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ORIGINAL DOCUMENTS IN SAFE

Case No. 185

Date of filing: 12 sep 1983

** AWARD - Type of Award _____
- Date of Award _____
_____ pages in English _____ pages in Farsi

** DECISION - Date of Decision _____
_____ pages in English _____ pages in Farsi

** CONCURRING OPINION of RICHARD M. MASK. [NOTIFICATION OF CORRECTION]

- Date _____
_____ pages in English _____ pages in Farsi

** SEPARATE OPINION of _____

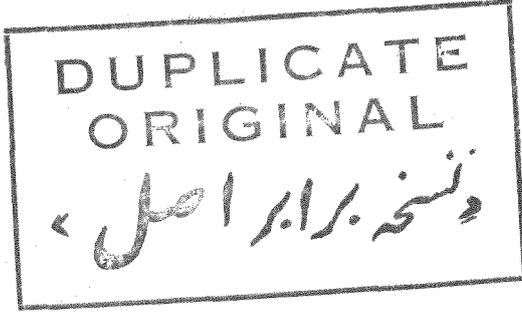
- Date _____
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** DISSENTING OPINION of _____

- Date _____
_____ pages in English _____ pages in Farsi

** OTHER; Nature of document: _____

- Date _____
_____ pages in English _____ pages in Farsi



CASE NO. 185
CHAMBER THREE
AWARD NO. 70-185-3

CHAS. T. MAIN INTERNATIONAL, INC.,

Claimant,

and

MAHAB CONSULTING ENGINEERS, INC.
and THE MINISTRY OF ENERGY OF THE
ISLAMIC REPUBLIC OF IRAN,

Respondents.

IRAN UNITED STATES CLAIMS TRIBUNAL	دادگاه داری دعاوی ایران - ایالات متحدہ
ثبت شد - FILED	
Date ۱۳۶۲ / ۶ / ۲۲	شماره
1 2 SEP 1983	
No. 185 / ۱۸۵	شماره

CONCURRING OPINION OF RICHARD M. MOSK

NOTIFICATION OF CORRECTION

Attached is the corrected page 2 of the English version of the Concurring Opinion of Richard M. Mosk, filed 2 September 1983.


The Co-Registrars

has not provided adequate justification for its failure to make the payments in question to either Parsmain, Inc. ("Parsmain") or Main.

The agreement between Parsmain and Mahab left open the nature of work to be done and the prices to be paid. Thereafter, Mahab directly solicited work from Main, and Main communicated directly with Mahab in accepting to do the work. Main then supplied the services and materials directly to Mahab, and Mahab, at least on one occasion, made direct payment to Main. It is important to recognize that Main was ultimately entitled to most of the fees charged to Mahab. Normally, a general contractor has a wider scope of duties and greater responsibility than one of its subcontractors. In the instant case, however, Parsmain, if it actually was a general contractor, performed negligible work and was entitled only to a small percentage of the fee as compared with the alleged subcontractor, Main.

In view of the questionable validity of the Mahab-Parsmain contract because of its indefiniteness and in view of the dealings between Mahab and Parsmain, one could conclude that Main had a direct contractual relationship with Mahab. Even if Main was a subcontractor, that should not preclude it from recovering under theories of quasi-contract or unjust enrichment.