

CASE NO. 174
CHAMBER ONE
AWARD NO. 201-174-1

HOUSING AND URBAN SERVICES
INTERNATIONAL, INC.,
Claimant,
and
THE GOVERNMENT OF THE ISLAMIC
REPUBLIC OF IRAN,
TEHRAN REDEVELOPMENT CORPORATION,
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داوری دعاوی ایران - ایالات متحده
FILED - ثبت شد	
Date 18 DEC 1985	تاریخ ۱۳۶۴ / ۹ / ۲۴
No. 174	کد

CORRECTION TO AWARD

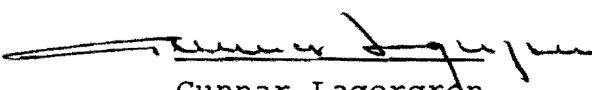
The following should be added to the top of page 28 of the English text of the Award in this case:

"As the Parties and both Governments to some extent acknowledge, HAUS may not claim for the full amount of the payments allegedly ... "

A corrected copy of page 28 is attached.

Dated, The Hague
18 December 1985

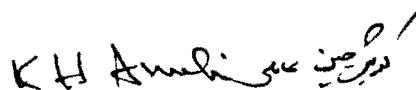
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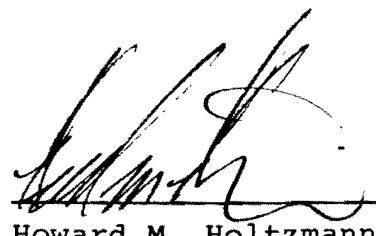
Gunnar Lagergren

Chairman
Chamber One

In the name of God



Koorosh-Hossein Ameli



Howard M. Holtzmann

As the Parties and both Governments to some extent acknowledge, HAUS may not claim for the full amount of the payments allegedly due. The Claimant itself has argued that if a partnership was found to have been formed, "HAUS' recovery might then be limited to its proportionate interest, which was 85%." Moreover, the sources already cited -- all of which permitted the claimant partner to claim only his pro rata share -- indicate that there is widespread agreement that, where claims of individual partners for their personal interest are allowed, those claims are limited to the extent of such interest.

The Tribunal thus has jurisdiction over that part of HAUS' claim that represents 85% of the amounts due under the Architect's Agreement.

d) The "choice of forum" clause

TRC asserts that the clause in the Architect's Agreement which provides that disputes be referred to arbitration and the clause providing that the Agreement is governed by Iranian law exclude this claim from the Tribunal's jurisdiction. These two clauses do not, however, specifically provide that any disputes thereunder shall be within the sole jurisdiction of the competent Iranian courts. Therefore, under the Claims Settlement Declaration, the Tribunal is not prevented by these clauses from asserting jurisdiction over the claims arising from the Architect's Agreement.

e) Claims that are not "outstanding"

With regard to one part of the claim the question arises as to whether it was "outstanding" on 19 January 1981 within the meaning of Article II, paragraph 1, of the Claims Settlement Declaration. Although the Parties have not addressed this question, the Tribunal must always be satisfied that it has jurisdiction, and therefore examines the issue now.

It will be recalled that the Architect's Agreement provided that the final payment, consisting of 10% of the fee, was not due