

593

CASE NO. B1 (Claim 5)

FULL TRIBUNAL

AWARD NO. 370-B1- FT

THE ISLAMIC REPUBLIC OF IRAN,
Claimant,

and

THE UNITED STATES OF AMERICA,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعاری ایران - ایالات متحدہ
ثبت شد - FILED	
Date	16 JUN 1988 1367 / 2 / 26
No.	B1
	تاریخ
	شماره

PARTIAL AWARD

Appearances

For the Claimant:

Mr. Mohammad K. Eshragh,
Agent of the Government of the
Islamic Republic of Iran,
Dr. Ali Akbar Riazi, and
Mr. Hassan Gholami,
Legal Advisers to the Agent,
Prof. Dr. Norbert Horn,
Legal Adviser to the Islamic
Republic of Iran.
Colonel Mahmud Gerami,
Head of Delegation, Ministry
of Defence,
Dr. Seyed Mohammad Alavi Meibodi,
Legal Adviser of the Ministry
of Defence,
Mr. Mohammad Bahrami,
Expert Witness,

Mr. Dabir Daryabeigi Balvardi,
Legal Adviser to PANHA,
Mr. Mohammad Reza Farahmandian,
Representative of PANHA,
Mr. Javad Pouran,
Helicopter Engine Expert,
Mr. Roozbeh H. Daryani,
Helicopter Engine Expert,
Lieutenant Colonel Yadollah
Miraftab,
Witness.

For the Respondent:

Mr. Timothy E. Ramish,
Agent of the United States of
America,
Mr. Michael F. Raboin,
Deputy Agent of the United
States of America,
Ms. Sally Cummins, and
Ms. Wayne Teel,
Attorney-Advisers Department
of State,
Major General Ellis Williamson,
United States Army (retired),
Colonel Nicholas Doiron,
United States Army (retired),
Mr. Charles Crawford,
Technical Director AVSCOM,
Major General Richard Stephenson,
Commander AVSCOM,
Mr. Jeffrey Kovar,
Attorney Adviser, Department
of State,
Ms. Diana Blundell,
Attorney-Adviser, Department
of Defence,
Ms. Susan Ludlow-MacMurray,
Attorney-Adviser, Department
of Defence,
Mr. Donald Platt, Director
International Logistics
AVSCOM,
Mr. William Masters, Director of
Engineering AVSCOM,
Captain Robert Birmingham,
Aide-de-Camp to Major General
Stephenson.

1. This Claim is one of several claims by Iran against the United States in Case No. B1 arising out of contracts between the two Governments forming part of the United States "Foreign Military Sales" (FMS) program. See Islamic Republic of Iran and United States of America, Interlocutory Award No. ITL 60-B1-FT (4 Apr. 1986) ("Interlocutory Award"). Under the Contracts in this part of Case No. B1, which has been designated as Claim 5, Iran purchased a total of 332 Model 214A Bell helicopters through the FMS program. Alleging that defects seriously affected the performance of the helicopters after their delivery to Iran, the Claimant requests the Tribunal to order the United States to pay compensation in the amount of U.S.\$241,205,410 plus interest. The United States denies any liability.

I. THE PROCEEDINGS

2. The Tribunal has given an outline of the general procedural history of Case No. B1 in the Interlocutory Award. See id. at paras. 1 et seq. With respect to Claim 5, following the Pre-hearing Conference held on 7 and 8 November 1983, the Tribunal, in an Order filed on 18 November 1983, scheduled a further round of pleadings by permitting the Claimant to comment on the Respondent's Rejoinder filed on 15 April 1983, and by permitting the Respondent to reply to these comments. In response to this Order the Claimant filed its "Helicopter Brief" on 23 May 1984. The Respondent submitted its comments on 13 November 1984.

3. In an Order filed on 6 March 1986 the Tribunal scheduled a Hearing in Claim 5 for 29 and 30 September 1986. In a further Order filed on 10 April 1986 the Tribunal requested the Parties to file copies of all additional written evidence on which they would seek to rely and granted them permission to file Hearing Memorials explaining

the evidence and summarizing the issues in this part of the Claim. The Respondent filed its "Hearing Memorial and Summary of Evidence" on 25 August 1986. On 29 August 1986 the Claimant submitted a "Hearing Brief and Additional Evidence".

4. Upon a Request filed by the Respondent to which the Claimant did not object, on 19 September 1986 the Tribunal postponed the Hearing scheduled for 29 and 30 September 1986 until further notice. In that Order the Tribunal also invited the Parties to submit evidence in rebuttal to evidence that was presented for the first time in the other Party's Hearing Memorial. The Respondent filed its "Rebuttal to Iran's Hearing Brief and Additional Evidence" on 31 October 1986. The Claimant presented its "Submissions in Rebuttal" on 27 January 1987.

5. As scheduled in Orders filed on 4 and 12 March 1987, a Hearing on Claim 5 of this Case was held on 5 and 6 October 1987 in the Peace Palace, The Hague.

II. FACTS AND CONTENTIONS

6. As part of its military aviation buildup program in the 1970's the Government of Iran desired to acquire "utility helicopters"; helicopters intended to be capable of performing a broad range of military activities in Iran's special geography and climate (high altitudes, extreme temperatures, dust). In August of 1972 a helicopter (Model 214A) developed by Bell Helicopter Textron ("Bell"), which the United States alleges was a prototype, was demonstrated in Iran. Iran decided to purchase this aircraft which was to have a Bell airframe, based on the fuselage of the UH-1 series then in use by the United States Army, and which was to be fitted with a Model LTC4B-8D engine similar to the

AVCO-Lycoming T55-L-7C engine with which the engineers of the United States Government had considerable experience.

7. The purchase was made through the United States FMS Program. As noted in the Interlocutory Award, FMS sales are based on the standard form "Letter of Offer and Acceptance" (LOA) issued by the relevant United States military agency. See Interlocutory Award at paras. 13 et seq. Iran and the United States concluded a series of LOAs under which the United States agreed to procure Bell helicopters for Iran. The United States purchased the helicopters from Bell under a separate contract. The LOAs specified the General Conditions and the particulars of the sales. Charges under each LOA were paid out of Iran's "FMS Trust Fund" established with the United States Government.

8. Iran purchased 287 Model 214A Bell helicopters for its Army Aviation Command under an LOA designated "DA Iran UUC" which was dated 2 November 1972 for an estimated price of U.S.\$407,274,475, and a corresponding FMS case was established ("FMS case UUC"). Under that LOA, Iran also agreed to purchase, among other equipment and services, 75 spare engines, other spare parts, and military qualification testing of the aircraft. The LOA incorporated by reference Bell's "detail specifications" for the Model 214A helicopter. The United States undertook in the LOA to test the helicopters before acceptance from Bell and delivery to Iran, pursuant to standard U.S. Army inspection procedures in order to ascertain that the aircraft and engines were manufactured in accordance with the production drawings and that they met the technical specifications.

9. In addition to the purchase contract, and prior to delivery of the helicopters, the Parties arranged in subsequent LOAs that the United States would provide Iran with back-up engineering and testing services for the

helicopters, including necessary modifications. Under LOA DA Iran VDR ("FMS case VDR"), signed on 9 June 1974, the United States agreed to supply Iran with engineering services to analyze problems, to design and test solutions, and to prepare engineering change proposals. This LOA had an estimated total cost of U.S.\$5,712,000. Furthermore, another contract, LOA DA Iran VGN ("FMS case VGN"), signed on 6 April 1975, specifically provided for climatic laboratory tests simulating extreme conditions in Iran. This extensive "lead-the-fleet" testing utilized two 214A helicopters specifically purchased by Iran for this purpose. This LOA had an estimated cost of U.S.\$3,461,591.

10. On 29 October 1975 the Parties agreed upon Amendment 1 to LOA DA Iran UUC. Its purpose was (i) to "add customer-requested engineering/specification changes," (ii) "to delete items no longer required or no longer applicable," and (iii) to adjust costs accordingly. The estimated total cost of FMS case UUC was thereby increased to U.S.\$415,465,750. The Parties further modified FMS case UUC in September 1976. The modified LOA states:

The 214A program is a concurrent design, qualification and production effort. As such, cost growth has been experienced due to engineering re-design, additional testing and qualification effort, delays in release of production engineering and tooling, non-availability of materiel, small quantity releases, incorporation of engineering changes, out of station installation of components and increased materiel costs since original case implementation in Nov. 1972.

This modification increased the estimated total cost of FMS case UUC to U.S.\$430,882,779.

11. In addition to the 287 helicopters purchased under FMS case UUC, Iran made two further purchases of the same

model in 1975 and 1976. Under LOA DA Iran VNT, dated 30 November 1975, Iran acquired 39 additional helicopters, together with 15 additional spare engines and other equipment and services for its Air Force at an estimated cost of U.S.\$81,396,045. Finally, under LOA DA Iran VUB, dated 28 November 1976, Iran purchased another six helicopters with similar equipment and services for its National Geographic Organization at an estimated price of U.S. \$12,339,411.

12. Actual delivery of the helicopters to Iran started in 1975 and was to be completed in 1977. After the helicopters were put into service, Iran reported compressor stalls which involve an interruption of power to the engine. In response to these reports, the United States examined the compressor stall problem and had Bell and Lycoming run tests to determine the cause of the stalls. As a result of the engineering studies, the United States recommended more stringent maintenance procedures, including more frequent cleaning of the engines. Iran, however, continued to report that compressor stalls occurred despite improved maintenance.

13. In the summer of 1978, a Performance Verification Program was carried out in Iran to determine the cause of these stalls. This program was also paid for by Iran under the engineering LOAs. Under the Performance Verification Program, twelve 214A helicopters were tested at various altitudes during 1126 flying hours. The testing revealed that at low power altitudes helicopters experienced compressor stalls with dirty engines, however, at high power altitudes, helicopters experienced stalls despite proper maintenance and flying techniques. For this reason, upon the advice of the United States, and pending further investigation, a flight limitation was imposed on all 214A helicopters in Iran providing that when flying higher than 10,000 feet density altitude the helicopters should be operated at a gas generator compressor speed not greater than 91% of capacity.

14. On 9 September 1978 the Parties agreed upon LOA IR-B-WEQ ("FMS case WEQ"), which envisaged a "Model 214 Helicopter Component Verification Testing and Production Improvement Program (PIP)," originally planned at an estimated total cost to Iran of U.S.\$24,665,925. At Iran's request, however, this program was limited to the investigation of the compressor stall problem, with a corresponding reduction in total costs to U.S.\$4,120,000. The United States alleges that later Iran failed to fund this LOA and that, accordingly, it was cancelled in late 1978.

15. The Claimant contends that it purchased the 214A helicopters because the model was recommended by United States military advisors in Iran. It further alleges that the compressor stall problem became apparent when the United States tested the helicopters under the engineering LOA in FMS case VGN, that such stalls occurred on numerous occasions in Iran despite correct maintenance, cleaning and operation procedures, and that they affected all helicopters. The Claimant maintains that these compressor stalls were not like the "usual" kind encountered in gas turbine engines, but rather, as allegedly confirmed at the time by the United States advisors, were due to a "fundamental flaw" in the design of the helicopters. It contends that the stalls caused several accidents leading to the loss of life and that it was therefore necessary to ground the fleet. The Claimant further alleges that, after the tests conducted through the Performance Verification Program in the summer of 1978, there was a common consensus that the stalls did not result from "conventional causes."

16. The Claimant alleges that international law is applicable to the contractual arrangements between the Parties. The Claimant relies on general principles of law and contends that certain provisions of the United States Uniform Commercial Code ("U.C.C.") are representative of such principles. The Claimant accordingly asserts that the

Respondent, by entering into the LOAs as a seller, gave three types of warranties under the LOAs: i) an express warranty by description of the goods and by affirmation of facts that the items would be produced in accordance with the specifications for the designated missions; ii) an implied warranty of merchantability; and iii) an implied warranty that the helicopters would be fit for a particular purpose. The Claimant also bases its Claim on the theory that the Respondent's liability arises from "latent defects" which appeared only after the helicopters were put into service in Iran. The Claimant argues that the Respondent is liable to pay compensation for the alleged diminished value of the helicopters because of its breach of one or all of these warranties.

17. With respect to damages, the Claimant asserts that the flight restrictions imposed on the helicopters preclude flight over waters and in mountainous areas of strategic importance in Iran and make impossible their use for a number of important military operations. It concludes that, considering the purpose of the purchase, the efficiency and performance capability of the helicopters have been reduced to one third because of the compressor stalls. The Claimant calculates its damages as follows:

Contract designation	Number of helicopters	Two-thirds of purchase price	Date from which interest should be paid
UUC	287	\$202,322,612	1 Oct. 1975
VNT	39	\$ 33,299,946	1 Mar. 1977
VUB	6	\$ 5,582,852	20 Aug. 1977
Total	332	\$241,205,410	Plus interest at a fair rate from the above dates ¹

¹ The Claimant explains that the date from which it requests interest "represents the average date from the inception to the finish of the period during which payments have been made according to each LOAs' Payment Schedule."

18. Although it contends that a number of helicopters crashed due to these design failures, the Claimant states that it is not, in these proceedings, pursuing any claim for consequential damages resulting from the alleged accidents due to compressor stalls.

19. The United States denies that its military advisors recommended the purchase of the 214A helicopters by Iran. It alleges that its personnel were under strict orders not to recommend specific aircraft to Iran and contends that the decision to buy the helicopters was made solely by the Government of Iran and indeed by the Shah himself, who made a test flight with the helicopter. It was only after Bell and Iran had developed the technical specifications and other terms of the sale that Iran requested to purchase the helicopters through the United States FMS program. The United States emphasizes that, by allowing Iran to purchase the 214A helicopters through the FMS program, it made a significant exception to its normal practice against permitting procurement of developmental items through the FMS program.

20. The United States maintains that the LOAs should be governed by United States federal procurement law, in particular the Foreign Military Sales Act (later, the Arms Export Control Act) as the LOAs all state that they were entered into "pursuant to" such Act. It denies that it extended to Iran any warranty on the helicopters other than the warranty of title. It contends that the LOAs specifically disclaim any further warranty. The United States argues that, pursuant to the LOAs, Iran's remedies for breach of a warranty other than warranty of title, would be limited to the rights set forth in the contract between the United States and Bell, and that the contract would not contain any warranty clauses or other special provisions unless such were requested and any resultant costs paid for

by Iran. The United States states that, in accordance with the General Conditions of the LOAs, as Iran made no such request, the contract between the United States and Bell contains only the "standard inspection clause" generally contained in procurement contracts when the United States makes purchases for use by its own military forces. That clause provides that upon inspection and acceptance of the goods by the United States no further claim may be brought against the manufacturer except for "latent defects, fraud, or such gross mistakes as amount to fraud." The United States further argues that Iran's actions at the time show Iran's understanding that it did not have the benefit of the relevant warranties. In particular, Iran repeatedly agreed to pay for services under the LOAs which would normally have been covered by the alleged warranties had there been any.

21. The United States argues further that, prior to the acceptance of the helicopters from Bell, it carried out its duty under the LOAs to test them for compliance with the specifications. During these tests, and the military qualification tests, the United States contends that not a single compressor stall occurred. The United States maintains that during the "lead-the-fleet" testing only one compressor stall occurred and that it was due to a maintenance error. Moreover, the United States claims that at the time the helicopters were delivered to Iran they fully complied with the specifications.

22. The United States further contends that compressor stalls are a common phenomenon with gas turbine engines which, if properly handled, are not necessarily dangerous. It denies that any 214A helicopter crashed in Iran as the result of a compressor stall. Moreover, it argues that Iran never grounded the 214A fleet. The United States also denies that the flight restriction rendered the helicopters unfit for use. It alleges that, until the cause of the compressor stalls is determined, it is impossible to establish liability and that, by failing to fund the LOA for the

planned Product Improvement Program, Iran made determination of the cause of the stalls impossible. The United States therefore denies any liability for defects in the 214A helicopters.

23. Finally, the United States contends that Iran has failed to produce evidence of actual damages, nor has it produced any evidence to support its calculation of the alleged diminished value of the helicopters. It also opposes the claim for interest.

III. REASONS

1. Jurisdiction

24. This Claim involves an official claim by one Government against the other within the meaning of Article II, paragraph 2, of the Claims Settlement Declaration. Under that provision, the Tribunal's jurisdiction over "official claims" is limited to those which arise out of contractual arrangements entered into between the Governments for the purchase and sale of goods and services. As noted above, the Claim at issue in this Case arises out of contractual arrangements concluded between the two Governments concerning the purchase and sale of helicopters, related equipment and services. The Tribunal, therefore, has jurisdiction over the Claim.

2. Merits

25. In deciding this Claim, the Tribunal must consider the initial question of whether the United States is liable for the alleged deficiencies of the helicopters on the basis of either (i) breach of warranty, (ii) breach of any other contractual obligation, or (iii) "latent defects" of the aircraft. For the reasons described below, the Tribunal

finds that the United States, whatever the applicable law, cannot be held liable on any of these three theories for the alleged deficiencies. Accordingly, the Tribunal need not reach the damage issues raised by the Claimant concerning the severity of the defects and their effect on performance of the helicopters.

a) Liability for Breach of Warranties

26. In examining whether there is a legal basis for holding the United States liable under any warranty, the Tribunal must start from the language of the LOAs. At the outset, it is important to note that the LOAs were made subject to the usual General Conditions under which the United States Government concluded FMS sales. The relevant provisions are in essence the same in all three FMS cases at issue.

27. The question of warranties is addressed both in General Conditions A2 and A3. According to General Condition A2, the United States Government

[a]dvises that when the Department of Defense procures for itself, its contracts include warranty clauses only on an exceptional basis. However, the Government of the United States shall, with respect to items being procured, and upon timely notice, attempt to obtain any particular or special contract provision and warranties desired by the Purchaser. The Government of the United States further agrees to exercise, upon the Purchaser's request, any rights (including those arising under any warranties) the Government of the United States may have under any contract connected with the procurement of any items. Any additional cost resulting from obtaining special contract provisions or warranties, or the exercise of rights under such provisions or warranties or any other rights that the United States Government may have under any contract connected with the procurement of items, shall be charged to the Purchaser. (Emphasis added.)

28. Furthermore, General Condition A3 provides, in pertinent part:

With respect to items being procured for sale to the Purchaser, the Government of the United States agrees to exercise warranties on behalf of the Purchaser pursuant to A2 above to assure replacement or correction of such items found to be defective. In addition, the Government of the United States warrants the title of all items sold to the Purchaser hereunder. The Government of the United States, however, makes no warranties other than those specifically set forth herein. In particular the Government of the United States disclaims any liability resulting from patent infringement occasioned by the use or manufacture by or for the Purchaser outside the United States of items supplied hereunder. (Emphasis added.)

29. The Tribunal notes that, under the provisions of the General Conditions quoted above, it is necessary to distinguish between warranties which the United States may have obtained for and/or could exercise on behalf of the Claimant against Bell or its subcontractor, and warranties under which the United States itself may be directly liable pursuant to the Contracts it entered into with the Claimant. The Claimant seeks to rely only on the latter kind of warranties. In fact, there is no evidence to support any finding that the United States, with or without a request by the Claimant, attempted to obtain or actually obtained any warranties from Bell within the meaning of General Condition A2. Accordingly, the Contract between the United States and Bell contained only the "standard inspection clause" described in paragraph 20 above.

30. In General Condition A3, on the other hand, the United States expressly limited itself to making a warranty of title, which is not at issue here, and disclaimed all other warranties, except for those specifically laid down in the particular LOA. It is necessary, therefore, to examine the individual terms of the LOAs to determine whether they contain any such specific warranty.

31. LOA DA Iran UUC (1972) contains a relevant provision in Note 12 which is a specific typewritten clause of the Contract. It stipulates:

Aircraft being offered on this case are commercial type aircraft not utilized by the U.S. Forces . . . Should purchaser accept procurement under the provisions of this Letter of Offer, the following must be clearly recognized and accepted.

a. Item is not standard with U.S. Army.

b. Item will be produced in accordance with contractor prepared specifications. The U.S. Army will test the 214A helicopter and helicopter components and sub-systems to confirm that the specifications are met. U.S Army cannot warrant or guarantee item. Any discrepancies or deficiencies must be addressed directly with the contractor, Bell Helicopter Co. Discrepancy reports will be submitted directly to the contractor for non-receipt of shipments, unacceptable substitutes, unacceptable duplicate shipments and erroneous shipments. (Emphasis added.)

Similar clauses were also written into the later LOAs DA Iran VNT (Note 15) and DA Iran VUB (Note 14).

32. The Tribunal notes that the LOAs included Bell's helicopter model specifications for which the United States agreed to test. These specifications included two performance standards designated as "guaranteed," namely, the capability of the aircraft to hover with a certain load and at a specific temperature at 5000 feet pressure altitude and of flying not less than 144 knots airspeed under specified conditions. The Tribunal observes that the term "guaranteed" distinguishes these two standards from other performance data designated in the specifications as "estimates." The Tribunal also notes that paragraph b of the above-quoted disclaimer clearly differentiates between testing to determine whether specifications had been met -- which the United States agreed to do -- and giving a warranty -- which the United States refused to do. The language of the specific clauses contained in each of the LOAs stating expressly that the "U.S. Army cannot warrant or

guarantee item" clearly establishes that the United States disclaimed any warranty except for the warranty of title made in General Condition A3. The Tribunal finds no reason to question the validity of this general disclaimer. Accordingly, the Tribunal finds that the United States cannot be held liable for the alleged defects on the basis of breach of warranty.

b) Liability of the Respondent for Other Breaches of Contract

33. Having determined that the Respondent is not liable for breach of warranty, the Tribunal must consider whether the Respondent has committed any other breach of its contractual obligations for which it may be liable for the alleged defects. In this connection, the Tribunal observes that the LOAs impose very few contractual obligations upon the United States. As noted above, the United States did have the obligation to test the helicopters delivered by Bell to confirm that the specifications had been met. The Claimant, however, does not dispute that these tests were actually conducted, and it has failed to carry its burden of proof to show that the helicopters tested by the United States did not meet the contractually required specifications at the time of testing. The Tribunal therefore holds that no breach of contract by the United States has been established.

c) Liability of the Respondent for "Latent Defects"

34. Finally, the Tribunal is also unable to find a basis for United States' liability under the theory of "latent defects," an issue which the Parties argued extensively at the Hearing. At the outset, the Tribunal notes that the existence of a "latent defect" does not extend or reduce the contractual scope of liability of the seller.

Generally speaking, the term "latent defect" merely denotes a defect that was already in existence at the time of delivery, but was revealed only at some later stage.² It does not refer to a separate legal basis for a claim.

35. In order to make out a claim for latent defects under the Contract, the Claimant would first have to show to the Tribunal's satisfaction that the alleged defects gave rise to a claim of the United States against Bell within the scope of General Condition A2 of the LOAs. However, because the Claimant cancelled the Product Improvement Program through its failure to fund FMS Case WEQ, the cause of the compressor stalls was never discovered. Moreover, under the LOAs, before the United States could be held liable for failure to pursue a claim against Bell on Iran's behalf, Iran would be required to request the United States to pursue such a claim against Bell. The Claimant has presented no evidence that it ever requested the United States to pursue a latent defect claim on its behalf against Bell. For these reasons, the Claimant has not met its burden of proof, and thus the Claim for damages due to latent defects -- like the Claims based on breach of warranty and contract -- must fail.

IV. AWARD

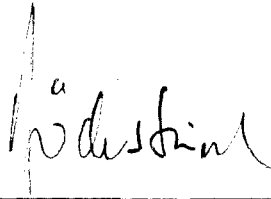
36. In view of the foregoing,

THE TRIBUNAL DETERMINES AS FOLLOWS:

² The Tribunal is aware that under United States federal procurement law the term "latent defect" may have a more specific meaning. It is not necessary, however, to decide whether or not such a specific concept imposed by the domestic law of the United States is binding upon Iran because, applying any definition of latent defect, the Claim fails.

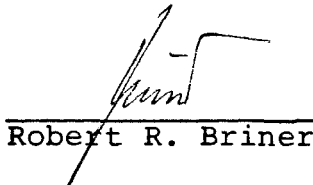
The Claim of the Islamic Republic of Iran against the United States of America in Case No. B1 (Claim 5) is dismissed.

Dated, the Hague
16 June 1988

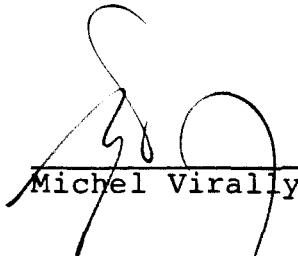


Karl-Heinz Böckstiegel
President

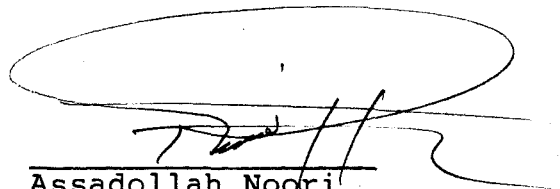
In the Name of God



Robert R. Briner

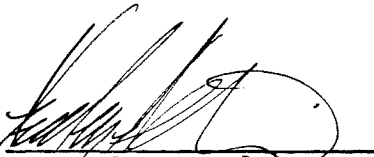


Michel Virally



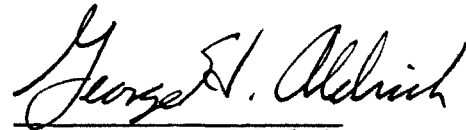
Assadollah Noori
Dissenting Opinion

In the Name of God



Howard M. Holtzmann

Hamid Bahrami-Ahmadi
Dissenting Opinion



George H. Aldrich

In the Name of God



Parviz Ansari Moin
Dissenting Opinion

Charles N. Brower

The Claim of the Islamic Republic of Iran against the United States of America in Case No. B1 (Claim 5) is dismissed.

Dated, the Hague
16 June 1988

Karl-Heinz Böckstiegel
President

In the Name of God

Robert R. Briner

Michel Virally

Assadollah Noori
Dissenting Opinion

In the Name of God

Howard M. Holtzmann

Hamid Bahrami-Ahmadi
Dissenting Opinion

George H. Aldrich

In the Name of God

Parviz Ansari Moin
Dissenting Opinion

Charles N. Brower
Charles N. Brower

The Claim of the Islamic Republic of Iran against the United States of America in Case No. B1 (Claim 5) is dismissed.

Dated, the Hague
16 June 1988

Karl-Heinz Böckstiegel
President

In the Name of God

Robert R. Briner

Michel Virally

Assadollah Noori
Dissenting Opinion

In the Name of God

A handwritten signature, possibly reading 'H. A.', enclosed within an oval shape.

Howard M. Holtzmann

Hamid Bahrami-Ahmadi
Dissenting Opinion

George H. Aldrich

In the Name of God

Parviz Ansari Moin
Dissenting Opinion

Charles N. Brower