

ORIGINAL DOCUMENTS IN SAFE

Case No. 764 Date of filing: 30 Oct '90

764-90

** AWARD - Type of Award _____
 - Date of Award _____
 _____ pages in English _____ pages in Farsi

** DECISION - Date of Decision 30 Oct '90
3 pages in English 3 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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CASE NO. 764

CHAMBER ONE

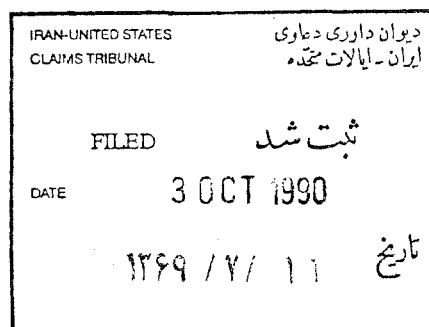
DECISION NO. DEC 93-764-1

WORLD FARMERS TRADING INCORPORATED,
Claimant,

and

GOVERNMENT TRADING CORPORATION,
BANK MELLI IRAN,
BANK MARKAZI IRAN,

Respondents.



DECISION

1. On 7 August 1989, the Claimant filed with the Tribunal a "Request for Reconsideration of the Tribunal's Final Award dated 7 July, 1989." On 4 October 1989, the Respondent Bank Markazi Iran for itself and on behalf of the other Respondents filed a submission entitled "Rebuttal of the Claimant's Request for Reconsideration of the Award, filed on 7 August 1989." In its submission Bank Markazi Iran requests the Tribunal to reject the Claimant's "Request for Reconsideration."

2. In its Request for reconsideration, WFT advances for the first time the argument that Bank Melli unlawfully retained a performance bond established by WFT, and seeks a revision of the Final Award on the basis of its new presentation. Orderly procedure and the Tribunal Rules prohibit such tactics.

3. As noted in paragraph 13 of the Final Award in this Case, Award No. 428-764-1 filed on 7 July 1989, Article 32 (2) of the Tribunal Rules states that an Award rendered by the Arbitral Tribunal "shall be final and binding on the Parties." According to the Tribunal Rules, after a Final Award has been issued, the Arbitral Tribunal may only give an interpretation of the Award (Article 35), or "correct any error in computation, any clerical error, or any error of similar nature" (Article 36), or "make an additional Award as to claims presented in the arbitral proceedings but omitted from the Award" (Article 37). The Claimant does not seek relief under any of these Articles. Rather, it makes a "Request for Reconsideration" which is not within the scope of the Tribunal Rules. Moreover, even if the Request had been within the scope of Articles 35, 36 or 37, it was not within 30 days after the filing of the Final Award, as required by those Articles. The question whether the Tribunal has inherent power to review and revise an award is an issue which need not be discussed or decided here.

4. The Tribunal notes that even if it could address on the merits the new argument presented, WFT has introduced no evidence that the issue involved arises out of any other contract than the ones entered into between WFT and GTC. As was held in the Partial Award No. 66-764-1 (16 August 1983), and reiterated in paragraphs 18 and 19 of the Final Award, the Tribunal has no jurisdiction over disputes arising from these contracts.

5. The Tribunal notes the Claimant's request for a hearing on this matter. In response to an earlier request for a hearing, made by the Claimant before the Final Award, the Tribunal held that Article 15 (2) of the Tribunal Rules, which governs hearings, "should be interpreted, in the light of the particular circumstances of each case, to mean that hearings are to be held upon the reasonable request of a party made at an appropriate state of the proceedings." Final Award, at para~~x~~ 16. In the circumstances of this

Case, described above, the Claimant's present request for a hearing is not reasonable, nor is it made at an appropriate stage of the proceeding. The Tribunal, therefore, denies the request for a hearing, and decides the request for reconsideration on the basis of the documents before it.

6. For the foregoing reasons,

THE TRIBUNAL DECIDES AS FOLLOWS:

The Request for reconsideration of the Final Award No. 428-764-1 (7 July 1989) filed on 7 August 1989 by the Claimant is denied.

Dated, The Hague

3 October 1990

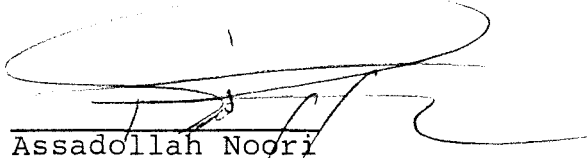



Bengt Broms

Chairman

Chamber One

In the Name of the God


Assadollah Noori
Howard M. Holtzmann