

PCA Case No. 2023-01

**IN THE MATTER OF
THE INDUS WATERS WESTERN RIVERS ARBITRATION**

- before -

**THE COURT OF ARBITRATION CONSTITUTED
IN ACCORDANCE WITH THE INDUS WATERS TREATY 1960**

- between -

THE ISLAMIC REPUBLIC OF PAKISTAN

- and -

THE REPUBLIC OF INDIA

PROCEDURAL ORDER NO. 19

**(REQUEST BY PAKISTAN FOR GUIDANCE
REGARDING DISCLOSURE OF INFORMATION)**

COURT OF ARBITRATION:

**Professor Sean D. Murphy (Chairman)
Professor Wouter Buytaert
Professor Jeffrey P. Minear
Judge Awn Shawkat Al-Khasawneh
Dr. Donald Blackmore**

SECRETARIAT:

The Permanent Court of Arbitration

29 January 2026

I. INTRODUCTION

1. This Procedural Order arises from a request made by the Islamic Republic of Pakistan (“**Pakistan**”) on 9 January 2026, and reiterated on 23 January 2026, for directions regarding the disclosure of information in Pakistan’s possession from parallel proceedings before the Neutral Expert appointed pursuant to Annexure F of the Treaty (the “**Neutral Expert Proceedings**”), which Pakistan contends is relevant to the Court’s decision in its Second Phase on the Merits, or to a potential interim measures phase.

II. PROCEDURAL HISTORY

2. The detailed history of the origin of the present dispute and the procedural history of these proceedings is set out in the Court’s Award on the Competence of the Court dated 6 July 2023 (“**Award on Competence**”) and the Court’s Award on Issues of General Interpretation of the Indus Waters Treaty dated 8 August 2025 (“**Award on Issues of General Interpretation**”), as well as the Court’s subsequent procedural orders and decisions.
3. On 19 August 2016, the Pakistan initiated this arbitration by way of a request for arbitration (the “**Request for Arbitration**”) served upon the Republic of India (“**India**”) pursuant to Article IX and Paragraph 2(b) of Annexure G to the Treaty.
4. On 31 March 2023, the Court issued Supplemental Rules of Procedure, further to Paragraph 16 of Annexure G to the Treaty.
5. On 6 July 2023, following written submissions and an oral hearing, the Court issued an Award on Competence, finding that the Court is competent to consider and determine the disputes set forth in Pakistan’s Request for Arbitration.
6. On 6 July 2023, the Court also issued Procedural Order No. 6, determining that the Court would conduct these proceedings in a phased manner, and that the next phase of the proceedings (the “**First Phase on the Merits**”) would address certain questions that arise from the Request for Arbitration concerning the overall interpretation or application of Article III of the Treaty, and Paragraph 8 of Annexure D thereto, in addition to a related question concerning the legal effect of past decisions issued by dispute resolution bodies established pursuant to Article IX of the Treaty.
7. On 10 August 2023, the Court issued Procedural Order No. 8, granting an application from Pakistan to amend its Request for Arbitration.
8. On 27 June 2025, the Court issued a Supplemental Award on the Competence of the Court, finding that India’s position on “abeyance” of the Treaty does not limit the competence of the Court over this dispute, which the Court previously affirmed in the Award on Competence, and finding that the Court has a continuing responsibility to advance these proceedings in a timely, efficient, and fair manner, notwithstanding India’s position on “abeyance”.
9. On 8 August 2025, the Court issued an Award on Issues of General Interpretation, in which the Court addressed the matters before it in the First Phase on the Merits.

10. On 19 September 2025, Pakistan transmitted a letter to the Court pursuant to Paragraph 27 of Annexure G to the Treaty, in which it sought “the Court’s clarification of a number of points arising out of the Award [on Issues of General Interpretation]” (the “**Request for Clarification**”).
11. On 8 November 2025, the Court issued a Decision on Pakistan’s Request for Clarification of the Award on Issues of General Interpretation (the “**Decision on the Request for Clarification**”), in which the Court provided clarifications with respect to some aspects of the Request for Clarification, but declined to provide clarifications with respect to other aspects of the Request, including Pakistan’s request for clarification as to how the Treaty regulates the basis upon which India must determine the installed capacity and anticipated load of a proposed Annexure D, Part 3 Hydro-Electric Plant (“**HEP**”), and, once determined, how these elements are to be taken into account for purposes of the calculation of maximum Pondage.
12. In its Decision on the Request for Clarification, the Court recalled that it had concluded in its Award on Issues of General Interpretation that, with respect to whether and how the Treaty regulates the basis upon which India may determine such installed capacity and anticipated load, “Pakistan or India may seek to pursue the matter through the Treaty’s dispute resolution procedures, including a further phase of these proceedings” and further stated in its Decision that:

Were either Party to seek leave in that regard, the Court is open to conducting a further phase of these proceedings on this issue. Such a phase would provide an opportunity for written submissions from both Parties on this issue that, *inter alia*, identify the relevant Treaty provisions, the relevant documents in the record, and the Parties’ current and past positions and practice, including in the *Baglihar* Neutral Expert Proceedings. The Court takes note in this regard of Pakistan’s statement at the Case Management Conference that:

We would much rather that you deliberate fully and properly, and that you come to the best reliable conclusions that you can come to. And if that means on this particular issue that there needs to be another procedure, well, of course, then there absolutely needs to be another procedure.
13. On 8 November 2025, the Court issued Procedural Order No. 16, indicating, among other things, that either Party may request a further phase of the proceedings specific to “resolving the basis upon which India must determine the installed capacity and anticipated load of a proposed Annexure D, Part 3 HEP, and, once determined, how these elements are to be taken into account for purposes of the calculation of maximum Pondage” (the “**Capacity/Load/Pondage Calculation Issues**”).
14. On 13 November 2025, Pakistan requested a further phase of the proceedings specific to the Capacity/Load/Pondage Calculation Issues.
15. On 21 November 2025, the Court issued Procedural Order No. 17, in which the Court determined to conduct a further phase of the proceedings specific to resolving the Capacity/Load/Pondage Calculation Issues (the “**Second Phase on the Merits**”), and envisaged that an oral hearing for the Second Phase on the Merits (“**Hearing**”) would be held in the Peace Palace, The Hague, the Netherlands. Further, in the event that India did not inform the Court of its intention to participate in the Second Phase on the Merits, the Hearing would take place from 2 to 3 February 2026.
16. India did not indicate an intention to submit a Counter-Memorial or otherwise participate in the Second Phase on the Merits by the deadline fixed by the Court, nor has it done so to date.

17. On 9 January 2026, pursuant to paragraph 2.1 of the Court’s Procedural Order No. 16, Pakistan provided its submission addressing the status of the Neutral Expert Proceedings, in which Pakistan also applied to the Court for directions regarding, among other things, the disclosure of information in its possession from the Neutral Expert Proceedings with respect to the following two categories:
- (a) *first*, information that Pakistan considers is “directly relevant and material to the issues engaged by the Court’s enquiry in its Second Phase on the Merits” (namely, logbook data for the operating pools of the Baglihar HEP and the Kishanganga HEP (“**KHEP**”) (“**Pondage Logbooks**”), as well as Pakistan’s analysis of this data (“**Pondage Logbook Analysis**”)) (collectively, the “**NE Pondage Documents**”); and
 - (b) *second*, information “that would be highly material to issues that Pakistan anticipates bringing to the Court shortly by way of urgent application that (a) go beyond questions in respect of which the NE is seised or would be competent, and (b) fall properly within the scope of the Court’s competence in the present proceedings” (“**NE Interim Measures Documents**”).
18. Specifically, Pakistan requested directions from the Court on the following:
- (a) Whether the general duty of mutual respect and comity and/or other applicable provisions, principles or rules, encompass an obligation on the part of the NE to direct the disclosure into the Court proceedings by Pakistan of documents and information that may be relevant and material to the work of the Court?
 - (b) If so, what if any arrangements or conditions apply or may be applied to such disclosure?
 - (c) If any such obligation to direct disclosure is not effective, or if no such obligation operates, whether Pakistan would be in breach of its confidentiality obligations in respect of the NE proceedings were it to disclose into the Court proceedings documents or information that (i) India refused to disclose to the Court following a direction by the Court to do so, and/or (ii) that Pakistan may be directed to produce by the Court, each eventuality pursuant to Paragraph 20 of Annexure G of the Treaty and/or Article 22(2) and (3) of the COA SR?
 - (d) Whether documents and information in the NE proceedings relevant to Pakistan’s response to the issues addressed by the Court in ¶ 2.3 of PO17 properly warrant disclosure into the Court proceedings?
 - (e) Having regard to (i) the NE’s conclusion that elements of Pakistan’s Effectiveness Application went beyond the NE’s competence,¹⁴ (ii) the NE Bifurcation Decision, and (iii) the imperative of safeguarding Pakistan’s interests under the Treaty, of avoiding prejudice to both the NE Final Decision and future awards of the Court, and/or of aggravation or extension of the dispute, whether documents and information in the NE proceedings relevant and material to such matters properly warrant disclosure into the Court proceedings?
 - (f) Any other issue relevant to the question of the disclosure into the Court proceedings of documents and information available to Pakistan from the NE proceedings.
19. On 17 January 2026, the Court indicated by letter to the Parties that, in relation to the NE Interim Measures Documents, the Court “is not inclined to decide the matter until a decision is reached as to the nature of the issues before the Court in such future phases of these proceedings”; and in relation to the NE Pondage Documents, invited Pakistan to provide, by 23 January 2026, a request

to introduce specific information arising in the Neutral Expert Proceedings (in as much detail as possible, subject to any duty of confidentiality), indicating, among other things, “the relevance of such information to the issues before the Court in the Second Phase on the Merits”. In its letter, the Court further observed:

Upon receipt of such a request from Pakistan, and after inviting any comments that India may wish to make, the Court would then be in a position to assess the relevance of the particular information and the necessity of its introduction into these proceedings in order to ensure the integrity of the Court’s process in the Second Phase on the Merits. In light of such assessment, the Court could determine whether to issue a procedural order directing either India or Pakistan to produce such information pursuant to Paragraph 20 of Annexure G to the Treaty and paragraph 22 of the Court’s Supplemental Rules of Procedure. The Court further notes that it would also be in a better position to determine whether the dispute settlement provisions of the Treaty, in conjunction with the general duty of mutual respect and comity as between dispute settlement bodies established under the Treaty, permits a Party to disclose information from a neutral expert’s proceedings when so ordered by a court of arbitration. In that regard, the Court notes that such disclosure between dispute settlement proceedings has already occurred in this proceeding in the context of Pakistan’s letter to the Court of the pleadings submitted in the Baglihar Neutral Expert proceedings (including India’s pleadings), further to paragraph 1.2 of Procedural Order No. 11. In the event that the Court determines that information arising from the Neutral Expert proceedings should be introduced into the present proceedings, such information could be made subject to confidentiality procedures comparable to those that exist in the Neutral Expert proceedings.

20. On 23 January 2026, Pakistan reiterated its request to the Court to give urgent directions or guidance on the issues raised in its letter dated 9 January 2026. In its letter, Pakistan further clarified that the NE Pondage Documents it seeks entered into these proceedings include “a handful of exhibits and appendices, or portions thereof, filed by India in the Neutral Expert proceedings, and the analyses thereof undertaken by Pakistan”. Pakistan maintains that the NE Pondage Documents constitute evidence directly relevant and material to the issues before the Court in the Second Phase on the Merits:

attesting to, and associated analysis affirming, that India has historically advanced hypothesized and unfounded projections of installed capacity and anticipated load of Annexure D, Part HEPs for the inescapably clear purpose of inflating the amount of maximum Pondage to which it maintained it was entitled. This inescapable conclusion follows from the logbook data disclosed by India for both the Baglihar HEP and the KHEP in the course of the Neutral Expert proceedings, and Pakistan’s analysis thereof, that shows that only a fraction of the volume of water in the Operating Pools of both Plants has actually been used for hydroelectric power generation. The remainder is simply storage, impermissible under the Treaty, and a lever for India’s improper use.

21. On 24 January 2026, the Court invited India to provide comments on Pakistan’s letter dated 23 January 2026, by no later than 28 January 2026. India did not provide any comments by the deadline.

III. THE COURT’S ANALYSIS

A. GENERAL CONSIDERATIONS

22. The present circumstances give rise to a number of issues of principle, including with respect to the scope of the Court’s power to obtain information relevant and material to the matters before it for determination, the scope of and the limitations on the Court’s and the Neutral Expert’s

powers to determine their own procedure, and the appropriate interaction between dispute settlement bodies constituted under the Treaty.

23. With respect to the Court's power to obtain information relevant and material to the matters before it for determination, Paragraph 20 of Annexure G to the Treaty provides that "[t]he Court shall have the right to require from the Agents of the Parties the production of all papers and other evidence it considers necessary and to demand all necessary explanations. In case of refusal, the Court shall take formal note of it".
24. Further, Article 22 of the Court's Supplemental Rules of Procedure relevantly provides:
 2. The Court may take all appropriate measures in order to establish the facts [...]
 3. Pursuant to paragraph 20 of Annexure G to the Treaty, the Court may, at any time during the proceedings, require the Parties to produce documents, exhibits, or other evidence within such a period of time as the Court shall determine.

[...]
 6. The Court shall determine the admissibility, relevance, materiality, and weight of the evidence adduced.
25. The Court recalls that it has already exercised its powers under Paragraph 20 of Annexure G and Article 22 of the Supplemental Rules of Procedure in an earlier phase of these proceedings. In particular, in Procedural Order No. 11, the Court directed Pakistan to produce a number of categories of documents "[i]n order to ensure that the Court has available to it a comprehensive record of the views and positions of the Parties on the matters at issue before the Court" in light of the Court's duty "to satisfy itself that Pakistan's claims are well founded in fact and law". Such documents included those subject to the confidentiality restrictions established in the *Baglihar* Neutral Expert proceedings and in the *Kishenganga* Court of Arbitration proceedings.
26. With respect to the scope of and the limitations on the Court's and the Neutral Expert's powers to determine their own procedure, the central issue in the present circumstances concerns rules relating to confidentiality. Paragraph 19 of Annexure G to the Treaty provides that the hearings of a court of arbitration "shall not be open to the public unless it is so decided by the Court with the consent of the Parties". By contrast, the Treaty is silent regarding the confidentiality that attaches to a neutral expert's proceedings under Annexure F. Thus, beyond Paragraph 19 of Annexure G, the Treaty does not otherwise address the confidentiality of dispute settlement proceedings initiated under the Treaty, including with respect to the sharing of confidential information as between dispute settlement proceedings. As such, pursuant to Paragraph 16 of Annexure G to the Treaty and Paragraph 6 of Annexure F to the Treaty, a court of arbitration or neutral expert, as the case may be, has the discretion to determine its own procedure with respect to confidentiality.
27. To that end, the Court determined in Article 14 of its Supplemental Rules of Procedure that certain documents would be maintained as confidential, while also recognizing that a sharing of confidential documents with the Neutral Expert may occur. Specifically, Article 14 provides:
 3. These Supplemental Rules of Procedure, Procedural Orders made by the Court, substantive decisions, and Awards of the Court shall be public and made publicly available on the website of the Secretariat. Other documents of the Court, including

communications by the Court to the Parties, shall remain confidential unless the Court directs otherwise after seeking the views of the Parties.

4. The written submissions of the Parties and their accompanying documents, as well as the transcripts of any hearing or meeting, shall be confidential until at least the close of the hearing to which they relate. Thereafter, the Court may revisit the question of publication after seeking the views of the Parties, and may consider the publication of such materials subject to redaction or subject to a fixed period of delay.
5. Subject to Article 14(6), the Parties and/or the Court may share the confidential documents referred to in Article 14(3)-(4) with the Neutral Expert and/or the International Bank for Reconstruction and Development (the **World Bank**) as appropriate, provided that this is done on a confidential basis.
6. A Party, when submitting a document to the Court, may designate a document as “Court Confidential” (that is, it may not be shared by the Court or the other Party with the Neutral Expert and/or the World Bank), and explain the reason for such designation. If the other Party contests such designation, the Court shall decide upon whether the document should be designated as “Court Confidential”, on the basis of a rebuttable presumption against Court confidentiality. The Court may, on its own motion, decide that a document designated by a Party as “Court Confidential” should not be so designated, after seeking the views of the Parties.

28. The Neutral Expert likewise established a rule governing the transparency and confidentiality of the Neutral Expert Proceedings, which provides that certain information is to be public, other information is to be confidential, and the treatment of confidential information is subject to the direction of the Neutral Expert. Rule 14 of his Supplementary Rules of Procedure provides:

TRANSPARENCY AND CONFIDENTIALITY

- 14.1 The appointment of the Neutral Expert and the existence of these Neutral Expert proceedings are matters already in the public domain. Accordingly, the Registry shall identify on its website the names of the Parties, the Neutral Expert, and the designated (authorized) representatives, representatives and counsel for the Parties. The Parties will have an opportunity to review the content of any website relating to these proceedings prior to publication by the Registry.
- 14.2 These Rules and procedural and substantive decisions of the Neutral Expert shall be made publicly available, including on the website of the Registry.
- 14.3 Unless the Neutral Expert directs otherwise after ascertaining the views of the Parties, the Parties, the Neutral Expert, the Registry and any assistants engaged by the Neutral Expert shall maintain strict confidentiality in respect of all other aspects of the proceedings.¹

29. While both the Court of Arbitration and the Neutral Expert have adopted their respective supplemental rules, any court of arbitration or neutral expert *remains subject to the provisions of the Treaty* in the exercise of their respective powers to determine their own procedure. Thus, the Treaty expressly provides that a court of arbitration’s determination of its procedure is “[s]ubject to the provisions of this Treaty”,² while a neutral expert, when determining his or her procedure,

¹ Supplemental Rules of Procedure in the Neutral Expert Proceedings under the Indus Waters Treaty 1960 in Respect of the Ratle and Kishenganga Hydroelectric Plants, *Indus Waters Treaty Neutral Expert Proceedings (India v. Pakistan)*, 1 June 2023, Rule 14.

² Treaty, Annexure G, para. 16.

“shall be governed by the provisions of this Treaty”.³ Using such rules to impede the operation of the Treaty’s provisions, including those relating to other dispute settlement procedures, would not be in accordance with the Treaty.

30. With respect to the appropriate interaction between dispute settlement bodies constituted under the Treaty, the Court recalls the principle of good faith that operates as a matter of customary international law, binding upon States and international adjudicators alike.⁴ As the Court stated in its Award on Issues of General Interpretation, that principle gives rise to an overriding and general duty, imposed on any international dispute settlement body, “to exercise its competence in such a manner as to facilitate the actual resolution of the Parties’ dispute and to avoid the risks of duplicative proceedings or conflicting decisions”.⁵
31. Where access to information is necessary to dispose of the issues before a dispute settlement body duly established under the Treaty, allowing access to such information by another dispute settlement body, subject to appropriate confidentiality restrictions, is consistent with these Treaty provisions and with this overriding and general duty. This is especially the case with respect to documents or other information that were not prepared for the purpose of a neutral expert’s proceedings, but that originated separately from those proceedings.
32. The Court further observes that any rationale for maintaining confidentiality vis-à-vis the general public does not extend to a denial of access as between dispute settlement proceedings under the Treaty. Indeed, any confidentiality restrictions existing within a neutral expert’s proceedings can be maintained for information introduced from those proceedings into the proceedings of a court of arbitration, in the same way that Article 14(5) of the Court’s Supplemental Rules of Procedure operates in the reverse direction.
33. Finally, the Court notes that, to the extent that a Party’s concerns with respect to the sharing of information between the Neutral Expert and the Court of Arbitration, as reflected in the adoption by the Neutral Expert on 1 June 2023 of Rule 14 of his Supplementary Rules of Procedure, originated at a time when that Party questioned the competence and proper constitution of the Court of Arbitration, the situation has not remained static since that point. In the exercise of the power accorded to it under the Treaty,⁶ the Court determined in its Award on Competence of 6 July 2023 that it is properly constituted and is competent to consider and determine the disputes set forth in Pakistan’s Request for Arbitration.⁷ The Court further confirmed that competence in its Supplemental Award on the Competence of the Court, dated 27 June 2025, which determined that India’s position on “abeyance” of the Treaty does not limit the competence of the Court over such disputes.⁸ As such, regardless of the views of a Party as to the Court’s competence, then or

³ Treaty, Annexure F, para. 6.

⁴ Award on Issues of General Interpretation, para. 349, citing **PLA-0025**, *Nuclear Tests (Australia v. France)*, *Judgment* [1974] ICJ Rep 253, para. 46 (recognizing good faith as “[o]ne of the basic principles governing the ... performance of legal obligations, whatever their source”).

⁵ Award on Issues of General Interpretation, para. 349; Procedural Order No. 6, para. 30.

⁶ Treaty, Annexure G, para. 16 (“the Court shall decide all questions relating to its competence”).

⁷ Award on Competence, para. 318.

⁸ Supplemental Award on Competence, para. 76.

now, that issue has been resolved in accordance with the Treaty and cannot serve as a basis for denying access to information.

B. PRODUCTION OF DOCUMENTS IN THE SECOND PHASE ON THE MERITS

34. The Court has carefully considered the nature and scope of the NE Pondage Documents that Pakistan seeks to introduce in these proceedings, as indicated at paragraph 20 above.
35. The Court recalls that, in the Second Phase on the Merits, the Court is to “resolv[e] the basis upon which India must determine the installed capacity and anticipated load of a proposed Annexure D, Part 3 HEP, and, once determined, how these elements are to be taken into account for purposes of the calculation of maximum Pondage”. Further, the Court recalls that, in its Award on Issues of General Interpretation, the Court stated that, “[a]s a general matter, the plant’s installed capacity and anticipated load *must correspond to how the plant will actually be operated*; it cannot be hypothesized in a manner that serves to inflate the amount of maximum Pondage”.⁹
36. Accordingly, on this basis, the Court considers that the NE Pondage Documents (which, as indicated by Pakistan, concern how certain Annexure D, Part 3 HEPs are actually operated) appear relevant and material to the matters before the Court in the Second Phase on the Merits.¹⁰ As previously noted, the NE Pondage Documents consist of two types of information: the Pondage Logbooks and the Pondage Logbook Analysis.
37. With respect to the Pondage Logbooks, the Court understands that these are documents generated by India, with respect to Indian HEPs, in the ordinary course of the operation of these Plants.¹¹ In other words, the original Pondage Logbooks held by India are not materials prepared for the purpose of the Neutral Expert proceedings and are not, in their original form, subject to any duty of confidentiality arising from the Neutral Expert Proceedings. As such, in the first instance, an order for production of these documents may be appropriately directed to India. In that regard, the Court makes four points.
38. *First*, the Court notes that Pakistan has indicated that the relevant information is contained in “a handful of exhibits and appendices, or portions thereof, filed by India in the Neutral Expert proceedings”, but has not identified with specificity the individual documents to which it refers. As such, Pakistan should identify to India the exact documents at issue with respect to the Pondage Logbooks; India should then produce the documents in these proceedings or, alternatively, indicate to the Court that it disagrees as to the scope of such documents to be produced.
39. *Second*, the Court stresses that India’s non-participation in the present proceedings does not affect its status as a Party to these proceedings, nor diminish its standing consent in the Treaty to be

⁹ Award on Issues of General Interpretation, para. 85 (emphasis added).

¹⁰ Nevertheless, to the extent that the NE Pondage Documents include information relating to the KHEP, the Court wishes to highlight that the issues for determination in the Second Phase of the Merits concern the overall interpretation or application of the Treaty, and are not specific to the design and operation of the KHEP and the RHEP, matters which are also currently before the Neutral Expert.

¹¹ The Court further understands that Pakistan’s analysis of this information, having been generated by Pakistan, is not subject to any restriction independent of its incorporation of information produced by India in the Neutral Expert Proceedings.

bound by its terms, including its dispute resolution provisions.¹² As noted above at paragraph 33, the Court has concluded, as it is empowered to do under the Treaty, that the Court is properly constituted and is competent to consider and determine the disputes set forth in Pakistan's Request for Arbitration. The contrary views of a Party with respect to the competence of the Court are not a basis upon which a Party may refuse to comply with an order for the production of documents pursuant to Paragraph 20 of Annexure G to the Treaty.

40. *Third*, the Court is nevertheless conscious of the possibility that, in light of India's non-participation to date and the views it has expressed with respect to the competence of the Court, India may refuse to produce the relevant documents or otherwise inform the Court as indicated in paragraph 38. In that event, the Court shall determine the appropriate steps in the circumstances, bearing in mind the considerations set forth in Section III.A above. Given that Pakistan is also in possession of these documents (through the Neutral Expert Proceedings), the Court may decide to order Pakistan to produce these documents or may take some other step, such as drawing an adverse inference from India's failure to produce them.
41. *Fourth*, the Court is aware that Pakistan is in possession of the Pondage Logbooks subject to the duty of confidentiality reflected in paragraph 14(3) of the Neutral Expert's Supplementary Rules of Procedure. That said, the Court also notes that paragraph 14(3) of the Rules expressly envisages that the Neutral Expert may modify the scope of a Party's duty of confidentiality by direction, and that Pakistan has indicated its intention to so apply to the Neutral Expert.
42. With respect to the Pondage Logbook Analysis, the Court understands that this information has been prepared by Pakistan for the purpose of its submissions in the Neutral Expert Proceedings. The Court observes that once the underlying Pondage Logbook data has been entered into the record of these proceedings pursuant to the Court's directions, Pakistan may analyze such data in its submissions in these proceedings as it considers appropriate.

C. PRODUCTION OF DOCUMENTS FOR A FUTURE PHASE ON INTERIM MEASURES OF PROTECTION

43. The Court turns to consider the position with respect to the NE Interim Measures Documents.
44. The Court recalls that Pakistan has indicated that it is "actively considering whether to apply to the Court for the prescription of Interim Measures addressed to India that would be supportive of the Neutral Expert proceedings", but that "Pakistan is heavily prejudiced by the fact that the evidence underpinning any such application has only become available to Pakistan through the Neutral Expert proceedings".¹³
45. Paragraph 28 of Annexure G to the Treaty provides the following with respect to interim measures:
 28. Either Party may request the Court at its first meeting to lay down, pending its Award, such interim measures as, in the opinion of that Party, are necessary to safeguard its

¹² Award on Issues of General Interpretation, para. 239; Award on Competence, para. 145; Supplemental Award on Competence, para. 52.

¹³ Pakistan's Letter to the Court dated 23 January 2026.

interests under the Treaty with respect to the matter in dispute, or to avoid prejudice to the final solution or aggravation or extension of the dispute. The Court shall, there upon, after having afforded an adequate hearing to each Party, decide, by a majority consisting of at least four members of the Court, whether any interim measures are necessary for the reasons hereinbefore stated and, if so, shall specify such measures :
Provided that

- (a) the Court shall lay down such interim measures only for such specified period as, in its opinion, will be necessary to render the Award : this period may, if necessary, be extended unless the delay in rendering the Award is due to any delay on the part of the Party which requested the interim measures in supplying such information as may be required by the other Party or by the Court in connection with the dispute ; and
- (b) the specification of such interim measures shall not be construed as an indication of any view of the Court on the merits of the dispute.

46. Article 17 of the Court's Supplemental Rules of Procedure further provides:

Interim Measures

Article 17

1. Consistent with paragraph 28 of Annexure G of the Treaty, a Party may at any time submit a request for the prescription of interim measures by the Court to:
 - (a) safeguard the interests of the requesting Party with respect to the matter in dispute;
 - (b) avoid prejudice to the final resolution of the dispute; and/or
 - (c) avoid aggravation or extension of the dispute.
 2. Having regard to paragraph 28 of Annexure G of the Treaty, the Court shall decide upon the request after affording an adequate hearing to both Parties. The Court may prescribe measures different in whole or in part from those requested.
 3. The Parties shall promptly disclose any material change in the circumstances upon which the Court prescribed interim measures.
 4. A Party may submit a request for the modification or revocation of any interim measures prescribed by the Court. The Court shall decide upon such a request after affording an adequate hearing to both Parties.
 5. The request for interim measures incorporated in the Request for Arbitration shall be held in abeyance until a decision on the Court's competence is issued, or until the Court otherwise determines.
47. The Court notes that Pakistan's original Request for Arbitration dated 19 August 2016 included a request for interim measures restraining India from proceeding further with planned diversions resulting from construction of the works that are the subject of the disputes before the Court and the Neutral Expert, as well as restraining India from filling the KHEP's reservoir below the Dead Storage Level. In its application to amend its Request for Arbitration dated 28 July 2023, Pakistan withdrew the interim measures request that was advanced in the original Request for Arbitration, while reserving "its right to make a further request for interim measures under paragraph 28 of Annexure G of the Treaty".
48. The Court recognizes Pakistan's concerns regarding "the fact that the evidence underpinning any [interim measures] application has only become available to Pakistan through the Neutral Expert

proceedings”.¹⁴ Nevertheless, as indicated in the letter sent to the Parties on 17 January 2026, the Court is not prepared to issue directions or order the production of documents with respect to a phase of the proceedings that has not yet been commenced, and on which the Court has not yet had the benefit of the views of the Parties. As such, the Court appreciates that any interim measures request from Pakistan may require an initial filing that does not include reference to relevant documents that are subject to a duty of confidentiality in the Neutral Expert Proceedings, to be supplemented thereafter in the event that the Court orders that such documents be introduced in these proceedings.

49. As noted above, if the Court were to order India to produce such documents, and India failed to do so, the Court would be called on to determine the steps necessary to ensure the integrity of the Court’s process, including whether to order Pakistan to produce the documents it has received through the Neutral Expert Proceedings. In making such a determination, the Court would bear in mind the considerations set forth in Section III.A above. Moreover, of particular relevance to any such determination would be the fact that, if either Party were to require interim measures of protection, such measures could be obtained only through resort to a court of arbitration under Paragraph 28 of Annexure G to the Treaty. In this respect, Paragraph 13 of Annexure F to the Treaty expressly envisages that “if any question (including a claim to financial compensation) which is not within the competence of a Neutral Expert should arise out of his decision, that question shall, if it cannot be resolved by agreement, be settled in accordance with the provisions of Article IX (3), (4) and (5)”. This provision would encompass a situation in which a need for interim measures beyond the competence of a neutral expert were to arise in the course of Annexure F proceedings and provides that such question shall be settled by a court of arbitration. It would be impermissible for procedural decisions concerning confidentiality to restrict a party from exercising its right under the Treaty to put such matters before a court of arbitration, including the present Court.

IV. DECISION

A. PRODUCTION OF DOCUMENTS IN THE SECOND PHASE ON THE MERITS

50. By no later than **Monday, 2 February 2026**, Pakistan is **ordered** to specify to India the documents comprising the Pondage Logbooks that it seeks to introduce in these proceedings. Pakistan shall not copy the Court on its communication, but shall inform the Court that such communication has been made.
51. Pursuant to Paragraph 20 of Annexure G to the Treaty, and Article 22(3) of the Supplemental Rules of Procedure, India is **ordered**, by no later than **Monday, 9 February 2026**: (1) to produce in these proceedings the Pondage Logbooks; or (2) to inform the Court that it does not agree with Pakistan as to which documents fall within the scope of the Pondage Logbooks, in which case the Court shall decide how to resolve disagreement between the Parties.
52. Should India fail to act in accordance with paragraph 51 above, the Court shall decide whether to order Pakistan to produce the documents or whether some other step shall be taken. Pakistan shall address such possibilities at the Hearing from 2 to 3 February 2026. Further, if Pakistan seeks a

¹⁴ Pakistan’s Letter to the Court dated 23 January 2026.

further order from the Court upon India's failure to act, it shall specify exactly what it seeks in that regard.

B. PRODUCTION OF DOCUMENTS IN RESPECT OF FUTURE PHASES OF THE PROCEEDINGS

53. The Court shall consider requests by either Party pursuant to Paragraph 20 of Annexure G to the Treaty, and Article 22(3) of the Supplemental Rules of Procedure for the production of documents relating to a potential future phase of these proceedings, including a possible request for interim measures of protection, once such a future phase has commenced.

C. CONFIDENTIALITY OF DOCUMENTS PRODUCED PURSUANT TO THIS ORDER

54. Insofar as the documents produced pursuant to this Order are subject to confidentiality arrangements in other dispute settlement proceedings under the Treaty, they shall be kept confidential in the present proceedings and the Court and the Parties shall refrain from making them public, except to the extent disclosure is required of a Party by legal duty, to protect or pursue a legal right, or in relation to legal proceedings before a court or other competent authority.
55. Insofar as the documents produced pursuant to this Order are material to the Court's decisions and insofar as information, analysis, or conclusions of the Court on the basis of such documents may form part of a future award, the Court shall determine whether any redaction may be warranted prior to the publication of such award.

D. LEAVE TO APPLY

56. Any Party has leave to apply to the Court for a variation of this Order, giving particulars of the variation sought and the reason for it.
57. Any Party may, at any point in these proceedings, request that the Court convene a conference with the Parties to address any procedural aspect of these proceedings. The Court shall arrange to confer with the Parties in person or by videoconference, according to the circumstances.

Dated: 29 January 2026



Prof. Sean D. Murphy
Chairman

On behalf of the Court of Arbitration