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ORIGINAL DOCUMENTS IN SAFE

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Case No. 18

Date of filing: 2 Dec 86

\*\* AWARD - Type of Award \_\_\_\_\_  
- Date of Award \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* DECISION - Date of Decision \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* CONCURRING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* SEPARATE OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* DISSENTING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* OTHER; Nature of document: Correction to declaration  
of Mr Amali  
- Date 2 Dec 86  
2 pages in English \_\_\_\_\_ pages in Farsi

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IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحده	
ثبت شد - FILED		
Date	2 DEC 1986	تاریخ
	۱۳۶۵ / ۹ / ۱۱	
No.	18	شماره

IN HIS EXALTED NAME

CASE NO. 18

CHAMBER ONE

AWARD NO. 260-18-1

PEPSICO, INC.

Claimant,

and

THE GOVERNMENT OF THE ISLAMIC  
REPUBLIC OF IRAN,  
FOUNDATION FOR THE OPPRESSED,  
ZAMZAM BOTTLING COMPANY AZARBAIJAN,  
ZAMZAM BOTTLING COMPANY EAST TEHRAN,  
ZAMZAM BOTTLING COMPANY ESFAHAN,  
ZAMZAM BOTTLING COMPANY GORGAN,  
ZAMZAM BOTTLING COMPANY KERMAN,  
ZAMZAM BOTTLING COMPANY KERMANSHAH,  
ZAMZAM BOTTLING COMPANY KHUZESTAN,  
ZAMZAM BOTTLING COMPANY MASHHAD,  
ZAMZAM BOTTLING COMPANY RASHT,  
ZAMZAM BOTTLING COMPANY SHIRAZ,  
ZAMZAM BOTTLING COMPANY TEHRAN,

Respondents.



CORRECTION TO DECLARATION  
OF JUDGE AMELI

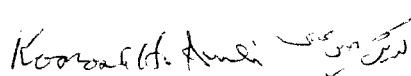
The following correction should be made in the English version of my Declaration in this Case, dated 27 October 1986:

Page 6, line 16 of first paragraph, the reference to "Article 34" should read "Article 35".

A copy of the corrected page is attached.

Dated, The Hague

11 Azar 1365/2 December 1986



Koorosh-Hossein Ameli

the payment of, and paying, claims against Iran in accordance with the Claims Settlement [Declaration]," does not mandate the Tribunal to indicate in its award from which sources the award must be paid. Neither of the parties must be directed or limited to the use of the funds in the Security Account. They are free to use any other sources as well as to set off the award to the settlement of any other claim or for any other purpose. Even the Technical Agreement of 17 August 1981, concluded among the Escrow Agent, Bank Markazi Iran, Federal Reserve Bank and N.V. Settlement Bank, does not help.

Clause 1(c) of the Technical Agreement states that "funds in [the Security Account] are to be used in accordance with the Declaration of the Government of the Democratic and Popular Republic of Algeria of January 19, 1981." And its Clause 1(e)(i) without requiring the Tribunal to do anything indicates certain functions for the Escrow Agent in the event it receives "from the President of the Tribunal a notification that the Tribunal has rendered" an award in favour of a United States claimant. In fact the Technical Agreement could not impose an obligation or even a right on a third party, such as the Tribunal. It is a principle of both international and municipal law that pacta tertiis nec nocent nec prosunt and obligatio tertio non contrahitur. This has also been recognized by the Vienna Convention on the Law of Treaties, Article 35 stating as follows:

An obligation arises for a third State from a provision of a treaty if the parties to the treaty intend the provision to be the means of establishing the obligation and the third State expressly accepts that obligation in writing.

It is axiomatic that even if the Technical Agreement had been concluded by the Governments of the Islamic Republic and the United States and had required or