Appendix a

PREAMBLE

The Government of India and the Government of Pakistan, being equally desirous of attaining the most complete and satisfactory utilisation of the waters of the Indus system of rivers and recognising the need, therefore, of fixing and delimiting, in a spirit of goodwill and friendship, the rights and obligations of each in relation to the other concerning the use of these waters and of making provision for the settlement, in a cooperative spirit, of all such questions as may hereafter arise in regard to the interpretation or application of the provisions agreed upon herein, have resolved to conclude a Treaty in furtherance of these objectives, and for this purpose have named as their plenipotentiaries:

The Government of India:

Shri Jawaharlal Nehru,

Prime Minister of India,

and

The Government of Pakistan:

Field Marshal Mohammad Ayub Khan, HP H.J.,

President of Pakistan;

who, having communicated to each other their respective Full Powers and having found them in good and due form, have agreed upon the following Articles and Annexures

Article I

Definitions

As used in this Treaty:

(1) The terms "Article" and "Annexure" mean respectively an Article of, and an Annexure to, this Treaty. Except as otherwise indicated, references to Paragraphs are to the paragraphs in the Article or in the Annexure in which the reference is made.

(2) The term "Tributary" of a river means any surface channel, whether in continuous or intermittent flow and by whatever name called, whose waters in the natural course would fall into that river, e.g. a tributary, a torrent, a natural drainage, an artificial drainage, a nadi, a nai, a khad, a cho. The term also includes any sub-tributary or branch or subsidiary channel, by whatever name called, whose waters, in the natural course, would directly or otherwise flow into that surface channel.

(3) The term “The Indus,” “The Jhelum,” “The Chenab,” “The Ravi,” “The Beas,” “The Sutlej,” means the named river (including Connecting Lakes, if any) and all its Tributaries: Provided however that

(i) non of the rivers named above shall be deemed to be a Tributary;
(ii) The Chenab shall be deemed to include the river Panjnad; and
(iii) The river Chandra and the river Bhaga shall be deemed to be Tributaries of The Chenab.

(4) The term “Main” added after Indus, Jhelum, Chenab, Sutlej, Beas or Ravi
means the main stem of the named river excluding its Tributaries, but including all channels and creeks of the main stem of that river and such Connecting Lakes as form part of the main stem itself. The Jhelum Main shall be deemed to extend up to Verinag, and the Chenab Main up to the confluence of the river Chandra and the river Bhaga.


(6) The Term "Western Rivers" means The Indus, The Jhelum and The Chenab taken together.


(8) The term "Connecting Lake" means any lake which receives water from, or yields water to, any of the Rivers; but any lake which occasionally and irregularly receives only the spill of any of the Rivers and returns only the whole or part of that spill is not a Connecting Lake.

(9) The term "Agricultural Use" means the use of water for irrigation, except for irrigation of household gardens and public recreational gardens.

(a) The term "Domestic Use" means the use of water for:

(b) drinking, washing, bathing, recreation, sanitation (including the conveyance and dilution of sewage and of industrial and other wastes), stock and poultry, and other like purposes;

(c) household and municipal purposes (including use for household gardens and public recreational gardens); and

(d) industrial purposes (including mining, milling and other like purposes); but the term does not include Agricultural Use or use for the generation of hydroelectric power.

(11) The term "Non-Consumptive Use" means any control or use of water for navigation, floating of timber or other property, flood protection or flood control, fishing or fish culture, wild life or other like beneficial purposes, provided that, exclusive of seepage and evaporation of water incidental to the control or use, the water (undiminished in volume within the practical range of measurement) remains in, or is returned to, the same river or its Tributaries; but the term does not include Agricultural Use or use for the generation of hydroelectric power.

(12) The term "Transition Period" means the period beginning and ending as provided in Article II (6).

(13) The term "Bank" means the International Bank for Reconstruction and Development.

(14) The term "Commissioner" means either of the Commissioners appointed under the provisions of Article VII 1(1) and the term "Commission" means the Permanent Indus Commission constituted in accordance with Article VIII (3).

(15) The term "interference with the waters" means:

(a) Any act of withdrawal there from; or
(b) Any man-made obstruction to their flow which causes a change in the volume (within the practical range of measurement) of the daily flow of the waters: Provided however that an obstruction which involves only an insignificant and incidental change in the volume of the daily flow, for example, fluctuations due to afflux caused by bridge piers or a temporary by-pass, etc., shall not be deemed to be an interference with the waters.

(16) The term "Effective Date" means the date on which this Treaty takes effect in accordance with the provisions of Article XII, that is, the first of April 1960.

**Article II**

**Provisions Regarding Eastern Rivers**

(1) All the waters of the Eastern Rivers shall be available for the unrestricted use of India, except as otherwise expressly provided in this Article.

(2) Except for Domestic Use and Non-Consumptive Use, Pakistan shall be under an obligation to let flow, and shall not permit any interference with, the waters of the Sutlej Main and the Ravi Main in the reaches where these rivers flow in Pakistan and have not yet finally crossed into Pakistan. The points of final crossing are the following: (a) near the new Hasta Bund upstream of Suleimanke in the case of the Sutlej Main, and (b) about one and a half miles upstream of the syphon for the B-R-B-D Link in the case of the Ravi Main.

(3) Except for Domestic Use, Non-Consumptive Use and Agricultural Use (as specified in Annexure B), Pakistan shall be under an obligation to let flow, and shall not permit any interference with, the waters (while flowing in Pakistan) of any Tributary which in its natural course joins the Sutlej Main or the Ravi Main before these rivers have finally crossed into Pakistan.

(4) All the waters, while flowing in Pakistan, of any Tributary which, in its natural course, joins the Sutlej Main or the Ravi Main after these rivers have finally crossed into Pakistan shall be available for the unrestricted use of Pakistan: Provided however that this provision shall not be construed as giving Pakistan any claim or right to any releases by India in any such Tributary. If Pakistan should deliver any of the waters of any such Tributary, which on the Effective Date joins the Ravi Main after this river has finally crossed into Pakistan, into a reach of the Ravi Main upstream of this crossing, India shall not make use of these waters; each Party agrees to establish such discharge observation stations and make such observations as may be necessary for the determination of the component of water available for the use of Pakistan on account of the aforesaid deliveries by Pakistan, and Pakistan agrees to meet the cost of establishing the aforesaid discharge observation stations and making the aforesaid observations.

(5) There shall be a Transition Period during which, to the extent specified in Annexure H, India shall
   (i) limit its withdrawals for Agricultural Use,
   (ii) limit abstractions for storages, and
   (iii) make deliveries to Pakistan from the Eastern Rivers.

(6) The Transition Period shall begin on 1st April, 1960 and it shall end on 31st
March, 1970, or, if extended under the provisions of Part 8 of Annexure H, on the date up to which it has been extended. In any event, whether or not the replacement referred to in Article IV(1) has been accomplished, the Transition Period shall end not later than 31st March, 1973.

(7) If the Transition Period is extended beyond 31 March 1970, the provisions of Article V(5) shall apply.

(8) If the Transition Period is extended beyond 31st March 1970, the provisions of Paragraph (5) shall apply during the period of extension beyond 31st March, 1970.

(9) During the Transition Period, Pakistan shall receive for unrestricted use the waters of the Eastern Rivers which are to be released by India in accordance with the provisions of Annexure H. After the end of the Transition Period, Pakistan shall have no claim or right to releases by India of any of the waters of the Eastern Rivers. In case there are any releases, Pakistan shall enjoy the unrestricted use of the waters so released after they have finally crossed into Pakistan: Provided that in the event that Pakistan makes any use of these waters, Pakistan shall not acquire any right whatsoever, by prescription or otherwise, to a continuance of such releases or such use.

ARTICLE III
Provisions Regarding Western Rivers

(1) Pakistan shall receive for unrestricted use all those waters of the Western Rivers which India is under obligation to let flow under the provisions of Paragraph (2).

(2) India shall be under an obligation to let flow all the waters of the Western Rivers, and shall not permit any interference with these waters, except for the following uses, restricted (except as provided in item (c) (ii) of Paragraph 5 of Annexure C) in the case of each of the rivers, The Indus, The Jhelum and The Chenab, to the drainage basin thereof.

(a) Domestic Use;
(b) Non-Consumptive Use;
(c) Agricultural Use, as set out in Annexure C; and
(d) Generation of hydro-electric power, as set out in Annexure D.

(3) Pakistan shall have the unrestricted use of all waters originating from sources other than the Eastern Rivers which are delivered by Pakistan into the Ravi or the Sutlej, and India shall not make use of these waters. Each Party agrees to establish such discharge observation stations and make such observations as may be considered necessary by the Commission for the determination of the component of water available for the use of Pakistan on account of the aforesaid deliveries by Pakistan.

(4) Except as provided in Annexures D and E, India shall not store any water of, or construct any storage works on, the Western Rivers.
ARTICLE IV
Provisions Regarding Eastern Rivers and Western Rivers

(1) Pakistan shall use its best endeavours to construct and bring into operation, with due regard to expedition and economy, that part of a system of works which will accomplish the replacement, from the Western Rivers and other sources, of water supplies for irrigation canals in Pakistan which, on 15th August 1947, were dependent on water supplies from the Eastern Rivers.

(2) Each Party agrees that any Non-Consumptive Use made by it shall be so made as not to materially change, on account of such use, the flow in any channel to the prejudice of the uses on that channel by the other Party under the provisions of this Treaty. In executing any scheme of flood protection or flood control each Party will avoid, as far as practicable, any material damage to the other Party, and any such scheme carried out by India on the Western Rivers shall not involve any use of water or any storage in addition to that provided tinder Article III.

(3) Nothing in this Treaty shall be construed as having the effect of preventing either Party from undertaking schemes of drainage, river training, conservation of soil against erosion and dredging, or from removal of stones, gravel or sand from the beds of the Rivers: Provided that

(a) in executing any of the schemes mentioned above, each Party will avoid, as far as practicable, any material damage to the other Party;

(b) any such scheme carried out by India on the Western Rivers shall not involve any use of water or any storage in addition to that provided under Article III;

(c) except as provided in Paragraph (5) and Article VII (1)(b), India shall not take any action to increase the catchment area, beyond the area on the Effective Date, of any natural or artificial drainage or drain which crosses into Pakistan, and shall not undertake such construction or remodeling of any drainage or drain which so crosses or falls into a drainage or drain which so crosses as might cause material damage in Pakistan or entail the construction of a new drain or enlargement of an existing drainage or drain in Pakistan; and

(d) should Pakistan desire to increase the catchment area, beyond the area on the Effective Date, of any natural or artificial drainage or drain, which receives drainage waters from India, or, except in an emergency, to pour any waters into it in excess of the quantities received by it as on the Effective Date, Pakistan shall, before undertaking any work for purposes, increase the capacity of that drainage or drain to the extent necessary so as not to impair its efficacy for dealing with drainage waters received from India as on the Effective Date.

(4) Pakistan shall maintain in good order its portions of the drainages mentioned below with capacities not less than the capacities as on the Effective Date:-

(i) Hudiara Drain
(ii) Kasur Nala
(iii) Salimshah Drain
(iv) Fazilka Drain.

(5) If India finds it necessary that any of the drainages mentioned in Paragraph (4) should be deepened or widened in Pakistan, Pakistan agrees to undertake to do so as a work of public interest, provided India agrees to pay the cost of the deepening or widening.

(6) Each Party will use its best endeavours to maintain the natural channels of the Rivers, as on the Effective Date, in such condition as will as far as practicable, any obstruction to the flow in these channels likely to material damage to the other Party.

(7) Neither Party will take any action which would have the effect of diverting the Ravi Main between Madhopur and Lahore, or the Sutlej Main between Harike and Suleimanke, from its natural channel between high banks.

(8) The use of the natural channels of the Rivers for the discharge of flood or other excess waters shall be free and not subject to limitation by either Party, or neither Party shall have any claim against the other in respect of any damage caused by such use. Each Party agrees to communicate to the other Party, as far in advance as practicable, any information it may have in regard to such extraordinary discharges of water from reservoirs and flood flows as may affect the other Party.

(9) Each Party declares its intention to operate its storage dams, barrages and irrigation canals in such manner, consistent with the normal operations of its hydraulic systems, as to avoid, as far as feasible, material damage to the other Party.

(10) Each Party declares its intention to prevent, as far as practicable, undue pollution of the waters of the Rivers which might affect adversely uses similar in nature to those to which the waters were put on the Effective Date, and agrees to take all reasonable measures to ensure that, before any sewage or industrial waste is allowed to flow into the Rivers, it will be treated, where necessary, in such manner as not materially to affect those uses: Provided that the criterion of reasonableness shall be the customary practice in similar situations on the Rivers.

(11) The Parties agree to adopt, as far as feasible, appropriate measures for the recovery, and restoration to owners, of timber and other property floated or floating down the Rivers, subject to appropriate charges being paid by the owners.(12)The use of water for industrial purposes under Article II (2),II(3)and III (2) shall not exceed:

(a) in the case of an industrial process known on the Effective Date, such quantum of use as was customary in that process on the Effective Date;
(b) in the case of an industrial process not known on the Effective Date:
   (i) such quantum of use as was customary on the Effective Date in similar or in any way comparable industrial processes; or
   (ii) if there was no industrial process on the Effective Date similar or in any
way comparable to the new process, such quantum of use as would not have a substantially adverse effect on the other Party.

(13) Such part of any water withdrawn for Domestic Use under the provisions of Articles II (3) and III (2) is subsequently applied to Agricultural Use shall be accounted for as part of the Agricultural Use specified in Annexure B and Annexure C respectively; each Party will use its best endeavours to return to the same river (directly or through one of its Tributaries) all water withdrawn there from for industrial purposes and not consumed either in the industrial processes for which it was withdrawn or in some other Domestic Use.

(14) In the event that either Party should develop a use of the waters of the Rivers which is not in accordance with the provisions of this Treaty, that Party shall not acquire by reason of such use any right, by prescription or otherwise, to a continuance of such use.

(15) Except as otherwise required by the express provisions of this Treaty, nothing in this Treaty shall be construed as affecting existing territorial rights over the waters of any of the Rivers or the beds or banks thereof, or as affecting existing property rights under municipal law over such waters or beds or banks.

**Article V

Financial Provisions**

(1) In consideration of the fact that the purpose of part of the system of works referred to in Article IV(1) is the replacement from the Western Rivers and other sources, of water supplies for irrigation canals in Pakistan which, on 15th August 1947, were dependent on water supplies from the Eastern Rivers, India agrees to make a fixed contribution of Pounds Sterling 62,060,000 towards the costs of these works. The amount in Pounds Sterling of this contribution shall remain unchanged irrespective of any alteration in the par value of any currency.

(2) The sum of Pounds Sterling 62,060,000 specified in Paragraph (1) shall be paid in ten equal annual installments on the 1st of November of each year. The first of such annual installments shall be paid on 1st November 1960, or if the Treaty has not entered into force by that date, then within one month after the Treaty enters into force.

(3) Each of the installments specified in Paragraph (2) shall be paid to the Bank for the credit of the Indus Basin Development Fund to be established and administered by the Bank, and payment shall be made in Pounds Sterling, or in such other currency or currencies as may from time to time be agreed between India and the Bank.

(4) The payments provided for under the provisions of Paragraph (3) shall be made without deduction or set-off on account of any financial claims of India on Pakistan arising otherwise than under the provisions of this Treaty: Provided that this provision shall in no way absolve Pakistan from the necessity of paying in other ways debts to India which may be outstanding against Pakistan.

(5) If, at the request of Pakistan, the Transition Period is extended in accordance with the provisions of Article 11(6) and of Part 8 of Annexure H, the Bank shall
thereupon pay to India out of the Indus Basin Development Fund the appropriate amount specified in the Table below:-

<table>
<thead>
<tr>
<th>Period of Extension of Transition</th>
<th>Paym Payment to India Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>One year</td>
<td>£Stg. 3,125,000</td>
</tr>
<tr>
<td>Two years</td>
<td>£Stg. 6,406,250</td>
</tr>
<tr>
<td>Three years</td>
<td>£Stg. 9,850,000</td>
</tr>
</tbody>
</table>

(6) The provisions of Article IV(1) and Article V(1) shall not be construed as conferring upon India any right to participate in the decisions as to the system of works which Pakistan constructs pursuant to Article IV(1) or as constituting an assumption of any responsibility by India or as an agreement by India in regard to such works.

(7) Except for such payments as are specifically provided for in this Treaty, neither Party shall be entitled to claim any payment for observance of the provisions of this Treaty or to make any charge for water received from it by the other Party.

**Article VI**

**Exchange of Data**

(1) The following data with respect to the flow in, and utilisation of the waters of, the Rivers shall be exchanged regularly between the Parties:-

(a) Daily (or as observed or estimated less frequently) gauge and discharge data relating to flow of the Rivers at all observation sites.

(b) Daily extractions for or releases from reservoirs.

(c) Daily withdrawals at the heads of all canals operated by government or by a government agency (hereinafter in this Article called canals), including link canals.

(d) Daily escapages from all canals, including link canals.

(e) Daily deliveries from link canals.

These data shall be transmitted monthly by each Party to the other as soon as the data for a calendar month have been collected and tabulated, but not later than three months after the end of the month to which they relate: Provided that such of the data specified above as are considered by either Party to be necessary for operational purposes shall be supplied daily or at less frequent intervals, as may be requested. Should one Party request the supply of any of these data by telegram, telephone, or wireless, it shall reimburse the other Party for the cost of transmission.

(2) If, in addition to the data specified in Paragraph (1) of this Article, either Party requests the supply of any data relating to the hydrology of the Rivers, or to canal or reservoir operation connected with the Rivers, or to any provisions of this Treaty, such data shall be supplied by the other Party to the extent that these are available.
Future Co-operation

(1) The two Parties recognize that they have a common interest in the optimum development of the Rivers, and, to that end, they declare their intention to co-operate, by mutual agreement, to the fullest possible extent. In particular:

(a) Each Party, to the extent it considers practicable and on agreement by the other Party to pay the costs to be incurred, will, at the request of the other Party, set up or install such hydrologic observation stations within the drainage basins of the Rivers, and set up or install such meteorological observation stations relating thereto and carry out such observations thereat, as may be requested, and will supply the data so obtained.

(b) Each Party, to the extent it considers practicable and on agreement by the other Party to pay the costs to be incurred, will, at the request of the other Party, carry out such new drainage works as may be required in connection with new drainage works of the other Party.

(c) At the request of either Party, the two Parties may, by mutual agreement, co-operate in undertaking engineering works on the Rivers. The formal arrangements, in each case, shall be as agreed upon between the Parties.

(2) If either Party plans to construct any engineering work which would cause interference with the waters of any of the Rivers and which, in its opinion, would affect the other Party materially, it shall notify the other Party of its plans and shall supply such data relating to the work as may be available and as would enable the other Party to inform itself of the nature, magnitude and effect of the work. If a work would cause interference with the waters of any of the Rivers but would not, in the opinion of the Party planning it, affect the other Party materially, nevertheless the Party planning the work shall, on request, supply the other Party with such data regarding the nature, magnitude and effect, if any, of the work as may be available.

Permanent Indus Commission

(1) India and Pakistan shall each create a permanent post of Commissioner for Indus Waters, and shall appoint to this post, as often as a vacancy occurs, a person who should ordinarily be a high-ranking engineer competent in the field of hydrology and water use. Unless either Government should decide to take up any particular question directly with the other Government, each Commissioner will be the representative of his Government for all matters arising out of this Treaty, and will serve as the regular channel of communication on all matters relating to the implementation of the Treaty, and, in particular, with respect to

(a) the furnishing or exchange of information of data provided for in the Treaty; and
(b) the giving of any notice or response to any notice provided for in the Treaty.

(2) The status of each Commissioner and his duties and responsibilities towards his Government will be determined by that Government.

(3) The two Commissioners shall together form the Permanent Indus Commission.

(4) The purpose and functions of the Commission shall be to establish and maintain co-operative arrangements for the implementation of this Treaty, to promote co-operation between the Parties in the development of the waters of the Rivers and, in particular,

(a) to study and report to the two Governments on any problem relating to the development of the waters of the Rivers which may be jointly referred to the Commission by the two Governments: In the event that a reference is made by one Government alone, the Commissioner of the other Government shall obtain the authorization of his Government before he proceeds to act on the reference;

(b) to make every effort to settle promptly, in accordance with the provisions of Article IX(1), any question arising there under;

(c) to undertake, once in every five years, a general tour of inspection of the Rivers for ascertaining the facts connected with various developments and works on the Rivers;

(d) to undertake promptly, at the request of either Commissioner, a tour of inspection of such works or sites on the Rivers as may be considered necessary by him for ascertaining the facts connected with those works or sites; and

(e) to take, during the Transition Period, such steps as may be necessary for the implementation of the provisions of Annexure H.

(5) The Commission shall meet regularly at least once a year, alternately in India and Pakistan. This regular annual meeting shall be held in November or in such other month as may be agreed upon between the Commissioners. The Commission shall also meet when requested by either Commissioner.

(6) To enable the Commissioners to perform their functions in the Commission, each Government agrees to accord to the Commissioner of the other Government the same privileges and immunities as are accorded to representatives of members States to the principal and subsidiary organs of the United Nations under Sections 11, 12 and 13 of Article IV of the Convention on the Privileges and Immunities of the United Nations (dated 13th February, 1946) during the periods specified in those Sections. It is understood and agreed that these privileges and immunities are accorded to the Commissioners not for the personal benefit of the individuals themselves but in order to safeguard the independent exercise of their functions in connection with the Commission; consequently, the Government appointing the Commissioner not only has the right but is under a duty to waive the immunity of its Commissioner in any case where, in the opinion of the appointing Government, the immunity would impede the course of justice and can be waived without
prejudice to the purpose for which the immunity is accorded.

(7) For the purposes of the inspections specified in Paragraph (4) (c) and (d), each Commissioner may be accompanied by two advisers or assistants to whom appropriate facilities will be accorded.

(8) The Commission shall submit to the Government of India and to the Government of Pakistan, before the first of June of every year, a report on its work for the year ended on the preceding 31st of March, and may submit to the two Governments other reports at such times as it may think desirable.

(9) Each Government shall bear the expenses of its Commissioner and his ordinary staff. The cost of any special staff required in connection with the work mentioned in Article VII (1) shall be borne as provided therein.

(10) The Commission shall determine its own procedures.

Article IX

Settlement of Differences and Disputes

(1) Any question which arises between the Parties concerning the interpretation or application of this Treaty or the existence of any fact which, if established, might constitute a breach of this Treaty shall first be examined by the Commission, which will endeavours to resolve the question by agreement.

(2) If the Commission does not reach agreement on any of the questions mentioned in Paragraph (1), then a difference will be deemed to have arisen, which shall be dealt with as follows:

(a) Any difference which, in the opinion of either Commissioners, falls within the provisions of Part 1 of Annexure F shall, at the request of either Commissioner, be dealt with by a Neutral Expert in accordance with the provisions of Part 2 of Annexure F;

(b) If the difference does not come within the provisions of Paragraph (2) (a), or if a Neutral Expert, in accordance with the provisions of Paragraph 7 of Annexure F, has informed the Commission that, in his opinion, the difference, or a part thereof, should be treated as a dispute, then a dispute will be deemed to have arisen which shall be settled in accordance with the provisions of Paragraph (3), (4) and (5):

Provided that, at the discretion of the Commission, any difference may either be dealt with by a Neutral Expert in accordance with the provisions of Part 2 of Annexure F or be deemed to be a dispute to be settled in accordance with the provisions of Paragraph (3), (4) and (5), or may be settled in any other way agreed upon by the Commission.

(3) As soon as a dispute to be settled in accordance with this and the succeeding paragraphs of this Article has arisen, the Commission shall, at the request of either Commissioner, report the fact to the two Governments, as early as practicable,
stating in its report the points on which the Commission is in agreement and the issues in dispute, the views of each Commissioner on these issues and his reasons there for.

(4) Either Government may, following receipt of the report referred to in Paragraph (3), or if it comes to the conclusion that this report is being unduly delayed in the Commission, invite the other Government to resolve the dispute by agreement. In doing so it shall state the names of its negotiators and their readiness to meet with the negotiators to be appointed by the other Government at a time and place to be indicated by the other Government. To assist in these negotiations, the two Governments may agree to enlist the services of one or more mediators acceptable to them.

(5) A Court of Arbitration shall be established to resolve the dispute in the manner provided by Annexure G

(a) upon agreement between the Parties to do so; or
(b) at the request of either Party, if, after negotiations have begun pursuant to Paragraph (4), in its opinion the dispute is not unlikely to be resolved by negotiation or mediation; or

(c) at the request of either Party, if, after the expiry of one month following receipt by the other Government of the invitation referred to in Paragraph (4), that Party comes to the conclusion that the other Government is unduly delaying the negotiations.

(6) The provisions of Paragraph (3), (4) and (5) shall not apply to any difference while it is being dealt with by a Neutral Expert.

**Article X**

**Emergency Provision**

If, at any time prior to 31st March, 1965, Pakistan should represent to the Bank that, because of the outbreak of large-scale international hostilities arising out of causes beyond the control of Pakistan, it is unable to obtain from abroad the materials and equipment necessary for the completion, by 31st March 1973, of that part of the system of works referred to in Article IV(1) which relates to the replacement referred to therein, (hereinafter referred to as the "replacement element") and if, after consideration of this representation in consultation with India, the Bank is of the opinion that

(a) these hostilities are on a scale of which the consequence is that Pakistan is unable to obtain in time such materials and equipment as must be procured from abroad for the completion, by 31st March 1973, of the replacement element, and

(b) since the Effective Date, Pakistan has taken all reasonable steps to obtain the said materials and equipment and, with such resources of materials and equipment as have been available to Pakistan both from within Pakistan and from abroad, has carried forward the construction of the replacement element with due diligence and
all reasonable expedition,
the Bank shall immediately notify each of the Parties accordingly. The Parties
undertake, without prejudice to the provisions of Article XII(3) and (4), that, on
being so notified, they will forthwith consult together and enlist the good offices of
the Bank in their consultation, with a view to reaching mutual agreement as to
whether or not, in the light of all the circumstances then prevailing, any
modifications of the provisions of this Treaty are appropriate and advisable and, if
so, the nature and the extent of the modifications.

**Article XI**

**General Provisions**

(1) It is expressly understood that

(a) this Treaty governs the rights and obligations of each Party in relation to the
other with respect only to the use of the waters of the Rivers and matters
incidental thereto; and

(b) nothing contained in this Treaty, and nothing arising out of the execution
thereof, shall be construed as constituting a recognition or waiver (whether
tacit, by implication or otherwise) of any rights or claims whatsoever of
either of the Parties other than those rights or claims which are expressly
recognized or waived in this Treaty.

Each of the Parties agrees that it will not invoke this Treaty, anything
contained therein, or anything arising out of the execution thereof, in
support of any of its own rights or claims whatsoever or in disputing any of
the rights or claims whatsoever of the other Party, other than those rights or
claims which are expressly recognized or waived in this Treaty.

(2) Nothing in this Treaty shall be construed by the Parties as in any way establishing
any general principle of law or any precedent.

(3) The rights and obligations of each Party under the Treaty shall remain unaffected
by any provisions contained in, or by anything arising out of the execution of, any
agreement establishing the Indus Basin Development Fund.

**Final Provisions**

(1) This Treaty consists of the Preamble, the Articles hereof and Annexures A to H
hereto, and may be cited as "The Indus Waters Treaty 1960".

(2) This Treaty shall be ratified and the ratifications thereof shall be exchanged in
New Delhi. It shall enter into force upon the exchange of ratifications, and will then
take effect retrospectively from the first of April 1960.

(3) The provisions of this Treaty may from time to time be modified by a duly ratified
treaty concluded for that purpose between the two Governments.

(4) The provisions of this Treaty, or the provisions of this Treaty as modified under the
provisions of Paragraph (3), shall continue in force until terminated by a duly
ratified treaty concluded for that purpose between the two Governments.

IN WITNESS WHEREOF the respective Plenipotentiaries have signed this Treaty and have hereunto affixed their seals.
Done in triplicate in English at Karachi on this Nineteenth day of September 1960.

FOR THE GOVERNMENT OF INDIA:
(Sd) Jawaharlal Nehru ....................

FOR THE GOVERNMENT OF PAKISTAN:
(Sd) Mohammad Ayub Khan .................
Field Marshal, HP., H.J.

FOR THE GOVERNMENT OF PAKISTAN:
(Sd) Mohammad Ayub Khan..................
Field Marshal, HP., H.J.

FOR THE INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
for the purposes specified in Articles V and X and Annexures F, G and H:

(Sd) W.A. B. Iliff.
## Appendix b
### Chronology of Water Conflict from 1947 to 1960

<table>
<thead>
<tr>
<th>Date</th>
<th>Countries</th>
<th>Event</th>
<th>Nature of Conflict</th>
<th>Source</th>
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<tr>
<td>1947</td>
<td>India,-Pakistan</td>
<td>Disputes aroused regarding the exact location of the boundary between both countries. Two of those disputes related to the land, which was in close vicinity of, or formed a part of two canal headworks. One at Ferozepur, and other at Sullamankhe. These disputes created local tension and there were occasional raids and at some key places. Armies stood face to face across a barbed wire barrage or some other obstruction. East Punjab cut off supplies to every single Canal that crossed the boundary line.</td>
<td>Border delineation And Territorial dispute</td>
<td>Gulhati, N.D.1973: 56</td>
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<tr>
<td>April 1, 1948</td>
<td>India-(East Punjab)</td>
<td>East Punjab proclaimed that its determination not to restore flow of these canals unless West Punjab recognised that it had no rights to the water. Such recognition was not given and the canal remained closed. Resulting in acute distress for farmers dependent upon them.</td>
<td>Water Ownership</td>
<td>Fowler, F.J, 1955, 112</td>
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<tr>
<td>April-June 1948</td>
<td>Pakistan- (West Punjab)</td>
<td>Pakistan began digging a canal to by-pass the Indian headworks over the Deplore river. Pakistan defended it action. As a precautionary measure. West Punjab indicated to east Punjab that if digging of the canal continued. The government of east Punjab would have to seriously consider what action they should take to protect their vital interest. Pakistan Decided to stop the construction.</td>
<td>Water Control</td>
<td>Laylin, J. G, 1960, 145</td>
</tr>
<tr>
<td>Year</td>
<td>Country</td>
<td>Event Description</td>
<td>Water Allocation</td>
<td>Source</td>
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<tr>
<td>May 1948</td>
<td>East Punjab West Punjab</td>
<td>An East Punjab minister threatened that supplies of water to Deplore canal would be discontinued. If the exchange of prisoners were not affected promptly. Pakistan complained of non-supply of water to a few Minor canals. India replied that these had not been included in the Simla Agreement, which preceded and formed on the Basis of the May 1948, agreement.</td>
<td>Water Tool</td>
<td>Laylin. J. G, 1960, 145</td>
</tr>
<tr>
<td>1950</td>
<td>India – Pakistan</td>
<td>Pakistan had never before asked for supply of water to these channels since the agreement and Punjab (India) was under no Obligation to supply them with it.</td>
<td>Water Ownership</td>
<td>Gulhati, N.D. 1973, 78.</td>
</tr>
<tr>
<td>August 19, 1951-</td>
<td>India- Pakistan</td>
<td>Pakistan attacks Indian plan to divert vital water from Kashmir.</td>
<td>Water Allocation</td>
<td>New York Times</td>
</tr>
<tr>
<td>1952</td>
<td>India- Pakistan</td>
<td>India reduced the supply of water to Pakistan (despite the 1952, agreement).</td>
<td>Water Allocation</td>
<td>Choudhury. G.W. 1968, 160</td>
</tr>
<tr>
<td>1953</td>
<td>India- Pakistan</td>
<td>Pakistan irrigation began to complaint that India was not supplying the full quota of water it was Supposed to be.</td>
<td>Water Allocation</td>
<td>Alam U.Z. 1998, 121</td>
</tr>
<tr>
<td>1954</td>
<td>India- Pakistan</td>
<td>Opening of the Bhakra on July 8, 1954, Pakistan considered the action to be a serious violation of the agreement of march 1952, and her Prime Minister was led to describe the diversion of waters from the Sutlej as a potential threat to peace.</td>
<td>Water Control</td>
<td>The Times July 12, 1954. In Fowler</td>
</tr>
<tr>
<td>1954- 57</td>
<td>India- Pakistan</td>
<td>Provincial allocation of water to keep Pakistan going were agreed with India, but India continued to interfere with or reduce the flow of water to Pakistan.</td>
<td>Water Allocation</td>
<td>Choudhury. G.W. 1968, 162</td>
</tr>
<tr>
<td>1955</td>
<td>India- Pakistan</td>
<td>Pakistan through their military picket interferes with the repair work being executed by India, making political claims to the territory near the head works. It was until</td>
<td>Border delimitation and territorial</td>
<td>Gulhati, N.D. 19731 93.</td>
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</table>
about the tenth of March 1956, that work could proceed. Some days later Pakistan armed police opened the fire on Indian labour and India armed personal replied in self-defence. Cease fire was arranged on 19th March.

| August 1957. | India-Pakistan | India protested to the security council against the execution of the Mangla Dam project “as a further instance of consolidation by the Pakistan Government of its authority over the Indian territory of Jammu and Kashmir” under illegal possession of Pakistan. | Territorial Dispute | Gulhati, N.D. 1973, 226 |
| March, 1958 | India-Pakistan | India through its Minister of irrigation and power served notice that starting in 1962; it would withdrawal all the water which would normally flow into Pakistan. | Water Allocation | Laylin, 1960, 148. |
| 1958 | India-Pakistan | The Government Of Pakistan Accused India Of Withholding “Pakistan Share Of Historic Supplies Of Water From The Beas And The Sutlej Of 8th Of June, The Dawn 8th of June stated: “the Pakistan Government have decided to declare emergency in the west wing” and interpreted Indian action as an undeclared war. | Water Allocation | Gulhati, N.D. 1973, 41. |

Source: Jermy Allouche, 2005.
(C)

Chronology of Water Conflict in the Indus Basin from 1960 to 2010

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<tr>
<td>1965</td>
<td>India, Pakistan</td>
<td>India unilaterally stopped the flow of the eastern rivers (the Ravi, the Beas and the Sutlej). Causing serious damage to Pakistan harvest. It was only in January 1966, during and after the Tashkent Agreement that the three eastern tributaries were released again into the Indus.</td>
<td>Water Control</td>
<td>Kulz. H.R 1969-718</td>
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<tr>
<td>1965</td>
<td>India, Pakistan</td>
<td>During the war of 1965 water was used as military tool. The Indian troops destroyed the banks of water channels and stopped the advance of the Pakistani military towards Amritsar. Pakistan, army used the Bambanwala Ravi Bedian (BRB) link canal in the Sialkot-Lahore sector as fortification of its defenses.</td>
<td>Military Tool</td>
<td>Alain Lamballe 2007 and Medha Bisht 2011</td>
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<td>1968</td>
<td>India, Pakistan</td>
<td>In the 8th year of the treaty India started the construction of the Salal Project on the Chenab River. Under the terms of the Treaty, India submitted its plan to the Indus Commission for Pakistan for approval in 1968. In 1974 Pakistan officially objected to the design of Salal Project, arguing that it does not confirm to the criteria for design of such hydroelectric projects laid down in the treaty. After various discussions India agreed to make some changes in the design of the dam including reducing the height. Following agreement was signed in April 1978.</td>
<td>Water Control</td>
<td>Nosheen, 2009</td>
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<td>1984</td>
<td>India, Pakistan</td>
<td>India started the construction of Tulbul Navigation Project (Wullar Barrage) near Baramulla on Jhelum river, with storage capacity of 0.3 MAF and also planned power generation of 960 MW. After so much resistance from Pakistan, construction was stopped in 1987. Pakistan protested it as clear violation of Article I (II) and Article III (8) IWT. After various discussions held between the two parties; remains the oldest and longest lasting water dispute between India and Pakistan.</td>
<td>Water Control, Rauf, 2010</td>
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<tr>
<td>1988</td>
<td>India, Pakistan</td>
<td>The Kishanganga 330 MW hydroelectric Project effects diversion a considerable quantity of water of Kishanganga (Neelum) waters to Jhelum River. Causing reduction in the main Kishanganga (Neelum) waters and damaging ecology, economy and plans of Pakistan to harvest its waters. Hence, Pakistan protests the construction for it could reduce Pakistan’s total water availability from an estimated 154 MAF to about 140 MAF, a shortage of about 8-9 percent, is also expected to reduce the flow of River Jhelum in Azad Kashmir by 27 percent, affecting power generation capacity by 1.6 billion Neelum-Jhelum Hydroelectric Projects in Pakistan.</td>
<td>Water Control, Daily Express 25, September 2011</td>
<td></td>
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<tr>
<td>1992</td>
<td>India, Pakistan</td>
<td>The Baglihar Hydropower Project on the Chenab River in Doda district divided into two phases has 900 MW of electricity installation capacity. The design of the dam submitted to Pakistan (in 1992) Pakistan protested the dam design, files a case in World Bank. Raymond Lafitte, appointed (2005) Neutral Expert who give his verdict in February (2008) dismissing Pakistan objections and calling for reduction in dam height by 1.5m, called the dispute a manor differences of opinion/un-understanding. Pakistan saw the whole project as a Indian design to control the release of water</td>
<td>Water Releasing and Water Control, Nosheen 2009</td>
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and quantity of the fellow of the river, to the Pakistan’s disadvantage.

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<tr>
<td>2002</td>
<td>India, Pakistan</td>
<td>After much dallying India responds to the objections raised by Pakistan (in 2002) Uri II, Its main objections were that project violated the provisions (a) (c) (d) (e) and (f) of Annexure E of the treaty. Various meetings were held between Indus Commissioners but certain objections remained unresolved. Pakistan questions were mainly related to design of the dam.</td>
<td>Water Control</td>
<td>Kashmir Times 1 June 2007.</td>
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<tr>
<td>2008</td>
<td>India, Pakistan</td>
<td>Pakistan raised objections on the Chutak Hydropower Project, as the project is a cause of reduction of flow to Pakistan</td>
<td>Water Control</td>
<td>S. Shaheen 2010</td>
</tr>
<tr>
<td>2010</td>
<td>India, Pakistan</td>
<td>Nemo-Bazgo Hydropower Project is 57m (187 feet) high concrete gravity, which is under construction on Indus River in Ladakh. India started the construction of the dam in November 2006 completed but still to be commissioned. Pakistan objected on the construction of dam and decided to raise the issue in international court of arbitration.</td>
<td>Water Control</td>
<td>Daily Express 12, September 2011</td>
</tr>
</tbody>
</table>

Source: After Jermy Allouche 2005