



ORIGINAL DOCUMENTS IN SAFE

Case No. 142

Date of filing: 15 Nov. 1983

\*\* AWARD - Type of Award ON AGREED TERMS  
- Date of Award 15 NOV 83  
4 pages in English 3 pages in Farsi

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

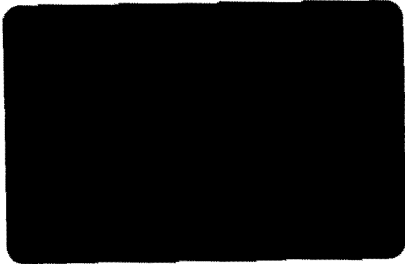
\*\* CONCURRING OPINION of \_\_\_\_\_  
- Date \_\_\_\_\_  
\_\_\_\_\_ pages in English \_\_\_\_\_ pages in Farsi

\*\* 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»



CASE NO. 142

CHAMBER THREE

AWARD NO. 84-142-3

AMERICAN MOTORS CORPORATION and  
JEEP CORPORATION,

Claimants,

and

ISLAMIC REPUBLIC OF IRAN,  
SHERKATE SAHAMI JEEP  
COMPANY, BANK DARIUSH  
and BANK MELLAT,

Respondents.

IRAN UNITED STATES  
 CLAIMS TRIBUNAL  
 دادگاه داری داری  
 ایران - ایالات متحدہ  
 FILED - ثبت شد  
 Date ۱۳۴۲ / ۸ / ۲۴  
 15 NOV 1983  
 No. 142

AWARD ON AGREED TERMS

On 16 September 1983, the Parties in this case caused to be filed with the Tribunal an undated settlement agreement entitled "Article 34.1 Request for Arbitral Award on Agreed Terms". The settlement agreement is signed on behalf of all Parties to this case. This agreement provides that it constitutes a full settlement of all claims and counter-claims in this case. In the settlement agreement, Respondent SHERKATE SHAHAMI JEEP COMPANY agrees to pay to Claimant JEEP CORPORATION the sum of U.S. \$2,000,000. The Parties also agree that, in order to complete the arrangement agreed to in a Contract dated 23 July 1979, Jeep Corporation shall supply to said Respondent certain vehicles ("CKD vehicles") against a letter or letters of credit acknowledged by Jeep Corporation to have been delivered to it.

The settlement agreement includes the request of the Parties that the Tribunal accept and record the settlement as an award on agreed terms pursuant to Article 34(1) of the Tribunal Rules and that the payment agreed upon be made out of the Security Account established pursuant to Paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981. The settlement agreement further stipulates, however, in paragraph 2, that "the Tribunal shall not instruct the Central Bank of Algeria to release the said Two Million United States Dollars (U.S. \$ 2,000,000.00) until either [the Agent of the United States or the Agent of the Islamic Republic of Iran] has notified the Tribunal that they (or either of them) have received notification for [sic] the bank, acting

as correspondent to the Central Bank of Iran for the aforesaid Letter of credit or letters of credit, that said correspondent bank has received a copy of documents evidencing the fact that the CKD vehicles specified in this paragraph 2 have been shipped to [Sherkate Sahami Jeep Company]". A copy of the settlement agreement is attached hereto.

The Tribunal notes that the participation in the settlement agreement of Respondent BANK MELLAT is effective both for itself and for the former BANK DARIUSH, to which BANK MELLAT is the legal successor. The Tribunal also notes that a second settlement agreement, dated 28 April 1983, was also filed on 16 September 1983, but that the Tribunal has not been requested to take any action with regard to this second agreement.

The Tribunal finds that an Award on Agreed Terms may be issued upon the submissions before it, in accordance with Article 34 of the Tribunal Rules and the standards applicable thereto.

THEREFORE, THE TRIBUNAL AWARDS AS FOLLOWS:


The settlement agreement attached hereto is hereby recorded as an Award on Agreed Terms, binding upon the Parties.


Respondent SHERKATE SAHAMI JEEP COMPANY shall pay to Claimant JEEP CORPORATION the sum of Two Million United States Dollars (U.S. \$2,000,000.00).

Such payment shall be made out of the Security Account established pursuant to paragraph 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria dated 19 January 1981.


This Award is hereby submitted to the President of the Tribunal who may transmit notification of the Award to the Escrow Agent upon the filing with the Tribunal by either the Agent of the United States or the Agent of the Islamic Republic of Iran of a notice stating that he has received notification from the bank which is acting as correspondent to the Central Bank of Iran for the letter of credit or letters of credit specified in paragraph 2 of the settlement agreement that said correspondent bank has received a copy of documents evidencing the fact that the CKD vehicles specified in that same paragraph have been shipped to Respondent SHERKATE SAHAMI JEEP COMPANY.

Dated, The Hague  
15 November 1983

  
\_\_\_\_\_  
Judge Mangård  
Chairman  
Chamber Three

  
\_\_\_\_\_  
Richard M. Mosk  
Concurring

In the Name of God,

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



IRAN-UNITED STATES CLAIMS TRIBUNAL  
Peace Palace  
The Hague, Netherlands

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری داری ایران - ایالات متحده
FILED - ثبت شد	
No. 142	شماره
Date 16 SEP 1983	تاریخ
۱۳۶۲ / ۹ / ۲۵	

AMERICAN MOTORS CORPORATION and  
JEEP CORPORATION,  
  
Claimants,  
  
v.  
  
ISLAMIC REPUBLIC OF IRAN,  
SHERKATE SHAMAI JEEP COMPANY,  
BANK DARIUSH and BANK MELLAT,  
  
Respondents.

Claim No. 142  
Chamber No. 3

ARTICLE 34.1 REQUEST FOR  
ARBITRAL AWARD ON AGREED TERMS

Pursuant to Article 34.1 of the Tribunal's Rules, the Claimants and Respondents in the above-captioned matter hereby submit the following Settlement to the Tribunal and request (1) that the said Settlement be entered and recorded as an award on agreed terms and (2) that the Tribunal order payment to Claimants of the amount of Two Million United States Dollars (U.S. \$2,000,000) out of the Security Account established pursuant to the Declaration of the Government of the Democratic and Popular Republic of Algeria ("Security Account") in accordance with the said Settlement:

Settlement

This Settlement, made by and between American Motors Corporation (AMC) and Jeep Corporation, of the one part (hereinafter Claimants) and Sherkate Sahami Jeep Company, also known as

Jeep Company Limited (SSJ), the Bank Mellat and the Islamic Republic of Iran, of the other part (hereinafter Respondents),

WITNESSETH:

WHEREAS, AMC and Jeep Corp. have filed with the Iran - United States Claims Tribunal (the "Tribunal") an Amended Statement of Claim setting forth certain claims against Respondents; and

WHEREAS, SSJ has filed with the Tribunal a Statement of Counterclaim setting forth certain counterclaims against Claimants; and

WHEREAS, the parties wish to settle their aforesaid claims and counterclaims amicably;

NOW THEREFORE, it is agreed as follows:

1. SSJ agrees to pay to Jeep Corporation the sum of Two Million United States Dollars (U.S. \$2,000,000.00). This amount shall be payable out of the Security Account.
2. In order to complete the existing contractual arrangements (Contract dated July 23, 1979), Jeep Corporation will supply and SSJ will accept delivery of 528 CJ-5 vehicles and 720 Station Wagons, 1983 model year, in knock-down (CKD) form at 1980 per unit prices as shown below. It is understood that CKD components content levels are at the content levels established between SSJ and Jeep Corporation for 1980 models.

<u>Per Unit Prices</u>	<u>CJ-5</u>	<u>Stat. Wagon</u>
CKD Vehicles and Options ex plant unboxed	\$ 3,901	\$ 5,279
Quantity	528	720
<u>Total Price Ex Plant Unboxed</u>	<u>\$2,059,728</u>	<u>\$3,800,880</u>

Jeep Corporation acknowledges that SSJ has caused to be delivered to Jeep Corporation, prior to the implementation of this Settlement and as a condition thereto, a letter or letters of credit to effect payment for these vehicles. Counsel for Claimants and for Respondents shall, upon full signing of this Settlement, transmit to their respective national Agents at this Tribunal a copy of this Settlement. The Agents shall file said copies with the Tribunal. The Tribunal shall hold said copies and shall not instruct the Central Bank of Algeria to release the said Two Million United States Dollars (U.S. \$2,000,000.00) until either Agent has notified the Tribunal that they (or either of them) have received notification for the bank, acting as correspondent to the Central Bank of Iran for the aforesaid Letter of credit or letters of credit, that said correspondent bank has received a copy of documents evidencing the fact that the CKD vehicles specified in this paragraph 2 have been shipped to SSJ. Upon receiving such notification, the Tribunal will issue to the Central Bank of Algeria an order to release the \$2 million payment to the Claimants.

3. The obligations undertaken by SSJ and Jeep Corporation herein are entered into by way of full settlement of Claimants'

R



claims against Respondents and Respondents' counter claims against Claimants in Case No. 142. This settlement operates between and binds only Claimants and Respondents and is without prejudice to rights or claims which have been or may be asserted by any person other than the parties hereto.

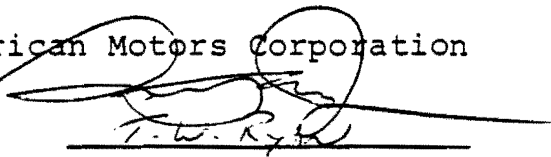
4. Each party shall be responsible for its own costs and fees of this proceeding, and neither party shall have a claim against the other for such costs and fees.

IN WITNESS WHEREOF, the parties hereto have caused this Settlement to be executed by their duly authorized officers or representatives.

AGREED:

American Motors Corporation

By:



Title: Director - Finance

Sherkate Sahami Jeep Company

By:

MOHAMMAD REZA YAZDANI KHERAMI

Title: MANAGING DIRECTOR

Jeep Corporation

By:

\_\_\_\_\_

Title: \_\_\_\_\_

The Bank Mellat

By:

ADEL GHOMRI

Title: AUTHORIZED REPRESENTATIVE

The Islamic Republic of Iran

By:

\_\_\_\_\_

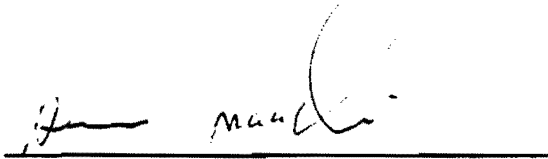
Title:

\_\_\_\_\_

WHEREFORE, Claimants and Respondents respectfully request that the above Settlement be entered as an arbitral award on

agreed terms and the Tribunal order payment to Claimants of the amount of Two Million United States Dollars (\$2,000,000.00) out of the Security Account as herein specified.

Respectfully submitted,

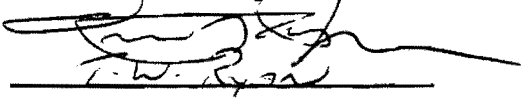
  
\_\_\_\_\_  
Attorney for Respondents

\_\_\_\_\_  
Attorney for Claimants

This Settlement pursuant Article 34.1 Request for Arbitral Award on Agreed Terms is subject to ratification:

American Motors Corporation

Sherkate Sahami Jeep Company

By:   
\_\_\_\_\_

By: MICHAHAMAD REZA YAZDANI KHORAMI

Title: Director - Finance

Title: MANAGING DIRECTOR

Jeep Corporation

The Bank Mellat

By: \_\_\_\_\_

By: ADEL GHOMRI

Title: \_\_\_\_\_

Title: AUTHORIZED REPRESENTATIVE

The Islamic Republic of Iran

By: \_\_\_\_\_

Title: \_\_\_\_\_