

ORIGINAL DOCUMENTS IN SAFE

Case No. B1 (claim 1)

Date of filing: 6 Dec 1989

B1724

** AWARD - Type of Award PAAT
- Date of Award 6 Dec 1989
4 pages in English 5 pages in Farsi
+ JR + SA

** 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: _____

- Date _____
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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ



CASE NO. B1 (CLAIM 1)

FULL TRIBUNAL

AWARD NO. 452-B1-FT

ISLAMIC REPUBLIC OF IRAN,
Claimant,

and

UNITED STATES OF AMERICA,
Respondent.

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان داوری دعاوی ایران - ایالات متحدہ
FILED	ثبت شد
DATE	6 DEC 1989
	تاریخ ۱۳۶۸ / ۹ / ۱۵

PARTIAL AWARD ON AGREED TERMS

1. On 18 November 1981, THE MINISTRY OF NATIONAL DEFENSE OF THE ISLAMIC REPUBLIC OF IRAN ("Iran") filed claims against THE GOVERNMENT OF THE UNITED STATES ("the United States"), seeking, inter alia, refund of a payment made by Iran for the purchase of aircraft spare parts. This part of Case No. B1 is described as Claim 1.

2. Pursuant to Article 34 of the Tribunal Rules, a Joint Request was filed on 13 November 1989, signed by the Agent of the Government of the Islamic Republic of Iran and by the Agent of the Government of the United States of America, requesting that the Tribunal render an Award on Agreed Terms recording and giving effect to the Settlement Agreement in this Case, dated 3 November 1989, between Iran and the United States, providing for certain reciprocal obligations of the Parties, and terminating Case No. B1 (Claim 1) in its entirety and with prejudice.

3. Copies of the Joint Request and Settlement Agreement are attached.

4. The Settlement Agreement provides in Article I that, "[i]n consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Case No. B1 (Claim 1), the sum of U.S. \$7,800,000.00 (Seven Million, Eight Hundred Thousand Dollars) ("the Settlement Amount") shall be paid to Iran. The Settlement Amount shall be paid by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of this Agreement to the Tribunal."

5. The Settlement Agreement in Article II further provides that, "[u]pon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of payment of the Settlement Amount, the United States and Iran shall cause,

without delay and with prejudice, all proceedings in all courts, fora, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before this Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States or Iran, in relation to the claims and matters related to Case No. B1 (Claim 1)."

6. The Tribunal notes that an "Acknowledgement of Receipt" dated 13 November 1989, signed by the Agent of the Government of the Islamic Republic of Iran and attached to the Joint Request, acknowledges receipt of United States Treasury checks No. 3007-00005175 through 3007-00005182, dated November 9, 1989, as stipulated in Article I of the Settlement Agreement.

7. In view of the fact that the provisions of the Settlement Agreement and the Joint Request fulfill the requirements for the issuance of an Award on Agreed Terms, the Tribunal accepts the Settlement Agreement in accordance with Article 34, paragraph 1, of the Tribunal Rules.


8. Based on the foregoing,

THE TRIBUNAL DETERMINES AS FOLLOWS:

- a) The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties in full settlement of Case No. B1 (Claim 1).
- b) In accordance with the Settlement Agreement, the United States is obligated to pay Iran the amount of Seven Million Eight Hundred Thousand Dollars (U.S.\$7,800,000.00).

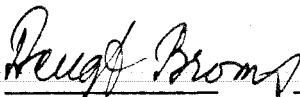

c) As checks for the above amount were received by the Agent of the Islamic Republic of Iran from the United States, simultaneously with the submission of the Settlement Agreement to the Tribunal on 13 November 1989 (acknowledgement of receipt by the Agent of the Islamic Republic of Iran is attached to the Joint Request), this Award is final and binding on the Parties and disposes of all claims and matters asserted in Case No. B1 (Claim 1).

Dated, The Hague,
06 December 1989

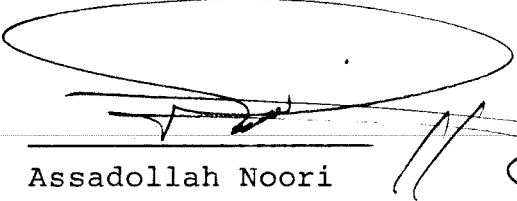


Robert Briner
President

In the Name of God


 

Bengt Broms Gaetano Arangio-Ruiz




Assadollah Noori

In the Name of God

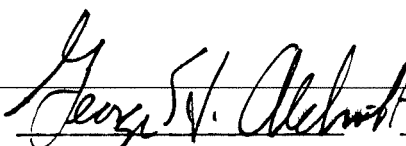
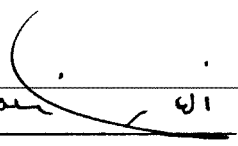
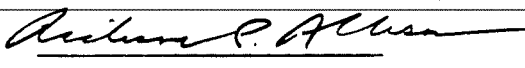


Howard M. Holtzmann



Seyed Khalil Khalilian

In the Name of God

George H. Aldrich Parviz Ansari Moin Richard C. Allison

Before
 The Iran-U.S. Claims Tribunal
 The Hague, The Netherlands
 Case No. B1 (Claim 1)
 Full Tribunal

IRAN-UNITED STATES CLAIMS TRIBUNAL	دیوان دادرسی دعوای ایران - ایالات متحده
FILED	ثبت شد
DATE	13 NOV 1989
	۱۳۶۸ / ۸ / ۲۳ تاریخ

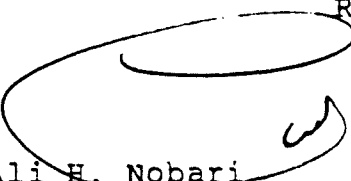
JOINT REQUEST FOR ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34 of the Tribunal Rules, the Government of the United States and the Ministry of National Defense of the Islamic Republic of Iran jointly request that the Tribunal issue an Arbitral Award on Agreed Terms that will record and give effect to the attached Settlement Agreement.

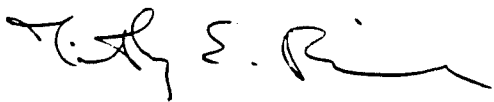
On November 3, 1989, the parties to Case No. B1 (Claim 1) entered into a Settlement Agreement which provides that, in consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Case No. B1 (Claim 1), the sum of U.S. \$7,800,000.00 (Seven Million, Eight Hundred Thousand Dollars) shall be paid to Iran.

The undersigned request the Tribunal to record the Settlement Agreement as an Arbitral Award on Agreed Terms and terminate Case No. B1 (Claim 1) in its entirety and with prejudice.

Respectfully submitted,


 Ali H. Nobari
 Agent of the Government
 of the Islamic Republic
 of Iran to the Iran-U.S.
 Claims Tribunal

Date 11/18/89

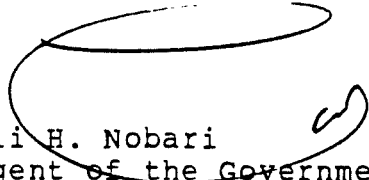

 Timothy E. Ramish
 Agent of the Government
 of the United States
 to the Iran-U.S.
 Claims Tribunal

Date Nov. 13, 1989

IN THE NAME OF GOD

Acknowledgement of Receipt

I hereby acknowledge receipt, from the Agent of the Government of the United States to the Iran-U.S. Claims Tribunal, of United States Treasury checks No. 3007-00005175 through 3007-00005182, dated November 9, 1989, in full and final settlement of Case No. B1 (Claim 1), in accordance with the Settlement Agreement dated November 3, 1989.


Ali H. Nobari
Agent of the Government of
the Islamic Republic of Iran
to the Iran-U.S. Claims Tribunal

Date: 13-11-1989

SETTLEMENT AGREEMENT

IRAN-UNITED STATES CLAIMS TRIBUNAL	دائرة ادوارین و دیوری ایران - ایالات متحده
FILED	ثبت شد
DATE	13 NOV '89
	۱۳۶۸ / ۸ / ۲۲ تاریخ

This Settlement Agreement ("the Agreement") is made this 3rd day of November, 1989, by and between the Government of the United States (hereinafter referred to as the United States) and the Ministry of National Defense of the Islamic Republic of Iran (hereinafter referred to as Iran).

WHEREAS, the United States and Iran are parties to Case No. B1 (Claim 1) with the Iran-U.S. Claims Tribunal ("the Tribunal");

WHEREAS, the United States and Iran wish to settle all claims and disputes which are outstanding or capable of arising in connection with Case No. B1 (Claim 1) and its subject matter;

THEREFORE, the United States and Iran agree as follows:

Article I

In consideration of full and final settlement of all disputes, differences, claims and matters directly or indirectly raised or capable of arising out of the relationships, transactions, contracts and events related to the subject matter of Case No. B1 (Claim 1), the sum of U.S. \$7,800,000.00 (Seven Million, Eight Hundred Thousand Dollars) ("the Settlement Amount") shall be paid to Iran.

The Settlement Amount shall be paid by means of a check to be delivered to the Agent of the Islamic Republic of Iran simultaneously with the submission of this Agreement to the Tribunal.

Article II

Upon the issuance by the Tribunal of the Award on Agreed Terms, and in contemplation of payment of the Settlement Amount, the United States and Iran shall cause, without delay and with prejudice, all proceedings in all courts, fora, or before any authority or administrative bodies to be dismissed, withdrawn and terminated, and shall be barred from instituting and/or continuing with any proceedings before the Iran-U.S. Claims Tribunal or any other forum, authority or administrative body whatsoever, including but not limited to any court in the United States or Iran, in relation to the claims and matters related to Case No. B1 (Claim 1).

Article III

1. In consideration of the covenants, premises and other agreements contained herein, upon the issuance of the Award on Agreed Terms by the Tribunal and in contemplation

of payment of the Settlement Amount, the United States and Iran shall release and forever discharge each other, their affiliates, agencies and instrumentalities, from any claims, rights, interests and obligations, past, present or future, which have been raised, may in the future be raised, or could have been raised in connection with disputes, differences, claims and matters stated in, related to, arising from, or capable of arising from the subject matter of Case No. B1 (Claim 1), including any claims arising from the subject matter of Claim 1 in the remainder of Case No. B1.

2. Should any claims be pending or filed by a third party in any court or forum against any of the Parties hereto based on any assignment or transfer of rights of any kind from one of the Parties hereto in relation to Case No. B1 (Claim 1), the Party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

Article IV

Upon the issuance by the Tribunal of the Award on Agreed Terms and in contemplation of payment of the Settlement

Amount, the releases, dismissals, waivers and withdrawals contained and referred to in this Settlement Agreement become self-executing. After the issuance of the Award on Agreed Terms by the Tribunal, no further documents need to be executed to implement this Agreement.

Article V

It is agreed that this Settlement Agreement is made in a spirit of private settlement of disputes, that it shall be null and void if not approved by the Tribunal and that it shall not affect any position of the Parties hereto in any matters other than Case No. B1 (Claim 1). The Parties further agree that they shall not use, or cause any person to use, this Settlement Agreement in the prosecution or defense of any case before the Tribunal or any other forum, except that the Parties may use this Agreement for the purpose of implementing its terms.

Article VI

Upon the issuance of the Award on Agreed Terms, and in contemplation of payment of the Settlement Amount, the United States and Iran shall waive any and all claims for costs (including attorneys' fees) arising out of or

related to the arbitration, prosecution or defense of the claims asserted before the Tribunal, United States courts or elsewhere with respect to matters involved in Case No. B1 (Claim 1) and/or in this Settlement Agreement.

Article VII

This Settlement Agreement is to be submitted to the Tribunal on or before December 29, 1989. If this Settlement Agreement is not submitted by such date, or within such additional time as the Parties may agree, then it shall automatically become null and void and the Parties, without prejudicing their respective rights, will be placed in the same position as they were prior to the date of this Settlement Agreement.

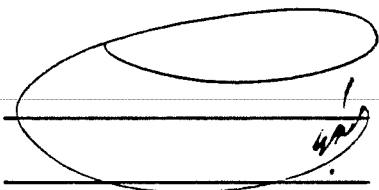
Article VIII

This Agreement has been written and signed in both languages of Persian and English and each text shall have the same and equal validity.

For the Ministry of
National Defense of
the Islamic Republic
of Iran

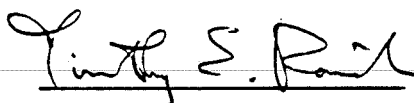
For the Government of
the United States

By

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is somewhat circular and appears to be in Persian or Arabic script.

Date

By

A handwritten signature in black ink, written over a horizontal line. The signature reads "Timothy S. Raich" in a cursive style.

Date

Nov. 3, 1989