MATRIX 1: DECISIONS OF PAST COURTS OF ARBITRATION

Colour code:

Binding decisions	
Binding decisions with respect to	
"matters within his competence"	
Non-binding decisions	

Question (a) Part I: response on decisions of past courts of arbitration (i.e. Kishenganga I)	(a) the Parties	(b) the present proceedings before the Court	(c) the present proceedings before the Neutral Expert	(d) future proceedings before a court of arbitration or a neutral expert
(i) Competence	Paras 16 and 23 of Annexure G: binding, also for res judicata and good faith reasons. Confirmed in Competence Award paras 123, 189, 316.	Paras 16 and 23 of Annexure G: binding, also for res judicata and good faith reasons	Paras 16 and 23 of Annexure G: binding, also for res judicata and good faith reasons	Paras 16 and 23 of Annexure G: binding, also for <i>res judicata</i> and good faith reasons
(ii) Matters of Fact	Para 23 of Annexure G: binding, also for res judicata reasons. Confirmed in Competence Award para 123.	Para 23 of Annexure G: binding, also for <i>res judicata</i> and good faith reasons	Para 23 of Annexure G: binding, also for <i>res judicata</i> and good faith reasons	Para 23 of Annexure G: binding, also for <i>res judicata</i> and good faith reasons
(iii) Interpretation of the Treaty	Para 23 of Annexure G: binding, also for <i>res</i>	Para 23 of Annexure G: binding, also for <i>res</i>	Para 23 of Annexure G: binding, also for <i>res</i>	Para 23 of Annexure G : binding, also for <i>res judicata</i> and good

	judicata and good faith reasons. Binding nature extends to all Treaty interpretations rendered, including the "general questions presented in the proceedings" [i.e., the legality under the Treaty of India's proposed diversion of the Kishenganga and of drawdown flushing generally at HEPs on the Western Rivers. Confirmed in Kishenganga I: Partial Award paras. 466, 468, 470; and Decision on India's Request for Clarification or Interpretation [PLA-0021], paras 25, 27, 33-34. Confirmed also in Competence Award paras 123, 189.	judicata and good faith reasons. Binding with respect to all Treaty interpretations rendered, including the "general questions presented in the proceedings" as to the prohibition of drawdown flushing under the Treaty (Kishenganga I, Partial Award paras. 466, 468, 470 and Decision on India's Request for Clarification or Interpretation [PLA-0021], paras 25, 27, 33-34) save as regards preexisting HEPs including Baglihar (Partial Award, paras 469, 523 and dispositif B(4)).	judicata and good faith reasons. Binding with respect to all Treaty interpretations rendered, including the "general questions presented in the proceedings" as to the prohibition of drawdown flushing under the Treaty (Kishenganga I, Partial Award paras. 466, 468, 470 and Decision on India's Request for Clarification or Interpretation [PLA-0021], paras 25, 27, 33-34) save as regards preexisting HEPs including Baglihar (Partial Award, paras 469, 523 and dispositif B(4)).	faith reasons. Binding with respect to all Treaty interpretations rendered, including the "general questions presented in the proceedings" as to the prohibition of drawdown flushing under the Treaty (Kishenganga I, Partial Award paras. 466, 468, 470 and Decision on India's Request for Clarification or Interpretation [PLA-0021], paras 25, 27, 33-34) save as regards pre-existing HEPs including Baglihar (Partial Award, paras 469, 523 and dispositif B(4)).
(iv) Application of the Treaty "in	Para 23 of Annexure G : binding, also for <i>res</i>	Para 23 of Annexure G: binding, also for <i>res</i>	Para 23 of Annexure G : binding, also for <i>res</i>	Para 23 of Annexure G : binding, also for <i>res judicata</i> and good
particular	judicata and good faith	judicata and good faith	judicata and good faith	faith reasons. Binding with
circumstances"	reasons. Binding nature	reasons. Binding with	reasons. Binding with	respect to all applications of the
	extends to all applications	respect to all applications	respect to all applications	Treaty "in the particular
	of the Treaty "in the	of the Treaty "in the	of the Treaty "in the	circumstances" of that case.
	particular circumstances"	particular circumstances"	particular circumstances"	Follows from the above.
	of that case. Confirmed in	of that case. Follows		

Competence Award para	from the above. Subject	of that case. Follows from	
123. Subject only to	only to variation in an	the above.	
variation in an	application where the		
application where the	reasoning given in the		
reasoning given in the	prior Court of		
prior Court of	Arbitration decision		
Arbitration decision "no	"no longer accords with		
longer accords with	reality" due to factors		
reality" due to factors	beyond the Parties'		
beyond the Parties'	control: Kishenganga I:		
control: Kishenganga I:	Final Award paras 117-		
Final Award paras 117-	118		
118			

MATRIX 2: DECISIONS OF PAST NEUTRAL EXPERTS

Colour code:

Binding decisions	
Binding decisions with respect to	
"matters within his competence"	
Non-binding decisions	

Question (a) Part II: response on past neutral expert decisions (i.e. Baglihar)	(a) the Parties	(b) the present proceedings before the Court	(c) the present proceedings before the Neutral Expert	(d) future proceedings before a court of arbitration or a neutral expert
(i) Competence	Part 1 and paras 7 and 11 of Annexure F: binding, also for res judicata and good faith reasons, with respect only to "matters within his competence". Confirmed in Competence Award, para 316.	Part 1 and paras 7 and 11 of Annexure F: binding or otherwise controlling, also for res judicata and good faith reasons, with respect only to "matters within his competence", assuming no challenge and no contrary decision of a court of arbitration. Confirmed in Competence Award, para 316.	Part 1 and paras 7 and 11 of Annexure F: binding or otherwise controlling, also for res judicata and good faith reasons, with respect only to "matters within his competence", assuming no challenge and no contrary decision of a court of arbitration. Confirmed in Competence Award, para 316.	Part 1 and paras 7 and 11 of Annexure F: binding or otherwise controlling, also for res judicata and good faith reasons, with respect only to "matters within his competence", assuming no challenge and no contrary decision of a court of arbitration. Confirmed in Competence Award, para 316.
(ii) Matters of Fact	Part 1 and para 11 of Annexure F: Binding only with	Not "binding or otherwise controlling" because the	Not "binding or otherwise controlling" because the	Not binding or otherwise controlling" unless the
	respect to "matters within his	present proceedings relate to	present proceedings relate to	same factual "matters"

	competence" [i.e., as regards the Baglihar Neutral Expert decision, only with respect to matters of fact relevant to compliance of Baglihar plant design with Annexure D paras 8(a) (freeboard), 8(c) (pondage), 8(e) (gated spillways) and 8(f) (turbine intakes)]. Confirmed in Kishenganga I, Partial Award para. 470 and in Competence Award, para 316. Res judicata and good faith reasons also apply.	a different "matter"/HEPs (i.e. KHEP, RHEP and HEPs generally on the Western Rivers). Confirmed in Kishenganga I, Partial Award para. 470.	a different "matter"/HEPs (i.e. KHEP and RHEP)	arise in future proceedings related to the Baglihar plant (in which case para 11 of Annexure F, res judicata and good faith factors would apply). Confirmed with respect to future Court of arbitration proceedings in Kishenganga I, Partial Award para. 470.
(iii) Interpretation of the Treaty	Part 1 and para 11 of Annexure F: Binding only with	Not "binding or otherwise controlling" because a neutral	Not "binding or otherwise controlling" because a	Not "binding or otherwise controlling" unless the
	respect to "matters within his	expert has no general or	neutral expert has no	same "matters" of
	competence" [i.e., as regards the	systemic interpretative	general or systemic	technical interpretation
	Baglihar Neutral Expert	competence and the present	interpretative competence	arise in future proceedings
	decision, only with respect to	proceedings relate to a	and the present proceedings	related to the Baglihar
	matters of treaty interpretation	different "matter"/HEPs (i.e.	relate to a different	plant (in which case para
	relevant to compliance of Baglihar plant design with	KHEP, RHEP and HEPs generally on the Western	"matter"/HEPs (i.e. KHEP and RHEP).	11 of Annexure F, <i>res judicata</i> and good faith
	Annexure D paras 8(a)	Rivers). Confirmed in	and KHEF).	factors would apply).
	(freeboard), 8(c) (pondage), 8(e)	Kishenganga I, Partial		factors would appry).
	(gated spillways) and 8(f)	Award para. 470.		Confirmed with respect
	(turbine intakes)]. Confirmed	Para Para III		to future Court of
	in Kishenganga I, Partial			arbitration proceedings
	Award paras. 469-470 and in			in Kishenganga I, Partial
	Competence Award, para 316.			Award para. 470.
(iv) Application of	Part 1 and para 11 of	Not "binding or otherwise	Not "binding or otherwise	Not "binding or otherwise
the Treaty "in	Annexure F : Binding only with	controlling" because the	controlling" because the	controlling" unless the

particular	respect to "matters within his	present proceedings relate to	present proceedings relate to	same "matters" related to
circumstances"	competence" [i.e., as regards the	a different "matter"/HEPs	a different "matter"/HEPs	the application of the
	Baglihar Neutral Expert	(i.e. KHEP, RHEP and HEPs	(i.e. KHEP and RHEP)	Treaty arise in future
	decision, only with respect to	generally on the Western		proceedings related to the
	application of the Treaty to	Rivers). Confirmed in		Baglihar plant (in which
	Baglihar plant design with	Kishenganga I, Partial		case para 11 of Annexure
	respect to freeboard, pondage,	Award para. 470.		F, res judicata and good
	gated spillways and turbine			faith factors would apply)
	intakes. Confirmed in			
	Kishenganga I, Partial Award			Confirmed with respect
	paras. 469-470 and in			to future Court of
	Competence Award, para 316.			arbitration proceedings
	_			in Kishenganga I, Partial
				Award para. 470.