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375-142

ORIGINAL DOCUMENTS IN SAFE

Case No. 375

Date of filing: 17. Mar 88

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

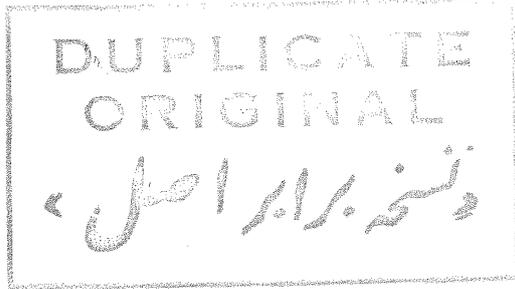
** DECISION - Date of Decision _____
_____ pages in English _____ pages in Farsi

** CONCURRING OPINION of _____
- 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: Correction To Concurring
opinion of Judge H. M. Holtzman
- Date 17. March 88
1 pages in English _____ pages in Farsi



CASE NO. 375

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CHAMBER ONE

AWARD NO. 352-375-1

BENDONE-DEROSI INTERNATIONAL,
Claimant,

and

THE GOVERNMENT OF THE
ISLAMIC REPUBLIC OF IRAN,
Respondent.

IRAN UNITED STATES CLAIMS TRIBUNAL	داوری دعای
ثبت شد - FILED	
Date	17 MAR 1988 تاریخ ۱۳۶۶ / ۱۲ / ۲۷
No.	375 شماره

CORRECTION TO THE CONCURRING OPINION
OF JUDGE HOWARD M. HOLTZMANN

The following correction should be made in the English version of my Concurring Opinion filed in this Case on 11 March 1988:

Page 10, line 1, delete the word "that" and insert the word "than"

A copy of the corrected page is attached.

Dated, The Hague
17 March 1988


Howard M. Holtzmann

than any agreement made between the parties."¹⁵ Russell states further that "non-performance of the award is a breach of the agreement under which the arbitration took place"¹⁶ and quotes with approval a Scots commentator, Bell, who wrote that¹⁷

the award has precisely the force of a written contract. If, therefore, either party refuses to fulfil his obligation in terms of his contract, by implementing the award, the other party may found an ordinary action upon it

As noted in my earlier Concurring Opinion, this concept is also found in the Netherlands¹⁸ and Sweden.¹⁹ In addition, the International Handbook on Commercial Arbitration provides examples of a number of other states whose law

¹⁵A. Walton & M. Vitoria, Russell on the Law of Arbitration 358 (20th ed. 1982) (hereinafter "Russell").

¹⁶Russell, id. at 360; see also M. Mustill & S. Boyd, The Law and Practice of Commercial Arbitration in England 27 (1982) ("Every submission to arbitration contains an implied promise by each party to abide by the award of the arbitrator, and to perform his award. It is on this promise that the claimant proceeds, when he takes action to enforce the award."); Steyn, [National Report on] England, 8 Y.B. Com. Arb. 3, 27 n.54 (1983) ("A failure to honour an award is a breach of the arbitration agreement.").

¹⁷Russell, supra note 16 at 358 (quoting Treatise on the Law of Arbitration in Scotland para. 742 (1877)).

¹⁸J.C. Schultz, "Recognition and enforcement of foreign arbitral awards without a convention being applicable," in The Art of Arbitration 295, 296 (J.C. Schultz and A.J. van den Berg eds. 1982). Prof. Schultz cites as authority for this proposition Kusters-Dubbink, Algemeen Deel van het Nederlands Internationaal Privaatrecht 836 (1961). It is my understanding that this has not been changed by the new Dutch Arbitration Act which became effective on 1 December 1986.

¹⁹See Stockholm Chamber of Commerce, Arbitration in Sweden 175 (1977); Holmbäck & Mangård, [National Report on] Sweden, 3 Y.B. Com. Arb. 161, 180 (1978).