



AIMS TRIBUNAL

48-309

دیوان داری دعاری ایران - ایالات متحد

ORIGINAL DOCUMENTS IN SAFE

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Case No. 48

Date of filing: _____

** AWARD - Type of Award _____
- Date of Award _____
_____ 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: Correction To Concurring
opinion of judge Brouner

- Date _____
2 pages in English _____ pages in Farsi

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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعوی ایران - ایالات متحدہ

DUPLICATE ORIGINAL
نسخہ برابر اصل

CASE NO. 48
CHAMBER THREE
AWARD NO. 255-48-3

AMERICAN BELL INTERNATIONAL INC.,
Claimant,

and

THE ISLAMIC REPUBLIC OF IRAN,
THE MINISTRY OF DEFENSE
OF THE ISLAMIC REPUBLIC OF IRAN,
THE MINISTRY OF POST, TELEGRAPH, AND
TELEPHONE OF THE ISLAMIC REPUBLIC OF IRAN,
and
THE TELECOMMUNICATIONS COMPANY OF IRAN,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعوی ایران - ایالات متحدہ
ثبت شد - FILED	
DATE	29 SEP 1986 تاریخ
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CORRECTION TO CONCURRING OPINION OF JUDGE BROWER

The following correction is hereby made to the English version of my concurring opinion filed in this Case on 19 September 1986:

At page 4, footnote 6, line 4 and line 17, "Februay" is changed to "February".

A copy of the corrected page is attached.

Charles N. Brower
Charles N. Brower

late 1978 and early 1979 gave rise to a contractual obligation, under Articles 2.12 and 3.10 (as supplemented by Appendix 3, paragraph 2), to "negotiate an adjustment to the man/months rates" so that "[t]he Contract amount will be adjusted accordingly." Citing Kuwait and The American Independent Oil Company (Aminoil), Award of 24 March 1982 (Reuter, Sultan, Fitzmaurice, arbs.), reprinted in 21 Int'l Legal Mat'ls 976 (1982), the Award (para. 54) essays a determination of "what the parties, in the light of their intentions as reflected in the contract, would have agreed upon as the financial consequences" in order to arrive at a "reasonable compensation." In doing so the Award (para. 59) primarily proceeds "from the definition of termination costs in" the contract. Thus although the Tribunal adopts an analysis different from that proposed by Claimant, towards which I myself would have inclined,⁶ in the end it leads to nearly the same judicial task.

⁶To me the declaration of "Colonel of Headquarters, Naghi Eskandarzadeh" as "The Temporary Officer in Charge of" CEO, by letter of 11 August 1979, that Claimant's "contract is considered terminated as of . . . (10 February 1979)" accurately, and with the force of an admission binding on Respondents, describes the legal conclusion to be drawn from the events of late 1978 and early 1979, which the Tribunal has found included, at a minimum, (1) failure by Respondents to pay in excess of \$28,000,000 due for services rendered, procurements effectuated and other legitimate costs; (2) forced reductions by Respondents of Claimant's personnel from 846 to 58, i.e., by 93.1 percent, at a time when a personnel increase to 1145 within a few months had been projected; (3) commensurate forced cancellation of commercial and residential leases; (4) the departure six days following the victory of the Iranian Revolution, i.e., 16 February 1979, of Claimant's remaining personnel; and (5) consequently the hurried sale of millions of dollars of assets in Iran.

The Award's repeated emphasis on lack of a written notice of termination by any Party strikes me as overly formalistic. In fairness, however, it should be noted that the Award's perspective, and its consequent conclusion that expenses related to the departure of Claimant's last 58

(Footnote Continued)