

**PRESS RELEASE****The Indus Waters Western Rivers Arbitration
(Islamic Republic of Pakistan v. Republic of India)**

THE HAGUE, 31 AUGUST 2026

The Court of Arbitration Issues Award on the Status of the Indus Waters Treaty and Order on Interim Measures concerning the Ratle Hydro-Electric Plant

On 31 August 2026, the Court of Arbitration rendered: (i) an Award on the Status of the Indus Waters Treaty in Respect of India's Decision on Abeyance ("**Award on Treaty Status**"); and (ii) an Order on the Interim Measures Application of Pakistan dated 4 March 2026 ("**Order on Interim Measures**"), in the Indus Waters Western Rivers Arbitration initiated by the Islamic Republic of Pakistan ("**Pakistan**") against the Republic of India ("**India**") pursuant to Article IX and Annexure G of the Indus Waters Treaty.

In these proceedings, Pakistan requests the Court of Arbitration to address the design of certain components of the run-of-river hydro-electric projects that India is permitted by the Indus Waters Treaty to construct on the Indus, Jhelum, and Chenab Rivers and their tributaries ("**Western Rivers**"), before those rivers flow into Pakistan. The proceedings concern the interpretation and application of the Indus Waters Treaty as a general matter, as well as in the context of two specific Indian projects: the Kishenganga Hydro-Electric Plant ("**KHEP**") and the Ratle Hydro-Electric Plant ("**RHEP**"). The KHEP and RHEP projects are also the subject of proceedings before a Neutral Expert, a highly qualified engineer appointed by the World Bank.

In the Award on Treaty Status, the Court considered the present status of the Indus Waters Treaty, in light of India's decision in April 2025 to hold the Treaty "in abeyance" following an attack in India-administered Jammu and Kashmir. The Court considered the meaning of India's decision, finding that it could only be a claim that the Indus Waters Treaty is either suspended or terminated. The Court examined the potential grounds upon which India could suspend or terminate the Treaty, including the grounds cited by India in its public statements. In a unanimous decision, the Court found that none of these grounds could justify suspension or termination of the Treaty. Accordingly, the Indus Waters Treaty remains fully in force, and India must observe its obligations under the Treaty, including those relating to the design and operation of its hydro-electric projects on the Western Rivers.

In the Order on Interim Measures, the Court considered a request from Pakistan for the imposition of measures limiting construction works at the RHEP pending the Neutral Expert's decision on whether the RHEP design complies with the Treaty. In a unanimous decision, the Court decided to impose measures prohibiting India from concreting the RHEP dam wall and power intake structure above certain levels until 90 days after the Neutral Expert's final decision, which is expected in July 2027. The Court also imposed a reporting measure relating to the RHEP Construction Schedule until shortly after the Neutral Expert's final decision. The Court declined to grant two other measures requested by Pakistan.

An expanded summary of the Court's decisions is set out below. The Court's decisions will be published on the website of the PCA after completing a process with the Parties to identify confidential information for redaction.

The Court of Arbitration is chaired by Professor Sean D. Murphy of the United States. The other members are Professor Wouter Buytaert of Belgium, Professor Jeffrey P. Minear of the United States, Judge Awn Shawkat Al-Khasawneh of Jordan, and Dr. Donald Blackmore of Australia.

Pursuant to a decision by the Court of Arbitration, the PCA acts as the secretariat for the proceedings.

Background on the Permanent Court of Arbitration

The **Permanent Court of Arbitration** is an intergovernmental organization established by the 1899 Hague Convention on the Pacific Settlement of International Disputes. The PCA has 129 Contracting Parties. Headquartered at the Peace Palace in The Hague, the Netherlands, the PCA facilitates arbitration, conciliation, fact-finding, and other dispute resolution proceedings among various combinations of States, State entities, intergovernmental organizations, and private parties. The PCA's International Bureau is currently administering five inter-state arbitrations, one inter-state conciliation, one other inter-state proceeding, 90 arbitrations arising under bilateral or multilateral investment treaties or national investment laws, 103 arbitrations arising under contracts involving a State or other public entity, and 10 other proceedings. More information about the PCA can be found at www.pca-cpa.org.



Photograph: Hearing in Session, April 2026, Peace Palace, The Hague. Lead Counsel for Pakistan, Sir Daniel Bethlehem addressing the members of the Court of Arbitration.

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SUMMARY OF THE COURT’S DECISIONS
IN ITS AWARD ON THE STATUS OF THE INDUS WATERS TREATY AND
IN ITS ORDER ON INTERIM MEASURES IN RESPECT OF THE RATLE HYDRO-ELECTRIC PLANT

Background of these Proceedings

Pakistan initiated these arbitration proceedings in August 2016 under Article IX and Annexure G to the Indus Waters Treaty. In October 2016, India requested the appointment of a neutral expert under Article IX and Annexure F to the Treaty (“**Neutral Expert**”) to address questions specific to the KHEP and the RHEP that are essentially identical to some of the questions presented in these proceedings.

In December 2016, the World Bank decided to “pause” the process of appointing the Chairman of the Court of Arbitration and the Neutral Expert. This pause was lifted in 2022, following which the Court of Arbitration was empaneled and the Neutral Expert was appointed.

On 6 July 2023, the Court issued its [Award on the Competence of the Court](#) (“**Award on Competence**”), in which it considered but rejected India’s objections to the Court’s competence. In [Procedural Order No. 6](#), issued the same day, the Court decided to proceed in a phased manner, and to consider first the issues of general interpretation of the Treaty (which were not before the Neutral Expert). To that end, the Court has issued an [Award on Issues of General Interpretation of the Indus Waters Treaty](#) (on 8 August 2025), a [Decision on Pakistan’s Request for Clarification of the Award on Issues of General Interpretation](#) (on 8 November 2025), and an [Award Concerning Maximum Pondage Supplemental to the Award on Issues of General Interpretation of the Indus Waters Treaty](#) (on 15 May 2026). Press releases summarizing each of these earlier decisions can be found on the [website of the Permanent Court of Arbitration](#).

The [proceedings before the Neutral Expert](#) in relation to the application of the Treaty to the KHEP and the RHEP are ongoing; the latest [Work Programme](#) issued by the Neutral Expert envisages circulation of his final decision to the Parties around 16 July 2027.

Award on Treaty Status

On 23 April 2025, following an attack by armed individuals in India-administered Jammu and Kashmir, India issued a statement indicating that “[t]he Indus Waters Treaty of 1960 will be held in abeyance with immediate effect, until Pakistan credibly and irrevocably abjures its support for cross-border terrorism”. India has communicated the same decision in written correspondence to Pakistan and in other public statements.

Shortly after this decision was taken, the Court considered its effect on the Court’s *competence* in a [Supplemental Award on Competence](#) dated 27 June 2025. In that Award, the Court found that its competence cannot be affected by the unilateral actions of a Party after the start of the arbitral proceedings and therefore that India’s decision on the “abeyance” of the Treaty cannot limit the competence of the Court over this dispute. However, the Court did not go further in determining whether the Indus Waters Treaty remained in force.

On 4 March 2026, Pakistan applied to the Court to determine the present status of the Treaty in light of India’s decision on “abeyance”. Pakistan submitted that the issue was central to the resolution of the merits of the dispute, as well as the remedies sought by Pakistan, insofar as the Court cannot order India to comply with the Treaty if the Treaty is no longer in force between the two States.

Upon receiving Pakistan's application, the Court invited India to indicate whether it intended to participate in this phase of the proceedings. Receiving no response from India, the Court directed Pakistan to file a written memorial further detailing its application and held a hearing at the Peace Palace in The Hague from 26 to 28 April 2026 (together with the hearing on Pakistan's request for interim measures).

While India did not participate by making written or oral submissions in response to Pakistan's application, the Court sought, in keeping with established practice in public international law proceedings, to take into account India's positions on the matters before the Court to the extent they could be discerned from India's statements and conduct outside of these proceedings (including Indian government communications to Pakistan and to the Neutral Expert, and public statements made by Indian officials).

In today's Award on Treaty Status, the Court first considered whether it was competent to address the issue of the Treaty's current status. The Court noted that international courts and tribunals regularly reach determinations on incidental matters that are necessary for resolving the disputes before them. In this case, the Court found that the question of whether the Indus Waters Treaty is presently in force is a necessary element to deciding on Pakistan's interim measures application (addressed in the Order on Interim Measures) and on the remedies Pakistan had requested as part of its main claims.

On the substance of the application, the Court first examined the meaning of "abeyance". The Court found that the meaning of the term is ambiguous in India's public statements, though such statements mostly reflect a belief that the Treaty is suspended. Further, the term "abeyance" is not used in the Treaty and has no technical meaning in international law (where the relevant terms used in relation to the status of a treaty instead are "suspension" or "termination"). The Court also considered the use of the term in national law, including Indian law, noting that it is typically used to refer to suspension. The Court concluded that it would proceed on the basis that India may be claiming that the Treaty is either suspended or terminated.

On that basis, the Court examined whether India could terminate or suspend the operation of the Treaty, including on the grounds referred to by India in its public statements:

- (a) ***Suspension / Termination under the Terms of the Treaty:*** The Court first examined the terms of the Indus Waters Treaty itself. The Court noted that the Treaty does not provide for one party to terminate or suspend the operation of the Treaty, or for "abeyance". Instead, the Treaty provides that it will remain in force unless modified or terminated by India and Pakistan acting together through adoption of a further treaty.
- (b) ***Suspension / Termination under the Law of Treaties:*** The Court then examined the possible grounds *outside* of the Indus Waters Treaty upon which India might be entitled to terminate or suspend the operation of the Treaty (that is, under customary international law rules).

The Court noted that India had repeatedly asserted that its decision on "abeyance" was justified based on its "sovereignty". The Court found, however, that there is no rule allowing a State to unilaterally terminate or suspend the operation of a treaty based on its "sovereignty"; rather, all States, including India, are bound to their treaties and must perform them, based on the fundamental principle of "*pacta sunt servanda*" (agreements must be kept).

The Court observed that there were only a few, highly restricted grounds upon which a State could unilaterally terminate or suspend the operation of a treaty under the law of treaties. The Court identified that three of these grounds might be regarded by India as justifying its decision on "abeyance":

- (i) *Material Breach of the Treaty*: The Court recalled that under customary international law, only a *material* breach of a treaty by a party (that party's denouncement of the treaty or its violation of a provision essential to the object and purpose of the treaty) could justify suspension or termination of the same treaty by the other party. The Court then examined three circumstances that India has invoked in its public statements as breaches of the Treaty by Pakistan:
- i. Unwillingness to Enter into Negotiations to Modify the Treaty: The Court first considered India's claim that Pakistan had violated the "cooperative spirit" of the Treaty by failing to enter into negotiations to modify the Treaty. The Court found that no provision of the Treaty obliged Pakistan to enter into such negotiations, therefore this cannot be a material breach of the Treaty. In any case, after examining the correspondence between the two governments, the Court found that Pakistan had been willing to discuss with India the issue of Treaty modifications.
 - ii. "Legal Roadblocks": The Court then considered India's claim that Pakistan had interfered with India's rights under the Treaty by objecting to proposed projects in the Indus Waters Commission and by starting dispute settlement procedures. The Court recalled that the Treaty did not accord either Party absolute rights, but rather delimited rights and obligations within a framework of cooperation (including express mechanisms for Pakistani objections and for settlement of disputes between the Parties). While India had not expressly raised any issue concerning an abuse of process through the channels provided for by the Treaty, the Court nevertheless examined the record of the Commission and concluded that there was no basis to find that Pakistan had breached the Treaty by raising objections or pursuing dispute settlement.
 - iii. Terrorist Acts: The Court then considered India's allegation that Pakistan's sponsorship of cross-border terrorism had impeded its utilization of rights under the Treaty. The Court noted that it took this allegation extremely seriously. However, the Court found that even if India's allegation was assumed to be true, they would not establish a material breach *of the Treaty* by Pakistan. In particular, the Treaty does not address terrorism or the use of force and expressly indicates that it governs only the rights and obligations of the Parties with respect to the use of the waters of the Indus Rivers System. Further, the Court did not find evidence that the alleged terrorism had impeded India's ability to construct its HEPs on the Western Rivers and instead noted that India has built and is building many such HEPs, including in recent years.
- (ii) *Fundamental Change of Circumstances*: The Court then proceeded to examine whether a "fundamental change of circumstances" could justify India's termination or suspension of the Treaty. In its statements and correspondence, India had referred to: (1) demographic changes; (2) the need for clean energy in India; (3) changes in dam infrastructure technology; (4) escalating cross-border terrorist attacks; and (5) the effects of climate change.

However, in each instance, the Court found that the necessary conditions for invoking a "fundamental change of circumstances" under the law of treaties had not been met because: such change was foreseeable at the time the Treaty was signed; the circumstances were not an essential basis upon which India and Pakistan agreed to enter into the Treaty; or the

change of circumstances had not radically transformed the extent of India's obligations under the Treaty.

- (iii) *Effect of Armed Conflict:* The Court then considered whether the existence of an international armed conflict between India and Pakistan could justify the suspension or termination of the Treaty. The Court concluded that such a conflict did not exist at the present time; and that, in any event, the Treaty was of a type that would remain operational during such a conflict. The Court noted that the Treaty had remained in force through multiple armed conflicts since 1960.
- (c) ***Suspension / Termination as a Countermeasure:*** Having found no basis under the law of treaties for the suspension or termination of the Treaty, the Court considered the possibility that India's conduct was justified as a "countermeasure" against an antecedent violation of international law by Pakistan. However, the Court found that the requirements for a lawful countermeasure had not been met. In particular, the Court found that a termination or suspension of the operation of the Treaty would affect India's obligations to protect fundamental human rights, would not permit the resumption of India's obligations under the Treaty, and would preclude the operation of dispute settlement provisions under the Treaty.

In light of the above, the Court concluded that India's decision on "abeyance" of the Treaty was not permissible under the Treaty or other applicable rules of international law.

Accordingly, the Court found that the Treaty has not been terminated or its operation suspended and rather remains fully in force. India remains bound by and must observe its obligations under the Treaty, including those relating to the design and operation of hydro-electric projects on the Western Rivers and associated dispute settlement.

Order on Interim Measures

On 4 March 2026, Pakistan made a request for the Court to issue interim measures in respect of the construction of the Ratle Hydro-Electric Plant (the RHEP). The measures requested by Pakistan concern construction of the RHEP pending the Neutral Expert's decision on whether its design is Treaty-compliant (which is expected in July 2027).

Upon receiving Pakistan's request, the Court invited India to indicate whether it intended to participate in this phase of the proceedings. Receiving no response from India, the Court directed Pakistan to file a written memorial detailing its request and held a hearing at the Peace Palace in The Hague from 26 to 28 April 2026.

While India did not participate by making written or oral submissions in response to Pakistan's request, the Court sought, in keeping with established practice in public international law proceedings, to take into account India's position on the matters before the Court to the extent they could be discerned from India's statements and conduct outside of these proceedings (including Indian government communications to Pakistan and to the Neutral Expert, and public statements made by Indian officials).

In today's Order on Interim Measures, after considering the Parties' positions and the applicable legal standards under the Treaty, the Court unanimously decided to grant three of the measures requested by Pakistan (Measures A, B and C), subject to modifications made by the Court, and declined to grant two of the measures requested (Measures D and E):

- (a) ***Power of the Court to Grant Interim Measures:*** The Court first considered its power to grant interim measures, concluding that Paragraph 28 of Annexure G to the Treaty and Article 17 of

the Supplemental Rules of Procedure give it the power to grant such measures, including measures different from those requested by a Party. In the present circumstances, this power extends to measures protective of the Neutral Expert proceedings.

- (b) ***Applicable Threshold Requirements:*** The Court then considered the requirements for granting interim measures under Paragraph 28 of Annexure G. The Court found that there were five threshold requirements. Four of these requirements could be assessed collectively for the measures requested by Pakistan:
- (i) ***Timing of the Request:*** The Court found that a reference in Paragraph 28 to the “first meeting” of the Court is not a bar to the Court’s power to consider and to grant interim measures requested *after* the first meeting (including those in Pakistan’s request).
 - (ii) ***An Adequate Hearing on the Request:*** The Court found that Paragraph 28 requires the Court to afford an “adequate hearing” to the Parties before granting interim measures. In circumstances where Pakistan actively participated, and where India received notice and had an opportunity to present written and oral submissions but declined to do so, the Court found that this requirement was satisfied.
 - (iii) ***Prima Facie Jurisdiction:*** The Court also found that, under Paragraph 28, it must satisfy itself that it at least appears to have jurisdiction over the underlying dispute between the Parties. In the present case, the Court in its prior Awards on competence has already found that it has jurisdiction, and so this requirement was satisfied.
 - (iv) ***Plausibility of Rights Asserted:*** The Court found that Pakistan also needed to demonstrate that the rights it asserts (in its main claims) are at least “plausible” (that is, that the rights may exist under the Treaty, and in light of the facts alleged, the rights may later be found to have been violated). The Court then considered each of the rights alleged by Pakistan with respect to the disputed components of the RHEP design (the orifice spillway, power intake, freeboard, and operating pool) and found that these rights were at least “plausible” under the Treaty.
- (c) ***Necessity of Specific Interim Measures:*** The Court then individually assessed each measure requested by Pakistan against the fifth and final requirement under the Treaty – that is, whether the measure is *necessary* to safeguard Pakistan’s interests with respect to the matter in dispute, to avoid prejudice to the final resolution of the dispute, and/or to avoid aggravation or extension of the dispute. The Court found that three of the requested measures met this requirement:
- (i) **Measure A:** Measure A prohibits India from concreting the RHEP dam wall above a certain level pending the Neutral Expert’s decision on the RHEP design’s compliance with the Treaty. The Court concluded that such a measure is necessary to avoid prejudice to the final resolution of the dispute, noting that: (i) the latest RHEP Construction Schedule envisages the completion of significant concreting works (including of disputed components) before the Neutral Expert is expected to issue his decision; and (ii) if the design is found to be non-compliant, any necessary modification (including destruction and removal of reinforced concrete) is likely to be extraordinarily difficult and costly. In its order, the Court clarified the level above which concreting is prohibited.
 - (ii) **Measure B:** Measure B prohibits India from concreting the RHEP power intake structure (in the valley wall adjacent to the dam reservoir) above a certain level pending the Neutral Expert’s decision. For the same reasons as with respect to Measure A, the Court found that such a measure was necessary and clarified the terms of the measure to be imposed.

- (iii) **Measure C:** Measure C requires India to notify the Court, the Neutral Expert, and Pakistan of any changes to the RHEP Construction Schedule. The Court concluded that such a reporting measure is necessary to avoid prejudice to the final resolution of the dispute, given that: (i) the time frame for the construction of the RHEP underpins Measures A and B and may be relevant to the Neutral Expert as he completes his work; (ii) India has ceased to provide this information voluntarily; and (iii) transparency as to what is happening “on the ground” is essential to ensure the interests and processes at stake are being protected.

However, the Court found that two of the measures requested by Pakistan did not meet this requirement and therefore were not granted:

- (iv) **Measure D:** Measure D requested by Pakistan would have affirmed that India’s construction of the RHEP is at its “own risk” (that is, if components of its design are found to be non-compliant with the Treaty, India bears the risk of having to discontinue, modify, or dismantle them). The Court found that while the “own risk principle” applies generally as a matter of international law, an interim measure expressly affirming the principle was not necessary.
- (v) **Measure E:** Measure E requested by Pakistan would have required India to return to full compliance with the Treaty pending the Court’s decision on Pakistan’s application relating to the status of the Treaty. Given that Pakistan’s application is addressed in the Treaty Status Award (issued simultaneously with the Order), the Court found that the measure was not necessary.

Measures A and B ordered by the Court apply until 90 days after the Neutral Expert renders his final decision on the question of whether the design of the RHEP conforms with the Treaty. Measure C applies until such time as the Neutral Expert renders his final decision. The measures can be revised or supplemented by the Court at any time in light of the relevant circumstances.

Redactions in the Award on Treaty Status and the Order on Interim Measures

The Award on Treaty Status and the Order on Interim Measures will be published with redactions after the Court has sought the Parties’ views on the material to be redacted. These redactions relate to certain documents originating from the Neutral Expert proceedings that have been introduced in the Court’s proceedings subject to confidentiality restrictions.¹

These redactions may be revisited by the Court in due course.

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¹ See, paragraphs 143 to 145 of the Award on Treaty Status, and paragraphs 111 to 113 of the Order on Interim Measures. *See further*, the Court’s [Procedural Order No. 22](#); [Letter from the Neutral Expert to the Parties](#) dated 10 April 2026; the Court’s [Procedural Order No. 20](#).