

88-388

ORIGINAL DOCUMENTS IN SAFE

Case No. 88

Date of filing: 30 June 1989

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

\*\* DECISION - Date of Decision 30 June  
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 \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* OTHER; Nature of document: \_\_\_\_\_  
\_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

DUPLICATE  
ORIGINAL

نسخه برابر اصل

388

CASE NO. 88

CHAMBER THREE

DECISION NO. DEC 86-88-3

CONTROL DATA CORPORATION,  
CONTROL DATA MIDDLE EAST, INC.,  
Claimants,  
and

GOVERNMENT AND STATE OF THE  
ISLAMIC REPUBLIC OF IRAN, et al.,  
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	30 JUN 1989
	۱۳۶۸ / ۴ / ۹

DECISION

1. On 13 April 1989 the Agent of the Government of the Islamic Republic of Iran submitted a request for correction (the "Request") with respect to the Award on Agreed Terms filed by the Tribunal in English and in Persian on 13 March 1989 and served on the Agent of the Government of the Islamic Republic of Iran on 14 March 1989 (the "Award").

2. The Request is in three parts. It argues that: (i) the Tribunal's statement in paragraph 12(a) of the Award that the Settlement Agreement in this Case (the "Settlement Agreement") is binding on the Government and State of the Islamic Republic of Iran ("Iran"), Computer Terminals of Iran ("CTI") and Oil Services Company ("OSCO") is "incongruous with the provisions of the [Settlement] Agreement" and should be deleted; (ii) the dates of the Persian and English versions of the Award are inconsistent; and (iii) the date of the Tribunal's receipt of the telefax from the Claimants referred to in paragraph 3 of the Award is incorrect. The Request seeks a corrigendum or an application of "any other means [the Tribunal] deems appropriate."

3. As to the request for correction of paragraph 12(a) of the Award, the Tribunal notes that it is its consistent practice in cases in which Iran has been named as a respondent to consider the signature of the Agent of the Government of the Islamic Republic of Iran under a joint request for an award on agreed terms, in the absence of such signature under a settlement agreement, as a binding acceptance and ratification of the settlement agreement by Iran. See, e.g., Bruce Vernor, et al. and The Islamic Republic of Iran, Award No. 405-358-3, para. 4 (28 Dec. 1988). Furthermore, the Tribunal notes that such an interpretation is consistent with the terms of the Joint Request for an Award on Agreed Terms in the present Case, which states:

Respondents and Claimants entered into a Settlement Agreement . . . in complete, full and final settlement of all disputes, differences, claims and counterclaims now existing or capable of arising between them and against the Islamic Republic of Iran, Iranian agencies, entities, instrumentalities, organizations, institutions and in general all Iranian natural persons and legal entities named in the Statement of Claim . . . .

This interpretation is also supported by Article I(i) of the Settlement Agreement, which provides that the scope and subject matter of the Settlement Agreement is to

settle, dismiss and terminate forever and with prejudice all disputes, differences, claims, counterclaims, and matters directly or indirectly raised or capable of arising out of the contracts, transactions, occurrences, rights and interests related to the subject matter of the Case against Respondents and/or Iran, Iranian entities, instrumentalities, corporations, organizations, institutions, agencies, political subdivisions and in general all the Iranian natural persons or legal entities named in the Case.

Consequently, no incongruity between the Settlement Agreement and the Award in respect of Iran exists.

4. With respect to CTI and OSCO, the Tribunal draws the Parties' attention to page 2 of the Settlement Agreement, which reads:

For the purposes of this Agreement, each of the Respondents . . . acts not only on its own behalf but also on behalf of its Related Persons ("Related Persons" of

each of the said parties being defined to include its affiliates, predecessors, successors and assigns . . .), and the related Persons of any of Respondents . . . shall be entitled to the benefit of all rights, releases, discharges and indemnifications given to such party under the terms of this Agreement.

Article 2.01 of the agreement between Iran Electronic Industries ("IEI") and Control Data Middle East, Inc. ("CDME") creating CTI provides IEI with a 70% ownership interest in CTI with the remaining 30% owned by CDME. CTI is therefore bound by the terms of the Settlement Agreement as an affiliate of IEI, a signatory to the Settlement Agreement. Concerning OSCO, the Tribunal has previously held National Iranian Oil Company ("NIOC") to be "the de facto successor to OSCO's rights and obligations." See Oil Field of Texas, Inc. and The Government of the Islamic Republic of Iran, et al., Award No. ITL 10-43-FT, p. 23 (9 Dec. 1982), reprinted in 1 Iran-U.S. C.T.R. 347, 362. In view of the above, OSCO is bound by the terms of the Settlement Agreement as predecessor to NIOC, a signatory to the Settlement Agreement.

5. For the reasons stated in paragraphs 3 and 4 above, the Tribunal determines that no correction to paragraph 12(a) of the Award is warranted.

6. With regard to the request for correction of the date of receipt by the Tribunal of the telefax from the Claimants referred to in paragraph 3 of the Award, the Tribunal notes that it relied on the final version of the Claimants' documents which were received by the Tribunal on 6 March 1989. Accordingly, there is no error to correct.

7. In light of the conclusions drawn in paragraphs 5 and 6 above, the Tribunal need not determine whether the requests for correction referred to in parts (i) and (iii) of paragraph 2 of this Decision fall within the scope of Article 36, paragraph 1, of the Tribunal Rules.

8. As to the request for correction of allegedly inconsistent dates of the Persian and English versions of the Award, the Tribunal notes that there is no such inconsistency. The Gregorian and Persian dates in line 3 of page 7 of the Persian version of the Award have been inadvertently switched. The Tribunal notes that Article 36, paragraph 1, of the Tribunal Rules provides for the correction of "errors in computation, any clerical or typographical errors, or any errors of similar nature." The Tribunal further notes that the request for correction of the error in the Persian version of the Award falls within the scope of Article 36, paragraph 1, of the Tribunal Rules.

9. For the foregoing reasons,

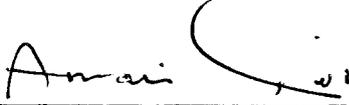
- a. Parts (i) and (iii) of the Request referred to in paragraph 2 of this Decision are hereby denied.
- b. Part (ii) of the Request referred to in paragraph 2 of this Decision is hereby granted. The correction to the Award on Agreed Terms in this Case is filed concurrently with this Decision.

Dated, The Hague,  
30 June 1989

  
\_\_\_\_\_  
Gaetano Arangio-Ruiz  
Chairman  
Chamber Three

In the name of God

  
\_\_\_\_\_  
Richard C. Allison

  
\_\_\_\_\_  
Parviz Ansari Moin  
Concurring