

ORIGINAL DOCUMENTS IN SAFE

Case No. 279

Date of filing 12 Aug 1983

☒ AWARD. Date of Award 12 Aug 1983

4 pages in English. 3 pages in Farsi.

and attachments

☐ DECISION. Date of Decision \_\_\_\_\_

\_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ ORDER. Date of Order \_\_\_\_\_

\_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ CONCURRING OPINION of \_\_\_\_\_

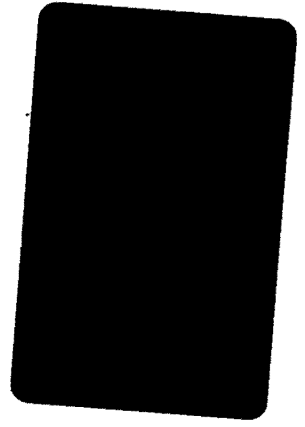
Date \_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ DISSENTING OPINION of \_\_\_\_\_

Date \_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ OTHER; Nature of document: \_\_\_\_\_

Date \_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.





CASE NO. 279

CHAMBER ONE

AWARD NO. 63 -279-1

A.B.S. WORLDWIDE TECHNICAL  
SERVICES, INC.,

Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,  
IRAN INTERNATIONAL ENGINEERING COMPANY,  
NATIONAL IRANIAN STEEL COMPANY,

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
۱۳۶۲ / ۵ / ۲۱	شماره
12 AUG 1983	
279	شماره ۲۷۹

AWARD ON AGREED TERMS

DUPLICATE  
ORIGINAL

نسخه برابر اصل

On 15 July 1983 A.B.S. WORLDWIDE TECHNICAL SERVICES, INC. ("ABSTECH") and IRAN INTERNATIONAL ENGINEERING COMPANY filed with the Tribunal a Settlement Agreement dated 14 July 1983 resolving the matters in dispute between them the subject of Case No. 279. The Settlement Agreement provides for certain reciprocal obligations by the Parties including the payment of the sum of Two Hundred and Sixty Thousand United States Dollars to ABSTECH. On the same date a Joint Request for an Arbitral Award on agreed terms, signed by the Agent of the Government of THE ISLAMIC REPUBLIC OF IRAN and authorized representatives of ABSTECH, IRAN INTERNATIONAL ENGINEERING COMPANY, and NATIONAL IRANIAN STEEL COMPANY was filed with the Tribunal, requesting that the Settlement Agreement be recorded as an Arbitral Award on agreed terms.

Copies of the Settlement Agreement and the Joint Request are annexed hereto.

The Tribunal accepts the Settlement Agreement in accordance with Article 34 of the Tribunal Rules.

All four Parties having signed the Joint Request for an Arbitral Award on agreed terms, the Tribunal considers that the Settlement Agreement is in full and final settlement of all claims and counterclaims arising from, based upon or in relation to Case No. 279.

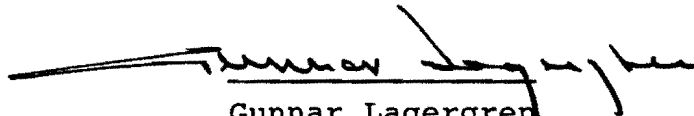
Based on the foregoing:

The Settlement Agreement is hereby recorded as an Award on

agreed terms binding upon the Parties. Consequently the Respondent IRAN INTERNATIONAL ENGINEERING COMPANY is obligated to pay the Claimant A.B.S. WORLDWIDE TECHNICAL SERVICES, INC. the sum of Two Hundred and Sixty Thousand United States Dollars (US\$ 260,000.00) which obligation shall be satisfied by payment out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria, dated 19 January 1981.

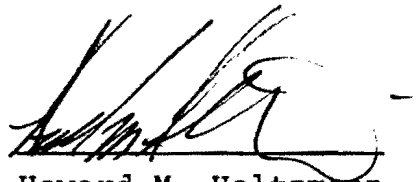
The Award is hereby submitted to the President of the Tribunal for notification to the Escrow Agent.

Dated, The Hague  
12 August 1983



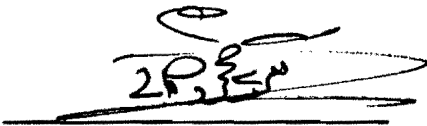
Gunnar Lagergren  
Chairman  
Chamber One

I agree with the Chairman in accepting and recording of the Settlement Agreement as an Award on agreed terms but I dissent as to the remaining part of this award not only because that part unilaterally condemns one of the parties to the performance of its obligations and



Howard M. Holtzmann  
Concurring Opinion

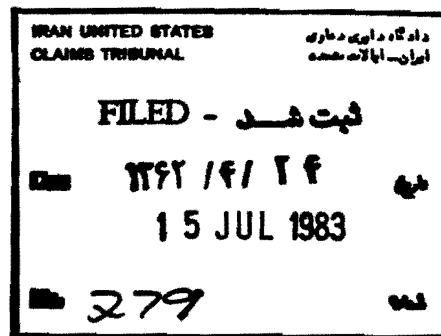
ignores the reciprocal obligations of the other party but also because it provides for an enforcement procedure, which a judge is barred from after deciding the dispute or accepting and recording the settlement, according to Article 34 of the UNCITRAL Rules and the functus officio rule (dessaisissement du juge) with respect to that case.

A handwritten signature in black ink, appearing to read 'M. Kashani', is written over a horizontal line.

Mahmoud M. Kashani

July 14th, 1983

Iran-United States Claims Tribunal  
Chamber No. 1



Re: Case No. 279

ABSTECH v. IRITEC et al

Dear Sirs :

This is to advise that ABS Worldwide Technical Services, Inc., ("ABSTECH") wishes to withdraw, upon receipt of the sum of Two Hundred and Sixty Thousand United States Dollars (U.S.\$260,000.00) in accordance with a Settlement Agreement made this day between ABSTECH and IRITEC, all claims asserted against the Government of the Islamic Republic of Iran in the above referenced case.

Articles 6 and 7 of the Settlement Agreement between ABSTECH and IRITEC shall be deemed to apply to the Islamic Republic of Iran.

Yours sincerely,

ABS Worldwide Technical Services, Inc.

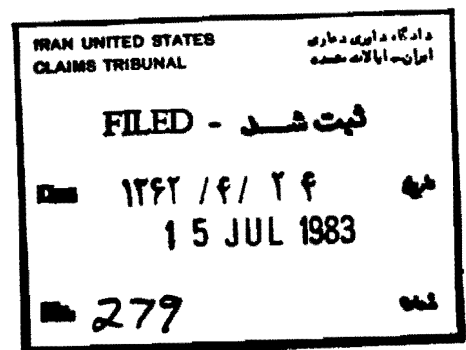
by

  
Lawrence Bennett  
Vice-President

BEFORE THE  
IRAN-UNITED STATES CLAIMS TRIBUNAL  
THE HAGUE, THE NETHERLANDS

\_\_\_\_\_  
A.B.S. WORLDWIDE TECHNICAL SERVICES INC.  
Claimant,  
v.  
ISLAMIC REPUBLIC OF IRAN;  
-and-  
IRAN INTERNATIONAL ENGINEERING COMPANY;  
-and-  
NATIONAL IRANIAN STEEL COMPANY;  
Respondents.  
\_\_\_\_\_

Claim No. 279  
Chamber No. 1



JOINT REQUEST FOR ARBITRAL AWARD  
ON AGREED TERMS

Pursuant to Article 34 of the Tribunal's Provisional Rules of Procedure, Claimant and Respondents in Claim No. 279 jointly request that the Tribunal issue an arbitral award on agreed terms that will record and give effect to the Settlement Agreement reached by the parties.

On July 14, 1983, representatives of all parties to Case No. 279 entered into an Agreement, a copy of which is attached hereto, resolving all claims and counterclaims now existing or capable of arising in connection with Claim No. 279 before the Tribunal.

The parties to the Agreement agree that IRITEC will pay ABSTECH the sum of Two Hundred and Sixty Thousand United States Dollars in complete and final settlement of all claims and counterclaims in Case No. 279.

for Claimant

ABSTECH



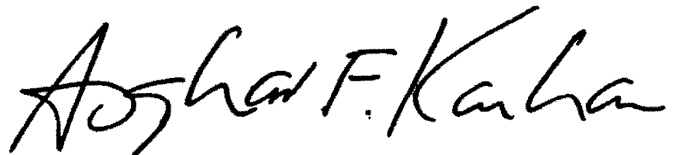
for Respondents:



for NISCO,



for IRITEC



for Islamic Republic of Iran



IN THE NAME OF GOD

This Agreement is made in Farsi and English, both versions being equally valid, on this 14th day of July 1983 between Iran International Engineering Company, hereinafter referred to as IRITEC or Respondent and A.B.S. Worldwide Technical Services, Inc., hereinafter called ABSTECH, or Claimant. IRITEC and ABSTECH shall collectively be referred to as parties.

WHEREAS : Contract was made between ABSTECH and Iran International Engineering Company hereinafter referred to as IRITEC as of 7th day of May 1978.

WHEREAS : In accordance with the terms and conditions of the abovementioned contract, ABSTECH was under obligation to act as IRITEC's engineer for plan approval of designs/ manufacturers' drawings for, and if requested by IRITEC, inspection of machinery and equipment, components and parts being manufactured principally in Italy for Bandar Abbas, Iran, Iron and Steel Complex.

WHEREAS : Some invoices in relation to the abovementioned contract remain unpaid.

WHEREAS : ABSTECH claimed before the Iran-United States Claims Tribunal hereinafter referred to as Tribunal by filing Statement of Claim No. 279, before the said Tribunal.

WHEREAS : In defence to the said Statement of Claim NISCO and IRITEC filed Statements of Defense and Counter-claim before the Tribunal.

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WHEREAS : The parties hereby agree to settle their differences in accordance with the terms and conditions of this Agreement, as shall be specified below :

NOWHEREFORE The parties shall agree as follows;

ARTICLE 1 : In full and final settlement of all Claims and Counterclaims arising from, based upon or in relation to Claim No. 279, IRITEC shall pay or cause to be paid from the Security Account the sum of Two Hundred and Sixty Thousand United States Dollars (U.S.\$260,000.00) to the Claimant, hereinafter called the "Settlement Amount".

ARTICLE 2 : Pursuant to Article 34 of the Tribunal's rules of procedures, the parties shall jointly request the Tribunal to record this Agreement and render an arbitral Award on Agreed Terms for the payment of "Settlement Amount" as specified in Article 1 hereabove.

ARTICLE 3 : Upon payment of the Settlement Amount, all contracts between ABSTECH and IRITEC and/or ABSTECH and NISCO, if any, referred to in the Statements of Claim and Counterclaim shall be considered terminated.

ARTICLE 4 : The parties hereto expressly declare and warrant that their representatives are duly empowered to sign this Agreement and their signatures will commit their respective principals to the fulfillment of their obligations under this Agreement.

ARTICLE 5 : The Settlement Amount paid out of Security Account shall be paid by IRITEC to the Central Bank of Iran, whenever it is requested to do so.

ff

ARTICLE 6 : Upon payment of the Settlement Amount, Claimant, IRITEC and NISCO, their predecessors, successors, affiliates, subsidiaries, assigns, transferees, beneficiaries, officers and any other real or judicial person pertaining thereto or connected therewith shall be barred to proceed with, commence or continue with any legal proceeding before the Iran-United States Claims Tribunal or any other court or tribunal, including any court of law or jurisdiction in the United States of America or Iran, in relation to the past business relationship among Claimant and IRITEC and/or Claimant and NISCO, including without limitations all matters presented by way of claim or counterclaim in connection with Case No. 279, now pending before the Iran-United States Claims Tribunal.

ARTICLE 7 : Upon payment of the Settlement Amount, all litigations among Claimant, IRITEC and NISCO, their predecessors, successors, affiliates, subsidiaries, assigns, transferees and/or any judicial or real person pertaining thereto or connected therewith, in relation to the past business relationship among Claimant and IRITEC and/or Claimant and NISCO pending before any court or tribunal including the Iran-United States Claims Tribunal and any court or tribunal in the United States or Iran shall be considered terminated. Within thirty days of payment of the Settlement Amount, ABSTECH shall withdraw all actions against NISCO and IRITEC now pending before any court in the United States of America.

ARTICLE 8 : ABSTECH and IRITEC agree to hold the amount and particulars of this Settlement Agreement in confidence for a period of five years and to disclose its details only to those persons within the

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Governments of the Islamic Republic of Iran and the United States of America who have a need for access to such information and further to request those persons to treat the information as confidential.

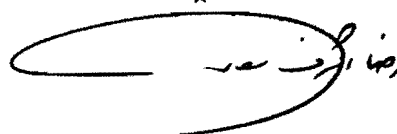
ARTICLE 9 : It is understood that this Settlement Agreement is made out in a spirit of private settlement of disputes and shall not affect any position of Claimant or IRITEC or NISCO in any matter other than Case No. 279, and Claimant, IRITEC and NISCO further agree that they shall not use, or cause any third party to use, this Settlement Agreement in the prosecution or defence of any other claim to which they may be a party.

The premises shall form part of this Agreement.

Signed and executed on this 14th day of July, 1983.

For Claimant:

For IRITEC



ABSTECH

