INTER-GOVERNMENTAL AGREEMENT BETWEEN INDIA AND PAKISTAN FOR AD-HOC TRANSITIONAL ARRANGEMENTS FOR 1955 ON THE USE OF INDUS RIVER WATERS Washington D.C., 21 June 1955

Whereas representatives of India and of Pakistan, together with representatives of the International Bank, are engaged in the preparation of a comprehensive plan for the irrigation use of the waters of the Indus system of rivers, and, whereas it is considered desirable that ad hoc transitional arrangements should be made for the period 1 April to 30 September 1955, now, therefore, the Government of India and the Government of Pakistan agree as follows:—

- 1. Except as provided in paras 2 and 3 below, India agrees to limit canal withdrawals in Indian territory in each 10-day period during the months of June and September 1955, and in the first 10-day period of July, to the equivalent of the following:
 - (a) 10,250 cusecs during June and the first 10-day period of July, and 10,500 cusecs during September, from the Sutlej, as at Rupar, plus
 - (b) 5,500 cusecs from the Sutlej and Beas combined as at Ferozepore, provided that the withdrawal from the Beas component does not exceed 16 per cent of that component, plus until further notice any Ravi supplies transferred to the Beas and received at Ferozepore.
- 2. In addition to the withdrawals that India would be entitled to make under para 1 above, India may make further withdrawals equivalent to amounts related to Pakistan's ability to replace. These amounts by 10-day periods, shall be the aggregate of (a) and (b) below:
 - (a) 80 per cent of the equivalent (at Ferozepore) of any Ravi supplies escaped below Madhopur, and

- (b) the following ad hoc amounts: (cusecs as at Ferozepore) 1—10 June 1,400; 11—20 June 1,400; 21—30 June 1,400; 1—10 July 1,600; 1—10 September 2,500; 11—20 September 2,500; 21—30 September 1,000.
- 3. In addition to the withdrawals that India would be entitled to make under paras 1 and 2 above, India may make further withdrawals to the extent and in the circumstances specified below:

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- (a) when in any 10-day period the supplies at Ferozepore below (including withdrawals by the Dipalpur Canal), plus the amounts specified in para 2 above, exceed the amounts set out below, India may withdraw the equivalent of 50 per cent of the excess and will allow the balance to escape below Ferozepore: 1—10 June 16,000 cusecs; 11—20 June 19,000 cusecs; 21-30 June 26,000 cusecs; 1—10 July 30,000 cusecs; 1—10 September 28,000 cusecs; 11—20 September 25,000 cusecs; 21—30 September 19,000 cusecs.
- (b) when there is an escape below Ferozepore, India may withdraw amounts equivalent to the amount of the escapages.
- (c) There shall be no restriction on Indian withdrawals (i) between 11 July and 31 August 1955 or (ii) when, during any 10-day period, the supply at Ferozepore below (including withdrawals by the Dipalpur Canal), plus the amounts specified in para 2 above, exceeds 35,000 cusecs in June or in the first 10-day period of July, and 30,000 cusecs in September.
- 4. The corrections to be applied for time-lag, gains and losses shall be as set out in Annexure I¹ to this Agreement.
- 5. India will continue to supply the existing withdrawals of the Central Bari Doab Canal as hitherto.
- 6. An attempt will be made to balance water-accounts by 10-day periods, but any excess or deficit in Indian withdrawals in any 10-day period will be carried over to the next 10-day period for adjustment.
- 7. (1) The Governments of India and Pakistan will each nominate a Special Commissioner who shall be charged with the responsibility of supervising, in India and in Pakistan, respectively, the implementation of this Agreement. Each

^{1.} Not printed.

Government may, if it so desires, appoint a Deputy Special Commissioner to assist the Special Commissioner.

- (2) The two Commissioners will consult with each other on the request of either, and each Commissioner will furnish to the Commissioner of the other Government the data specified in Annexure¹ to this Agreement. On the request of the Commissioner of the other Government, each Government will afford to the Commissioner of the other Government, or his Deputy, all reasonable access to the irrigation works concerned.
- (3) In the event of any serious damage to irrigation works arising from causes beyond the control of the Government of Pakistan, which would have the effect of diminishing the supplies in the Balloki-Suleimanke Link, there shall be consultation between the Special Commissioners as to whether or not any modification should be made in the terms of para 2 of this Agreement on account of such an emergency, and also with regard to the steps to be taken to restore the position to normal. In the event of such an emergency, the use of the B-R-B link will be considered by the Special Commissioners.
- (4) In the event of any dispute arising with respect to the implementation of this Agreement, which cannot be resolved by discussion between the Special Commissioners, the matter will be referred to the representatives of the two Governments (on the Indus Water talks in Washington) either of whom may if he considers it necessary enlist the good offices of the International Bank.
- 8. This Agreement will be without prejudice to any rights or claims of either Government, and will imply no commitments other than those specified herein for the period covered by the Agreement.
- 9. This Agreement applies to the period 1 April 1955 to 30 September 1955. For the period 1 April 1955 to 31 May 1955 the amounts actually withdrawn by India are accepted for the purpose of this Agreement on an *ad hoc* basis.

^{1.} Not included here.