

812-193

ORIGINAL DOCUMENTS IN SAFE

Case No. 812

Date of filing: 10 June '93

Conversion to English

** AWARD - Type of Award Final
- Date of Award 10 June '93

4 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 _____

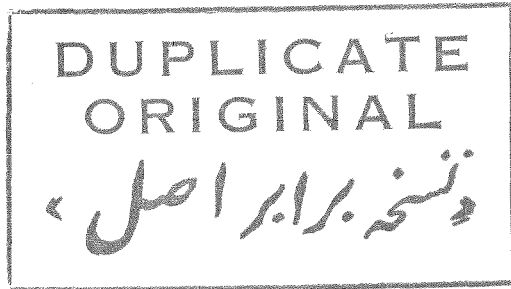
- Date _____
_____ pages in English _____ pages in Farsi

** DISSENTING OPINION of _____

- Date _____
_____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

- Date _____
_____ pages in English _____ pages in Farsi



CHAMBER THREE

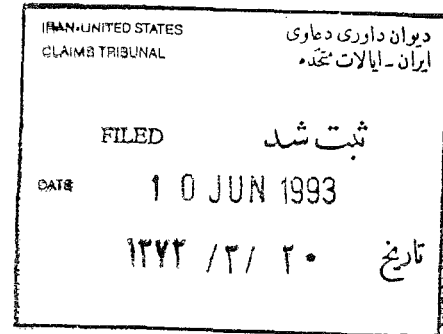
CASE NO. 812

AWARD NO. 546-812-3

ABRAHIM RAHMAN GOLSHANI,
Claimant,

and

THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN,
Respondent.



CORRECTION TO THE ENGLISH VERSION OF THE FINAL AWARD

A. The following corrections are hereby made to the English version of the Final Award, filed 2 March 1993.

1. The date of the Statement of Income referred to on page 10, paragraph 16, item 3 should read "Month of Mordad 1358."
2. The reference to footnote 22 in footnote 4 on page 19 should be a reference to footnote 2.

B. Copies of the corrected pages are attached.

Dated, The Hague

10 June 1993



Gaetano Arangio-Ruiz

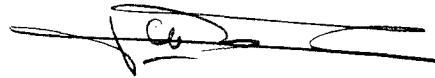
Chairman

Chamber Three

In the Name of God



Richard C. Allison



Mohsen Aghahosseini

16. Following this inspection, on 18 April 1991, the Respondent requested permission from the Tribunal to again take photographs of the Deed and of the "Handwriting of Mr. Nia," which was one of the original documents that it had submitted in support of its forgery allegation. On the same day the Claimant also requested another opportunity for his expert to inspect the original documents submitted by the Parties in preparation for the Hearing. By its Order of 19 April 1991, the Tribunal granted both Parties a final opportunity to inspect, photocopy and/or photograph the following documents and materials on 22 April 1991:

1. the Original Deed of Conveyance (filed 21 May 1990);
2. the Registration Income Book of Notary Public Office No. 319 (filed 7 December 1990);
3. the Statement of Income for the Month of Mordad 1358 of Notary Public Office No. 319 (filed 7 December 1990);
4. the Five Original Deeds of Notary Public Office No. 369 (filed 7 December 1990);
5. the Twelve Original Deeds of Notary Public Office No. 319 (filed 7 December 1990);
6. the Ledger Book No. 23 of Notary Public Office No. 369 (filed 24 January 1991);
7. the Ledger Book for Automobile Transactions of Notary Public Office No. 369 (filed 24 January 1991);
8. the Original Seal of Notary Public Office No. 319 (filed 24 January 1991);

the authority to manage TRC during a period of 15 months. They argued that Mr. Golzar, who was present at the Meeting of 13 November 1978, represented not only the 1% of the shares that he still owned, but also the 59% that he had previously transferred to the Claimant. They concluded that the required quorum was reached.

36. Finally, TRC argued that the sale of the apartment should be nullified because it was tainted by collusion between the Claimant and Mr. Golzar who, it claimed, are brothers.⁴

37. Having outlined the general background of the Paris Litigation, the Tribunal will now focus on the precise nature of the statements made by TRC regarding the Deed in the course of those proceedings. The first such statement is contained in TRC's brief submitted to the Cour d'Appel dated 2 June 1986: "Now, whereas Mr. Golzar indicated in a sworn declaration made before the Iran-United States Claims [Tribunal], that on August 15, 1978, he had assigned to Mr. Golshani 59% of the shares in [TRC]. Whereas under these conditions, he remained owner of only 1% of the shares in [TRC]."

38. Several statements regarding the Deed are also contained in TRC's brief submitted to the Cour de Cassation dated 4 August 1988. The first of these statements reads as follows:

[Mr. Golzar] ... planned to carry out a fraudulent scheme with his half-brother, Mr. Golshani ... [He] planned, in order to foil possible seizure, to transfer his property to his half-brother, through an instrument called a donation (which was in reality a sale). For a price of 190 billion 700 million rials, Mr. Golzar transferred to Mr. Golshani, specifically, 59/60ths of a total of 60% of the shares and rights he owned in the plaintiff company; the price was naturally paid out of the sight of the notary drawing up the bill of sale.

39. Other excerpts from the above brief are also relevant:

⁴ Despite what is stated in footnote 2, supra, the Claimant and Mr. Golzar denied being related both before the Tribunal de Grande Instance and the Cour d'Appel.