to cargo, baggage or a passenger's hand-carried articles to the following extent:

(1) for the amount of the declared value, for loss of cargo or baggage of a declared value, accepted for shipment; for the amount of the real value, however, where the carrier proves the declared value to exceed the real value;

(2) for the amount of the real value, for loss of cargo accepted for shipment without declaration of value;

(3) for the amount established by the tariff, for loss of baggage accepted for shipment without declaration of value, as well as for the passenger's hand-carried articles;

(4) for the amount by which their value is reduced, for damage to cargo, baggage or a passenger's hand-carried articles.

Section 106. For delay in delivery of cargo a carrier pays to the consignee a penalty in the amount of five per cent of the freight rate for every twenty-four hours of delay, but not more than fifty per cent of the freight rate.

A carrier shall be relieved of liability for delay in delivery of cargo where it is shown that the delay was caused by weather-conditioned impossibility to fly or for other reasons beyond the control of the carrier.

The consignor or consignee may deem cargo lost and claim appropriate compensation where such cargo has not been delivered to the consignee within ten days after expiration of the delivery date. However, where the cargo has arrived after expiration of the stated date, the consignee shall accept the cargo and refund the amount paid by the carrier for the cargo loss.

Section 109. Passengers, consignors and consignees shall pay compensation, in accordance with general principles, for damages caused through their fault to the property of the carrier and to the property of other persons for which the carrier is liable.

Section 111. In the event of mutilation or other injury to a passenger's

health, the injured party has the right to file a claim with the airline, whereas in the event of his death—the persons entitled to compensation pursuant to the general principles of civil law.

Section 112. Prior to filing suit arising out of a transportation contract against a carrier, it is necessary to present it with the claim.

Claims, arising out of cargo transportation, shall be filed with the air-carrier enterprise at the point of destination through the destination airport.

At the election of the claimant, claims, arising out of passenger or baggage transportation, may be filed through the departure or destination airport with the air-carrier enterprise of the point of departure or destination.

Claims, arising out of transportation, effectuated on a single document by several means of transportation, shall be filed:

(1) with the air-carrier enterprise, where the transportation terminal is an airport;

(2) with the other appropriate transportation organization, where the transportation terminal is a railroad or truck station, a wharf, or port.

Section 113. A right to file a claim or suit against the air carrier is granted to:

(1) in the event of total baggage loss—the holder of the claim check, but in the event of partial loss, damage or deterioration of baggage—the party presenting the commercial document issued by the carrier;

(2) in the event of total cargo loss:

the consignee, upon presentation of an air waybill, issued by the carrier to the consignor, with a certification thereon by the destination airport regarding the non-arrival of the cargo, but in the event of impossibility to present such air waybill—a receipt for the freight paid and an air carrier certificate concerning dispatch of the cargo with a certification by the destination airport concerning non-arrival of the cargo;

the consignor, upon presentation of the waybill issued to him;

(3) in the event of partial cargo loss or deterioration—the consignee upon presentation of the air waybill, accompanying the cargo, and of the commercial document issued to him by the carrier;

(4) in the event of delayed cargo delivery—the consignee upon presentation of the air waybill accompanying the cargo.

Lack of a commercial document does not deprive a customer of the right to file a claim or suit, where it is shown that the air carrier's employees refused to prepare the commercial document and the customer protested against their conduct.

Section 114. Assignment to other organizations or persons of the right to file claim or suit shall not be authorized, except for assignment of such right by the consignor to the consignee or by the consignee to the consignor, as well as by the consignee or consignor to a superior or subordinate organization.

Section 115. Claims against air carrier enterprises may be presented within six months, but claims for penalty payment—within forty-five days.

Said periods shall be computed:

- (1) for compensation claims for partial loss, damage or deterioration of cargo or baggage—from the day of delivery;
- (2) for compensation claims for total loss of cargo—upon expiration of ten days after expiration of the delivery date;
- (3) for compensation claims for total loss of baggage, as well as for delayed cargo arrival—from the time of expiration of the delivery date;
- (4) in all other instances—from day of occurrence of the event, giving rise to presentation of the claim.

Section 118. Aircraft passengers are subject to mandatory state insurance.

Regulations concerning passenger insurance shall be approved by the Ministry of Finance of the U.S.S.R. in agreement with the Central Administration of the Civil Airfleet attached to the Council of Ministers of the U.S.S.R.

CHAPTER VIII

INTERNATIONAL TRANSPORTATION OF PASSENGERS, BAGGAGE AND CARGO

Section 120. Insofar as not otherwise provided by international agreements entered into by the U.S.S.R., the provisions of this chapter shall apply to all international air transportation of passengers, baggage and cargo, effectuated for pay, as well as gratuitously, by U.S.S.R. civil aircraft.

International air carriage of mail shall be effectuated in accordance with the rules of international postal agreements, entered into by the U.S.S.R.

Section 124. A consignor is responsible for the accuracy of the information relating to the cargo, entered by him in the air waybill. He is liable for damage to the carrier or other person, to whom the carrier is responsible, caused as a result of inaccuracy, incorrectness, or incompleteness of such information.

Section 126. A consignor shall furnish information and attach to the waybill all necessary documents for compliance with customs and other formalities prior to release of the cargo to the consignee. The consignor is liable to the carrier for all damages which may result from absence, insufficiency or incorrectness of such information and documents, except such as are due to the carrier's fault.

A carrier is not obligated to verify such information or documents regarding their accuracy or sufficiency.

Section 128. A carrier is liable for damage resulting from destruction, loss of or damage to cargo or baggage checked by a passenger, where the event resulting in damage occurred while the baggage or cargo were in the carrier's custody, regardless whether it took place on the ground or aboard the aircraft. The carrier is equally liable for direct losses, caused by delays in the air transportation of baggage and cargo.

Section 130. In carrying passengers, the liability of the carrier for dam-

age to each passenger shall be limited to the amount fixed by international agreements in effect relating to liability in air transportation to which the U.S.S.R. is a party. Compensation may be granted in the form of periodic payments, the aggregate amount of such payments not to exceed the fixed amount.

Section 131. In carrying cargo and checked baggage, the carrier's liability for each kilogram of cargo or baggage shall be limited to the amount fixed by existing international agreements concerning liability in international transportation to which the U.S.S.R. is a party, except where the consignor entrusted the cargo or baggage to the carrier with a declared value. In such event liability shall be determined in accordance with the declared value, unless the carrier proves that it exceeds the actual damage suffered.

Where loss, damage or delay of part of cargo or checked baggage or of any object contained therein occurs, only the overall weight of the parcel or parcels shall be taken into consideration in the computation of the amount of compensation. However, where the loss, damage or delay of part of the baggage or cargo, or of any object contained therein affects the value of other parcels covered by the same baggage check or waybill, the overall weight of all such parcels shall be taken into consideration in determining the amount of compensation.

Section 132. The carrier's liability for unchecked personalty of a passenger shall be limited to the amount fixed by existing international agreements relating to liability in international air transportation to which the U.S.S.R. is a party.

Section 135. A tort claim of action shall be filed in the court where the carrier's administration is located within not less than two years from the day of arrival of the aircraft at its destination or from the date when the aircraft was scheduled to arrive, or from the date of interruption of the transportation.