

366-127

۵۲۲-۱۵۷

CLAIMS TRIBUNAL

دیوان داری دعاوی ایران - ایالات متحدہ

127

ORIGINAL DOCUMENTS IN SAFE

Case No. 366

Date of filing: 6. Nov 87

** AWARD - Type of Award Correction
- Date of Award 6. Nov 87
1 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

DUPLICATE
ORIGINAL

«نسخه برابر اصل»

ENDO LABORATORIES, INC.,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
TRASSPHARM TRADING COMPANY,
IRAN WALLACE COMPANY,
DAROUPAKSH, and
BONAYAD MOSTAZAFAN,
Respondents.

127
دیوان داورى دعاوى ایران - ایالات متحدہ

CASE NO. 366
CHAMBER THREE
AWARD NO. 325-366-3

IRAN UNITED STATES
CLAIMS TRIBUNAL

دادگاه داورى دعاوى
ایران - ایالات متحدہ

FILED - ثبت شد

Date 6 NOV 1987 تاریخ

۱۳۶۶ / ۸ / ۱۵

No. 366 شماره

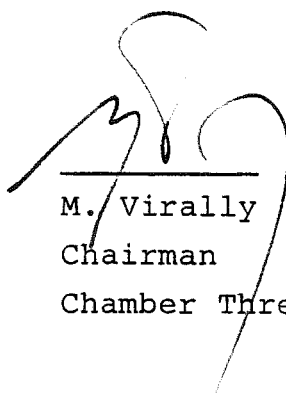
CORRECTION TO AWARD

The following correction is hereby made in the English version of the Award in this Case filed on 3 November 1987:

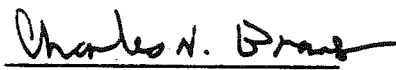
At page 21, paragraph 53, line 3, replace "in a fair rate" with "is a fair rate".


A copy of the corrected page is attached.

Dated, The Hague,
6 November 1987


M. Virally
Chairman
Chamber Three

In the Name of God


Charles N. Brower


Parviz Ansari Moin

My opinion is the same
as set forth in the Award.

As no such future business relations ever materialized, the Claimant is entitled to claim the full amount of its contract claim. It is clear that under the contract the Claimant was entitled to payment of U.S.\$228,753.56 upon making available the corresponding amount of goods to Trasspharm. Trasspharm was under a contractual duty to accept those items and pay that amount. Subtracting the 25% ~~commission which the Claimant admitted would have been~~ credited if Trasspharm had accepted and paid for the goods, the Tribunal finds that the Claimant is entitled to damages for breach of contract in the amount of U.S.\$171,565.17.

IV. INTEREST

53. The Claimant seeks interest on the amounts awarded. The Tribunal determines that the Claimant is entitled to interest and that 10% per annum is a fair rate.

54. The invoice for the second shipment required payment 120 days after shipment; shipment was effected 29 November 1978. The Tribunal therefore awards interest on the amount of U.S.\$80,159.56 beginning 1 April 1979.

55. Trasspharm was aware, at the latest by 30 January 1979, that the goods for the third shipment were ready to ship. The Tribunal finds that Trasspharm should have ordered the goods by that date and that consequently payment would have been due in 120 days. Accordingly, the Tribunal awards interest on the amount of U.S.\$171,565.17 beginning 30 May 1979.