AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND PAKISTAN ON *AD HOC* TRANSITIONAL ARRANGEMENTS FOR THE USE OF THE WATERS OF THE INDUS SYSTEM OF RIVERS Washington D.C., U.S.A., 31 October 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 by agreement dated June 21, 1955, the Government of India and the Government of Pakistan agreed upon ad hoc transition arrangements for the period April 1, 1955, to September 30, 1955, and

WHEREAS it is considered desirable that ad hoc transitional arrangements should be made for the period October 1, 1955, to March 31, 1956,

Now therefore, the Government of India and the Government of Pakistan agree as follows:

- 1. Except as provided in paragraphs 2 and 3 below, India agrees to limit canal withdrawals in Indian territory in each water accounting period specified in paragraph 6 of this Agreement to the equivalent of the following:
 - (a) 10,000 cusecs from the Sutlej, as at Rupar, plus
 - (b) 5,100 cusecs during the first 15 days of October, 3,500 cusecs during the next 16 days of October and 2,720 cusecs thereafter from the Sutlej and Beas combined, as at Ferozepur, provided that the withdrawal from the Beas component corrected for gains and losses between Ferozepore and Islam does not exceed 16% of that component, as so corrected, up to and including October 15, 1955, or 21% thereafter, plus
 - (c) Any Ravi supplies (after having given effect to paragraph 5 of this Agreement) transferred to the Beas and received at Ferozepore.

- 2. In addition to the withdrawals that India would be entitled to make under paragraph 1 above, India may make further withdrawals equivalent to amounts related to Pakistan's ability to replace. These amounts for the first 15 days of October shall be the aggregate of (a) and (b) below:
 - (a) 80% of any Ravi supplies escaped below Madhopur, and
 - (b) an ad hoc amount of 500 cusecs in view of the expected good supplies in 1955.

These amounts for the period thereafter shall be such amounts, if any, as may be agreed upon between the Special Commissioners.

- 3. In addition to the withdrawals that India would be entitled to make under paragraphs 1 and 2 above, India may make further withdrawals to the extent and in the circumstances specified below:
 - a) When the supplies at Ferozepore below (including withdrawals by Dipalpur Canal) plus the amounts specified in paragraph 2 above exceed 13,000 cusces during October 1-10 and 9,500 cusecs during October 11-15, India may withdraw 50% of the excess and will allow the balance to escape below Ferozepore.
 - (b) When there is an escape below Islam (except during the annual closure at Islam headworks) India may withdraw amounts equivalent to the amount of the escapage.
 - (c) There shall be no restriction on Indian withdrawals from the Sutlej and Beas when, during any water accounting period specified in paragraph 6 of this Agreement, the supply a Ferozepore below, corrected for gains and losses between Ferozepore and Islam, including withdrawals of Dipalpu Canal, plus the amounts specified in paragraph 2 above exceeds 25,000 cusecs during the first 15 days of October and 10,000 cusces thereafter.
- 4. The water account required under paragraph 6 of the Agreemen will be prepared on the basis of identical dates at various point of river supply and canal withdrawals, without any allowance fo time-lag, and without any allowance for gains or losses, excep for those in the reach from Ferozepore to Islam. For this reach the gains and losses shall be the actual gains and losses, calculate without any allowance for time-lag.

If, at any time between the closure of the Suleimanke Barrage (about the middle of October) and December 25, any supplies are released below Suleimanke, the Special Commissioners will agree on an estimate of the gains which would have accrued in the reach from Suleimanke to Islam but for such release and these estimated gains will be used in the water account instead of the actual gains or losses but not beyond December 25. This provision will not apply if the release is made when the supply reaching Suleimanke is in excess of 6,000 cusecs or when the supply reaching Islam falls below 350 cusecs, in which event the actual gains or losses will be adopted for purposes of the water account.

- 5. India will continue to supply the existing withdrawals of C.B.D.C. as hitherto.
- 6. An attempt will be made to balance water-accounts by ten-day periods (except for the period October 11 to October 20 when the water account will be balanced by five-day periods), but any excess or deficit in Indian withdrawals in any such period will be carried over to the next 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 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 Annex I 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 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 of 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 October 1, 1955, to March 31, 1956.

DONE at Washington, D.C., this 31st day of October, 1955, in three counterparts, of which one shall be retained by each of the parties to this Agreement and the third deposited in the archives of the International Bank for Reconstruction and Development.

For the Government of India

(Signed)

(N.D. GULHATI)
Joint Secretary to the
Government of India,
Ministry of Irrigation and Power.

For the Government of Pakistan

(Signed)

(G. MUEENUDDIN)
Officer on Special Duty,
Ministry of Industries.

- 1. The following data will be exchanged for the period October 1, 1955 to March 31, 1956. This data will be transmitted in duplicate by the Special Commissioners by airmail on a daily basis:
 - (a) Data to be furnished by Pakistan:
 - (1) Discharge of River Chenab downstream of Merala.
 - (2) Discharge at head of Upper Chenab Canal.
 - (3) Discharge at tail of Upper Chenab Canal.
 - (4) Discharge of Bambanwala-Ravi-Dedian Escape into River Ravi.
 - (5) Discharge of River Ravi at Shahdara.
 - (6) Discharge of Deg Mallah.
 - (7) Discharge of River Ravi upstream of Balloki.
 - (8) Discharge at head of Balloki-Suleimanke Link.
 - (9) Dischage of River Ravi downstrean of Balloki.

- (10) Discharge at tail of Balloki-Suleimanke Link.
- (11) Discharge of River Sutlej upstream of Suleimanke.
- (12) Discharge of River Sutlej downstream of Suleimanke.
- (13) Discharge of River Sutlej upstream of Islam.
- (14) Discharge of River Sutlej downstream of Islam.
- (15) Discharge at head of Pakistan Canal.
- (16) Discharge at head of Eastern Sadiqia Canal.
- (17) Discharge at head of Fordwah Canal.
- (18) Discharge at head of Mailsi Canal.
- (19) Discharge at head of Bahawal Canal.
- (20) Discharge at head of Qaimpur Canal.
- (21) Discharge at tail of Montgomery-Pakpattan Link.
- (b) Data to be furnished by India:
 - (1) Discharge at head of Bhakra Main Line Canal.
 - (2) Discharge at head of Sirhind Canal.
 - (3) Discharge of Bist Doab Canal.
 - (4) Discharge of River Sutlej downstream of Rupar.
 - (5) Discharge of River Sutlej at Usarpur.
 - (6) Discharge of River Beas at Mandi (plain).
 - (7) Discharge of Western Bein into Beas.
 - (8) Discharge of Eastern Bein into Sutlej.
 - (9) Discharge downstream of Harike.
 - (10) Discharge of Makhu Canal.
 - (11) Discharge at head of (combined) of Grey Canals.
 - (12) Discharge at head of Bikaner Canal.
 - (13) Discharge at head of Eastern Canal.
 - (14) Discharge at head of Dipalpur Canal.
 - (15) Discharge of River Sutlej downstream of Ferozepore.
 - (16) Discharge of River Ravi downstream of Madhopur.

- (17) Escapages from Upper Bari Doab Canal into River Ravi.
- (18) Discharge at head of Upper Bari Doab Canal, excluding escapages.
- (19) Discharge at head of Madhopur-Beas Link.
- (20) Escapages from Upper Bari Doab Canal into River Beas.
- (21) Discharge at tail of Madhopur-Beas Link.
- 2. In addition, the following data will be exchanged by telegraph daily between local officers:
 - (a) To be furnished by India:
 - (1) Discharge of River Sutlej downstream of Rupar.
 - (2) Discharge of River Ravi downstream of Madhopur.
 - (3) Discharge at head of Upper Bari Doab Canal
 - (4) Discharge of River Sutlej downstream of Ferozepore.
 - (5) Discharge of Dipalpur Canal.
 - (b) To be furnished by Pakistan:
 - (1) Discharge of River Sutlej downstream of Islam.
 - (2) Discharge of River Sutlej downstream of Suleimanke.
 - (3) Discharge of River Ravi downstream of Balloki.
 - (4) Discharge at head (combined) of all Canals at Suleimanke.
 - (5) Discharge at head (combined) of all Canals at Islam.
 - (6) Discharge at tail of Balloki-Suleimanke Link.