

181-156

181-107

CLAIMS TRIBUNAL

156  
دیوان داری دعاوی ایران - ایالات متحدہ

ORIGINAL DOCUMENTS IN SAFE

Case No. 181

Date of filing: 12. Mar 87

**\*\* AWARD**

- Type of Award Correction

- Date of Award 11. Mar 87

2 pages in English

2 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

BECHTEL, INC.,  
BECHTEL PETROLEUM, INC.,  
BECHTEL INTERNATIONAL, INC.,  
OVERSEAS BECHTEL, INC.,  
AMERICAN BECHTEL, INC.,  
BECHTEL POWER CORPORATION,  
Claimants,  
and

THE GOVERNMENT OF THE ISLAMIC  
REPUBLIC OF IRAN,  
INDUSTRIAL DEVELOPMENT AND  
RENOVATION ORGANIZATION,  
IRAN ENGINEERING AND CONSTRUCTORS,  
Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه دآوری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date	12 MAR 1987 ۱۳۶۵ / ۱۲ / ۲۱
No.	181

CORRECTION TO AWARD

The following correction is hereby made to the Award in this Case:

Page 18, paragraph 51, lines 11 and 12 should read

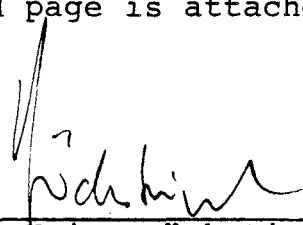
"Article 719 of the Iranian Civil Procedure Code"

instead of

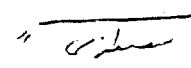
"Article 719 of the Iranian Civil Code".

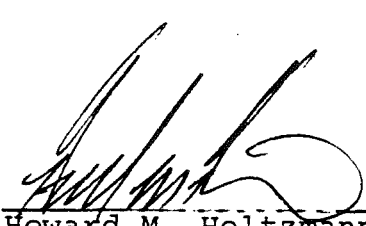
A copy of the corrected page is attached.

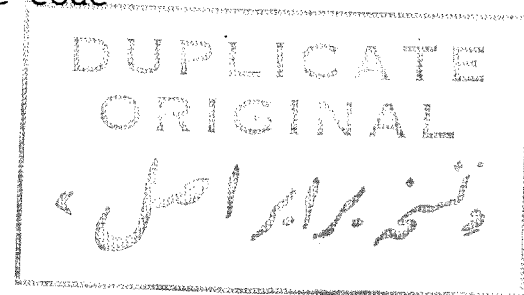
Dated, The Hague  
11 March 1987

  
Karl-Heinz Böckstiegel  
Chairman  
Chamber One

In the Name of God

  
Mohsen Mostafavi

  
Howard M. Holtzmann



concludes that OBI rendered the contractually required services.

49. The Respondents contend that the services were not for IEC, but rather for another company, and any claim under the Agreement would thus have to be made against that company. However, while the Claimants acknowledge the exercise by another company of ultimate direction of the project, it is clear from the Agreement that the party with which OBI contracted for the services in question was IEC.

50. OBI submitted its final invoice together with a summary of the total amount due of \$40,650.51 to IEC on 20 June 1979. This amount has not been paid. The Claimants have demonstrated to the Tribunal's satisfaction that the payment provisions of the Agreement were not, as the Respondents argue, unfair. Absent any other objection to the amount claimed, the Tribunal determines that OBI is entitled to \$40,650.51 under this heading.

51. OBI claims interest on the above amount at the rate of 12 percent, based on the following provision of the Agreement: "Amounts owed . . . shall accrue interest . . . at the lesser of (1) rate equal to two percent (2%) above the prime lending rate quoted . . . on ninety-day loans by the Bank of America N.T. & S.A., San Francisco, California . . . or (2) the maximum rate permitted by applicable law". The Claimants state that since the prime rate for the relevant period is higher, the second alternative, that Iranian law governs, applies, and they state that the maximum rate permitted by Article 719 of the Iranian Civil Procedure Code is 12 percent.

52. The Respondents generally deny the Claimants' entitlement to interest, but as they stated at the Hearing, have not specifically contested any aspects of the Claimants' interest calculations. Because the Claimants'