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Case No. 18Date of filing: 19.12.86

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

\*\* DECISION - Date of Decision 19.12.86  
4 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 \_\_\_\_\_

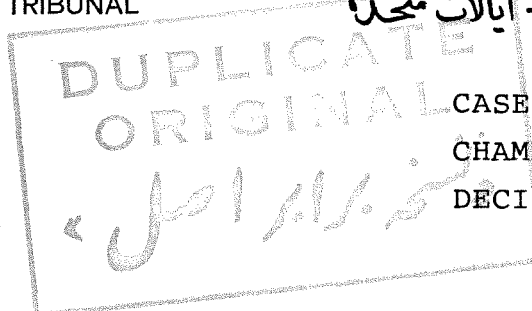
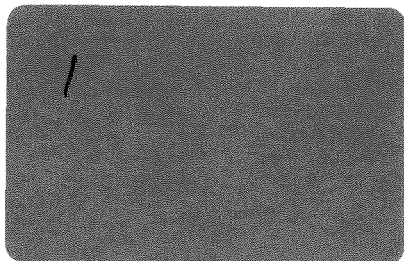
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## IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ



CASE NO. 18

CHAMBER ONE

DECISION NO. DEC 55-18-1

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.

IRAN UNITED STATES CLAIMS TRIBUNAL	ایران - ایالات متحدہ داوری دعاوی
ثبت شد - FILED	
Date	19 DEC 1986 ۱۳۶۵ / ۹ / ۲۸
No.	18

DECISION

1. On 8 December 1986, the Agent of the Islamic Republic of Iran filed in a timely fashion a submission on behalf of the Zamzam Companies signed by him for the "Vice Chairman of the Board and Managing Director of Zamzam Iran" requesting that the Tribunal give an interpretation of PepsiCo, Inc. and Government of the Islamic Republic of

Iran, Award No. 260-18-1 (13 October 1986),<sup>1</sup> pursuant to Article 35 of the Tribunal Rules. This submission argues that the reasoning of the Award contains certain ambiguities and requests the Tribunal "by virtue of Article 35 of the UNCITRAL Rules, to rectify the ambiguity in the Award and to render a modified Supplementary Award in respect of computation of the interest." In particular, the submission argues that (i) the Award is contrary to justice, equity and general principles of international law with respect to the denial of the Respondents' request to appoint an expert to determine the value of the shares of the Zamzam Companies; (ii) the Award is ambiguous with respect to the entitlement of the Claimant to accelerate the maturity of the Promissory Notes under Paragraphs 3(f) and 4 of the Main Agreement; (iii) the Award is unjustified as to the law governing the Loan Agreements; and (iv) the Tribunal misused its discretion in determining the rate of interest on each loan.

2. Article 35, paragraph 1, of the Tribunal Rules, which is identical to the same provision of the UNCITRAL Arbitration Rules, provides:

"Within thirty days after the receipt of the award, either party, with notice to the other party, may request that the arbitral tribunal give an interpretation of the award."

The legislative history of Article 35, paragraph 1, of the UNCITRAL Arbitration Rules indicates that the term "interpretation of the award" was intended to mean "clarification of the award." Summary of Discussion on Preliminary Draft (8th Session), U.N. Doc. A/10017, paras. 201, 206. Thus, Article 35, paragraph 1, was intended to enable a party to obtain a clarification of an award whose language is ambiguous.

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<sup>1</sup>The Farsi version of the Award was filed on 7 November 1986 and served on the Agent of the Islamic Republic of Iran on 10 November 1986. Thus, the letter requesting an interpretation of the Award was filed in a timely fashion.

See id. para. 206; see also Ford Aerospace & Communications Corporation and Air Force of the Islamic Republic of Iran, Decision No. DEC 47-159-3, para. 2 (2 October 1986) (denying request for interpretation because it "does not identify any ambiguity in the Award . . . .").

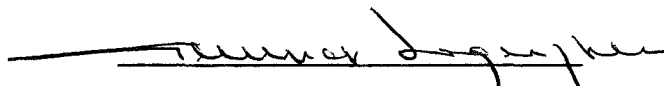
3. The Tribunal finds that while the Respondents' submission reargues certain aspects of the Case and disagrees with various conclusions of the Tribunal, it fails to point to any element of the Award that is ambiguous. The dispositive of the Award is specific and detailed. Moreover, examination of the text of the Award shows that there is no ambiguity with respect to any of the four items mentioned in the Respondents' submission. In particular, (i) the Award is clear on its face as to the denial of the Respondents' request for appointment of an expert to determine the value of the shares of the Zamzam Companies and as to the reasons for that denial (Award, pp. 19-20); (ii) the Award is unambiguous in determining that the Claimant was in the circumstances entitled to accelerate the Promissory Notes and quotes the explicitly interrelated provisions of paragraphs 3(f) and 4 of the Main Agreement which established that right (Award, pp. 27-28); (iii) the Award plainly notes that New York law governs the Loan Agreements (Award, pp. 9, 30); and (iv) the Award sets forth the exact amount of interest to be paid on each loan and explains the factors the Tribunal considered in determining that amount (Award, p. 41). Thus, there is nothing in the Award that requires interpretation within the meaning of Article 35, paragraph 1, of the Tribunal Rules.

4. For the foregoing reasons,

THE TRIBUNAL DECIDES AS FOLLOWS:

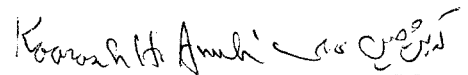
The request of the Respondents filed on 8 December 1986 for an interpretation of Award No. 260-18-1 (13 October 1986) is denied.

Dated, The Hague  
19 December 1986



Gunnar Lagergren  
Chairman  
Chamber One

In the Name of God



Koorosh-Hossein Ameli  
Concurring Opinion



Howard H. Holtzmann