

**MANUAL OF RESPONSIBILITY
INDUS WATERS TREATY 1960**

FOR OFFICIAL USE

GOVERNMENT OF PAKISTAN

INDUS WATERS TREATY 1960

M A N U A L O F R E S P O N S I B I L I T Y

FOR

THE VARIOUS MINISTRIES, DEPARTMENTS

AND AGENCIES CONCERNED

WITH

THE IMPLEMENTATION OF THE TREATY

OFFICE OF
THE PAKISTAN COMMISSIONER FOR INDUS WATERS

FEBRUARY 1971.

MANUAL OF RESPONSIBILITY

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INTRODUCTION

The Indus Waters Treaty 1960, concluded between the Government of Pakistan and the Government of India in September 1960, fixes and delimits the rights and obligations of each Party in relation to the other concerning the use of the waters of the Indus system of rivers. The Treaty also provides for the settlement of all questions as may arise in regard to the interpretation or application of its provisions. The Government of Pakistan created, as contemplated in the Treaty, a permanent post of Pakistan/^{Commissioner} for Indus Waters, the incumbent being the Government's representative for the due and proper implementation of the Treaty. The Pakistan Commissioner serves as the regular channel of communication with India on all matters relating to the implementation of the Treaty, except for any particular question which either Government may decide to take up directly with the other Government.

2. The Pakistan Commissioner for Indus Waters and his Indian counterpart together form the Permanent Indus Commission. The purpose and functions of the Commission are to establish and maintain co-operative arrangements for the implementation of the Treaty, to promote co-operation between the Parties in the development of the waters of the

Indus System of 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 authorisation of his Government before he proceeds to act on the reference;
- b) to make every effort to settle promptly any question which may arise concerning the interpretation or application of the Treaty or the existence of any fact which, if established, might constitute a breach of the Treaty;
- 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.

3. The Indus Waters Treaty 1960 places certain obligations on both Pakistan and India and it is in the interest of Pakistan, as a lower riparian, to see that these obligations are honoured both in letter and spirit. To achieve this objective the Pakistan Commissioner for Indus Waters had prepared in 1961 a Manual of Responsibilities for official use of the concerned departments and agencies of the Central and the Provincial Governments. The manual indicated the provisions of the Treaty, with the implementation of which each department or agency was either

directly concerned or regarding which it was to initiate some action. With the break-up of West Pakistan into four Provinces, it became necessary to revise the Manual so as to apprise departments and agencies of the new Provinces of their respective responsibilities in connection with the Indus Waters Treaty 1960. In the revised Manual independent chapters have been incorporated for the four Provincial Governments in addition to the chapters for the concerned Ministries of the Central Government and the other agencies.

A Statement showing the Paragraphs of Articles and Annexures of the Treaty, with the implementation of which each department or Agency is directly concerned, has also been included in the Manual.

4. The definitions of the relevant terms, as given in the Treaty, have been reproduced at the end of the Manual for ready reference. In case of any doubt regarding the interpretation or implication of any provision of the Treaty, the matter should be referred to the Pakistan Commissioner for Indus Waters.

5. The 'Transition Period' provided for in the Treaty ended on 31st March 1970. Accordingly the provisions concerning the Transition Period have not been included in the revised Manual.

STATEMENT OF THE TREATY PROVISIONS
WITH THE IMPLEMENTATION OF WHICH
VARIOUS MINISTRIES / DEPARTMENTS
AND AGENCIES ARE CONCERNED

6. Government of
N.W.F.P.
- | | | |
|-----------------------------|--------------|-------------------------|
| (a) Deputy Commissioners | Article VI | - Paragraph (2) |
| | Article VII | - Paragraph (2) |
| | Article VIII | - Paragraph (4) |
| (b) Public Works Department | Article IV | - Paragraph (10) |
| | Article VI | - Paragraph (1) and (2) |
| | Article VII | - Paragraph (2) |
| | Article VIII | - Paragraph (4) |
7. Government of the Punjab
- | | | |
|----------------------------|--------------|--|
| (a) Deputy Commissioners * | Article II | - Paragraphs (2) and (3) |
| | Article IV | - Paragraphs (2), (3), (6), (7) and (13) |
| | Article VI | - Paragraph (2) |
| | Article VII | - Paragraph (2) |
| | Article VIII | - Paragraph (4) |
| | Annexure B | - Paragraphs (2), (3) and (6) |
| (b) Board of Revenue | Article IV | - Paragraph (13) |
| | Annexure B | - Paragraphs (2), (3) and (6) |

* Provisions of Articles IV(6), VI(2), VII(2) and VIII(4) concern all the Deputy Commissioners. Provisions of Article II(2), II(3), IV(2), IV(3) and IV(7) concern the Deputy Commissioners of Lahore, Sahiwal, Sheikhpura and Sialkot only. Provisions of Article IV(13) and Paragraphs 2, 3 & 6 of Annexure B concern the Deputy Commissioner of Sialkot District only.

- (c) Forest Department Article IV - Paragraph (11)
- (d) Industries Department Article IV - Paragraphs (10), (12) and (13)
- (e) Irrigation and Power Department Article II - Paragraphs (2), (3) and (4)
- Article III - Paragraph (3)
- Article IV - Paragraphs (2), (3), (4), (6), (7), (8), (9) and (10)
- Article VI - Paragraphs (1) and (2)
- Article VII - Paragraphs (1) and (2)
- Article VIII - Paragraph (4)
- Annexure D - Paragraph (15)
8. Government of Sind
- (a) Deputy Commissioners Article VI - Paragraph (2)
- Article VII - Paragraph (2)
- Article VIII - Paragraph (4)
- (b) Irrigation and Power Department Article IV - Paragraph (10)
- Article VI - Paragraphs (1) and (2)
- Article VII - Paragraph (2)
- Article VIII - Paragraph (4)
9. Pakistan Western Railways Article II - Paragraph (2) and (3)
- Article IV - Paragraphs (2), (3), (6) and (7)
- Article VI - Paragraph (1) and (2)
- Article VIII - Paragraph (4)
10. West Pakistan Agricultural Development Corporation Article VIII - Paragraph (4)

MANUAL OF RESPONSIBILITY FOR
THE MINISTRY OF DEFENCE

MANUAL OF RESPONSIBILITY FOR THE
MINISTRY OF DEFENCE

PROVISIONS OF THE TREATY	REMARKS
<p>Article II(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 Suleimanki 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.</p>	<p>To see that the obligation undertaken by Pakistan is fulfilled and no water is withdrawn for Consumptive use, other than Domestic use, from the border reaches of the two rivers.</p>
<p>Article II(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.</p>	<p>To see that the obligation undertaken by Pakistan is fulfilled and no water is to be withdrawn for Consumptive Use from the tributaries of the Sutlej and the Ravi which join these rivers in the border reaches, except for the withdrawals for Agricultural Use as provided for in Paragraphs 2 and 3 of Annexure B to the Treaty.</p>

Other than Domestic Use

PROVISIONS OF THE TREATY	REMARKS
<p>Article IV(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 under Article III.</p>	<p>To see that the schemes undertaken in Pakistan meet the stipulated requirements.</p>
<p>Article IV(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</p> <p>(a) in executing any of the schemes mentioned above, each Party will avoid, as far as practicable, any material damage to the other Party.</p>	<p>To see that the schemes undertaken in Pakistan meet the stipulated requirements.</p>
<p>Article IV(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 avoid, as far as practicable, any obstruction to</p>	<p>To see that the obligation undertaken by Pakistan is fulfilled and to bring to the notice of the Pakistan Commissioner for Indus</p>

PROVISIONS OF THE TREATY	REMARKS
the flow in these channels likely to cause material damage to the other Party.	Waters any contra-vention of this provision by India.
Article VI(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 provision of this Treaty, such data shall be supplied by the other Party to the extent that these are available.	To supply to the Pakistan Commissioner for Indus Waters the data requested by him in this connection.
Article VII(1) The two Parties recognise 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 with-in 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.	To supply to the Pakistan Commissioner for Indus Waters as and when necessary, its proposals for works to be undertaken under this Article.

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(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 the 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.

Article VII(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.

To supply to the Pakistan Commissioner for Indus Waters data requested by him in this connection.

MANUAL OF RESPONSIBILITY FOR THE
MINISTRY OF HOME AND KASHMIR
AFFAIRS AND STATES AND FRONTIER
REGION

MANUAL OF RESPONSIBILITY FOR MINISTRY
OF HOME AND KASHMIR AFFAIRS AND STATES
AND FRONTIER REGION

PROVISIONS OF THE TREATY	REMARKS
<p>Article IV(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 under Article III.</p>	<p>To see that the schemes undertaken in the Azad Kashmir and Jammu State and Frontier regions meet the stipulated requirements and to inform the Pakistan Commissioner for Indus Waters regarding any contravention of this provision by India that may come to their notice.</p>
<p>Article IV(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</p>	<p>To see that the schemes undertaken in Azad Kashmir and Jammu State and Frontier regions meet the stipulated requirements.</p>
<p>(a) in executing any of the schemes mentioned above, each Party will avoid, as far as practicable, any material damage to the other Party;</p>	

PROVISIONS OF THE TREATY	REMARKS
(b) -----	
(c) -----	
(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 these 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.	
Article IV(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 a-void, as far as practicable, any obstruction to the flow in these channels likely to cause material damage to the other Party. To see that the obligation undertaken by Pakistan fulfilled and to bring to the notice of the Pakistan Commissioner any contravention of the provision by India.
Article IV(8)	The use of the natural channels of the Rivers for the discharge of flood or other excess water shall be free and not subject to limitation by Either Party, and neither Party shall To supply to the Pakistan Commissioner for Indus Waters well before every flood season a list of the

PROVISIONS OF THE TREATY	REMARKS	
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 extra-ordinary discharges of water from reservoirs and flood flows as may effect the other Party.	sites for which India is to be asked to supply flood data to Pakistan.	
Article IV(9)	Each Party declares its intention to operate its storage dams, barages 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.	To see that the provision is complied with within Azad Kashmir and Jammu State and the Frontier Regions.
Article IV(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.	To see that the provision is complied with-in the Azad Kashmir and Jammu State and the Frontier Regions.

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Article IV(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.	To see that arrangements are made for the recovery of marked drift timber and other property and for keeping it in safe custody till instructions for its disposal or restoration to the owners are given by the Pakistan Commissioner for Indus Waters.
		To supply the Pakistan Commissioner for Indus Waters, the details of the recoveries made every month
Article IV(12)	The use of water for Industrial purposes under Articles II(2), II(3) and III(2) shall not exceed:	To see that the industrial Uses in Azad Kashmir and Jammu State and the Frontier Regions conform to this provision.
	(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	

PROVISIONS OF THE TREATY	REMARKS
(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 affect on the other Party.	
Article VI(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:-	To supply to the Pakistan Commissioner for Indus Waters the relevant data observed in Azad Kashmir and Jammu State and the Frontier Regions. The data shall reach the Pakistan Commissioner within two months of the end of the month to which the data relate.
(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	

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<p>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.</p>	
<p>Article VI(2)</p> <p>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 provision of this Treaty, such data shall be supplied by the other Party to the extent that these are available.</p>	<p>To supply to the Pakistan Commissioner for Indus Waters the data requested by him in this connection.</p>
<p>Article VII(1)</p> <p>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.</p>	<p>To supply to the Pakistan Commissioner for Indus Waters as and when necessary, its proposals for works to be undertaken under this Article.</p>

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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.

PROVISIONS OF THE TREATY	REMARKS
<p>Article VII(2)</p> <p style="margin-left: 40px;">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/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.</p> <p style="margin-left: 40px;">/ supply</p>	<p>To supply to the Pakistan Commissioner for Indus Waters data requested by him in this connection.</p>
<p>Article VIII(4)</p> <p style="margin-left: 40px;">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,</p> <p style="margin-left: 40px;">(a) -----</p> <p style="margin-left: 40px;">(b) -----</p>	<p>To assist the Pakistan Commissioner for Indus Waters in planning, arranging and undertaking the tours of inspection in Azad Kashmir and Jammu State and Frontier Regions.</p>

PROVISIONS OF THE TREATY	REMARKS
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- (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) -----

Annexure (c)
Paragraph (9)

On those Tributaries of the Jhelum on which there is any Agricultural Use or hydro-electric use by Pakistan, any new Agricultural Use by India shall be so made as not to affect adversely the then existing Agricultural Use or hydro-electric use by Pakistan on those Tributaries.

To keep the Pakistan Commissioner for Indus Waters informed of the Agricultural & hydro electric uses developed on the Jhelum tributaries in Azad Kashmir and Jammu State and to bring to his notice any contravention of this provision by India.

Annexure D
Paragraph 15

Subject to the provisions of Paragraph 17, the works connected with a Plant shall be so operated that (a) the volume of water received in the river upstream of the Plant, during any period of seven consecutive days, shall be delivered into the river

To keep the Pakistan Commissioner for Indus Waters informed of the Agricultural and hydro-electric uses developed

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below the Plant during the same seven-day period, and (b) in any one period of 24 hours within that seven-day period, the volume delivered into the river below the Plant shall be not less than 30%, and not more than 130% of the volume received in the river above the Plant during the same 24-hour period; provided however that:

on the Jhelum tributaries in Azad Kashmir and Jammu State and to bring to his notice any contravention of this provision by India.

- i) where a plant is located at a site on the Chenab Main below Ramban, the volume of water received in the river upstream of the Plant in any one period of 24 hours shall be delivered into the river below the Plant within the same period of 24 hours;
- ii) where a Plant is located at a site on the Chenab Main above Ramban, the volume of water delivered into the river below the Plant in any one period of 24 hours shall not be less than 50% and not more than 130% of the volume received above the Plant during the same 24-hour period; and
- iii) where a Plant is located on a Tributary of The Jhelum on which Pakistan has any Agricultural Use or hydro-electric use, the water released below the Plant may be delivered, if necessary, into another Tributary but only to the extent that the then existing Agricultural Use

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<p>or hydro-electric use by Pakistan on the former Tributary would not be adversely affected.</p>		
Annexure E Paragraph 10	<p>Notwithstanding the provisions of Paragraph 7, any Storage work to be constructed on a Tributary of The Jhelum on which Pakistan has any Agricultural Use or hydro-electric use shall be so designed and operated as not to adversely affect the then existing Agricultural Use or hydro-electric use on that Tributary.</p>	<p>To keep the Pakistan Commissioner for Indus Waters informed of the Agricultural and hydro-electric uses developed on the Jhelum Tributaries and to bring to his notice any contravention of this provision by India.</p>
Annexure E Paragraph 17	<p>The flood Storage specified against item (b) in Paragraph 7 may be affected only during floods when the discharge of the river exceeds the amount specified for this purpose in the design of the work; the storage above Full Reservoir Level shall be released as quickly as possible after the flood recedes.</p>	<p>To bring to the notice of the Pakistan Commissioner for Indus Waters any contravention of this provision by India that may come to their notice.</p>

MANUAL OF RESPONSIBILITY
FOR THE MINISTRY OF INDUSTRIES AND NATURAL
RESOURCES

MANUAL OF RESPONSIBILITY FOR THE
MINISTRY OF INDUSTRIES AND NATURAL
RESOURCES

PROVISIONS OF THE TREATY	REMARKS
Article IV(10) / of the Rivers	To see that the provision is complied with.
Each Party declares its intention to prevent, as far as practicable, undue pollution of the waters/ 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.	
Article IV(12)	To collect and supply to the Pakistan Commissioner for Indus Waters data regarding the use of waters in the industrial processes in Pakistan where substantial quantity of water is used.
The use of water for industrial purposes under Articles 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 process; or	

PROVISIONS OF THE TREATY	REMARKS
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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.

MANUAL OF RESPONSIBILITY
FOR THE
METEOROLOGICAL DEPARTMENT

MANUAL OF RESPONSIBILITY FOR
THE METEOROLOGICAL DEPARTMENT

PROVISIONS OF THE TREATY	REMARKS
<p>Article VI(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 provision of this Treaty, such data shall be supplied by the other Party to the extent that these are available.</p>	<p>To supply to the Pakistan Commissioner for Indus Waters the data requested by him in this connection.</p>
<p>Article VII(1) The two Parties recognise 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:-</p> <p>(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.</p> <p>(b) Each Party, to the extent it considers practicable and on agreement by the</p>	<p>To supply to the Pakistan Commissioner for Indus Waters, as and when necessary, its proposals for works to be undertaken under this Article.</p>

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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 the 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.

MANUAL OF RESPONSIBILITY
FOR THE
GOVERNMENT OF BALUCHISTAN

MANUAL OF RESPONSIBILITY FOR THE
VARIOUS DEPARTMENTS OF THE GOVERNMENT
OF BALUCHISTAN

PROVISIONS OF THE TREATY	DEPARTMENTS CONCERNED	REMARKS
<p>Article IV(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.</p>	<p>Irrigation and Power Department.</p>	<p>To see that the provision is complied with.</p>
<p>Article VI(1) The following data with respect to the flow in, and utilization of the waters of, the Rivers shall be exchanged regularly between the Parties:</p> <p>(a) Daily (or as observed or estimated less</p>	<p>Irrigation and Power Department.</p>	<p>To supply to the Pakistan Commissioner for Indus Waters the relevant data for each calendar month within two months of the end of the month to which the data relate.</p>

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
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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.

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
Article VI(2) If, in addition to the data specified in Paragraph (1) of this Article, either Party request 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 provision of this Treaty, such data shall be supplied by the other Party to the extent that these are available.	i) Irrigation and Power Department. ii) Deputy Commissioners of the districts having areas within the Indus Basin.	To supply to the Pakistan Commissioner for Indus Waters the data requested by him in this connection.
Article VII(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	i) Irrigation and Power Department. ii) Deputy Commissioners of the districts having areas within the Indus Basin.	To supply to the Pakistan Commissioner for Indus Waters data requested by him in this connection.

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such data re-
garding the nature,
magnitude and
effect, if any,
of the work as may
be available.

Article VIII(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) -----
- (b) -----
- (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) -----

i) Irrigation and Power Department.
ii) Deputy Commissioners of the districts having areas within the Indus Basin.

To assist the Pakistan Commissioner for Indus Waters in planning arranging and undertaking the tours of inspection in their jurisdiction.

MANUAL OF RESPONSIBILITY
FOR THE
GOVERNMENT OF N.W.F.P.

MANUAL OF RESPONSIBILITIES FOR THE VARIOUS
DEPARTMENTS OF THE GOVERNMENT OF N.W.F.P.

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
<p>Article IV(10) Part IV, by declares its intention to prevent, as far as practicable, water 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.</p>	Public Works Department.	To see that the provision is complied with.
<p>Article VI(1) The following data with respect to the flow in, and utilization of the waters of, the Rivers shall be exchanged regularly between the Parties:</p> <p>(a) Daily (or as observed or estimated less frequently) gauge and discharge data relating to flow of the Rivers at all observation sites.</p>	Public Works Department	To supply the Pakistan Commissioner for Indus Waters the relevant data for each calendar month, within two months of the month to which the data relate.

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
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(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.

PROVISIONS OF THE TREATY	DEPARTMENTS CONCERNED	REMARKS
<p>Article VI(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 provision of this Treaty, such data shall be supplied by the other Party to the extent that these are available.</p>	<p>i) Public Works Department. ii) All Deputy Commissioners</p>	<p>To supply to the Pakistan Commissioner for Indus Waters the data requested by him in this connection.</p>
<p>Article VII(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</p>	<p>i) Public Works Department. ii) All Deputy Commissioners.</p>	<p>To supply to the Pakistan Commissioner for Indus Waters data requested by him in this connection.</p>

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with such data regard-
ing the nature, magni-
tude and effect, if any,
of the work as may be
available.

<p>Article VIII(4) The purpose and func- tions of the Commission shall be to establish and maintain co-operative arrangements for the im- plementation of this Treaty, to promote co- operation between the Parties in the develop- ment of the waters of the Rivers and, in parti- cular,</p>	<p>i) Public Works Depart- ment.</p>	<p>To assist the Pakis- tan Comm- issioner for Indus Waters in planning, arranging and under- taking the tours of inspection in their jurisdic- tion.</p>
<p>(a) -----</p>	<p>ii) All Deputy Commiss- ioners.</p>	
<p>(b) -----</p>		
<p>(c) to undertake, once in every five years, a general tour of in- spection of the Rivers for ascertaining the facts connected with various developments and works on the Rivers;</p>		
<p>(d) to undertake prompt- ly, 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</p>		
<p>(e) -----</p>		

MANUAL OF RESPONSIBILITY
FOR THE
GOVERNMENT OF THE PUNJAB

MANUAL OF RESPONSIBILITIES FOR THE VARIOUS
DEPARTMENTS OF THE GOVERNMENT OF THE PUNJAB

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
<p>Article II(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 up-stream of the syphon for the B.R.B.D. Link in the case of the Ravi Main.</p>	<p>i) Irrigation and Power Department. ii) Deputy Commissioners of Lahore, Sialkot, Sheikhpura and Sahiwal Districts.</p>	<p>To see that the obligation undertaken by Pakistan is fulfilled and no water is withdrawn for Consumptive Use, other than Domestic Use, from the border reaches of the two rivers.</p>
<p>Article II(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.</p>	<p>i) Irrigation and Power Department. ii) Deputy Commissioners of Lahore, Sialkot, Sheikhpura and Sahiwal Districts.</p>	<p>To see that the obligation undertaken by Pakistan is fulfilled and no water is withdrawn for Consumptive Use, other than Domestic Use, from the tributaries of the Sutlej and the Ravi which join these rivers in the border</p>

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
Article II(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/as may be necessary For the determination of the component	reaches, except for the withdrawals for Agricultural Use as provided for in Paragraphs 2 and 3 of Annexure B to the Treaty. As and when the necessity arises, proposals for the establishment of new discharge observation stations in Pakistan and India should be sent to the Pakistan Commissioner for Indus Waters.

and make such observations

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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.

Article III(3)	<p>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.</p>	<p>Irrigation and Power Department.</p>	<p>As and when the necessity arises, proposals for the establishment of new discharge observation stations in Pakistan and India should be sent to the Pakistan Commissioner for Indus Waters.</p>
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Article IV(2)	<p>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</p>	<p>1) Irrigation and Power Department.</p>	<p>To see that the schemes undertaken in Pakistan meet the stipulated requirements</p>
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PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
<p>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 under Article III.</p>	<p>ii) Deputy Commissioners of Lahore, Sialkot, Sheikhpura and Sahiwal Districts.</p>	<p>To see that the schemes undertaken in Pakistan meet the stipulated requirements.</p>
<p>Article IV(3)</p>	<p>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</p> <p>(a) in executing any of the schemes mentioned above, each Party will avoid, as far as practicable, any material damage to the other Party:</p> <p>(b)</p>	<p>i) Irrigation and Power Department.</p> <p>ii) Deputy Commissioners of Lahore, Sialkot, Sheikhpura and Sahiwal Districts.</p> <p>To see that the schemes undertaken in Pakistan meet the stipulated requirements and to inform the Pakistan Commissioner for Indus Waters regarding any contravention of the provision by India that may come to their notice.</p>

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- (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 remodelling 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

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS	
<p>received 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 these 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.</p>			
<p>Article IV(4)</p>	<p>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:-</p> <ul style="list-style-type: none"> i) Hudiara Drain ii) Kasur Nala iii) Salimshah Drain iv) Fazilka Drain 	<p>Irriga- tion and Power Department.</p>	<p>To see that this provision is complied with.</p>
<p>Article IV(6) <u>1</u> best</p>	<p>Each Party will use its endeavours to maintain the natural channels of the Rivers, as on the Effective Date, in such condition as will avoid, as far as practicable, any</p>	<ul style="list-style-type: none"> i) Irriga- tion and Power Depart- ment. ii) All De- puty Com- missioners 	<p>To see that the obligation undertaken by Pakistan is fulfilled and to bring to the notice of the Pakistan</p>

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
obstruction to the flow in these channels likely to cause material damage to the other Party.	Commissioner for Indus Waters any contravention of this provision by India.	
Article IV(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 Suleimank, from its natural channel between high banks.	<p>1) Irrigation and Power Department. To see that the obligation undertaken by Pakistan is fulfilled and to bring to the notice of the Pakistan Commissioner for Indus Waters any contravention of this provision by India.</p> <p>ii) Deputy Commissioners of Lahore, Sahiwal, Sheikhpura and Sialkot.</p>
Article IV(8)	The use of the natural channels of the Rivers for the discharge of flood or other excess water shall be free and not subject to limitation by either Party, and 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.	Irrigation and Power Department. To supply to the Pakistan Commissioner for Indus Waters well before every flood season a list of the sites for which India is to be asked to supply flood data to Pakistan.

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<p>Article IV(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.</p>	<p>Irrigation and Power Department.</p>	<p>To see that the provision is complied with.</p>
<p>Article IV(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.</p>	<p>i) Irrigation and Power Department. ii) Industries Department.</p>	<p>To see that the provision is complied with.</p>
<p>Article IV(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</p>	<p>Forest Department.</p>	<p>1) To see that arrangements are made for the recovery of marked drift timber and other property and</p>

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS
Rivers, subject to appropriate charges being paid by the owners.		for keeping it in safe custody till instructions for its disposal or restoration to owners are conveyed by the Pakistan Commissioner for Indus Waters.
Article IV(12)	Indus- tries Depart- ment.	ii) To supply the details of the recoveries made, every month, to the Pakistan Commissioner for Indus Waters.
The use of water for industrial purposes under Articles II(2), II(3) and III(2) shall not exceed:		To collect and supply to the Pakistan Commissioner for Indus Waters data regarding the use of waters in the industrial processes in Punjab where substantial quantity of water is used.
(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 process; or		

PROVISIONS OF THE TREATY	DEPART- MENTS CONCERNED	REMARKS	
<p>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.</p>			
<p>Article IV(13)</p>	<p>Such part of any water withdrawn for Domestic Use under the provisions of Articles II(3) and III(2) as 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.</p>	<p>i) Board of Revenue ii) Industries Department iii) Deputy Commissioner, Sialkot</p>	<p>To see that these provisions are complied with.</p>

