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IRAN - UNITED STATES CLAIMS TRIBUNAL

دادگاه داوری دعاوی ایران - ایالات متحده

ORIGINAL DOCUMENTS IN SAFE

Case No. 153

Date of filing 5 May 1983

☒ AWARD. Date of Award 5 May 1983

5 pages in English. 4 pages in Farsi.

Attachment

☐ DECISION. Date of Decision \_\_\_\_\_

\_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ ORDER. Date of Order \_\_\_\_\_

\_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ CONCURRING OPINION of \_\_\_\_\_

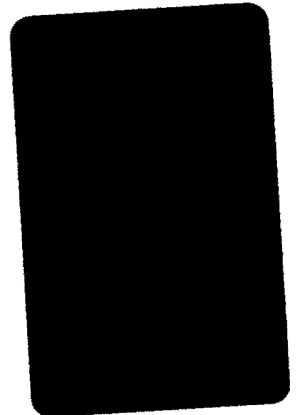
Date \_\_\_\_\_ pages in English. \_\_\_\_\_ pages in Farsi.

☐ 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	دادگاه داوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	۱۳۶۲ / ۲ / ۱۵
5 MAY 1983	
No.	151-152-153

۱۵۱-۱۵۲-۱۵۳

CHAMBER THREE

CASE NOS. 151, 152, 153

AWARD NO. 44-151, 152, 153-3

DUPLICATE  
ORIGINAL

نسخه برابر اصل

AWARD ON AGREED TERMS

ESSO AFRICA INC.,

Claimant,

and

TOWLID ROWGHAN REFINING (PUBLIC)  
COMPANY, BANK MARKAZI IRAN, and  
THE GOVERNMENT OF IRAN,

Respondents.

CASE NO. 151



ESSO EUROPE SUPPLY COMPANY INC.,

Claimant,

and

TOWLID ROWGHAN REFINING (PUBLIC)  
COMPANY, BANK MARKAZI IRAN, and  
THE GOVERNMENT OF IRAN,

Respondents.

CASE NO. 152

ESSO AFRICA INC., ESSO MIDDLE EAST  
MARKETING INC., and ESSO STANDARD  
(NEAR EAST) , INC.,

CASE NO. 153

Claimants,

and

TOWLID ROWGHAN REFINING (PUBLIC)  
COMPANY, BONYAD-E MOSTAZ'AFAN,  
FINANCIAL ORGANIZATION FOR  
DEVELOPMENT OF OWNERSHIP OF  
PRODUCING UNITS, NATIONAL  
INVESTMENT CORPORATION OF IRAN,  
BANK MARKAZI IRAN, and THE  
GOVERNMENT OF IRAN,

Respondents.

AWARD ON AGREED TERMS

Representatives:

For the Claimants:      Mr. Charles A. Beach  
                             Mr. George Th. Foundethakis  
                             Mr. Kamal Sehwawy

For the Respondents:    Mr. A. Bashiri

Claimant ESSO AFRICA INC. filed with the Tribunal on 14 December 1981 a Statement of Claim against Respondents TOWLID ROWGHAN REFINING (PUBLIC) COMPANY, BANK MARKAZI IRAN, and THE GOVERNMENT OF IRAN (Case No. 151).

Claimant ESSO EUROPE SUPPLY COMPANY INC. filed on 14 December 1981 a Statement of Claim against Respondents TOWLID ROWGHAN REFINING (PUBLIC) COMPANY, BANK MARKAZI IRAN, and THE GOVERNMENT OF IRAN (Case No. 152).

Claimant ESSO AFRICA INC., ESSO MIDDLE EAST MARKETING INC., and ESSO STANDARD (NEAR EAST) INC. filed on 14 December 1981 a Statement of Claim against Respondents TOWLID ROWGHAN REFINING (PUBLIC) COMPANY, BONYAD-E MOSTAZ'AFAN, FINANCIAL ORGANIZATION FOR DEVELOPMENT OF OWNERSHIP OF PRODUCING UNITS, NATIONAL INVESTMENT CORPORATION OF IRAN, BANK MARKAZI IRAN, and THE GOVERNMENT OF IRAN (Case No. 153).

Respondents filed Statements of Defence in the above cases. Counterclaims were also filed.

On 29 April 1983, the Claimants and Respondents filed a Joint Request for Arbitral Award on Agreed Terms in accordance with a Settlement Agreement dated 29 April 1983, "in complete and final settlement of all claims, disputes and counterclaims now existing or capable of arising in connection with case Nos. 151, 152 and 153" (see the first paragraph of the Settlement Agreement).

A copy of the Joint Request and the Settlement Agreement is attached hereto.

The Tribunal has decided to consolidate the above cases for purposes of a joint award in accordance with the request of the parties.

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.

Based on the foregoing,

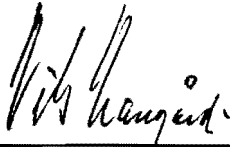
THE TRIBUNAL AWARDS AS FOLLOWS:

The settlement is hereby recorded as an Award on Agreed Terms, binding on the Parties. Consequently, Respondents shall pay to Claimants, ESSO AFRICA INC., ESSO EUROPE SUPPLY COMPANY INC., ESSO MIDDLE EAST MARKETING INC., and ESSO STANDARD (NEAR EAST) INC., jointly Five Million Four Hundred Thousand U.S. Dollars (U.S. \$5,400,000).

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 for notification to the Escrow Agent.

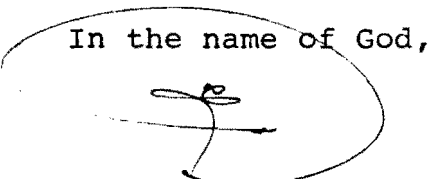
Dated, The Hague  
05 May 1983



Nils Mangard  
Chairman  
Chamber Three

  
Richard M. Mosk

In the name of God,

  
M. Jahangir Sani

ثبت شد - FILED

Date

۱۳۶۲ / ۱۱ / ۹  
29 APR 1983

No.

153

IRAN-UNITED STATES CLAIMS TRIBUNAL

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Claim of	:	
ESSO AFRICA INC.	:	
-	:	
-against-	:	Case No. 151
TOWLID ROWGHAN REFINING	:	Chamber No. 3
(PUBLIC) COMPANY,	:	
BANK MARKAZI IRAN, and	:	
THE GOVERNMENT OF IRAN.	:	
-----x	:	
Claim of	:	
ESSO EUROPE SUPPLY COMPANY INC.	:	
-	:	
-against-	:	Case No. 152
TOWLID ROWGHAN REFINING	:	Chamber No. 3
(PUBLIC) COMPANY,	:	
BANK MARKAZI IRAN, and	:	
THE GOVERNMENT OF IRAN.	:	
-----x	:	
Claim of	:	
ESSO AFRICA INC.,	:	
ESSO MIDDLE EAST MARKETING INC., and	:	
ESSO STANDARD (NEAR EAST), INC.	:	
-	:	
-against-	:	Case No. 153
TOWLID ROWGHAN REFINING	:	Chamber No. 3
(PUBLIC) COMPANY,	:	
BONYAD-E MOSTAZ'AFAN,	:	
FINANCIAL ORGANIZATION FOR DEVELOPMENT	:	
OF OWNERSHIP OF PRODUCING UNITS,	:	
NATIONAL INVESTMENT CORPORATION OF IRAN,	:	
BANK MARKAZI IRAN, and	:	
THE GOVERNMENT OF IRAN.	:	
-----x	:	

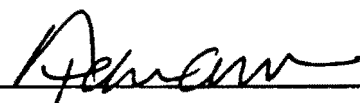
Joint Request for Arbitral Award on Agreed Terms


1) As a result of negotiations, the representatives of the Claimants and Respondents to Cases Nos. 151, 152 and 153 have entered into a Settlement Agreement dated as of April 29, 1983 terminating all of the claims and counterclaims raised or which could have been raised by them in Claims 151, 152 and 153. A copy of the Settlement Agreement is annexed hereto.

2) Pursuant to Article 34 (1) of the Provisionally Adopted Tribunal Rules (March 10, 1983), the Claimants and Respondents to Cases Nos. 151, 152 and 153 hereby jointly submit the Settlement Agreement to the Tribunal and request the Tribunal to (a) record the Settlement Agreement as an arbitral award on agreed terms and (b) direct that full payment be made to the Claimants jointly out of the Security Account created pursuant to Section 7 of the Declaration of the Government of the Democratic and Popular Republic of Algeria, dated January 19, 1981.

Claimants in Cases Nos.  
151, 152 and 153

Respondents in Cases Nos.  
151, 152 and 153

By   
K. Sehwawy  
Representative of the  
Claimants in Cases Nos.  
151, 152 and 153

By   
A. Bashiri  
Representative of the  
Respondents in Cases Nos.  
151, 152 and 153



## SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into this 29th day of April 1983, between the Representative of the Claimants in Cases 151, 152 and 153 before the Iran-United States Claims Tribunal (hereinafter "Claimants"), on the one hand, and the Representative of the Respondents in said Cases 151, 152 and 153 (hereinafter "Respondents"), on the other hand, in complete and final settlement of all claims, disputes and counterclaims now existing or capable of arising in connection with these Cases.

### ARTICLE ONE:

"Claimants" and "Respondents" agree to submit this Settlement Agreement to the Iran-United States Claims Tribunal to be recorded as an arbitral award on agreed terms.

### ARTICLE TWO:

- (i) In consideration of the settlement of all their differences as specified in the Statements of Claim and Statements of Defence submitted in Cases Nos. 151, 152 and 153 to the Iran-United States Claims Tribunal, Claimants shall be paid the sum of Five Million Four Hundred Thousand United States Dollars (U.S.\$ 5,400,000).
- (ii) It is agreed that 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 January 19, 1981.

### ARTICLE THREE:

Upon payment of the above-mentioned sum, the Claimants and the Respondents shall be barred





from continuing with any proceedings before the Iran-United States Claims Tribunal or any other forum, including any court in the United States of America or the Islamic Republic of Iran, in relation to the claims or counterclaims in Cases Nos. 151, 152 and 153.

ARTICLE FOUR:

Upon payment of the above-mentioned sum, the Lubricating Oils Licencing Agreement, the addendum and the amendment thereto (copies of which are attached to the Statement of Claim in Case No. 152) and/or any other agreement made between any of the Claimants and any of the Respondents, shall be terminated. Claimants or Respondents and their successors and assigns and transferees, should there be any, shall have no right to make claims against each other or each others successors and assigns or each others directors, officers and employees based on any rights or obligations, past, present or future thereunder, and/or in connection with the shares of Claimants in Towlid Rowghan and/or any other matter related to Cases 151, 152 and 153 and/or any other past dealings. Should there have been any claims asserted or proceedings instituted before this or any other forum by a third-party claiming an assignment or transfer of rights of any kind, the party in violation of such prohibition past or present shall be exclusively liable to the third-party.

ARTICLE FIVE:

Upon payment of the above-mentioned sum, all title, rights and interests of the Claimants to their shares in Towlid Rowghan including property rights, rights of ownership, dividends



not received by the Claimants (declared or undeclared), and any other rights or interests acquired as a result of holding such shares whether such rights or obligations have been acquired or granted by law, the Articles of Association of Towlid Rowghan, or in any other way, shall be transferred to the Government of the Islamic Republic of Iran, so as to represent the total divestment of the Claimants' rights and interest in Towlid Rowghan. The Claimant shall provide for delivery to the Government of the Islamic Republic of Iran of the instruments of legal transfer as may be necessary to accomplish the foregoing. Any taxes or fees imposed on the payment referred to in Article Two or the transfer of shares and dividends referred to in this Article outside of the Islamic Republic of Iran shall be borne by the Claimants. Any such taxes or fees imposed in the Islamic Republic of Iran shall be borne by the Respondents.

ARTICLE SIX:

The releases contained in Articles Three and Four and the transfer of shares and dividends referred to in Article Five are self-executing upon the payment to the Claimants of the sum set forth in Article Two. No further document need therefore to be executed in those regards.

ARTICLE SEVEN:

Upon payment of the above-mentioned sum, the Claimants and Respondents in Cases Nos. 151, 152 and 153 agree to waive any and all claims for costs (including attorneys' fees) arising out of or related to the arbitration, prosecution, or defence of the claims or counterclaims asserted (or which might have



been asserted) before the Iran-United States Claims Tribunal, or elsewhere, with respect to matters involved in those Cases.

ARTICLE EIGHT:

Claimants and Respondents agree to treat this document as confidential and to give copies only to those persons within the Government of the Islamic Republic of Iran and the United States of America and others who have a need for access to such copies and further to request those persons to treat those copies as confidential.

ARTICLE NINE:


It is understood that this Settlement Agreement is made out in a spirit of private settlement of disputes and that it shall not affect any position of Claimants or Respondents in any matter other than Cases Nos. 151, 152 and 153. Claimants and Respondents further agree that they shall not use, or cause any third-party to use, this Settlement Agreement in the prosecution or defence of any other case before the Iran-United States Claims Tribunal.

Signed and executed in The Hague, The Netherlands, on this 29th day of April, 1983.

For the Claimants

For the Respondents

By:

  
K. Sehwawy

By:

  
A. Bashiri