

ORIGIN

942-56

942-06

Case No.

942

Date of filing:

8 July 85

** AWARD

- Type of Award

Agreed terms

- Date of Award

8-7-85

3

pages in English

+ exhibits

3

pages in Farsi

** DECISION - Date of Decision

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** CONCURRING OPINION of

- Date

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** SEPARATE OPINION of

- Date

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** DISSENTING OPINION of

- Date

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** OTHER; Nature of document:

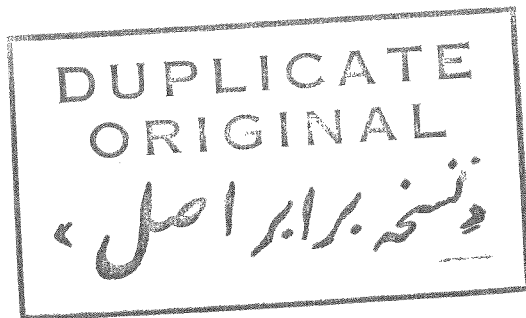
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IRAN-UNITED STATES CLAIMS TRIBUNAL

دیوان داوری دعاوی ایران - ایالات متحدہ



CASE NO. 942

CHAMBER TWO

AWARD NO. 181-942-2

HAFEZ GLAZIERY and GLASS
CUTTING SHOP owned by
MR. ALI AZODI FAZA,

Claimant,

and

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحده
ثبت شد - FILED	
Date	8 JUL 1985 ۱۳۶۴ / ۴ / ۱۷
No.	942

THE GOVERNMENT OF THE
UNITED STATES OF AMERICA,

Respondent.

AWARD ON AGREED TERMS

The Claimant, the Government of the Islamic Republic of Iran on behalf of and for the benefit of HAFEZ GLAZIERY AND GLASS CUTTING SHOP owned by MR. ALI AZODI FASA (hereinafter referred to as "Claimant") and the Respondent THE GOVERNMENT OF THE UNITED STATES OF AMERICA (hereinafter referred to as "Respondent") have entered into a Settlement Agreement dated 10 May 1985, resolving the matters in dispute between them, whereby it is agreed, inter alia, that the Respondent shall pay the Claimant the amount of Rials 423,911 and that the Claimant and the Respondent shall thereupon withdraw and terminate all claims and counterclaims in connection with this case.

On 10 May 1985, a Request from the Parties was filed, signed on the one hand by the Agent of the Government of the Islamic Republic of Iran, and on the other hand, by the Agent of the Government of the United States of America, for an Arbitral Award on Agreed Terms to be rendered, recording and giving effect to the Settlement Agreement pursuant to Article 34(1) of the Tribunal Rules. The Settlement Agreement together with the Joint Request are attached hereto.

The Tribunal has satisfied itself that it has jurisdiction in this matter within the terms of the Declaration of the Government of the Democratic and Popular Republic of Algeria Concerning the Settlement of Claims by the Government of the United States of America and the Islamic Republic of Iran of 19 January 1981.

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

Based on the foregoing reasons,

THE TRIBUNAL AWARDS AS FOLLOWS:

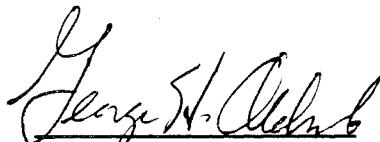
The Settlement Agreement filed with the Joint Request is hereby recorded as an Award on Agreed Terms, binding on the Parties, in full settlement of the entire Case. Consequently, the Respondent the GOVERNMENT OF THE UNITED STATES OF AMERICA shall pay to the Claimant HAFEZ GLAZIERY AND GLASS CUTTING SHOP the amount of Four Hundred and Twenty Three Thousand, Nine Hundred and Eleven Rials (Rials 423,911), which obligation, as provided in the Settlement Agreement, shall be satisfied by payment out of the existing Rial Account held on behalf of the United States of America by the Embassy of Switzerland (U.S. Interests Section) in Tehran.

Dated, The Hague

8 July 1985



Robert Briner
Chairman



George H. Aldrich

In the name of God,



Hamid Bahrami-Ahmadi

IRAN - UNITED STATES CLAIMS TRIBUNAL	دادگاه داری و داری ایران - ایالات متحده
ثبت شد - FILED	
Date ۱۳۶۴ / ۲ / ۲۰	
10 MAY 1985	
942	

BEFORE THE
IRAN - UNITED STATES CLAIMS TRIBUNAL

The Hague
The Netherlands

The Government of the Islamic Republic)
of Iran, on behalf of and for the
benefit of)

Hafez Glaziery and Glass Cutting Shop,)
owned by Mr. Ali Azodi Fasa,)
Claimant,)
and)

The Government of the United States)
of America,)
Respondent.)

Claim No. 942
Chamber 2

JOINT REQUEST FOR AWARD ON AGREED TERMS

Pursuant to Article 34(1) of the Tribunal Rules of Procedure, the Government of the Islamic Republic of Iran, on behalf of and for the benefit of Hafez Glaziery and Glass Cutting Shop owned by Mr. Ali Azodi Fasa (Hafez Glaziery), claimant, and the Government of the United States of America (United States), respondent, jointly request the Tribunal to enter an award on agreed terms recording and giving effect to the settlement agreement reached by the parties.

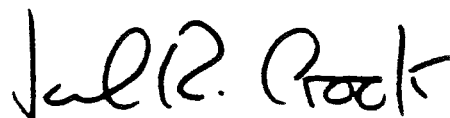
The United States and Hafez Glaziery have entered into a Settlement Agreement, a copy of which is attached hereto. The Agreement provides that the United States will pay Hafez Glaziery the amount of Rials 423,911 in full and final satisfaction of all claims and counterclaims arising in connection with this case.

The undersigned request the Tribunal to record the Settlement Agreement as an award on agreed terms.

In the Name of God



Mohammad K. Eshragh,
Agent of the Government of
the Islamic Republic of Iran



John R. Crook,
Agent of the Government of
the United States of America

SETTLEMENT AGREEMENT

This Agreement is made this 10th day of May, 1985, between the Government of the United States of America ("United States") and Hafez Glaziery and Glass Cutting Shop owned by Mr. Ali Azodi Fasa ("Hafez Glaziery").

Whereas Hafez Glaziery has filed a claim with the with the Iran - United States Claims Tribunal ("Tribunal") docketed as Case No. 942; and

Whereas the parties to this Agreement wish to settle this claim;

Therefore, the parties to this agreement agree to settle this claim in accordance with the terms and conditions set forth below.

Article 1. Scope of this Agreement

A. This Settlement Agreement is for the sole purpose of settling the commercial dispute at issue in Case No. 942. Nothing in this Settlement Agreement shall be construed as relevant to or to affect in any way any argument the United States has raised, or may raise, concerning the jurisdiction of the Tribunal over disputes concerning the diplomatic or consular property of either the United States or Iran.

B. Further, nothing in this Settlement Agreement, including the releases set forth in Article 3 hereof, shall constitute or be construed as waiver of, or release from, or affect in any way, ~~any claim or counterclaim the United States (as defined in Art. VII(4) of the Claims Settlement Declaration) has or may in the future have against Iran (as defined in Art. VII(3) of the Claims Settlement Declaration).~~

Article 2. Payment

A. In full and final settlement of all claims arising or capable of arising in connection with Case No. 942, including any claims for costs, attorneys' fees or other costs associated with the preparation or prosecution of this claim, the United States will pay Hafez Glaziery the sum of Rials 423,911 ("Settlement Amount").

B. Payment of the Settlement Amount shall be made from the existing Rial Account held on behalf of the United States by the Embassy of Switzerland (U.S. Interests Section) in Tehran. Promptly upon the filing by the Tribunal of the Settlement Agreement in this case, the United States shall give instructions for the prompt payment of the Settlement Amount to the Bureau of International Legal Services (BILS) Account Number 40036 in the Central Bank of Iran in Tehran.

UNITED STATES CLAIMS TRIBUNAL		دادگاه ادعای و جبران ایران - ایالات متحده	
ثبت شد - FILED			
Date	۱۳۶۴ / ۲ / ۲۰		تاریخ
10 MAY 1985			
No.	۱۳۶۴ / ۲ / ۲۰		شماره

Article 3. Release and Termination of Proceedings

A. Payment of the Settlement Amount as specified in Article 2.8. above shall terminate the proceedings in Case No. 942 and shall extinguish all claims and counterclaims arising or capable of arising in connection with this case.

B. Upon full and final payment of the Settlement Amount as specified, Hafez Glazieri and the United States shall, for themselves and their affiliates, subsidiaries, agencies, instrumentalities, directors, officers and employees (whether real or juridical persons), and their successors or assignees, by this Agreement release and forever discharge each other from any and all liability that they ever had, now have, or hereafter may have arising or capable of arising out of the contracts, transactions or occurrences which are the subject matter of this case.

C. The releases set forth in this Agreement are self-executing upon full and final payment of the Settlement Amount specified above.

D. Should any claims be pending or filed by a third party in any court or forum against either of the parties hereto based on any assignment or transfer of rights of any kind from one of the parties hereto, the party who has effected or caused such assignment or transfer of rights shall be exclusively liable to such third party.

Article 4. Validity

A. The terms and conditions set forth herein constitute the entire agreement between the parties concerning the subject matter of this agreement. This Agreement is valid only in its entirety. None of the terms or provisions of this Agreement may be interpreted separately. This Agreement may be amended only by written agreement signed by both parties.

B. If the Tribunal does not record this settlement as an award on agreed terms within 90 days of filing of this Settlement Agreement, or if the Settlement Amount is not paid within 60 days of the filing of the Settlement Agreement, either party may withdraw this Settlement Agreement and this Agreement shall not prejudice the United States or Hafez Glazieri in future proceedings in this case. M.K. E

C. This Agreement has been executed in both Farsi and English and each text shall be equally valid.

Article 5. Authority

The representatives of the parties hereto expressly declare that they are duly empowered to sign this Agreement and their signatures will commit their respective principals to fulfillment of their obligations under this Agreement without any limitations except as may otherwise be contained in this Settlement Agreement.

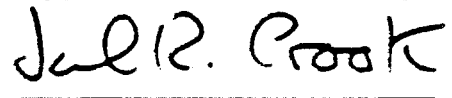
In witness whereof, the parties hereto have executed and delivered this Agreement.

For Hafez Glaziery:



Mohammad K. Eshragh
Agent of the Government
of the Islamic Republic of
Iran
Iran-U.S. Claims Tribunal

For the United States:



John R. Crook
Agent of the Government
of the United States of
America
Iran-U.S. Claims Tribunal