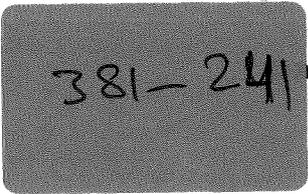


ORIGINAL DOCUMENTS IN SAFE

Case No. 381



Date of filing: 17 Apr '91

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

** DECISION - Date of Decision 17 Apr '91
_____ 5 pages in English _____ 6 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

IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داری دعاری ایران - ایالات متحدہ

CASE NO. 381

CHAMBER ONE

DECISION NO. DEC 96-381-1

UITERWYK CORPORATION,
 JAN C. UITERWYK,
 MARIA UITERWYK,
 ROBERT UITERWYK,
 HENDRIK UITERWYK,
 JAN D. UITERWYK,
 Claimants,

and

THE GOVERNMENT OF THE ISLAMIC
 REPUBLIC OF IRAN,
 THE MINISTRY OF ROADS AND
 TRANSPORTATION,
 PORTS AND SHIPPING ORGANIZATION,
 IRAN EXPRESS LINES,
 SEA-MAN-PAK,

Respondents.

| | |
|---------------------------------------|--|
| IRAN-UNITED STATES CLAIMS TRIBUNAL | دیوان داری دعاری ایران - ایالات متحدہ |
| FILED | ثبت شد |
| DATE | 17 APR 1991 |
| | تاریخ ۱۷ / ۴ / ۹۱ |

DUPLICATE
 ORIGINAL
 نسخه برابر اصل

DECISION

1. On 8 February 1991 the Respondents filed a "Request for Correction" of the Tribunal's Final Award filed 8 January 1991,¹ requesting the Tribunal to correct a computational error. The title of the document and the content of the Respondents' request indicate that it is made pursuant to Article 36(1) of the Tribunal Rules, governing corrections to an Award.² However, the Respondents state that their submission is made pursuant to Article 35(1) of the Tribunal Rules, which covers requests for interpretation of an Award.³ Given the title and the contents of the submission, the Tribunal will consider this as a request for correction pursuant to Article 36(1).

2. The Respondents assert that the Tribunal erred in awarding compensation to the Claimants for the replacement value of 83 of the 524 containers owned by companies that also have claims before the Tribunal. Specifically, the Respondents argue that the Claimant in Case No. 451, CTI Container Leasing Corporation and Star Lines et al., settled its claim prior to the issuance of the Final Award in this Case, and that as a result the 63 containers owned by CTI should be excluded from the Award. Similarly, the

¹Uiterwyk Corporation et al. and Government of the Islamic Republic of Iran, Award No. 501-38-1 (8 Jan. 1991).

²Article 36(1) of the Tribunal Rules reads:

Within thirty days after the receipt of the award, either party, with notice to the other party, may request the arbitral tribunal to correct in the award any errors in computation, any clerical or typographical errors, or any errors of similar nature. The arbitral tribunal may within thirty days after the communication of the award make such corrections on its own initiative.

³Article 35(1) of the Tribunal Rules reads:

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.

Respondents argue that the Claimant in Case 452, Transamerica ICA, Inc. and Government of the Islamic Republic of Iran, had acknowledged that none of its 20 containers were among those for which compensation was awarded in this Case, and that therefore the value of an additional 20 containers should be excluded from the Award. These arguments are without merit.

3. A brief description of the proceedings in this Case is necessary. In a Partial Award in this Case issued on 6 July 1988, the Tribunal determined, inter alia, that the Claimant UITERWYK CORPORATION ("Uiterwyk") was entitled to U.S.\$4,513,156.86, an amount representing the replacement value of shipping containers that it had leased on behalf of Iran Express Lines ("IEL") and that remained in Iran after 29 February 1980. See Uiterwyk Corporation et al. and Government of the Islamic Republic of Iran, Award No. 375-381-1 (6 July 1988), reprinted in 19 Iran-U.S. C.T.R. 107. However, the Tribunal only awarded Uiterwyk U.S.\$2,948,619.50 of that amount at that time, retaining jurisdiction over U.S.\$1,564,537.36. The Tribunal noted that six of the owners of certain containers at issue in this Case had filed claims directly against Iranian entities, and that those claims were still pending before the Tribunal at the time the Partial Award was issued. Id., para. 98, 19 Iran-U.S. C.T.R. 135.⁴ In order to avoid the possibility that IEL might be required to compensate both Uiterwyk and the owners of the containers for their

⁴The six claims identified as possibly involving an overlap with Uiterwyk were Case No. 445, Mitra Leasing Corporation and Islamic Republic of Iran, et al.; Case No. 260, SeaCo Inc. and Islamic Republic of Iran, et al.; Case No. 490, Itel Corporation and Government of the Islamic Republic of Iran; Case No. 500, Xtra, Inc. and Government of the Islamic Republic of Iran; Case 451, CTI Container Leasing Corporation and Star Lines, et al.; and Case No. 452, Transamerica ICS Inc. (formerly Integrated Container Service Co.) and Star Lines, et al.

replacement value, the Tribunal delayed decision and retained jurisdiction over that portion of the claim. The Partial Award did not conclude that there was an overlap between the containers at issue in those six cases and those over which the Tribunal retained jurisdiction; it merely noted that there was a possibility of an overlap.

4. In the Final Award filed 8 January 1991, the Tribunal concluded that there existed no overlap between the containers at issue in the six other cases and those at issue here. Uiterwyk Corporation et al. and Government of the Islamic Republic of Iran, Award No. 502-381-1 (8 Jan. 1991) ("Final Award"). This was not a reversal of an earlier finding that such an overlap existed; rather, the Tribunal determined that the possibility of overlap had been eliminated. With regard to the Respondents' present request, the Tribunal notes that none of the containers at issue in this Case were at issue in Case No. 452, Transamerica ICS, or in Case No. 451, CTI Container Leasing Corporation, see Final Award, para 4. Because none of the containers at issue in those Cases are involved in this one, the actions in those Cases, whether a settlement or an acknowledgement that the containers involved were not at issue here, have no impact on the Tribunal's decision in the Final Award. There is, therefore, no reason to subtract any amount from the compensation due to the Claimants in this Case. Accordingly, as there has been no computational error in the Final Award, the Respondents' request is denied.

5. Finally, reading the Respondents' submission in the broadest way possible so as to include a request pursuant to Article 35(1) of the Tribunal Rules, the Tribunal notes that there is no need for an interpretation of the Final Award. The Tribunal repeatedly has held that interpretations are required under the Tribunal Rules only if the Award is ambiguous. See Ford Aerospace & Communications Corporation, et al. and The Air Force of the Islamic Republic of Iran, et al.,

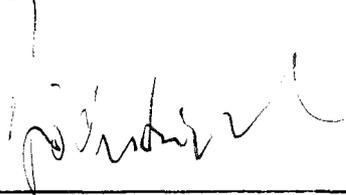
Dec.47-159-3 (2 Oct. 1986), reprinted in 12 Iran-U.S. C.T.R. P.304, and Lockheed Corporation and The Government of Iran et al., Dec.84-829-2 (19 Sept. 1988), reprinted in 19 Iran-U.S. C.T.R. p.317. The Respondents point to no ambiguity in the Final Award, and the Tribunal perceives none.

6. For the foregoing reasons,

THE TRIBUNAL DECIDES AS FOLLOWS:

The Request for Correction of the Final Award, filed by the Agent of the Government of the Islamic Republic of Iran on 8 February 1991, is hereby denied.

Dated, The Hague
17 April 1991



Karl-Heinz Böckstiegel
Chairman
Chamber One

In the Name of God

Mohsen Mostafavi



Howard M. Holtzmann