

12.45 hrs.

PAPERS LAID ON THE TABLE

SOLVENT-EXTRACTED OIL, DE-OILED MEAL AND EDIBLE FLOUR (CONTROL) (SECOND AMENDMENT) ORDER, 1978

THE MINISTER OF STATE IN THE MINISTRY OF COMMERCE AND CIVIL SUPPLIES AND COOPERATION (SHRI KRISHNA KUMAR GOYAL) : I beg to lay on the Table:—

(1) A copy of the Solvent-Extracted Oil, De-Oiled Meal and Edible Flour (Control) (Second Amendment) Order, 1978 (Hindi and English versions) published in Notification No. G.S.R. 209(E) in a Gazette of India dated the 31st March, 1978, under sub-section (6) of section 3 of the Essential Commodities Act, 1955. [Placed in Library. See No. LT—2090/78.]

(2) A copy of Notification No. G.S.R. 195(E) (Hindi and English versions) published in Gazette of India dated the 28th March, 1978, issued under clause (2) of the Solvent-Extracted Oil, De-Oiled Meal and Edible Flour (Control) Order, 1967. [Placed in Library. See No. LT—2091/78.]

SHRI VINODBHAI B. SHETH : (Jamnagar): The policy of the Government in regard to export of de-oiled cakes is strange. When there is a surplus of 10 lakh tonnes of de-oiled cakes and there is a potential surplus...

MR. SPEAKER : You cannot make a speech. What is your objection to laying it on the Table ?

SHRI VINODBHAI B. SHETH : You should reconsider the entire policy in this regard.

Notifications under Customs Act, under Central Excise Rules and Amendment to Reserve Bank of India Employees' Provident Fund Regulations.

THE MINISTER OF STATE IN THE MINISTRY OF FINANCE (SHRI ZULFIQUARULLAH) : I beg to lay on the Table :—

(1) A copy each of the following Notifications (Hindi and English versions) under section 159 of the Customs Act, 1962:—

(i) G.S.R. 213 (E) published in Gazette of India dated the 31st March, 1978 together with an explanatory memorandum.

(ii) G. S. R. 214(E) and 215(E) published in Gazette of India dated the 31st March, 1978 together with an explanatory memorandum.

(iii) G. S. R. 218 (E) and 219(E) published in Gazette of India dated the 1st April, 1978 together with an explanatory memorandum.

(iv) G. S. R. 221(E) and 222(E) published in Gazette of India dated the 1st April, 1978, together with an explanatory memorandum.

[Placed in Library. See No. LT—2092/78.]

(2) A copy each of the following Notifications (Hindi and English versions) issued under the Central Excise Rules, 1944:—

(i) G. S. R. 202(E) published in Gazette of India dated the 30th March, 1978 together with an explanatory memorandum.

(ii) G. S. R. 210(E) published in Gazette of India dated the 31st March, 1978 together with an explanatory memorandum.

[Placed in Library. See No. LT—2093/78.]

(3) A copy of amendment (Hindi and English versions) adding new regulation 5B to the Reserve Bank of India Employees' Provident Fund Regulations, under sub-section (4) of section 58 of the Reserve Bank of India Act, 1934. [Placed in Library See No. LT—2094/78.]

12.49 hrs

STATEMENT re. AGREEMENT BETWEEN INDIA AND PAKISTAN REGARDING DESIGN OF SALAL HYDRO-ELECTRIC PLANT ON RIVER CHANAB MAIN.

THE MINISTER OF EXTERNAL AFFAIRS (SHRI ATAL BIHARI VAJPAYEE) : The House will recall that the Indus Water Treaty 1960 provided for exclusive use of the three eastern rivers (Sutlej, Ravi and Beas) to India while Pakistan was allowed the exclusive use of the waters of the three western rivers (Chenab, Jhelum and Indus). Exclusive use meant that except for some limited uses for domestic and agricultural purposes, the waters of the Western rivers could not be removed except for non-consumptive purposes such as the generation of hydro-electric power. However, under the Treaty, Pakistan, as a lower

[Shri Atal Bihari Vajpayee]

riparian, was entitled to study the design and raise objections on the ground that the design, did not, in their opinion, conform to the criteria laid down in the Treaty. The Salal Hydro-electric Project on the Chenab in the State of Jammu and Kashmir was planned by the Central Water and Power Commission which, when completed, will generate 345 megawatts of power and provide significant increase in the availability of power for the State of Jammu and Kashmir and other States of the Northern Region. The designs were first sent to the Pakistan Commissioner for Indus Waters in 1970. Pakistan raised various objections to the design and urged in brief that the design was not in accordance with the provisions of the Treaty. It was also suggested that it would give India the capacity to manipulate the flows of the river which may cause harm to Pakistan. As a consequence, discussions had been going in the Permanent Indus Commission since 1973 and were continued at the Foreign Secretary's level since 1975.

These discussions did not resolve the differences, and as a result, at one stage, it was being discussed that the question might be referred, under the provisions of the Treaty, to a neutral expert. However following the agreement for the restoration of diplomatic relations and the other severed links and in keeping with the understanding reached in the Simla Agreement of 1972 we took the initiative to invite Pakistan to resume bilateral negotiations to resolve this problem. Pakistan agreed to the suggestion and two rounds of discussions were held at the Foreign Secretaries level in October 1976 at New Delhi and Islamabad. These negotiations succeeded in narrowing the differences and a broad understanding was reached on the points at issue pertaining to the design. However, no agreement could be finalised.

When I went to Islamabad in February this year, the Pakistan Government indicated their willingness to resume the negotiations on the Salal plant. I am glad to report to the House that as a result of the present discussions it has been possible to reach and sign an agreement on the design of the Salal Electric Plant to-day. In terms of this Agreement the height of the spillway gates shall be 30 feet and all the sluices shall be closed within one year of the date of first filling of the reservoir up to the full pondage level or within three years of the date of the first filling of the reservoir up to the crest of the spillway, whichever

is earlier. Adequate provision has been made to meet any unforeseen emergency if the safety of the plant might be endangered. In essential respects, the specifications of the design are the same as were informally agreed in Islamabad in October, 1976.

Thus, an important and a most difficult problem which has been bedevilling relations between the two countries has been resolved to the satisfaction of the both the countries.

The discussions were held in an atmosphere of understanding and cordiality which reflected a desire to foster friendly and good-neighbourly relations on the basis of sovereign equality and mutual benefit in order to usher in an era of cooperation and confidence between the two countries.

The Agreement once again demonstrates that the Janata Government respects inherited obligations and seeks to build with greater vigour cooperative relations with our immediate neighbours. We hope this Agreement will be a significant step to consolidate and to reinforce these policies and to make our subcontinent an area of stability and thus enable the nations of the region to optimise their natural resources and spur their development and promote the well-being of the peoples in the countries of the region.

Sir, I beg the leave of the House to lay on the Table a copy of the Agreement between India and Pakistan regarding the design of the Salal Hydro-electric Plant on the river Chenab Main.

Text of Agreement

The Government of the Republic of India and the Government of the Islamic Republic of Pakistan,

Being desirous of promoting and strengthening friendly relations between them on the basis of sovereignty, equality and mutual benefit,

Taking into consideration the provisions of the Indus Water Treaty, 1960, to which both the Governments are parties,

Having discussed the differences that had arisen between the two Governments regarding the design of the Salal Hydro-electric Plant on Chenab Main, and

Without prejudice to the provisions of the Indus Waters Treaty, 1960 (hereinafter referred to as the Treaty) or to the rights and obligations of the parties thereunder,

Have agreed as follows :

ARTICLE 1

The salient features of the Salal Hydro-electric Plant shall conform to the following :

- (i) Location At Salal,
Longitude: 74° 50' East
Latitude: 33° 08' North
- (ii) Full Pondage Level Not higher than I L 1600 feet
- (iii) Dead Storage Level Same as the Full Pondage Level
- (iv) Operating Pool Nil
- (v) Dead Storage Capacity Not exceeding 230,303 acre feet
- (vi) Immovable Crest Level of the Spillway Not more than 30 feet below the Full Pondage Level
- (vii) Spillway Gates 12 numbers, 50 feet wide and 30 feet high.
The design shall provide for water to spill over the top of the spillway gates if the gates are not opened in time.
- (viii) Level of Power Intakes The centreline of the penstocks at the intake to be not lower than 27.5 feet below the Full Pondage Level.
- (ix) Outlet Works Six numbers with sill level not below EL 1365 feet. These shall be permanently closed with concrete plugs within one year of the date of the first filling of the reservoir upto the Full Pondage Level or within three years of the date of the first filling of the reservoir upto the crest of the spillway, whichever is earlier.

The Dead Storage shall not be depleted except in an unforeseen emergency endangering the safety of the earth or the concrete dams. In that event, India shall give immediate information to the Government of Pakistan of the nature of the emergency and may simultaneously undertake such action as may be necessary.

In case the removal of concrete plugs becomes necessary, India shall hold immediate consultation with the representatives of the Pakistan Government including site inspection of the Plant.

ARTICLE 2

India shall not make any further alterations in the features of the design of the Plant specified in Article 1 above except by mutual agreement.

ARTICLE 3

Any question which arises between the Parties concerning the interpretations or application of this Agreement or the existence of any act which, if established, might constitute a breach of this Agreement shall be dealt with under the provisions of Article IX of the Treaty.

ARTICLE 4

Matters not expressly provided for in this Agreement shall be governed by the provisions of the Treaty.

ARTICLE 5

The terms used in this Agreement shall have the same meanings as in the Treaty.

ARTICLE 6

This Agreement shall come into force upon signature.

Done in duplicate in the Hindi, Urdu and English languages at New Delhi, on this Fourteenth day of April, 1978. All the texts will be equally authentic; however in case of doubt, the English text shall prevail.

Sd/-

(A.B. VAJPAYEE)

Minister of External Affairs,
for The Government of the Republic of India.

MR. SPEAKER : Mr. Minister, you should have given a copy of the Statement to me. This is imperative.

SHRI ATAL BIHARI VAJPAYEE : I am sorry. I apologise.

MR. SPEAKER : You see that such things do not happen in future.

SHRI ATAL BIHARI VAJPAYEE : Certainly.

DR. KARAN SINGH (Udhampur) : Sir, may I seek one clarification? Salal happens to be a project of national importance. It also happens to be in my parliamentary constituency. The hon. Foreign Minister has not clarified what the implications of this are going to be with regard to the quantum of electricity that is to be generated, the cost of the project and the time schedule of its completion. He has only said that it has been agreed that it will be 30 feet. What does that mean in actual terms for the project? The hon. Minister should clearly spell that out before the House. Otherwise, we are not aware at all as to what the implications of the Agreement for the project are. Already work has been going on for the last nine years on this project. What will be the effect of and how much electricity will be reduced as a result of this Agreement? Will the cost be extended or not? Will he clarify?

SHRI ATAL BIHARI VAJPAYEE : Sir, I have laid the copy of the Agreement on the Table. Let the hon. Member study the Agreement and if there are any issues which are to be settled within the country

Sd/-

(AGHA SHAHI)

Adviser on Foreign Affairs,
for the Government of the Islamic Republic of
Pakistan.

and with which Pakistan has nothing to do, they need not be raised at this point of time.

DR. KARAN SINGH : That is not the point. The point is whether, as a result of the Agreement, the amount of electricity has come down. This is a national problem and we must know what the implications are.

(Interruptions)

SHRI KANWARLAL GUPTA (Delhi-Sadar) : Sir, are you allowing a discussion on this?

MR. SPEAKER : We can have an opportunity to discuss it at a later stage.

SHRI MOHD. SHAFI QURESHI (Anantnag) : Sir, I am not asking a question. I am only conveying the congratulations of the people of Jammu and Kashmir.

MR. SPEAKER : That is allowed under rule.

PAPERS LAID ON THE TABLE— contd.

DETAILED DEMANDS FOR GRANTS OF
MINISTRY OF HOME AFFAIRS FOR 1978-79

THE MINISTER OF STATE IN THE
MINISTRY OF HOME AFFAIRS
(SHRI DHANIK LAL MANDAL) :
I beg to lay on the Table a copy of the
Detailed Demands for Grants (Hindi and
English versions) of the Ministry of
Home Affairs for 1978-79. [Placed in
Library. See No. LT-2094A/78].